



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/13/2025

File ID: TMP-5157

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: N/A

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

Additional Comments:

Standard of periodic bid is utilized by various departments.

Update of Bid:

Madison County Auto Parts, Inc. - Automotive & Equipment Parts Dispensing Services (Fleet Services)

Quality Glass, Inc. - Glass Installation, Repairs and Replacement Services (General Services)

Dynamic Security, Inc. - Uniformed, Unarmed Security Patrol Services (Police) \$174,000.00 (\$14,500.00 monthly)

RESOLUTION NO. 25- _____

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

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Madison County Auto Parts, Inc	Automotive & Equipment Parts Dispensing Services	One Year W/Extensions
Quality Glass, Inc.	Glass Installation, Glass Repair And Replacement Services	One Year w/Extensions
Dynamic Security, Inc.	Uniformed Unarmed Security Patrol Services	One Year w/Extensions

ADOPTED this the 13th day of February, 2025.

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

APPROVED this the 13th day of February, 2025.

Mayor of the City of Huntsville, Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** 01/22/2025
FROM: Autumn McCord **DEPT:** Fleet Services
BID #: 18-2025-15 **COMMODITY/SERVICE:** Automotive & Equipment Parts Disp

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Madison County Auto Parts, Inc

RECOMMENDATION: Please award the above bid to Madison County Auto Parts, Inc as they are the sole responsive bidder.

DESCRIPTION	PRICE	UOM	COMMENT
SECTION 1: GPM MARKUP			
I. Parts Invoiced to the Bidder at \$.01 - \$1,000: Percentage (21%	EACH	
II. Parts Invoiced to the Bidder at \$1,000.01 - \$2,000: Perce	21%	EACH	
III. Parts Invoiced to the Bidder at \$2,000.01 +: Percentage (21%	EACH	
SECTION 2: BUYING POWER OF BIDDER	\$599,807.4	TOTAL	Grand total of Section 2 pa

INITIAL PURCHASE: UNKNOWN
FUNDING SOURCE: 1000-15-15100-513030-0000000
TERM OF CONTRACT: One Time
 One Year w/ Additional One Year Extensions as Allowable by State Law
 One Year
 Three Months
 Other (Explain)

APPROVALS:

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

John Lang Digitally signed by John Lang
Date: 2025.01.22 11:09:52 -06'00'

Department Head _____ Date _____

Tamara M Yancy Digitally signed by Tamara M Yancy
Date: 2025.01.22 19:13:10 -06'00'

Procurement Manager _____ Date 1.22.25

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

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

Invitation For Bids Automotive & Equipment Parts Dispensing Services

Invitation for Bid #:	18-2025-15
Issue Date:	December 30, 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:	January 14, 2025 @ 2:00 PM All questions must be submitted in writing to carrie.power@huntsvilleal.gov
IFB Closing Date:	January 21, 2025 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power carrie.power@huntsvilleal.gov (256) 564-8060
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	Automotive & Equipment Parts Dispensing Services – Section 2 Bidder Pricing Form
Bid Copies to be Submitted	1 Original
City File Reference:	Automotive & Equipment Parts Dispensing Services

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	Vendor Compliance	
		Yes	No
I. GENERAL			
1	The selected Bidder shall provide efficient and effective part dispensing services necessary to support the City's vehicles and equipment at the City of Huntsville's Fleet Maintenance facilities to include all staffing, management, aftermarket and original equipment manufacturer's maintenance and repair parts, including lubricants. Tires are excluded from this contract. The Bidder shall be responsible for compliance with all current and future Environmental Protection Agency and Alabama Department of Environmental Management regulations.	✓	
II. PARTS AND INVENTORY CONTROL			
2	<p>The Bidder shall have access to, and control over, sufficient inventory provided either by the Bidder's on-site (see Additional On-Site Inventory Requirements below), or off-site stock, its own warehouse, original equipment manufacturer and/or by negotiation with one or several local parts operations to furnish 85% of the City's parts requirements on demand and at least 95% of the balance from the previous day by the start of business the work day following the request.</p> <p>Additional On-Site Inventory Requirements: The Bidder shall have and maintain an adequate inventory of parts at a minimum purchase value of \$400,000.00 to consist of parts that meet the City's current needs so that no undue delay is caused in the repair, service and operation of any vehicle(s) or unit(s) of equipment repaired by the City.</p> <p>The Bidder shall evaluate the usage history of the current inventory of vehicle parts and thereafter, on a monthly basis, to identify those that should be removed from stock, added to stock and to determine the stocking levels of those that should remain in stock. Prompt response time to parts requests is crucial to establish and maintain a high level of maintenance shop productivity. Any decision to make changes that will impact response times will be mutually agreed upon by the Fleet Manager and the Bidder.</p>	✓	

Line Ref #	DETAILED REQUIREMENTS	Vendor Compliance	
		Yes	No
3	The Bidder shall provide stock and non-stock, whichever is requested by the City of Huntsville's Fleet Maintenance personnel, consisting of original equipment parts, supplies and equipment or aftermarket items in equal or higher quality. A minimum of Grade 8 is required on all fasteners. All hydraulic equipment, components and parts must meet JIC and SAE specifications. The City reserves the right to inspect the quality of materials, supplies and equipment proposed to be furnished and to reject any item(s) deemed not to meet original equipment standards and performance. All such items provided by the selected Bidder for resale to the City will remain the property of the Bidder until used by the City. At its discretion, the City may elect to purchase and maintain ownership of certain specialized items. The City reserves the right to purchase parts and/or services from other sources if the Bidder cannot obtain the desired part(s) by start of business the day following the request and in emergency situations to procure parts immediately, if the Bidder cannot supply the part(s) in an acceptable time frame. The Bidder will be responsible for any cost above the cost specified in the contract in such cases. Additional charges incurred by the City in these cases will be deducted from the Bidder's invoice. As time is of the essence, the Bidder shall, at all times, have the ability to purchase parts immediately either in person or over the phone from suppliers with whom he has no charge account. The use of a credit card or debit card in the Bidder's name would be acceptable to meet this requirement. It is the City of Huntsville's intent to procure and stock all tires separately from this contract.	✓	
4	The Bidder shall not issue parts or supplies to City personnel without a proper work order. The Bidder shall give a signed receipt containing specific information with items delivered to the City's employee for each work order. Two (2) copies of the receipts will be sent to Fleet Management's administrative section. Under no circumstances will City employees be allowed to purchase parts or supplies for personal use from the Bidder's facility located on City property.	✓	
5	The Bidder shall maintain warranty records of items sold to the City and issue any credits, including labor and parts, due to the City that are covered under these warranties.	✓	
6	The Bidder shall use current, state-of-the-art computer hardware and software to control and report on its operations. The computer system shall be capable of, but not limited to, providing online information on the Fleet Maintenance facility inventory and other Bidder owned inventories, monitoring and reporting the status of parts on hand, parts on order, parts on backorder, usage of parts and services, costs billing information and historical data on vehicles and equipment. This information will be made available to Fleet Management to assure a cost-effective operation. The City has implemented a Fleet Maintenance Information System purchased through AssetWorks. The Bidder's software must integrate with the AssetWorks asset management software package and meet all requirements on hardware, software and interfacing. The Bidder will be responsible for, but not limited to, fees associated with interfacing, implementation and training to meet these requirements.	✓	
III. BIDDER'S PERSONNEL			
7	The Bidder shall provide sufficiently trained, knowledgeable and service-oriented personnel to efficiently and effectively operate the total parts function as detailed. The Bidder must provide provisions for staffing not only during normal working hours but also during times of emergency, vacation and sick leave. The Bidder shall be responsible for the hiring, staffing, supervising, promoting, transferring and dismissal of any person employed in the performance of the resulting contract. The Bidder shall also be responsible for all wages, taxes, social security taxes, fringe benefits and training for these employees. Fleet Management must approve the Operations Supervisor selected by the Bidder.	✓	
8	Fleet Management reserves the right to request that the Bidder relocate any employee that is deemed detrimental to the parts operation. The Bidder must comply with all such requests.	✓	

