



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/27/2025

**File ID:** TMP-5338

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**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

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

Resolution No.

**Finance Information:**

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

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

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

**Special Circumstances:**

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

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** 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:

Vulcan Materials Company - Crushed Stone/Aggregate (Public Works Services) \$30,000.00

Tri-County Shoes, Inc. dba Red Wing Shoes758 - Safety Toes and Protective Footwear (Finance)

Alabama Flag and Banner - Flags, Flag Supplies & Repair Services (General Services)

Holston Gases, Inc. - Propane Services (General Services)

**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>
Vulcan Materials Company	Crushed Stone/Aggregate	One Year W/Extensions
Tri-County Shoes, Inc dba RedWing Shoes	Safety Toe and Protective Footwear	One Year W/Extensions
Alabama Flag and Banner	Flags, Flag Supplies & Repair Services	One Year W/Extensions
Holston Gases, Inc.	Propane Services	One Year W/Extensions

**ADOPTED** this the 27th day of March, 2025.

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

**APPROVED** this the 27th day of March, 2025.

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



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** PROCUREMENT SERVICES                      **DATE:** 3/17/25  
**FROM:** CHRIS MCNEESE                              **DEPT:** PUBLIC WORKS SERVICES  
**BID #:** 31-2025-55                      **COMMODITY/SERVICE:** CRUSHED STONE/AGGREGATE

### AGREEMENT BETWEEN CITY OF HUNTSVILLE AND VULCAN MATERIALS COMPANY

**RECOMMENDATION:** It is recommended that Vulcan Materials Company be awarded the bid for crushed stone and aggregate base as they were the overall lowest bidder.

DESCRIPTION	PRICE	UOM	COMMENT
SURGE STONE-PICKUP	19.00	TON	
DENSE GRADE BASE-PICKUP	16.50	TON	
1/2" CRUSHED STONE BASE-PICKUP	16.50	TON	
1 1/2" CRUSHED STONE BASE-PICKUP	16.50	TON	
CLASS 1 RIP RAP-PICKUP	24.50	TON	
CLASS 2 RIP RAP-PICKUP	25.00	TON	
NO. 2 AGGREGATE-PICKUP	21.00	TON	

**INITIAL PURCHASE:** \$30,000.00  
**FUNDING SOURCE:** 3020-55-00000-516010-0000000  
**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.

Christopher McNeese Digitally signed by Christopher McNeese  
Date: 2025.03.17 10:39:52 -05'00'  
 Department Head \_\_\_\_\_ Date \_\_\_\_\_

Rachel Biggs Digitally signed by Rachel Biggs  
Date: 2025.03.17 13:19:51 -05'00'  
 Procurement Manager \_\_\_\_\_ Date \_\_\_\_\_

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



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation -- Page 2

**TO:** PROCUREMENT SERVICES                      **DATE:** 3/17/25  
**FROM:** CHRIS MCNEESE                              **DEPT:** PUBLIC WORKS SERVICES  
**BID #:** 31-2025-55                      **COMMODITY/SERVICE:** CRUSHED STONE/AGGREGATE

DESCRIPTION	PRICE	UOM	COMMENT
NO. 57 AGGREGATE-PICKUP	22.00	TON	
NO. 67 AGGREGATE-PICKUP	22.50	TON	
NO. 78 AGGREGATE-PICKUP	24.00	TON	
NO. 89 AGGREGATE-PICKUP	24.00	TON	
NO. 810 AGGREGATE-PICKUP	16.50	TON	
SURGE STONE-DELIVERED UP TO 5 MILES	23.55	TON	
SURGE STONE-DELIVERED 6-10 MILES	25.35	TON	
SURGE STONE-DELIVERED 11-15 MILES	26.90	TON	
SURGE STONE-DELIVERED 16-20 MILES	28.10	TON	
SURGE STONE-DELIVERED 21-25 MILES	29.65	TON	
DENSE GRADED BASE-DELIVERED UP TO 5 MILES	21.05	TON	
DENSE GRADED BASE-DELIVERED 6-10 MILES	22.85	TON	
DENSE GRADED BASE-DELIVERED 11-15 MILES	24.40	TON	
DENSE GRADED-DELIVERED 16-20 MILES	25.60	TON	
DENSE GRADED-DELIVERED 21-25 MILES	27.15	TON	
1/2" CRUSHED STONE BASE-DELIVERED UP TO 5 MI	21.05	TON	
1/2" CRUSHED STONE-DELIVERED 6-10 MILES	22.85	TON	
1/2" CRUSHED STONE-DELIVERED 11-15 MILES	24.40	TON	
1/2" CRUSHED STONE-DELIVERED 16-20 MILES	25.60	TON	
1/2" CRUSHED STONE-DELIVERED 21-25 MILES	27.15	TON	
1 1/2" CRUSHED STONE BASE-DELIVERED UP TO 5 M	21.05	TON	
1 1/2" CRUSHED STONE BASE-DELIVERED 6 -10 MIL	22.85	TON	
1 1/2" CRUSHED STONE BASE-DELIVERED 11-15 MIL	24.40	TON	
1 1/2" CRUSHED STONE BASE-DELIVERED 16-20 MIL	25.60	TON	
1 1/2" CRUSHED STONE BASE-DELIVERED 21-25 MIL	27.15	TON	
CLASS 1 RIP RAP-DELIVERED UP TO 5 MILES	30.05	TON	
CLASS 1 RIP RAP-DELIVERED 6-10 MILES	31.85	TON	
CLASS 1 RIP RAP-DELIVERED 11-15 MILES	33.40	TON	
CLASS 1 RIP RAP-DELIVERED 16-20 MILES	34.60	TON	
CLASS 1 RIP RAP-DELIVERED 21-25 MILES	36.15	TON	
CLASS 2 RIP RAP-DELIVERED UP TO 5 MILES	30.55	TON	