Line Ref #	DETAILED REQUIREMENTS	Vendor Compliance	
		Yes	No
9	Fleet Management reserves the right to request that the Bidder's personnel perform reasonable Fleet Management activities in addition to those required by the ensuing contract when appropriate.	✓	
10	The Bidder or the Bidder's employees shall direct any comments, questions or concerns during the course of the resulting contract to the City of Huntsville's Fleet Manager.	✓	
11	Fleet's Main Repair Shop must have three (3) professional parts personnel working the counter.	✓	
12	Fleet's Outdoor Power South Repair Shop must have one (1) professional parts personnel working the counter.	✓	
13	The Bidder must have two (2) Parts Couriers on-site and available to deliver parts to the Technicians when needed.	✓	
	A minimum of (2) Parts Personnel must be on-site and available during emergency and inclement weather events during or outside of normal working hours with no additional expense or charges to the City.		
IV. THE PARTS ROOM			
14	The City of Huntsville will provide an adequate and secure operations and storage area to the Bidder free of charge. This will include heat, electricity, water, rest rooms and other such facilities and services that may be mutually agreed upon. The Bidder shall immediately notify the City in the event of any malfunctions or damage caused by plumbing or electrical services to, or in, the area furnished.	✓	
15	The Bidder will provide specialized equipment such as terminals and printers for the Bidder's computer system, office machines, file cabinets, shop equipment, vehicles, forklift, and other facilities and services that are required to operate an efficient and effective parts operation. This will also include desks and chairs. The City of Huntsville will provide the shelving and phone services.	✓	
16	The Bidder will exercise total control and responsibility for the facility. No one may enter the facility without the permission of the Bidder's management personnel. The Bidder will be granted access to the facility during non-operational hours whenever necessary to perform such activities that cannot be done during operational hours.	✓	
17	During the term of the contract, the Bidder shall use the Parts Room exclusively for the performance of this contract and shall not use it for any other business, personal or other use.	✓	
18	The City shall not be responsible for any injuries, damage, or other loss to the Bidder or its employees, inventory, equipment, personal property or personnel located in the Parts Room.	✓	
V. DELIVERABLES			
19	The Bidder shall provide comprehensive activity reports from its computer database when requested. Some activity items, such as, but not limited to, lost sales, back orders and number-of-days on order may be required on a daily basis. The City reserves the right to require any information considered necessary to monitor the Bidder's operation and to receive them on whatever frequency needed (i.e. daily, weekly or monthly).	✓	
20	The Bidder will invoice the City on a daily basis and include a copy of any invoice from the Bidder's supplier. The Bidder's invoice shall contain a complete account of all activity for that day, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or non-stock items as specified in the resulting contract. The City is not to be charged freight on parts available within a 50-mile radius of the Fleet Maintenance facility the part was ordered from, nor will premium prices be paid for stock parts resulting from the Bidder not adhering to an efficient and effective reorder plan.	✓	

Line Ref #	DETAILED REQUIREMENTS	Vendor Compliance	
		Yes	No
21	The City of Huntsville Fleet Department has a Fleet Maintenance Software package (AssetWorks) that has been utilized by the City for twelve (12) years. AssetWorks currently uses a real-time parts request interface. The bidders parts management software application must integrate with AssetWorks to satisfy the functional requirements of the City, to be approved by the City of Huntsville.	✓	
22	Bidder must show at least five (5) years' experience demonstrating an AssetWorks integration. The City requires a letter of confirmation from AssetWorks to be submitted in the bid package, indicating that there is a current automated integration that exists between AssetWorks and the point-of-sale system used by the bidder. This integration is to include a real time, two-way communication between the two systems for invoicing and parts ordering processes.	✓	
VI. WORK SCHEDULE			
23	The Current Hours of Operation for the Parts Room are: (These hours are subject to change by the City of Huntsville.) Monday thru Friday – 6:30am to 3:30pm Bidder's employees must be available to operate the facility in case of an emergency, to include weather events, deemed so by the City.	✓	
VII. EXPERIENCE AND QUALIFICATIONS			
24	Bidder must provide a personnel roster that identifies each person that will actually work on the contract and provide the job title and resume for each.	✓	
25	Bidder must have at least five (5) years direct, on-site experience with municipal equipment to include: heavy, medium, light and outdoor power equipment.	✓	
26	Bidder must provide names of <u>all</u> current customers to whom your firm is providing comparable service.	✓	
27	Bidder must provide company name, contact person and phone number for three (3) references for whom your firm is currently providing comparable services.	✓	
28	Bidder must provide evidence of relationships with major suppliers and OEMs.	✓	
29	The City of Huntsville reserves the right to inspect the Bidder's place of business to ascertain capacity to perform the requirements of this contract.	✓	
VIII. VALUE ADDED SERVICES			
30	The Bidder will be required to make on-site hydraulic hoses and pricing shall be based on the components used to make the hose.	✓	
31	The Bidder shall provide training for use of new or current products to Fleet Maintenance personnel as deemed appropriate.	✓	
32	The Bidder may be required to sub-let off-site machine shop services as required or requested by the City of Huntsville. The cost will be mutually agreed upon in advance between the City and the Bidder.	✓	
33	The Bidder will be required to comply with the FTA (Federal Transit Administration) "Buy American" requirements, 49 CFR 661.11. (See Appendix G-Special Terms & Conditions)	✓	
IX. CONTRACT PRICING			
34	Bidder must complete the Pricing Form to show the GPM percentage over the direct cost of the parts.	✓	

35	Bidder must provide <u>the amount your firm will pay</u> for the parts list in the attached form, "Price Paid by Bidder," which is part of the pricing evaluation. Do not include the GPM percentage that you bid in the price you provide for each part on this form.	✓	
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APPENDIX F BIDDER PRICING FORM

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

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

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

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

We acknowledge receipt of the following addenda:

WZene

SECTION 1 - (80 Points):

I WILL PROVIDE THE PARTS AND SERVICES AS OUTLINED IN THIS IFB AT THE FOLLOWING GPM PERCENTAGE ABOVE MY COST ON PARTS:

I. Parts Invoiced to the Bidder at \$.01 - \$1,000 (69 points available)

21 % GPM

II. Parts Invoiced to the Bidder at \$1,000.01 - \$2,000 (6 points available)

21 % GPM

III. Parts Invoiced to the Bidder at \$2,000.01 + (5 points available)

21 % GPM

**APPENDIX F
BIDDER PRICING FORM
(Continued)**

SECTION 2 - (20 Points):

See separate file in E-Bids, Automotive and Equipment Parts Dispensing Service Section 2 Bidder Pricing Form.xlsx. This form must be completed, signed and returned with the bid response.

Appendix F-Bidder Pricing Form must also be signed and submitted with bid response.

This Price Bid Form is hereby submitted by the undersigned:

Madison County Auto Parts, Inc.
Printed legal name of Bidder

Wes Breland, Secretary and Treasurer
Printed name of individual/corporate officer/general partner/joint venturer AND Title

W-Breland
Signature

January, 1, 2025
Date

PRICE PAID BY BIDDER - NO SUBSTITUTIONS

Item #	Manufacturer	Part #	Description	Yearly Estimated Qty	Unit of Measure	Price Each	Extended Price
1	Bendix	800405	Purge Valve	40	Each	\$78.00	\$3,120.00
2	Meritor	KJT2252H2CG	Brake Pad	15	Each	\$371.65	\$5,574.75
3	Wagner	H4656	Head Lamp	25	Each	\$5.87	\$146.75
4	Bosch	41920	Wiper Blade	50	Each	\$6.45	\$322.50
5	Motorcraft	FL820S	Oil Filter	1500	Each	\$5.57	\$8,355.00
6	Motorcraft	FL500S	Oil Filter	1500	Each	\$5.57	\$8,355.00
7	Trucklite	1050	2 1/2 LED Light	75	Each	\$4.71	\$353.25
8	Heil	H063-0109	Prox Switch	40	Each	\$67.76	\$2,710.40
9	Kubota	K31118020	Deck Wheel	40	Each	\$135.30	\$5,412.00
10	New Holland	605529	Deck Belt	15	Each	\$41.79	\$626.85
11	Oregon	94055	Blade	50	Each	\$17.99	\$899.50
12	New Holland	9624450	R134A-HYD Fluid	60	Each	\$59.06	\$3,543.60
13	Ford Motorcraft	DG1Z22001F	13-19 Interceptor Pad	50	Each	\$173.46	\$8,673.00
14	Ford Motorcraft	DG1Z2200B	13-19 Interceptor Pad	70	Each	\$70.79	\$4,955.30
15	Ford Motorcraft	L1MZ2200F	2020 Interceptor Pad	50	Each	\$74.10	\$3,705.00
16	Ford Motorcraft	L1MZ2000IG	2020 Interceptor Pad	50	Each	\$149.86	\$7,493.00
17	Ford Motorcraft	L1MZ1125C	20-21 Interceptor Front Rotor	50	Each	\$111.63	\$5,581.50
18	Ford Motorcraft	L1MZ2C026C	20-21 Interceptor Rear Rotor	50	Each	\$86.85	\$4,342.50
19	Ford Motorcraft	FL910S	Oil Filter	1500	Each	\$5.57	\$8,355.00
20	Ford Motorcraft	FB5Z3B436H	13-19 Interceptor CV Axle (Right)	50	Each	\$267.86	\$13,393.00
21	Ford Motorcraft	FB5Z3B437B	13-19 Interceptor CV Axle (Left)	50	Each	\$167.56	\$8,378.00
22	Ford Motorcraft	7T4Z2029F	13-19 Interceptor Ignition Coil	260	Each	\$42.83	\$11,135.80
23	Ford Motorcraft	L1MZ3A428H	20-24 Interceptor CV Axle (Right)	35	Each	\$107.38	\$3,758.30
24	Ford Motorcraft	L1MZ3A427E	20-24 Interceptor CV Axle (Left)	35	Each	\$119.18	\$4,171.30
25	Ford Motorcraft	EU2Z1V125B	13-19 Interceptor Front Rotor	100	Each	\$70.79	\$7,079.00
26	Ford Motorcraft	EU2Z2V026B	13-19 Interceptor Rear Rotor	100	Each	\$70.79	\$7,079.00
27	AC Delco-Professional	65FLEET	Top Post Battery - 850 CCA	100	Each	\$103.84	\$10,384.00
28	AC Delco-Professional		AGM Top Post Battery - 850 CCA	100	Each	\$153.40	\$15,340.00
29	Motorcraft Fuel Filter	FD 4616	6.0 Ford Fuel Filter	50	Each	\$92.75	\$4,637.50
30	Motorcraft Fuel Filter	FD 4617	6.4 Ford Fuel Filter	50	Each	\$102.42	\$5,121.00
31	Motorcraft Oil Filter	FL 2016	6.0 - 6.4 Oil Filter	50	Each	\$27.94	\$1,397.00
32	Motorcraft	DG508	4.6 Ignition Coil	40	Each	\$61.36	\$2,454.40
33	Autolite Spark Plug	APP104	4.6 Ford Spark Plug	80	Each	\$3.67	\$293.60
34	Champion Spark Plug	7989	5.4 Ford Spark Plug	48	Each	\$11.09	\$532.32
35	Ford Wheel	DG1Z1015A	18" 2013 - 2019 Interceptor Wheel	20	Each	\$273.53	\$5,470.60