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 3

**TO:** PROCUREMENT SERVICES                      **DATE:** 3/17/25  
**FROM:** CHRIS MCNEESE                              **DEPT:** PUBLIC WORKS SERVICES  
**BID #:** 31-2025-55                      **COMMODITY/SERVICE:** CRUSHED STONE/AGGREGATE

DESCRIPTION	PRICE	UOM	COMMENT
CLASS 2 RIP RAP-DELIVERED 6-10 MILES	32.35	TON	
CLASS 2 RIP RAP-DELIVERED 11-15 MILES	33.90	TON	
CLASS 2 RIP RAP-DELIVERED 16-20 MILES	35.10	TON	
CLASS 2 RIP RAP-DELIVERED 21-25 MILES	36.65	TON	
#2 CRUSHED STONE-DELIVERED UP TO 5 MILES	25.55	TON	
#2 CRUSHED STONE-DELIVERED 6-10 MILES	27.35	TON	
#2 CRUSHED STONE-DELIVERED 11-15 MILES	28.90	TON	
#2 CRUSHED STONE-DELIVERED 16-20 MILES	30.10	TON	
#2 CRUSHED STONE-DELIVERED 21-25 MILES	31.65	TON	
#57 CRUSHED STONE-DELIVERED UP TO 5 MILES	26.55	TON	
#57 CRUSHED STONE-DELIVERED 6-10 MILES	28.35	TON	
#57 CRUSHED STONE-DELIVERED 11-15 MILES	29.90	TON	
#57 CRUSHED STONE-DELIVERED 16-20 MILES	31.10	TON	
#57 CRUSHED STONE-DELIVERED 21-25 MILES	32.65	TON	
#67 CRUSHED STONE DELIVERED UP TO 5 MILES	27.05	TON	
#67 CRUSHED STONE DELIVERED 6-10 MILES	28.85	TON	
#67 CRUSHED STONE DELIVERED 11-15 MILES	30.40	TON	
#67 CRUSHED STONE DELIVERED 16-20 MILES	31.60	TON	
#67 CRUSHED STONE DELIVERED 21-25 MILES	33.15	TON	
#78 CRUSHED STONE-DELIVERED UP TO 5 MILES	28.55	TON	
#78 CRUSHED STONE-DELIVERED 6-10 MILES	30.35	TON	
#78 CRUSHED STONE-DELIVERED 11-15 MILES	31.90	TON	
#78 CRUSHED STONE-DELIVERED 16-20 MILES	33.10	TON	
#89 CRUSHED STONE-DELIVERED UP TO 5 MILES	28.55	TON	
#89 CRUSHED STONE-DELIVERED 6-10 MILES	30.35	TON	
#89 CRUSHED STONE-DELIVERED 11-15 MILES	31.90	TON	
#89 CRUSHED STONE-DELIVERED 16-20 MILES	33.10	TON	
#89 CRUSHED STONE-DELIVERED 21-25 MILES	34.65	TON	
#810 CRUSHED STONE-DELIVERED UP TO 5 MILES	21.05	TON	
#810 CRUSHED STONE-DELIVERED 6-10 MILES	22.85	TON	
#810 CRUSHED STONE-DELIVERED 11-15 MILES	24.40	TON	



## APPENDIX D DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
<b>I. SERVICE REQUIREMENTS</b>			
1	All crushed stone and dense graded aggregate base shall meet the specifications set forth by the State of Alabama Highway Department.	X	
2	Vendors must submit a total price per ton picked up at the plant or delivered as per the following attached sheets.	X	
3	Bid price shall include the exact cost of crushed stone, and delivery charges.	X	
4	<p>Vendors must list their location(s) where material can be picked up. The City of Huntsville reserves the right to award the bid to vendor(s) who are located near the job site or city office where the crushed stone aggregate base will be used and stockpiled.</p> <p>(1) Location: <u>Huntsville Quarry</u> <u>4210 Stringfield Rd Huntsville, AL 35810</u></p> <p>(2) Location: <u>Redstone Yard</u> <u>2053 Vermont Rd SW Huntsville, AL 35802</u></p>		

3. Trinity Quarry  
3950 Alabama Hwy 20 West  
Trinity, AL 35673

4. Gurley Quarry  
133 Salty Bottom Rd  
Gurley, AL 35748



## 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:**   N/A  

See separate file Crushed Stone and Aggregate Base Pricing Form 2025.xlsx

Bidder must complete, sign and submit this form with the bid response.

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.

  CODY DUNABAN    
Printed legal name of Bidder

  *[Signature]*    
Signature

  Mitesh Shah - President, Southern + Gulf Coast Division    
Printed name of individual/corporate officer/general partner/joint venturer AND Title

  3-11-25    
Date

**Crushed Stone and Aggregate Base Pricing Form**

**\*PLEASE USE EXCEL SHEET TO ENTER INFORMATION\***

<b>Item #</b>	<b>Item Description</b>	<b>UOM</b>	<b>Estimated Qty's</b>	<b>Price</b>
1	SURGE STONE - PICK UP	TON	2000	\$ 19.00
2	DENSE GRADED BASE - PICK UP	TON	7000	\$ 16.50
3	1/2" CRUSHED STONE BASE - PICK UP	TON	500	\$ 16.50
4	1-1/2" CRUSHED STONE BASE - PICK UP	TON	4000	\$ 16.50
5	CLASS 1 RIP RAP - PICK UP	TON	6000	\$ 24.50
6	CLASS 2 RIP RAP - PICK UP	TON	4000	\$ 25.00
7	NO. 2 AGGREGATE - PICK UP	TON	5000	\$ 21.00
8	NO. 57 AGGREGATE - PICK UP	TON	10000	\$ 22.00
9	NO. 67 AGGREGATE - PICK UP	TON	2000	\$ 22.50
10	NO. 78 AGGREGATE - PICK UP	TON	6000	\$ 24.00
11	NO. 89 AGGREGATE - PICK UP	TON	500	\$ 24.00
12	NO. 810 AGGREGATE - PICK UP	TON	500	\$ 16.50
13	SURGE STONE - DELIVERED UP TO 5 MILES	TON	500	\$ 23.55
14	SURGE STONE - DELIVERED 6 TO 10 MILES	TON	500	\$ 25.35
15	SURGE STONE - DELIVERED 11 TO 15 MILES	TON	500	\$ 26.90
16	SURGE STONE - DELIVERED 16 TO 20 MILES	TON	500	\$ 28.10
17	SURGE STONE - DELIVERED 21 TO 25 MILES	TON	500	\$ 29.65
18	DENSE GRADED BASE - DELIVERED UP TO 5 MILES	TON	1000	\$ 21.05
19	DENSE GRADED BASE - DELIVERED 6 TO 10 MILES	TON	2000	\$ 22.85
20	DENSE GRADED BASE - DELIVERED 11 TO 15 MILES	TON	2000	\$ 24.40
21	DENSE GRADED BASE - DELIVERED 16 TO 20 MILES	TON	1000	\$ 25.60
22	DENSE GRADED BASE - DELIVERED 21 TO 25 MILES	TON	500	\$ 27.15
23	1/2" CRUSHED STONE BASE - DELIVERED UP TO 5 MILES	TON	500	\$ 21.05
24	1/2" CRUSHED STONE BASE - DELIVERED 6 TO 10 MILES	TON	1000	\$ 22.85
25	1/2" CRUSHED STONE BASE - DELIVERED 11 TO 15 MILES	TON	500	\$ 24.40
26	1/2" CRUSHED STONE BASE - DELIVERED 16 TO 20 MILES	TON	500	\$ 25.60
27	1/2" CRUSHED STONE BASE - DELIVERED 21 TO 25 MILES	TON	500	\$ 27.15
28	1-1/2" CRUSHED STONE BASE - DELIVERED UP TO 5 MILES	TON	500	\$ 21.05
29	1-1/2" CRUSHED STONE BASE - DELIVERED 6 TO 10 MILES	TON	500	\$ 22.85
30	1-1/2" CRUSHED STONE BASE - DELIVERED 11 TO 15 MILES	TON	500	\$ 24.40
31	1-1/2" CRUSHED STONE BASE - DELIVERED 16 TO 20 MILES	TON	500	\$ 25.60

32	1-1/2" CRUSHED STONE BASE - DELIVERED 21 TO 25 MILES	TON	500	\$	27.15
33	CLASS 1 RIP RAP - DELIVERED UP TO 5 MILES	TON	500	\$	30.05
34	CLASS 1 RIP RAP - DELIVERED 6 TO 10 MILES	TON	500	\$	31.85
35	CLASS 1 RIP RAP - DELIVERED 11 TO 15 MILES	TON	500	\$	33.40
36	CLASS 1 RIP RAP - DELIVERED 16 TO 20 MILES	TON	500	\$	34.60
37	CLASS 1 RIP RAP - DELIVERED 21 TO 25 MILES	TON	500	\$	36.15
38	CLASS 2 RIP RAP - DELIVERED UP TO 5 MILES	TON	500	\$	30.55
39	CLASS 2 RIP RAP - DELIVERED 6 TO 10 MILES	TON	500	\$	32.35
40	CLASS 2 RIP RAP - DELIVERED 11 TO 15 MILES	TON	500	\$	33.90
41	CLASS 2 RIP RAP - DELIVERED 16 TO 20 MILES	TON	500	\$	35.10
42	CLASS 2 RIP RAP - DELIVERED 21 TO 25 MILES	TON	500	\$	36.65
43	#2 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	\$	25.55
44	#2 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	500	\$	27.35
45	#2 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	500	\$	28.90
46	#2 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	500	\$	30.10
47	#2 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	500	\$	31.65
48	#57 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	\$	26.55
49	#57 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	1000	\$	28.35
50	#57 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	1000	\$	29.90
51	#57 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	1000	\$	31.10
52	#57 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	1000	\$	32.65
53	#67 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	\$	27.05
54	#67 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	500	\$	28.85
55	#67 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	500	\$	30.40
56	#67 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	500	\$	31.60
57	#67 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	500	\$	33.15
58	#78 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	\$	28.55
59	#78 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	500	\$	30.35
60	#78 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	1000	\$	31.90
61	#78 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	500	\$	33.10
62	#78 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	500	\$	34.65
63	#89 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	\$	28.55
64	#89 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	500	\$	30.35
65	#89 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	500	\$	31.90