36	Ford Wheel	LB5Z1015B	18" 2020 Police Interceptor Wheel	20	Each	\$454.52	\$9,090.40
37	Motorcraft	PM-22-GAL	Cetane Booster - Treats 1000 Gal.	10	Each	\$37.38	\$373.80
38	Motorcraft	PM-23-A	Cetane Booster - Treats 125 Gal.	10	Each	\$7.59	\$75.90
39	Heil Joystick	H031-6260	Joystick	15	Each	\$775.60	\$11,634.00
40	Heil	H372-3411	Arm	12	Each	\$5,875.79	\$70,509.48
41	Heil	H0315724012	Mac Valve	12	Each	\$48.25	\$579.00
42	Leece Neville	4962PA	Alt	15	Each	\$950.00	\$14,250.00
43	Detroit Radiator	FR51	Radiator	15	Each	\$409.16	\$6,137.40
44	Gumite	3600A	Drum	80	Each	\$136.00	\$10,880.00
45	Heil	219-2320	Pump	15	Each	\$2,102.70	\$31,540.50
46	Midland	GC4515TCR	Heavy Iron Shoe	148	Each	\$42.99	\$6,362.52
47	Heil	H093-2417SER	Grabber Finger	10	Each	\$835.69	\$8,356.90
48	Bendix	65225	Air Dryer	30	Each	\$289.71	\$8,691.30
49	Grote	77811	LED Strobe	30	Each	\$179.66	\$5,389.80
50	Bendix	801481	ABS Valve	30	Each	\$182.31	\$5,469.30
51	International	5010657R92	Injector	36	Each	\$319.00	\$11,484.00
52	Cummins	2871879RX	Doser Pump	7	Each	\$982.99	\$6,880.93
53	Cummins	2CU-3798339RX	Turbo	7	Each	\$4,209.99	\$29,469.93
54	Cummins	2CU-5496045RX	Turbo Actuator	10	Each	\$1,112.00	\$11,120.00
55	Cummins	CV52001-0	Crankcase Filter	15	Each	\$82.35	\$1,235.25
56	Kenworth	3799344	Hood Latch	20	Each	\$69.94	\$1,398.80
57	International	3514596C91	Power Steering Pump	10	Each	\$197.83	\$1,978.30
58	Gates	21B88	Belt	25	Each	\$42.45	\$1,061.25
59	Thermo King	2B88	Belt	25	Each	\$42.45	\$1,061.25
60	Detroit	23530573	Oil Filter	50	Each	\$18.72	\$936.00
61	Eldorado	260650	Heater Valve	15	Each	\$39.12	\$586.80
62	Heil	H0223509	Tailgate Seal	20	Each	\$67.21	\$1,344.20
63	PACMAC	KB-3918	Rotator	2	Each	\$3,566.69	\$7,133.38
64	PACMAC	KB-4011	Tube Assembly	12	Each	\$146.22	\$1,754.64
65	PACMAC	KB-9184	Outrigger Assembly	2	Each	\$6,532.31	\$13,064.62
66	HAWK	500135	Main Boom Cylinder	3	Each	\$3,779.80	\$11,339.40
67	HAWK	500134	Tip Boom Cylinder	3	Each	\$2,433.18	\$7,299.54
68	HAWK	5004980	Grapple Assembly	1	Each	\$16,768.44	\$16,768.44
69	WAYNE	WO002014802WC	Sweep Cylinder	2	Each	\$1,338.48	\$2,676.96
70	WAYNE	WO002014902WC	Packing Cylinder	2	Each	\$1,328.24	\$2,656.48
71	PRO-PATCH	MC224DSCI160	Agitator Shaft	2	Each	\$295.00	\$590.00
72	PRO-PATCH	MC261PMS	Tack Pump	2	Each	\$1,625.00	\$3,250.00
73	HEIL	272-9047SER	Packer Follower Assembly	2	Each	\$9,093.73	\$18,187.46
74	HEIL	093-2972	Tri-Cuff Grabbers	4	Each	\$2,414.00	\$9,656.00

75	HEIL	093-2941SER	H Beam	3	Each	\$3,264.00	\$9,792.00
76	HEIL	031-5724-012	Mac Valve	12	Each	\$48.25	\$579.00
77	SCHWARZE	20750	Gutter Broom	20	Each	\$225.00	\$4,500.00
78	WIX	33936	Fuel Filter	50	Each	\$23.52	\$1,176.00
79	Kawasaki	FX850V-S00-S	27hp Engine	10	Each	\$2,389.00	\$23,890.00
80	PIERCE	PRC3144182-0	Alternator	5	Each	\$4,889.35	\$24,446.75

Grand Total: \$599,807.40

This Price Bid Form is hereby submitted by the undersigned:

Madison County Auto Parts *Nes Breland, Secretary/Treasurer*

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

W-Jell *1.17.25*

Signature Date

APPENDIX G SPECIAL TERMS & CONDITIONS

This contract is partially funded with 49 U.S.C., Chapter 53, Title 23, Section 5307, CFDA 20.507, and/or Section 5339, CFDA 20.526 Federal Transit Grant Funds. The attached Federal Compliance items must be certified. All proposals that do not have the certifications attached will be disqualified.

Of Note, the awarded Contractor is certifying compliance to all relevant clauses herein and that all sub-contractors under this contract shall certify all relevant clauses herein, if applicable.

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES - The Federal Government shall not be subject to any obligations or liabilities to any third-party contractor or other participant at any tier of the Project.

2. PROGRAM FRAUD AND FALSE STATEMENTS OR CLAIMS – The Contractor, subrecipients, subcontractors, agree to the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT Regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, and 49 U.S.C. §5323(1), 18 U.S.C. §1001 may apply to a subcontractor at any tier.

3. ACCESS TO RECORDS AND REPORTS –

- 1) The Contractor will retain and will require its sub-contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- 2) The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
- 3) The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- 4) The Contractor agrees to permit FTA and its contractors' access to the sites performance under this contract as reasonably may be required.

4. FEDERAL REQUIREMENT CHANGES – The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City of Huntsville, AL Huntsville Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Contractor shall require subcontractors, at all tiers, to comply with all the applicable federal changes as listed above.

5. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

6. DISADVANTAGED BUSINESS ENTERPRISE – The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which

may include but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

7. CIVIL RIGHTS - The Contractor, subrecipient or subcontractor must comply with the following Federal Laws:

- 1) 1) Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age, and all other applicable regulations as required by FTA.
- 2) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- 3) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age, and any other requirements that FTA may issue.
- 4) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

8. ENERGY CONSERVATION – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Complying with and facilitating compliance with: (1) Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and (2) U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

9. TRAFFICKING in PERSONS – The contractor agrees that it and its employees, may not:

- 1) Engage in severe forms of trafficking in persons during the period of time that the agreement is in effect;
- 2) Precure a commercial sex act during the period of time that that the agreement is in effect, or
- 3) Use forced labor in the performance of the contract or sub-contracts.

10. FEDERAL TAX LIABILITY and RECENT FELONY CONVICTIONS – The contractor agrees to comply with Consolidated Appropriations Act, 2019, Pub. L. 116-6, div. D, title VII, §§ 744–745), U.S. DOT Order 4200.6. The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- 2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

I. W. Gerl Signature of Contractor's Authorized

Official

Wes Beland, Secretary/Treasurer Name and Title of Contractor's
Authorized Official

III. January 7, 2025 Date

11. SAFE OPERATIONS of MOTOR VEHICLES – The contractor is encouraged to have safe operations of motor vehicle policies:

- 1) Seat Belt Use – Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles; and
- 2) Distracted Driving, Including Text Messaging While Driving – The contractor agrees to:
 - I. Safety. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of the Agreement; and
 - II. Contractor Size. Conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
 - III. Extension of Provision. Include this Special Provision in each third party subagreement at each tier supporting this agreement.

12. ADA ACCESS –The contractor agrees to comply with mandatory requirements relating to Federal protections for individuals with disabilities under the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Section 12101 *et seq.*, prohibiting discrimination against qualified individuals with disabilities in all programs, activities, and services. It also imposes specific requirements on public and private public and private entities. The contractor must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA employment, public services, public accommodations, telecommunications, and other provisions.

13. SAFETY SENSITIVE INFORMATION – The contractor must protect, and take measures to ensure that its sub-contractor(s) at each tier protect, “sensitive security information” made available during the administration of a contract or sub-contract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 C.F.R. Part 15, and with 49 U.S.C. Section 114(r), and implementing Department of Homeland Security regulations, 49 C.F.R. Part 1520.

14. TERMINATION PROVISIONS – (*Applicable to contracts exceeding \$10,000*). The termination clauses extend to Contractors, sub-contractors, and sub-recipients at every level.