66	#89 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	500	\$	33.10
67	#89 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	500	\$	34.65
68	#810 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	\$	21.05
69	#810 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	500	\$	22.85
70	#810 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	500	\$	24.40
71	#810 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	500	\$	25.60
72	#810 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	500	\$	27.15
73	#5 CRUSHED STONE - PICK UP	TON	1000	\$	22.00
74	#5 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	\$	26.55
75	#5 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	500	\$	28.35
76	#5 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	500	\$	29.90
77	#5 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	500	\$	31.10
78	#5 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	500	\$	32.65
79	24 MOD - PICK UP	TON	250	\$	21.00
<b>Total Price</b>					<b>\$2,152.15</b>

## 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): Vulcan Construction Materials, LLC
- City of Huntsville current taxpayer identification number (if available): 874  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input checked="" type="checkbox"/> LLC (Multi-Member)	Number & State: <u>63-1211833</u> <u>Delaware</u>
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: Cody Dunaban Title (if applicable): Sales Rep  
 Type or legibly write name: CODY DUNABAN Date: 3-11-25



# Alabama Secretary of State



<b>Vulcan Materials Company, Inc.</b>	
Entity ID Number	000-938-753
Legal Name in Place of Origin	Vulcan Materials Company
Entity Type	Foreign Corporation
Principal Address	1200 URBAN CENTER DR BIRMINGHAM, AL 35242
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	New Jersey
Formation Date	02/14/2007
Qualify Date	03/20/2008
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Nature of Business	
Capital Authorized	
Capital Paid In	
<b>Annual Reports</b>	
Report Year	<a href="#">2009</a> <a href="#">2010</a> <a href="#">2011</a> <a href="#">2012</a> <a href="#">2013</a> <a href="#">2014</a> <a href="#">2015</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2021</a> <a href="#">2022</a> <a href="#">2023</a> <a href="#">2024</a>
<b>Transactions</b>	
Transaction Date	04/28/2017
Registered Agent Changed From	CSC LAWYERS INCORPORATING SRV INC 150 S PERRY ST MONTGOMERY, AL 36104
Transaction Date	02/12/2020
Agent Mailing Address Changed From	CORPORATION SERVICE COMPANY INC 641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Transaction Date	02/12/2020

<b>Vulcan Materials Company, Inc.</b>	
Registered Agent Changed From	CORPORATION SERVICE COMPANY INC 641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
<b>Scanned Documents</b>	
Document Date / Type / Pages	<u>03/20/2008</u> Certificate of Formation — 2 pgs.
Document Date / Type / Pages	<u>04/28/2017</u> Registered Agent Change — 1 pg.
Document Date / Type / Pages	<u>02/12/2020</u> Registered Agent Change — 2 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):

Vulcan Construction Materials, LLC

Doing-Business-As Name of Proposer:

Vulcan Materials Company

Principal Office Address:

	Local Address
<u>1200 Urban Center Dr</u>	<u>4210 Springfield Rd NW</u>
<u>Birmingham, AL 35242</u>	<u>Huntsville, AL 35806</u>

Telephone Number:

256-852-0411

Fax Number:

256-340-1610

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

- Corporation \_\_\_\_\_
- Partnership \_\_\_\_\_
- Individual \_\_\_\_\_
- Joint Venture \_\_\_\_\_
- Other (describe): X \_\_\_\_\_

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 6/30/2015

Location of incorporation: DELAWARE

The corporation is held: Publicly \_\_\_ Privately X

\* Proposer's ultimate parent company, Vulcan Materials Company, is a publicly held company.

Names and titles of corporate officers:

Thompson S. Baker II - President

Mitesh Shah - President, Southern & Gulf Coast Division

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

CODY DUNAGAN  
\_\_\_\_\_  
Print or Type Name of Proposer

3-11-2025  
\_\_\_\_\_  
Date

Vulcan Construction Materials, LLC  
\_\_\_\_\_  
Legal Name of Firm

1200 Urban Center Dr.  
\_\_\_\_\_  
Mailing Address

Birmingham AL 35242  
\_\_\_\_\_  
City State Zip Code

256-303-4766 256-340-1610  
\_\_\_\_\_  
Phone Fax

dunagan@vmcmail.com  
\_\_\_\_\_  
Email Address

www.vulcanmaterials.com  
\_\_\_\_\_  
Website Address

**Company ID Number: 490083**

## **THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING**

### **ARTICLE I**

#### **PURPOSE AND AUTHORITY**

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

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

### **ARTICLE II**

#### **FUNCTIONS TO BE PERFORMED**

##### **A. RESPONSIBILITIES OF SSA**

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

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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).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. 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.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, 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 Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the 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.

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 regarding E-Verify.

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

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

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

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

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

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 photocopy must be of sufficient quality to allow for verification of the photo

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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and 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) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. 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 non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, 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, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption 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 non-match 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 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. 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, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. 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 unfair immigration-related 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-

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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).

12. 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.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU 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 acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that 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.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, 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 timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate 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 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify 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 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate 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.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause 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 pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause 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 new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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Article II.C.5, the employee's work authorization has not expired, and 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 stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the 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 subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed 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 with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, 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.

### **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 the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 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

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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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. The Employer agrees to check the E-Verify system regularly for case updates.

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

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

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## **ARTICLE IV**

### **SERVICE PROVISIONS**

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**

### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU 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 procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. 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 they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

**Company ID Number: 490083**

D. 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.

E. 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.

F. The Employer understands that the fact of 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).

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

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



Company ID Number: 490083

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 Vulcan Construction Materials, SGC Division**

**Karen Spruell**

Name (Please Type or Print)	Title
<b>Electronically Signed</b>	<b>01/16/2012</b>
Signature	Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)	Title
<b>Electronically Signed</b>	<b>01/16/2012</b>
Signature	Date

**Information Required for the E-Verify Program**

**Information relating to your Company:**

Company Name:	Vulcan Construction Materials, SGC Division
Company Facility Address:	1200 Urban Center Drive
	Birmingham, AL 35242
Company Alternate Address:	
County or Parish:	JEFFERSON
Employer Identification Number:	631211833

**Company ID Number: 490083**

North American Industry Classification Systems Code:	212
Administrator:	Vulcan Materials Company
Number of Employees:	100 to 499
Number of Sites Verified for:	1
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>	
• ALABAMA 1 site(s)	

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

Name:	Penny Thompson	Fax Number:
Telephone Number:	(205) 298 - 3738	
E-mail Address:	ThompsonP@vmcmail.com	



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** Tamara Yancy **DATE:** 3/13/2025  
**FROM:** Erin Motes **DEPT:** Finance  
**BID #:** 26-2025-13 **COMMODITY/SERVICE:** Safety Toe and Protective Footwear

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** Tri-County Shoes, Inc. dba RedWing Shoes 75

**RECOMMENDATION:** We recommend the bid be awarded to Tri-County Shoes, Inc. dba RedWing Shoes 758 as they were the only bidder

DESCRIPTION	PRICE	UOM	COMMENT
Discount percentage off all Safety Toe and Protective Footwear	20% off		

**INITIAL PURCHASE:** As Needed  
**FUNDING SOURCE:** Various  
**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.

**Penny L Smith** Digitally signed by Penny L Smith  
Date: 2025.03.14 09:14:18 -05'00' 3.14.25  
Department Head Date

**Tamara M Yancy** Digitally signed by Tamara M  
Yancy  
Date: 2025.03.13 15:01:10 -05'00' 3.13.2025  
Procurement Manager Date

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



## APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of product 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 Requirement	Compliant?	
		Yes	No
<b>I. GENERAL</b>			
1	The employee may, in some instances, select an item that is more than the amount authorized by their department. When this occurs, the employee will pay any overage that exceeds the allowance directly to the successful Bidder at the time the order is picked up. Payment will be made with cash, debit card or credit card only (no checks). Sales tax is allowed to be charged against the overage amount.	✓	
2	A Purchase Order must be received by the Contractor prior to the sale of goods - NO EXCEPTIONS.	✓	
<b>II. RETURN POLICY</b>			
3	The City will apply the following policy to returned goods throughout the term of the contract. By signature on the bid, the Bidder acknowledges to have read, understood and agree with the following policy:	✓	
4	Returns generated by the successful Bidder's error, over shipment, defective merchandise, unacceptable substitution, etc. will be returned to the Contractor with no restocking charge to the City of Huntsville. At the option of the City of Huntsville, replacement merchandise will be delivered within thirty (30) days of notification. All freight will be borne by the successful Bidder.	✓	
5	Returns of merchandise generated by City of Huntsville error, over purchase, discontinued use, inventory reduction, etc. shall be accepted by the successful Bidder. All merchandise must be unused, in the original packaging and in suitable condition for resale. The successful Bidder may assess a restocking charge of not more than twenty (20%) percent or the restocking charge noted in the bid response, whichever is less. The restocking charge noted in the bid cannot exceed the successful Bidder's published restocking charge.	✓	
6	Return of merchandise more than thirty (30) days after receipt of purchase will be at the option of the Contractor. Restocking charges cannot exceed the successful Bidder's published catalog restocking fee for such returns.	✓	
7	Purchase orders for any item(s) listed in a contract awarded pursuant to this bid will be placed directly with the successful Contractor by the City of Huntsville. Points of sale are limited to the Contractor's retail storefront located within twenty (20) miles of City Hall, 305 Fountain Circle, Huntsville, AL 35801.	✓	
<b>III. WARRANTY</b>			
8	The Contractor shall provide, as a minimum, a three (3) month replacement warranty on all footwear to be free of defects in materials and workmanship, to include leaking in waterproof/water resistant styles.	✓	
9	Each Bidder is required to submit their warranty replacement policy and procedures with their bid response.	✓	
<b>V. DISCOUNT PERCENTAGE</b>			
10	A discount percentage must be specified for all items.	✓	
11	Quotes must be submitted for all items. All quotes must contain the list price, the discount percentage and the discounted price.	✓	

**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:** TRI-COUNTY SHOES, INC  
*John Klein*

**Discount Percentage off all Safety Toe and Protective Footwear** 20.0%

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.