- 1) Termination for Convenience (General Provision) - The City of Huntsville may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Huntsville to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Huntsville, the Contractor will account for the same, and dispose of it in the manner the City of Huntsville directs.
- 2) Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Huntsville may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Huntsville that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Huntsville, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- 3) Opportunity to Cure (General Provision) - The City of Huntsville in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Huntsville’s satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from City of Huntsville setting forth the nature of said breach or default, the City of Huntsville shall have the right to terminate the Contract

without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Huntsville from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- 4) Waiver of Remedies for any Breach - In the event that the City of Huntsville elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by The City of Huntsville shall not limit City of Huntsville's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 5) Termination for Default (Supplies and Service) - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Huntsville may terminate this contract for default. The City of Huntsville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Huntsville.

15. DEBARMENT AND SUSPENSION (*Applicable to Procurements Exceeding \$25,000*) - The contractor agrees to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT Regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. When applicable, contractors, at any tier, will review the "Excluded Parties Listing System" at www.sam.gov, and will include a similar term or condition in each of its covered transactions. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- 1) Debarred from participation in any federally assisted Award;
- 2) Suspended from participation in any federally assisted Award;
- 3) Proposed for debarment from participation in any federally assisted Award;
- 4) Declared ineligible to participate in any federally assisted Award;
- 5) Voluntarily excluded from participation in any federally assisted Award; or
- 6) Disqualified from participation in any federally assisted Award

16. LOBBYING AND CERTIFICATION DISCLOSURE (*Applicable to Procurements Equal to or Exceeding \$100,000*) - 31 U.S.C. 1352 (a), as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. **The undersigned certifies, to the best of his or her knowledge and belief, that:**

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- I. W-Zeal
Signature of Contractor's Authorized Official
- II. Nes Breland, Secretary/Treasurer
Name and Title of Contractor's Authorized Official
- III. 1.20.25
Date

17. BREACHES AND DISPUTE RESOLUTION (*Applicable to Procurements Exceeding \$250,000*)

- 1) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Huntsville's Attorney. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Attorney. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Attorney shall be binding upon the Contractor and the Contractor shall abide by the decision.
- 2) Performance During Dispute - Unless otherwise directed by the City of Huntsville, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages thereof shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 4) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the City of Huntsville and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Huntsville is located.
- 5) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the City of Huntsville, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

18. CLEAN AIR and FEDERAL WATER POLLUTION CONTROL ACT (*Applicable to Procurements Exceeding \$150,000*) - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and 33 U.S.C. §§ 1251 through 1388, as amended;

- 1) Report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities,"
- 2) Refrain from using any violating facilities,
- 3) Report violations to FTA and the Regional U.S. EPA Office, and
- 4) Comply with the inspection and other applicable requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251-1387
- 5) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

19. SUBSTANCE ABUSE TESTING (*Applicable to Contracts with Safety Sensitive Work Performed, Maintenance on Revenue Vehicles*) -- Drug and Alcohol Testing Policy-U.S. Department of Transportation (DOT), 49 C.F.R., part 40; Federal Transit Administration (FTA), 49 C.F.R., part 655; and the Federal Motor Carrier Safety Administration (FMCSA), 49 C.F.R., part 382.

- 1) The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Alabama, or The City of Huntsville, to inspect the facilities and records associated with the implementation of the drug and alcohol testing

programas required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees to submit the Management Information System (MIS) reports before January 31st of the following calendar year to the City of Huntsville's Employee Clinic & Resource Coordinator, 2227 Drake Avenue SW, Suite 26, Huntsville, AL 35805.

- 2) The Contractor agrees to comply and assures compliance of its Sub-Contractor(s) or other participants, with all Drug and Alcohol Testing Policies as required under the above referenced DOT, FTA, and FMCSA mandates. These requirements are outlined in the Scope of Work, section XI. Contractor's Personnel.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – NON- CONSTRUCTION

(Applicable to non-Construction Activities) - The contractor or subcontractor agrees to comply with Sections 102 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 3702, and Department of Labor (DOL) regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted

Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5. Section 4104(c) of the Federal Acquisition Streamlining Act of 1994, 40 U.S.C. Section 3701(b)(3)(A)(iii), increased the wage and hour thresholds of \$2,000 for construction work and \$2,500 for non-construction work set forth in the Common Grant Rules to \$150,000. A federally assisted contract must exceed \$150,000 before these wage and hour requirements apply to that contract.

21. CARGO PREFERENCE *(Applicable to Products Requiring Shipping)* - Use of United States-Flag Vessels - The contractor agrees:

- 1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- 2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- 3) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

22. FLY AMERICA REQUIREMENTS *(Applicable to Products Requiring Flight Transport)* - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

23. BUS TESTING - The Contractor/Manufacturer agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and indicate one of the following three alternatives:

- 1) _____ The buses offered herewith have been tested in accordance with 49 CFR (date). If multiple buses are being proposed, provide Part 665 on _____

additional bus testing information below or on attached sheet. The vehicles being sold

should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.

- 2) _____ The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
- 3) _____ The vehicle is a new model, or vehicle configuration and components are not identical, and will be tested and the results will be submitted to the Agency prior to acceptance of the first bus.

24. Certification of Compliance with FTA's Bus Testing Requirements -

1. The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29. Certified by Authorized Official.

a. Date: _____

b. Signature: _____

c. Company Name: _____

d. Title: _____

25. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- 1) **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 2) **Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- 3) **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.
- 4) **Buy America Certification— Rolling Stock** (*Applicable to Procurements exceeding \$150,000*) - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, and any later amendments, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. A bidder or offeror must submit to the FTA recipient, the City of Huntsville, the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. §661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment), use the certifications below.

- 5) **Certificate of Compliance with Buy America Rolling Stock Requirements -** The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j), as amended, and the applicable regulations in 49 C.F.R. Part 661.11.

- I. Date _____
- II. Signature _____
- III. Company _____
- IV. Name _____
- V. Title _____

6) **Certificate of Non-Compliance with Buy America Rolling Stock Requirements** - The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), as amended, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(C), as amended, and the applicable regulations in 49 C.F.R. 661.7.

- I. Date _____
- II. Signature _____
- III. Company _____
- IV. Name _____
- V. Title _____

26. TRANSIT VEHICLE MANUFACTURERS (TVM) CERTIFICATION - This procurement is subject to provisions of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

1) **TVM Certification** _____ (name of firm), a TVM, hereby certifies that is has complied with the requirements of 49 CFR Part 26 Section 26.49 by submitting a current DBE Goal to the Federal Transit Administration (FTA). The goals apply to fiscal year _____ and has either been approved or not disapproved by FTA.

2) **Or,** _____ (name of firm) hereby certifies that the manufacturer of the transit vehicle to be supplied _____ (name of manufacturer) has complied with the above referenced requirements of Section 26.49 of 49 CFR Part 26.

- I. Date: _____
- II. Signature: _____
- III. Company Name: _____
- IV. Printed Name: _____
- V. itle: _____

27. COMPLIANCE with COPELAND ANTI-KICK BACK ACT requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

- 1) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 2) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may

be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

28. VETERANS PREFERENCE - As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Contractor agrees:

- 1) give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract.
- 2) This subsection shall not be understood, construed, or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

29. *ADDITIONAL NOTICE TO U.S. DOT INSPECTOR GENERAL - The Contractor agrees to promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Contractor is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a this project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility also applies to subcontractors at any tier.

30. *PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- 1) The Contractor and Sub-Contractors are prohibited from obligating or expending Federal Transit Administration funds under this contract funds to:
- 2) Procure or obtain;
- 3) Extend or renew a contract to procure or obtain; or
- 4) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 5) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- 6) Telecommunications or video surveillance services provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 7) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy

programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

31. STATE and LOCAL LAW DISCLAIMER - The use of many of the suggested clauses may not be governed by Federal Law, but may be significantly affected by State law. Contractors should consult with their attorneys before using language in the sub-contractors procurement documents.

32. PUBLIC TRANSIT PROTEST PROCEDURES – Authority to Resolve Protested Solicitations

and Awards, including the process of submitting a protest, is available upon request to the City of Huntsville, Huntsville Transit, Accountant III, 500 B Church Street, Huntsville, AL, 35801, 256-427-6811.

CERTIFICATION:

The Contractor, Madison County Auto Parts, certifies that all the above referenced federal requirements will be complied with as stated herein, as applicable. **FAILURE TO CERTIFY IS TO DISQUALIFY THE ACCOMPANYING BID PROPOSAL.**

Madison County Auto Parts, inc.