TRI-COUNTY SHOES, INC  
Printed legal name of Bidder

*John Klein*  
Signature

JOHN KLEIN, PRESIDENT  
Printed name of individual/corporate officer/general partner/joint venturer AND Title

3/7/2025  
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): TRI-COUNTY SHOES, INC.  
dba RED WING SHOES 758
- City of Huntsville current taxpayer identification number (if available): 20597  
(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>000-241-630 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/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

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

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

Signature:  Title (if applicable): PRESIDENT  
 Type or legibly write name: JOHN KLEIN Date: 3/7/2025



# Alabama Secretary of State



<b>Tri-County Shoes, Incorporated</b>	
Entity ID Number	000-241-630
Entity Type	Domestic Corporation
Principal Address	MONTGOMERY, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	05/25/2005
Registered Agent Name	BUSINESS FILINGS INCORPORATED
Registered Office Street Address	2 NORTH JACKSON STREET, SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	Not Provided
Nature of Business	RETAILING SHOES/FOOTWEAR ACCESORIES
Capital Authorized	2,000
Capital Paid In	---
<b>Incorporators</b>	
Incorporator Name	BUSINESS FILINGS INCORPORATED
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
<b>Annual Reports</b>	
Report Year	<a href="#">2005</a> <a href="#">2006</a> <a href="#">2007</a> <a href="#">2008</a> <a href="#">2009</a> <a href="#">2010</a> <a href="#">2011</a> <a href="#">2012</a> <a href="#">2013</a> <a href="#">2014</a> <a href="#">2015</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2021</a> <a href="#">2022</a> <a href="#">2023</a>
<b>Transactions</b>	
Transaction Date	03/17/2010
Registered Agent Changed From	BUSINESS FILINGS INCORPORATED 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
<b>Scanned Documents</b>	
Document Date / Type / Pages	<a href="#">05/25/2005</a> <a href="#">Certificate of Formation</a> — 3 pgs.

<b>Tri-County Shoes, Incorporated</b>	
Document Date / Type / Pages	<u>03/17/2010</u> <u>Registered Agent Change</u> —1pg.

[Browse Results](#)

[New Search](#)

**APPENDIX C  
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

TRI-COUNTY SHOES, INC.

Doing-Business-As Name of Proposer:

RED WING SHOES 758

Principal Office Address:

6125 UNIVERSITY DR. NW STE C-8  
HUNTSVILLE AL 35806

Telephone Number:

256-971-2727

Fax Number:

256-971-2147

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:

5/25/2005

Location of incorporation:

MONTGOMERY AL

The corporation is held:

Publicly \_\_\_ Privately X

Names and titles of corporate officers:

JOHN KLEIN PRESIDENT

MICHELLE KLEIN 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

JOHN KLEIN  
\_\_\_\_\_  
Print or Type Name of Proposer

3/7/2025  
\_\_\_\_\_  
Date

TRI-COUNTY SHOES, INC  
\_\_\_\_\_  
Legal Name of Firm

6125 UNIVERSITY DR NW STE C-8  
\_\_\_\_\_  
Mailing Address

HUNTSVILLE AL 35806  
\_\_\_\_\_  
City State Zip Code

256-971-2724 256-971-2747  
\_\_\_\_\_  
Phone Fax

RWSS758@redwingshoes.com  
\_\_\_\_\_  
Email Address

https://stores.redwingshoes.com/huntsville-al  
\_\_\_\_\_  
Website Address





Company ID Number: 325058

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

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

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

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

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

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

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



Company ID Number: 325058

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



**Company ID Number:** 325058

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

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

### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and



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

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

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

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



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

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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

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

## **ARTICLE IV SERVICE PROVISIONS**

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

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

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

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





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## **B. TERMINATION**

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

## **ARTICLE VI PARTIES**

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



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

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

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

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



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**Approved by:**

<b>Employer</b> Tri-County Shoes, Inc	
<b>Name (Please Type or Print)</b> John F Klein	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 05/05/2010
<b>Department of Homeland Security - Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 05/05/2010



Company ID Number: 325058

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
<b>Company Name</b>	Tri-County Shoes, Inc
<b>Company Facility Address</b>	6125 University Dr C-8 Huntsville, AL 35806
<b>Company Alternate Address</b>	
<b>County or Parish</b>	MADISON
<b>Employer Identification Number</b>	202950144
<b>North American Industry Classification Systems Code</b>	448
<b>Parent Company</b>	
<b>Number of Employees</b>	5 to 9
<b>Number of Sites Verified for</b>	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	John F Klein
Phone Number	2569712727
Fax	2569712747
Email	rwsshsv@gmail.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:** 3/7/25  
**FROM:** John Lang **DEPT:** General Services  
**BID #:** 27-2025-14 **COMMODITY/SERVICE:** Flags, Flag Supplies & Repair Srvs

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** Alabama Flag and Banner

**RECOMMENDATION:** The General Services Dept. recommends Alabama Flag and Banner for the Flags, Flag Supplies & Repair Services Bid.

DESCRIPTION	PRICE	UOM	COMMENT
See Attached Bid Tabulation			

**INITIAL PURCHASE:** TBD  
**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: 2025.03.07 09:35:07 -06'00'  
Department Head \_\_\_\_\_ Date \_\_\_\_\_  
Tamara M Yancy Digitally signed by Tamara M  
Yancy  
Date: 2025.03.10 08:42:50 -05'00'  
Procurement Manager \_\_\_\_\_ Date 3.10.2025

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





# HUNTSVILLE

Tommy Battle

Mayor

**City of Huntsville, Alabama**

Finance Department

Procurement Services Division

## **Invitation For Bids Flags, Flag Supplies & Repair Services**

Invitation for Bid #:	27-2025-14
Issue Date:	February 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:	February 25, 2025 @ 2:00 PM All questions must be submitted in writing to <a href="mailto:carrie.power@huntsvilleal.gov">carrie.power@huntsvilleal.gov</a>
IFB Closing Date:	March 4, 2025 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power <a href="mailto:carrie.power@huntsvilleal.gov">carrie.power@huntsvilleal.gov</a> (256) 564-8060
City Internet Site:	<a href="https://www.bidnetdirect.com/alabama/cityofhuntsville">https://www.bidnetdirect.com/alabama/cityofhuntsville</a>
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original
City File Reference:	Flags, Flag Supplies & Repair 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
	<b>A. NOTICE TO BIDDERS</b>		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	X	
	<b>B. LAW AND REGULATIONS</b>		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	X	
	<b>C. LICENSES, APPROVALS, PERMITS, ETC.</b>		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	X	
	<b>D. SCOPE OF SERVICES</b>		
4.	The contract shall be a fixed labor rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	X	
	<b>E. FLAG SPECIFICATIONS</b>		
5.	<b>U.S. FLAG 30' X 60'</b>	X	
6.	Materials must be polyester.	X	
7.	Applique stars in nylon with zig-zap stitching throughout.	X	
8.	Header stitching consists of 8 rows of lock stitching the entire length of the header.	X	
9.	Twelve (12") inch double and vertical stitching on the stripes.	X	
10.	One and a half (1 1/2") inch double stitching on corners, vertical stitching on corners, vertical stitching on 1 <sup>st</sup> and last rows of the entire fly.	X	
11.	Utilize a "L" shaped bar tacking on both corners.	X	
12.	Utilize two (2) thicknesses of three (3") inch heavy-duty bright cotton polyester army duck header with a double thickness #10 white nylon rope sewn into the header.	X	
13.	Galvanized thimbles attached using a triple crimped rope sleeve.	X	
14.	Utilize a heavy duty plastic reinforcement sleeve attached at each additional grommet location to stabilize its position to prevent "bunching" of the header.	X	
15.	Apply two (2) ply corner patches sewn into each header corner.	X	
16.	Flags to be 100% American made.	X	
17.	Thirty-five (35) threads per square inch (threads running the length of the fabric) and thirty-one (31) threads per square inch (threads running across the width of the fabric).	X	
18.	Utilize light fastness to protect against UV rays.	X	
19.	Utilize wet fastness to prevent migration and bleeding of dyes.	X	
20.	<b>U.S FLAGS 5' X 8' AND 8' X 12'</b>	X	
21.	Material must be polyester	X	
22.	Standard proportions shall be as follows: Hoist (width) of flag (A) 1.0	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Fly (length) of flag (B) 1.9 Hoist (width) of Union (C) 0.5385 (7/13) Fly (length) of Union (D) .076 (E) 0.054 (F) 0.054 (G) 0.063 (H) 0.063	X	
23.	Colors of flag shall be as follows: Cable No. 70180 Old Glory Red Cable No. 70001 White Cable No. 70075 Old Glory Blue	X	
24.	Made to U.S. Specifications.	X	
25.	Utilize light fastness to protect against UV rays.	X	
26.	Utilize wet fastness to prevent migration and bleeding of dyes.	X	
27.	<b>U.S. COTTON CASKET FLAG 5' X 9.5'</b>	X	
28.	Made to U.S. Specifications.	X	
29.	<b>MILITARY FLAGS 8' X 12'</b>	X	
30.	Utilize 200 Grade Denier Nylon Material	X	
31.	Single reverse digitally printed.	X	
32.	Utilize 200 denier polyester Dacron.	X	
33.	Utilize two (2) rows of lock stitch hems on the top and bottom edges.	X	
34.	Utilize six (6) rows of lock stitching on the fly with bar tacking on the corners.	X	
35.	The hoist is double layer cotton duck header with #10 white nylon rope with thimbles on the corners and tie down garment along the edge.	X	
36.	<b>POW FLAGS 20' X 30'</b>	X	
37.	Utilize 200 Grade Denier Nylon Material	X	
38.	Single reverse digitally printed.	X	
39.	Utilize 200 denier polyester Dacron.	X	
40.	Utilize two (2) rows of lock stitch hems on the top and bottom edges.	X	
41.	Utilize (7) rows of lock stitching on the fly with bar tacking on the corners.	X	
42.	The hoist is double layer cotton duck header with #10 white nylon rope with thimbles on the corners and tie down grommet along the edge.	X	
43.	Has sewn reinforced corners on the hoist.	X	
44.	<b>ALABAMA STATE FLAGS 20' X 30'</b>	X	
45.	Made of acid dyed 210 denier nylon with appliqué red cross.	X	
46.	Utilize Nylon Material.	X	
47.	Single reverse digitally printed.	X	
48.	Utilize 200 denier polyester Dacron.	X	
49.	Utilize two (2) rows of lock stitch hems on the top and bottom edges.	X	
50.	Utilize seven (7) rows of lock stitching on the fly with bar tacking on the corners.	X	
51.	The hoist is double layer cotton duck header with #10 white nylon rope with thimbles on the corners and tie down grommet along the edge.	X	
52.	Has sewn reinforced corners on the hoist.	X	
53.	<b>Although the City of Huntsville <u>CANNOT</u> guarantee the exact quantities of items to be purchased, the approximate quantities are included:</b>	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS		VENDOR COMPLIANCE	
			YES	NO
	<b>LIST OF CURRENT FLAG TYPES AND SIZES</b>	<b>APPROX. PER YEAR</b>		
	U.S. Flag (Polyester)	30' X 60'	4	
	U.S. Flag (Polyester)	8' X 12"	2	
	U.S. Flag (Polyester)	5' X 8'	2	