Legal Name of Firm

W. Breland

Signature of Bidder

Wes Breland

Print or Type Name of Bidder

January 7, 2025

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): Madison County Auto Parts, Inc.
- City of Huntsville current taxpayer identification number (if available): 51687 Lic # 322592
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>375-166 AL</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, 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: W-Breland Title (if applicable): Secretary/Treasurer
 Type or legibly write name: Wes Breland Date: January 7, 2025



Alabama Secretary of State



Madison County Auto Parts, Inc.	
Entity ID Number	000-375-166
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Marshall County
Formation Date	10/20/2016
Registered Agent Name	BRELAND, HOWARD S
Registered Office Street Address	2411 C JORDAN LANE HUNTSVILLE, AL 35816
Registered Office Mailing Address	2411 C JORDAN LANE HUNTSVILLE, AL 35816
Nature of Business	WHOLESALE/RETAIL SALES OF AUTO PARTS AND SUPPLIES
Capital Authorized	3000 @ \$100. PV
Capital Paid In	
Directors	
Director Name	BRELAND, HOWARD STEVEN
Director Street Address	115 STARGATE DRIVE MADISON, AL 35758
Director Mailing Address	115 STARGATE DRIVE MADISON, AL 35758
Director Name	BRELAND, WESLEY STEVEN
Director Street Address	104 JONES VALLEY DRIVE SE HUNTSVILLE, AL 35802
Director Mailing Address	104 JONES VALLEY DRIVE SE HUNTSVILLE, AL 35802
Director Name	DOUGLAS, RICKY JOE
Director Street Address	1161 NEW MARKET ROAD NEW MARKET, AL 35761
Director Mailing Address	1161 NEW MARKET ROAD NEW MARKET, AL 35761
Incorporators	
Incorporator Name	BRELAND, HOWARD S

Madison County Auto Parts, Inc.	
Incorporator Street Address	115 STARGATE DRIVE MADISON, AL 35758
Incorporator Mailing Address	115 STARGATE DRIVE MADISON, AL 35758
Annual Reports	
Report Year	2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	10/31/2016
Miscellaneous Filing Entry	New Entity Effective 10-20-2016 15:13
Scanned Documents	
Document Date / Type / Pages	10/31/2016 Certificate of Formation 7 pgs.

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**APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

1. BIDDER INFORMATION

Business Organization

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

Madison County Auto Parts, Inc.

Doing-Business-As Name of Proposer:

NAPA Auto Parts

Principal Office Address:

2411 Jordan Ln NW Suite C
Huntsville, AL 35816

Telephone Number: (256) 726-0538

Fax Number: (256) 937-7629

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: October 20, 2016
Location of incorporation: Huntsville, AL
The corporation is held: Publicly Privately

Names and titles of corporate officers:

Steve Breland - President
Ricky Douglas - Vice President
Wes Breland - Secretary/Treasurer

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 Yes _____ No X
company a City Employee _____
If "Yes," Name (s) _____

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or

employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

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

W. Breland
Signature of Proposer

Madison County Auto Parts, Inc.
Legal Name of Firm

Wes Breland
Print or Type Name of Proposer

P.O. Box 18276
Mailing Address

January 7, 2025
Date
Code

Huntsville AL 35804
City State Zip

(256)651-3300 (256)937-7629
Phone Fax

wesbreland@madisoncountyautoparts.com
Email Address

www.napaonline.com
Website Address



Company ID Number: 525747

Client Company ID Number: 1148988

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Madison County Auto Parts, Inc. (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the 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.

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 shall 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 E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:



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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 1-888-464-4218.

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 I-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.

5. 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.

6. 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 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

7. 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.



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8. 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.

9. The Employer must use E-Verify (through its 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.

10. 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.

11. 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).



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12. 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).

13. The Employer agrees that it will use the information it receives from E-Verify (through its 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 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.

14. 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 a 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.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent 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.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), 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.

17. 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.



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18. 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.

19. 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.

20. 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.

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The 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 E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The 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.

3. The 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.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The 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.



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6. The 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.

7. The 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.

8. The 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.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The 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 rules and procedures. The 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 E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.

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

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

13. The 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. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.

14. The 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 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.

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



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16. The 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.

17. The 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 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.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the 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 E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance 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.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the 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.



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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).
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.



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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. HS 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.
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.



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E-VERIFY IS A SERVICE OF DHS AND SSA

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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.



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3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

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.



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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. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.

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.

5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

**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



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DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

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

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, 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, the Employer, and the E-Verify Employer Agent. **Madison County Auto Parts, Inc.** (Employer) hereby designates and appoints **LeCroy CPA Group, PC** (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:

Employer Madison County Auto Parts, Inc.	
Name (Please Type or Print) MaryAnn Anderson	Title
Signature Electronically Signed	Date 12/06/2016
E-Verify Employer Agent LeCroy CPA Group, PC	
Name (Please Type or Print) MaryAnn Anderson	Title
Signature Electronically Signed	Date 12/06/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/06/2016



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Madison County Auto Parts, Inc.
Company Facility Address	2411 C Jordan Lane Huntsville, AL 35816
Company Alternate Address	2411 C Jordan Lane Huntsville, AL 35816
County or Parish	MADISON
Employer Identification Number	814218574
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	10 to 19
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	Howard S Breland
Phone Number	2566837701
Fax	
Email	stevebreland@madisoncountvautoparts.com



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



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 1/16/25
FROM: John Lang **DEPT:** General Services
BID #: 16-2025-14 **COMMODITY/SERVICE:** Glass Installation, Repairs and Repla

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Quality Glass, Inc.

RECOMMENDATION: The General Services Dept. recommends Quality Glass, Inc. for the Glass Installation Repairs, and Replacement Services Bid.

DESCRIPTION	PRICE	UOM	COMMENT
Lead Laborer	85	/hour	
Helper Laborer	40	/hour	
Boom Lift	10	% markup	
Material Markup	35	% markup	

INITIAL PURCHASE: AS NEEDED
FUNDING SOURCE: 1000-14-14300-513010-0000000
TERM OF CONTRACT: One Time
 One Year w/ Additional One Year Extensions as Allowable by State Law
 One Year
 Three Months
 Other (Explain)

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

John Lang Digitally signed by John Lang
Date: 2025.01.16 10:56:18 -06'00'
Department Head _____ Date _____
Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2025.01.16 11:09:25 -06'00'
Procurement Manager _____ 1.16.2025
Date _____

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

Tommy Battle
Mayor

City of Huntsville, Alabama
Finance Department
Procurement Services Division

Invitation For Bids Glass Installation, Repair and Replacement Services

Invitation for Bid #:	16-2025-14
Issue Date:	December 11, 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:	December 30, 2024 @ 2:00 PM All questions must be submitted in writing to carrie.power@huntsvilleal.gov
IFB Closing Date:	January 7, 2025 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power carrie.power@huntsvilleal.gov (256) 564-8060
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	Procurement Defined
Bid Copies to be Submitted	1 Original
City File Reference:	Glass Installation, Repair and Replacement Services

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
	A. NOTICE TO BIDDERS		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	X	
	B. LAW AND REGULATIONS		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	X	
	C. LICENSES, APPROVALS, PERMITS, ETC.		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	X	
	D. SCOPE OF SERVICES		
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.	X	
	E. CONTRACTOR REQUIREMENTS		
5.	The contractor must have extensive experience in the repair and installation of various glass systems including but not limited to: tempered glass, insulated glass, window glass, furniture glass tops, safety glass, tinted glass, reflective glass, fire rated glass, bullet resistant glass, laminated glass, metal framed store fronts and entrances, curtain walls and automatic door openers.	X	
6.	The successful contractor must be able to temporarily secure the facility in emergency situations.	X	
7.	Bidders must have three years of experience in commercial glass work and possess all tools of the trade.	X	
	F. RESPONSIBILITY OF THE CONTRACTOR		
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.	X	
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.	X	
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 laborer will be allowable on repair projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate. we send 2 men		X
11.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	X	
12.	The contractor must provide competent workmen and supervision.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
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 that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	X	
14.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	X	
15.	The contractor must clean up and remove all debris from the job site in accordance with all local disposal regulations. The City of Huntsville will reimburse disposal cost with proof of documentation.	X	
G. BACKGROUND CHECKS			
16.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.		X
H. OSHA & LOCK OUT TAG OUT			
17.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	X	
I. ADDITIONAL VENDOR REQUIREMENTS			
18.	Check-In/Check-Out At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	X	
19.	The Contractor will be responsible for providing their lead personnel with cellular or digital portable telephones whereby they can be contacted and can contact the requesting department at all times.	X	
20.	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. only if provided by the City		
J. REPAIR STATUS, WHEN A DELAY			
21.	Notify the requesting department whether project has been completed or if job site is abandoned to pick up or order materials to complete project and estimated time frame to return to job.	X	
22.	In the event the Contractor must leave the site to purchase parts for the completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to the job site for the completion of the project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	K. EXECUTION OF WORK		
23.	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) skilled laborer will respond for a repair or maintenance call. Furthermore, the contractor must obtain approval to having another laborer or helper on site to assist in repairs/maintenance. Any project, which is estimated at \$100,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation. We send 2 men to all projects		
24.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	X	
	L. RESPONSE TIME		
25.	The contractor shall have personnel available to provide repair and/or maintenance services on a twenty-four (24) hour a day, seven (7) days a week basis.		X
26.	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.	X	
27.	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days' notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	X	
	M. INSPECTION AND ACCEPTANCE		
28.	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.	X	
	N. CALL BACK SERVICES		
29.	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized.		X
	O. ALLOWANCE OF IN-HOUSE WORK		
30.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	X	
	P. MATERIALS & EQUIPMENT		
31.	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%).		X

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	X	
32.	If during the term of the contract and extension(s) thereto, regulations are passed which require the contractor to purchase or obtain equipment that is necessary for compliance of those regulations in relation to the trade, the contractor shall obtain the required equipment at no liability to the City.	X	
33.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	X	
	Q. SUMMARY REPORT		
34.	Contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	X	
	R. INVOICING		
35.	The contractor will invoice the City on a job-by-job/project basis to include a copy of the Summary report. The contractor's invoice shall contain a complete account of all activity for that job/project, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or nonstock items as specified in the resulting contract. All freight charges must be approved by the City in advance. All items that come from stock must be approved along with the price. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly).	X	
36.	Original invoices shall be submitted at the completion of each job with the following information: City of Huntsville General Services Department Attn: Brandi Smith P.O. Box 308 Huntsville, Alabama 35801 Telephone: 256-427-5660 1. Name and address of Contractor 2. Invoice date 3. Invoice # 4. Work Order # 5. Bid Number 6. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 7. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 8. A job summary Report	X	
37.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.		
	S. LABOR CHARGES		
38.	The City does not pay overtime or holiday pay.	X	
39.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	X	
	T. TRAVEL TIME		

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
40.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	
	U. HOUR ROUNDING		
41.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	V. EXCESS PROJECT AMOUNT		
42.	When practical, a Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the contractor must obtain approval from the requesting department prior to beginning work. 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.	X	
	W. FAILURE FORM		
43.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	X	
44.	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification	X	
	X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS		
45.	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	X	
	Y. TERMINATION FOR DEFAULT		
46.	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	X	
	Z. TERMINATION FOR CAUSE OR CONVENIENCE		
47.	If the City of Huntsville elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	X	
48.	The chosen bidder shall be required to give the City of Huntsville 60 days' notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	X	
	AA. 24 HOUR CONTACT		
49.	Provide 3 contact names listing each 24-hour phone numbers.	N/A	
50.	Contact #1: Name: Phone Number(s):		
51.	Contact #2: Name: Phone Number(s):		
52.	Contact #3: Name: Phone Number(s):		
	BB. REFERENCES		
53.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.	N/A	
54.	Company Name: Contact Name: Address:		

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Phone Number: E-mail Address:		
55.	Company Name: Contact Name: Address: Phone Number: E-mail Address:		
56.	Company Name: Contact Name: Address: Phone Number: E-mail Address:		

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: _____

Description	Hourly Rate	Estimated Quantity	Subtotal
PRICING PART A			
Lead Laborer	\$85	8 HR	\$680.00
Helper Laborer	\$40	8 HR	\$320.00
PRICING PART B			
Boom Lift	10% mark up Per Day Rate	1 DAY	\$
Material Mark-up %	35%	1 LS	
TOTAL			\$

- **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.

Quality Glass Company Inc

Printed legal name of Bidder

Pamela A Johnson , Vice President

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

Pamela A Johnson
Signature

1/16/25
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): Quality Glass Company Inc
- City of Huntsville current taxpayer identification number (if available): 271690
(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: 107-622 Alabama
<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: Pamela A Johnson Title (if applicable): Vice President
 Type or legibly write name: Pamela A Johnson Date: 1/16/25



Alabama Secretary of State



Quality Glass Company, Inc.	
Entity ID Number	000-107-622
Entity Type	Domestic Corporation
Principal Address	HUNTSVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	12/16/1985
Registered Agent Name	JOHNSON, JOEL B
Registered Office Street Address	203 WHITE PICKET TRAIL MERIDIANVILLE, AL 35759
Registered Office Mailing Address	616 PEARL AVENUE HUNTSVILLE, AL 35801
Nature of Business	GLASS
Capital Authorized	10,000 NPV
Capital Paid In	10,000 NPV
Incorporators	
Incorporator Name	BROCK, S CLAYTON JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	JOHNSON, JOEL J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	LATHAM, DONALD R
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	JOHNSON, JOEL B
Incorporator Street Address	Not Provided

Quality Glass Company, Inc.	
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 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 2022 2023 2024
Transactions	
Transaction Date	09/11/2015
Agent Mailing Address Changed From	* Added
Transaction Date	09/11/2015
Registered Agent Changed From	LATHAM, DONALD R 1008 SAN RAMON AVE HUNTSVILLE, AL 35802
Scanned Documents	
Document Date / Type / Pages	12/16/1985 Certificate of Formation <u>6</u> pgs.
Document Date / Type / Pages	09/11/2015 Registered Agent Change <u>2</u> pgs.

[Browse Results](#)

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**APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

1. BIDDER INFORMATION

Business Organization

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

Quality Glass Company Inc

Doing-Business-As Name of Proposer:

Principal Office Address:

616 Pearl Ave Huntsville, AL 35801

Telephone Number:

256-534-4322

Fax Number:

256-533-1334

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:

December 16, 1995

Location of incorporation:

Huntsville, AL

The corporation is held:

Publicly Privately

Names and titles of corporate officers:

Joel B Johnson, President

Pamela A Johnson, Vice President

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

City Employee Yes ___ No ___
If "Yes," Department _____

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

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

Pamela A Johnson

Signature of Proposer

Pamela A Johnson

Print or Type Name of Proposer

1/16/25

Date

Quality Glass Company Inc

Legal Name of Firm

616 Pearl Ave

Mailing Address

Huntsville AL 35801

City State Zip Code

256-534-4322 256-533-1334

Phone

Fax

pam@qualityglassco.net

Email Address

www.qualityglassco.net

Website Address



Company ID Number: 522978

Approved by:

Employer Quality Glass Co., Inc	
Name (Please Type or Print) Wendy J McCormick	Title
Signature Electronically Signed	Date 03/20/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/20/2012



Company ID Number: 522978

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Quality Glass Co., Inc
Company Facility Address	616 Pearl Ave Huntsville, AL 35801
Company Alternate Address	
County or Parish	MADISON
Employer Identification Number	630916146
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



HUNTSVILLE

Tommy Battle
Mayor

City of Huntsville, Alabama

Finance Department
Procurement Services Division

Invitation For Bids Uniformed Unarmed Security Patrol Services

Invitation for Bid #:	20-2025-41
Issue Date:	January 7, 2025
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 21, 2025 @ 2:00 PM All questions must be submitted in writing to carrie.power@huntsvilleal.gov
IFB Closing Date:	January 28, 2025 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power carrie.power@huntsvilleal.gov (256) 564-8060
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original
City File Reference:	Uniformed Unarmed Security Patrol Services

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 requires. 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. **DYNMIC SECURITY ACCEPTS ALL THE RESPONSIBILITIES OF THIS SECTION D AS PUBLISHED HEREIN.**

DFE
1.20.25

Specific Functional Requirements			
I.	RESPONSIBILITY OF THE CONTRACTOR	YES	NO
A.	Local office must be located within 50 miles of the City of Huntsville Municipal Building (305 Fountain Circle, Huntsville, AL 35801)	X	
B.	Supervision:		
	The Contractor shall provide the level of supervision necessary to ensure that employees are:	X	
1.	Properly qualified and trained to perform all duties as specified in accordance with the contract and for the security post assigned.	X	
2.	Maintain a continued state of proper training.	X	
C.	Insure Quality of Guards:	YES	NO
	The contractor is responsible for provide qualified, trained security guards. The City reserves the right to request replacement personnel at any time without cause. The City may request the Contractor to immediately remove a guard from the work site(s) should it be determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing security duties during their tour(s) of duty. The Contractor must comply with these requests and provide replacement personnel immediately. The City retains the right, however, to permanently remove any employee from performing duties under this contract should the employee's performance so warrant. For clarification, a determination that an employee is unfit may be made for, but not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:	X	
1.	Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites.	X	
2.	Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting, Also participation in disruptive activities which interfere with the normal and efficient operations of the City.	X	
3.	Theft, vandalism immoral conduct, or any other criminal actions.	X	
4.	Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.	X	
5.	Improper use of official authority or credentials.	X	
6.	Unauthorized use of communications equipment or City property.	X	
7.	Violation of security procedures or regulations.	X	
8.	Unauthorized post abandonment that would jeopardize the safety or security of personnel or the facility.	X	
9.	Bringing firearms onto City property	X	
10.	Maintain a daily log in/out sheet that will be kept at the desk at all times.	X	
II.	RESPONSIBILITY OF THE SECURITY GUARDS	YES	NO
	The following describes the minimum acceptable levels of service. Uniformed and unarmed personnel staffing guard must make specific rounds as specified by specific City personnel. The City of Huntsville reserves the right to be provided with replacement personnel upon request for any reason. Prior to submitting a proposal response, proposers must review the total job requirements to include but not be limited to the following:	X	

A.	Guard Desk Activity	YES	NO
1.	Monitoring the access/egress of staff/public, monitoring the removal of City property after hours, assisting the public with questions, monitoring lobby activity. Activities prohibited at any guard station include: eating, sleeping, reading, watching TV, excessive telephone usage, and smoking.	X	
2.	Other duties as assigned by the City	X	
B.	Building Checks:	YES	NO
1.	Visual checks of buildings are made to detect and cope with all emergency situations, and to establish a record of inspections, in the Daily Report.	X	
2.	General surveillance is performed to detect hazardous conditions and report in accordance with procedures potentially hazardous conditions and items in need of repair, to include but not limited to smoke, fire, leaky faucets, toilet stoppages, broken or slippery floor surfaces, appliances left running, unusual noises, personnel found in areas after working hours, break-ins, and vandalism.	X	
3.	Instructions will be given to security personnel outlining the time schedule for visual inspections of each area, turning lights on and off, lock and unlock doors, conduct tour scan rounds, and other duties as assigned.	X	
4.	Interior Areas - Checks will include open doors, lights left on, mechanical area checks, roof, stairwells, work areas, vaults, safes, fire doors, exit lights, maintenance areas, garages, janitorial closets, storage area, and loading docks.	X	
5.	Exterior Areas - Checks will include parking lot, lighting, exterior doors, Vehicles parked in lot open or damage windows.	X	
6.	If any door cannot be locked, contractor will notify General Services immediately	X	
C.	Access Control:	YES	NO
	The primary function of security after business hours is to control the access of people into the building. Access procedures will include:	X	
1.	List of authorized staff	X	
2.	Type of Identification required to be shown	X	
3.	Time/Days on which ID is required to be shown	X	
4.	Location of sign-in log	X	
5.	Visitors/guests in the building after-hours	X	
6.	Requirements for moving city property after-hours	X	
7.	Procedures for staff working late and utilizing the alarm system	X	
D.	Administrative Notification:	YES	NO
	Security personnel will be provided with the following information in case of an emergency situation:	X	
1.	Contact person – Huntsville Police Dispatch/Communications (256) 722-7100	X	
2.	Phone number - 24 hour number that will offer immediate information in case of an emergency.	X	
E.	Communications:	YES	NO
	The Contractor will be responsible for providing their personnel with CELLULAR OR DIGITAL PORTABLE TELEPHONES whereby they can be contacted and can contact proper authorities at all times. They must be carried at all times by the security personnel and should be attached to the belt. Security personnel will conduct equipment checks at the beginning of each shift to ensure proper operation.	X	
F.	Emergency Services:	YES	NO
1.	Medical: Security personnel will be certified in basic first aid and CPR and verification of training must be provided at pre-award meeting. Security personnel will be aware of the location of medical supplies and maintain a current stock of necessary first aid materials, notify proper emergency authorities, offer immediate first aid until emergency crew arrives and keep spectators clear of the area. All medical emergencies will be reported in the "Accident/Incident Report" outlining the following:	X	
	a. Location of Accident or Incident	X	
	b. Type of emergency	X	

	<ul style="list-style-type: none"> c. Whether or not 911 was called d. Additional action taken 	X	
2.	<p>Bomb: Security staff will be trained in basic bomb threat emergency procedures. Any unusual packages, sacks, bags, boxes, luggage or briefcases which appear to be out of place or abnormal should be reported immediately to E911 and Huntsville Police. Any information received concerning a bomb should also be immediately reported to E911 and Huntsville Police. Evacuation will take place only when directed by 911 or Huntsville Police. UPON DIRECTION, security personnel will assist in conducting a preliminary search of the facility, Including:</p> <ul style="list-style-type: none"> a. Exterior perimeter of the building b. Gates, doors and dock areas c. Restrooms d. Mechanical rooms and roof e. Stairwells and work areas 	X	
	<p>Security personnel may also be required to assist by announcing an emergency evacuation and assisting in moving people a minimum of 200 feet from the building, keeping 911 informed of status if emergency rescue unit is not on the scene, announcing the all clear when 911 or Huntsville Police has given permission, and allowing staff to re-enter the building.</p>	X	
3.	<p>Theft: Security staff will be trained in the basic principal of crime scene protection and procedures. If a secured area shows signs of breaking, entering, or both, or that vandalism or some other crime has occurred, the following actions should be taken:</p> <ul style="list-style-type: none"> a. Immediately notify E911 and the owner's representative of damage and/or loss. b. Secure and preserve the crime scene. DO NOT touch or disturb anything. <p>Document immediately any items that are missing, disturbed or tampered with. The "Accident/Incident Report" should contain the time of the following actions: (1)Notification of Police Communications, (2)Notification of Owner's Representative, and (3)Arrival of Police.</p>	X	
4.	<p>Violence:</p> <ul style="list-style-type: none"> a. The security guard is to be trained to watch and detect human behaviors that would lend to violence, such as anxieties, extreme depression. b. The security guard is to be capable of taking actions to ensure that these people c. are isolated and contact the proper authorities to help control possible violence. 	X	
III.	WORK SCHEDULES	YES	NO
	<p>Man-hours are those hours which are identified as the basic service currently being essential to the performance of this contract, and are the man-hours which must be provided when performance under this contract begins. Individual posts, as well as the number of hours required at individual post(s) may be added to or deleted from this contract based upon the City's requirements. The City has the unilateral right to order services in excess of the man-hours as long as the increase is within the scope of the contract, and the Contractor will be obligated to provide services at the contract rate.</p>	X	
A.	Establishing Work Schedules:		
1.	All guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job and in full uniform until the end of their full tour of duty.	X	
2.	The duties of the guard posts require that a guard not leave the post until properly relieved.	X	
3.	When a guard is removed from an assigned post the Contractor must first inform the appropriate City representative.	X	
B.	Work Schedules:	YES	NO
1.	MUNICIPAL COMPLEX:		
	<ul style="list-style-type: none"> a. Location: 305 Fountain Circle, Huntsville, Alabama b. Contact: Sgt. Chris Davis or Chief Scott Hudson (256) 722-7100 c. Description of Property: Administration Building (seven floors) and possibly other City facilities. Specific instructions on securing the building and other duties will be provided. 	X	

	<p>d. Duties: Guard desk will be maintained in a professional manner and manned in the lobby of the Administration Building Monday thru Friday from 6:00 A.M. until 10:00 P.M. to lock and secure all doors.</p> <p>On Council Meeting nights, the guard is to remain until the building is cleared. All other hours will be spent either on duty at the guard desk or on rounds or call outs within the complex. These hours may be altered at the Huntsville Police Department's request.</p> <p>Hours: Five (5) days per week, 6 PM to 10:00PM or until Administration Building is cleared.</p>	X	
2.	e. ON CALL SERVICES:	YES	NO
	<p>a. Location: As required throughout the City of Huntsville.</p> <p>b. Contact: This type of service will be initiated by the Huntsville Police Department.</p> <p>c. Duties: Duties will vary depending upon location and situation. All duties will be as defined under general requirements.</p> <p>d. Hours: Availability must be twenty-four (24 hours) daily, seven (7) days per week. A two (2) hour maximum response time is required.</p> <p>Any On-Call services requested by the City of Huntsville by giving the contractor a minimum of 48 hours advance notice will not be subject to any overtime charges. In the event services are requested given less than 48 hour notice, the City of Huntsville will pay overtime at a rate equal to regular time and a half for the first 48 hours required.</p>	X	
IV.	SUPPORT EQUIPMENT, UNIFORMS, MATERIALS AND PARKING	YES	NO
A.	The contractor shall furnish and maintain in acceptable condition, at no cost to contract guard employees, adequate parking and all equipment necessary to perform this contract to include but not limited to the following:	X	
	1. Flashlights	X	
	2. Security Uniforms (neatly maintained and well fitting)		
	The Contractor's guard force uniforms shall be a color in general use by security organizations and shall be readily distinguishable from those of local and state law enforcement agencies and from those of Federal Protective Officers. All employees performing under this contract shall wear the same color and style of uniform. Appropriately styled feminine uniforms shall be worn by female members of the guard force.	X	
	The Contractor shall, prior to the contract performance date, issue a quantity of uniform items to ensure that each guard is in proper uniform while on post as specified.	X	
	NOTE: NO GUARD MAY ENTER ON DUTY UNTIL THEY HAVE A COMPLETE SET OF UNIFORMS WHICH DO NOT HAVE TO BE NEW BUT MUST HAVE A LIFE EXPECTANCY EQUAL TO OR LONGER THAN THE TERM OF THIS CONTRACT.	X	
	The Contractor shall provide inclement weather clothing (raincoats, cap covers, overcoats, overshoes, mittens, etc.) as appropriate for each guard post.	X	
B.	Badges:	YES	NO
	Appropriately lettered breast and cap badges shall be worn as part of the uniform bearing the Company name by which the guard is employed and prominently displayed as part of the uniform. Shoulder patches lettered to indicate the identity of the Contractor shall be worn on the left shoulder of the uniform jacket and shirt. Identification name tags shall be worn over the right breast shirt pocket. No other identification of the Contractor or employee shall be worn or displayed on the uniform. Each employee will be given an access card to the building from the Huntsville Police Department. They are responsible for this equipment and must report any lost or stolen cards. Once they no longer work at City Hall, they must return the badge to Sgt. Chris Davis.	X	
C.	Communications Equipment:	YES	NO
	Cellular Telephones as defined in this contract	X	
	NOTE: EACH GUARD ON DUTY SHALL BE EQUIPPED WITH SUPPLEMENTARY EQUIPMENT INCLUDING, BUT NOT LIMITED TO	X	

	NOTEBOOKS, PENS, PENCILS, FLASHLIGHTS (4 "D" CELL-FLASHLIGHT BATTERIES AND BULBS).	X	
D.	Vehicle:	YES	NO
	The Security Contractor is not required to provide a vehicle.	X	
V.	QUALIFICATIONS OF PERSONNEL	YES	NO
	To be eligible to perform under this contract each contract employee must meet the following education, experience, medical and security requirements. Proposers must describe their procedures for recruitment, background checks, and what verification will be provided to the City of Huntsville to certify that these procedures have been followed. The City of Huntsville Police Department will not provide background checks for this contract. Describe the employee benefit package.	X	
A.	Five or more years of verifiable experience in the security guard industry. The contractor must provide verification to the city for each employee. The city may waive this requirement on short assignments.	X	
B.	The ability to fluently speak, understand, and read English.	X	
C.	The ability to meet and deal with the general public.	X	
D.	The ability to read, understand and apply rules, detailed orders, instructions, and training materials.	X	
E.	The ability to maintain poise and self-control under stress.	X	
F.	Security personnel must be physically able to make the scanner tour rounds on foot with 60 bar codes to be scanned on the first tour and approximately 40 bar codes on the remaining tours a minimum of one (1) per hour.	X	
G.	Must perform all aspects of the job without assistance unless pre-approved by General Service Department.	X	
H.	The ability to construct and write clear, concise accurate and detailed reports.	X	
I.	The Contractor shall insure that all employees are in good general health without physical defects or abnormalities which would interfere with the performance of duties.	X	
J.	They shall possess good vision and capable of hearing ordinary conversation at 20 feet.	X	
VI.	DELIVERABLES	YES	NO
A.	Original invoices shall be submitted with the Bid Number included on the invoice on the first of each month to: FORWARD INVOICES TO: City of Huntsville Accounts Payable accountspayable@huntsvilleal.gov	X	
	The following are requirements for a proper invoice: A. Name and address of Contractor B. Invoice date and invoice number C. RFP Number D. Name, title, phone number and mailing address of person to be notified in event of a discrepancy in the invoice	X	
B.	DAILY REPORT	YES	NO
	A chronological record of events during each shift will be completed prior to the security officer leaving the facility at the end of each shift. The following are examples of routine events which should be recorded on the "Daily Report":	X	
	1. Escorts of employees/public to parking areas 2. Opening and closing of doors and areas 3. Routine building checks 4. Special request and assignments 5. Any extended absence from guard desk	X	
C.	ACCIDENT / INCIDENT REPORT	YES	NO

	All accidents and incidents should be recorded in a written report containing an Accident/Incident Report Number, name of the person reporting, name of victim or suspect, circumstances of occurrence requiring immediate attention should be promptly reported to the proper authority and Huntsville Police Dispatch/Communications at 256-722-7100. The following are examples of situations which should be recorded using this report and the proper authority and General Services must be notified:	X	
	<ol style="list-style-type: none"> 1. Fire, smoke, and other safety hazards 2. Damage to Facility and loss of property 3. Suspicious person, activities, or objects 4. Unsecured doors 5. Inability to secure facility 6. Broken lock/alarm system 7. Lost building master keys 8. Any death, injury, or illness occurring within the facility 9. Mechanical malfunctions 10. Radio malfunctions, jamming, etc. 11. Major or Minor water leaks or other Facility problems 12. Alleged theft, holdups and burglaries, breaking and entering 13. Acts of vandalism or their property damage 14. Drunken, disorderly or violent conduct 15. Threats against life and property 16. Suspicious person, activities, objects 17. Policy violations 	X	
	Additional Vendor Requirements		
VII.	CHECK-IN / CHECK-OUT	YES	NO
	At the City's option, the contractor may be required to check-in or check-out using one of the following methods.	X	
1.	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.	X	
2.	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.	X	
3.	The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	X	
	The Contractor will be responsible for providing their lead personnel with CELLULAR OR DIGITAL PORTABLE TELEPHONES whereby they can be contacted and can contact the requesting department at all times.	X	
VIII.	CHARACTER OF WORKMEN, METHODS AND EQUIPMENT	YES	NO
	The Contractor shall at all times employ sufficient labor and equipment for performing the several classes of work to full completion in the manner and time required by these specifications.	X	
	All workmen shall have sufficient skill and experience to perform the work assigned to them. Workmen engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment to perform all work properly and satisfactorily.	X	
	Any person employed by the Contractor or by a Subcontractor who, in the opinion of the Huntsville Police Department liaison, does not perform this work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Director, be removed forthwith by the Contractor or the Subcontractor employing such person, and shall not again be employed in any portion of the work without the approval of the Director.	X	

	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 Director may suspend the work by written notice until compliance with such orders.	X	
	All equipment which is proposed to be used on the work shall be at sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work.	X	
	When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that he demonstrates to the satisfaction of the Director will accomplish the contract work in conformity with the requirements of the contract.	X	
	When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Director. If the Contractor desires to use a method so type of equipment other than those specified in the contract, he may request authority from the Director 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 meet contract requirements, the Contractor shall discontinue construction with the specified method sand equipment.	X	
IX.	OSHA & LOCK OUT TAG OUT	YES	NO
	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources.	X	
X.	TRAVEL TIME	YES	NO
	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	
XI.	24 HOUR CONTACTS	YES	NO
	Provide 3 contact names listing each 24-hour phone numbers.	X	
	NAME: Joe Owens PHONE #: 256. 655.9587	X	
	NAME: Stacy Brasswell PHONE# 256. 326.9059	X	
	NAME: Darrell Jones PHONE # 205. 602.8568	X	
XII.	HOUR ROUNDING	YES	NO
	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
XII.	RESPONSE TIME	YES	NO
	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 one (1) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	X	

XIV	FAILURE FORM	YES	NO
	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". A sample document of the "Vendor Complaint Form" is shown as Exhibit "A" herein. The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	X	

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: _____

POSITION	Billable Rate Per Hour Regular Time
Security Officer	\$20.55

- Additional equipment not otherwise mentioned in the bid specifications may be requested by the Huntsville Police Department liaison, or his agent for adequate performance of duties, under a contract. Such items, if not standard issue, may be reimbursed at the contractor's cost plus a 10% burden. The City reserves the right to require validation of the actual cost of such equipment.
- The Following Are Considered Holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day and Christmas Day (December 25).
- Invoicing for Overtime And Holiday Rates Must Not Exceed Time and A Half.

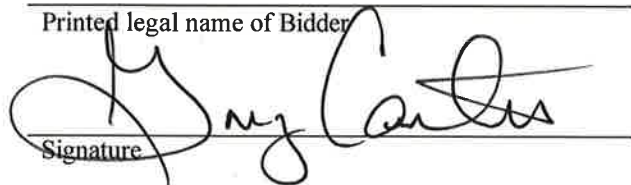
This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect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

Dynamic Security, Inc.

Greg Carter, V.P. of Business Development

Printed legal name of Bidder

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


Signature

1-20-25

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): Dynamic Security, Inc.
- City of Huntsville current taxpayer identification number (if available): 1725
(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"/> X Corporation	Number & State: 000-050-568 Alabama
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): V.P.

Type or legibly write name: Greg Carter Date: 1-20-25



Alabama Secretary of State



Dynamic Security, Inc.	
Entity ID Number	000-050-568
Entity Type	Domestic Corporation
Principal Address	MUSCLE SHOALS, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Colbert County
Formation Date	04/04/1978
Registered Agent Name	RIDDLE, SCOTT A
Registered Office Street Address	1102 WOODWARD AVE MUSCLE SHOALS, AL 35661
Registered Office Mailing Address	Not Provided
Nature of Business	SECURITY
Capital Authorized	\$1,000
Capital Paid In	\$1,000
Incorporators	
Incorporator Name	RIDDLE, JOHN
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	ATWELL, MARY NELL
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MCADAMS, LINDA
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005

Dynamic Security, Inc.

[2006](#) [2007](#) [2008](#) [2009](#) [2010](#) [2011](#)
[2012](#) [2013](#) [2014](#) [2016](#) [2017](#) [2018](#)
[2019](#) [2020](#) [2021](#) [2022](#) [2024](#)

Transactions

Transaction Date	03/03/1999
Registered Agent Changed From	* Added
Transaction Date	04/06/2006
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Transaction Date	03/17/2010
Registered Agent Changed From	KENNEMER, RUSSELL 1102 WOODWARD AVE MUSCLE SHOALS, AL 35661

Scanned Documents

Document Date / Type / Pages	03/03/1999 Registered Agent Change _ 1 pg.
Document Date / Type / Pages	04/06/2006 Registered Agent Change _ 1 pg.
Document Date / Type / Pages	03/17/2010 Registered Agent Change _ 1 pg.

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APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Dynamic Security, Inc.

Doing-Business-As Name of Proposer:

Dynamic Security, Inc.

Principal Office Address:

1102 Woodward Ave. Muscle Shoals, AL. 35661

Telephone Number:

256-383-5798

Fax Number:

256-383-6307

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:

1978

Location of incorporation:

Alabama

The corporation is held:

Publicly _____ Privately X

Names and titles of corporate officers:

John Riddle - President

Scott Riddle – Executive Vice President

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

City Employee 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

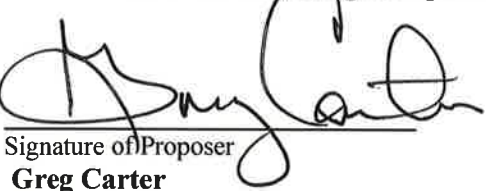
I hereby certify that I have read and understand the City of Huntsville’s General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements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

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
Greg Carter

Print or Type Name of Proposer
1-20-25

Date

Dynamic Security. Inc.

Legal Name of Firm
1102 Woodward Ave

Mailing Address
Muscle Shoals AL. 35661

City State Zip
205.383.5798

Phone Number
gcarter@dynamicsecurity.org

Email Address
www.dynamicsecurity.org

Website

Company ID Number: 473830

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 Dynamic Security, Inc.	
Sherry Spires Name (Please Type or Print)	Title
Electronically Signed Signature	12/13/2011 Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)	Title
Electronically Signed Signature	12/13/2011 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Dynamic Security, Inc.
Company Facility Address:	1102 Woodward Avenue Muscle Shoals, AL 35661
Company Alternate Address:	
County or Parish:	COLBERT
Employer Identification Number:	630743754