	U.S. Casket Flag (Cotton)	5' X 9.5'	2	X
	POW Flag (Nylon)	20' X 30'	3	
54.	Alabama State Flag (Nylon)	20 X 30'	3	
	Marine Flag (Nylon)	8' X 12'	3	
	Air Force Flag (Nylon)	8' X 12'	3	
	Navy Flag (Nylon)	8' X 12'	3	
	Coast Guard Flag (Nylon)	8' X 12'	2	
	Army Flag (Nylon)	8' X 12'	3	
	Re-Hem Flags		4 Times Each	
	<b>F. CONTRACTOR REQUIREMENTS</b>			
55.	Bidders have three years of experience in commercial flags and possess all tools of the trade.		X	
56.	Flags must be delivered to the Ship To address listed on the Purchase Order within two (2) weeks of order.		X	
57.	All flags sent to be repaired must be returned within 2 weeks from the time they arrive at bidders' location.		X	
58.	Pricing for flags must include all shipping to the Ship To address listed on the Purchase Order.		X	
59.	Service facility must be located within 50 miles of Huntsville City Hall (305 Fountain Circle; Huntsville, AL 35801)		X	
	<b>G. RESPONSIBILITY OF THE CONTRACTOR</b>			
60.	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	
61.	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	
62.	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.		X	
63.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.		X	
64.	The contractor must provide competent workmen and supervision.		X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
65.	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	
66.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	X	
67.	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	
<b>H. BACKGROUND CHECKS</b>			
68.	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	
<b>I. OSHA &amp; LOCK OUT TAG OUT</b>			
69.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	X	
<b>J. ADDITIONAL VENDOR REQUIREMENTS</b>			
<b>Check-In/Check-Out</b>			
At the City's option, the contractor may be required to check-in or check-out using one of the following methods:			
70.	<ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ul>	X	
71.	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	
72.	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.	X	
<b>K. REPAIR STATUS, WHEN A DELAY</b>			
73.	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	
74.	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
<b>L. EXECUTION OF WORK</b>			
75.	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) 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.	X	
76.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	X	
<b>M. RESPONSE TIME</b>			
77.	The contractor shall have personnel available to provide services and repair and/or maintenance services on a twenty-four (24) hour a day, seven (7) days a week basis.	X	
78.	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	
79.	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	
<b>N. INSPECTION AND ACCEPTANCE</b>			
80.	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	
<b>O. CALL BACK SERVICES</b>			
81.	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	
<b>P. ALLOWANCE OF IN-HOUSE WORK</b>			
82.	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	
<b>Q. MATERIALS &amp; EQUIPMENT</b>			
83.	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	
84.	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	
85.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	X	
	<b>R. SUMMARY REPORT</b>		
86.	Using a Summary Report the 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	
	<b>S. INVOICING</b>		
87.	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	
88.	Original invoices shall be submitted at the completion of each job with the following information:  City of Huntsville Finance Department-Accounts Payable Division PO Box 308 Huntsville, AL 35804 accountspayable@huntsvilleal.gov  1. Name and address of Contractor 2. Invoice date 3. Invoice # 4. Bid Number 5. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 6. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 7. A job summary Report with Period of Performance and Work Order #	X	
89.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	X	
	<b>T. LABOR CHARGES</b>		
90.	The City does not pay overtime or holiday pay.	X	
91.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	X	
	<b>U. TRAVEL TIME</b>		
92.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>V. HOUR ROUNDING</b>		
93.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	<b>W. EXCESS PROJECT AMOUNT</b>		
94.	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	
	<b>X. FAILURE FORM</b>		
95.	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	
96.	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	
	<b>Y. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS</b>		
97.	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	
	<b>Z. TERMINATION FOR DEFAULT</b>		
98.	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	
	<b>AA. TERMINATION FOR CAUSE OR CONVENIENCE</b>		
99.	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	
100.	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	
	<b>BB. 24 HOUR CONTACT</b>		
101.	Provide 3 contact names listing each 24-hour phone numbers.	X	
102.	Contact #1: Name: <b>Belinda Melson-Kennedy</b> Phone Number(s): <b>256-990-3840</b>	X	
103.	Contact #2: Name: <b>Terry Kennedy</b> Phone Number(s): <b>256-990-3838</b>	X	
104.	Contact #3: Name: <b>Cynthia Ramirez</b> Phone Number(s): <b>256-417-1311</b>	X	
	<b>CC. REFERENCES</b>		
105.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.	X	
106.	Company Name: <b>Holland Company</b> Contact Name: Address: <b>304 Beltline Road NW, Decatur, AL 35801</b> Phone Number: <b>256-353-1842</b>	X	



Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	E-mail Address: <a href="mailto:Hollandco@aol.com">Hollandco@aol.com</a>		
107.	Company Name: The Westin Contact Name: Delano Crain Address: 6800 Governors West, Huntsville, AL 35806 Phone Number: 256-714-0741 E-mail Address: <a href="mailto:ap@westinhuntsville.com">ap@westinhuntsville.com</a>	X	
108.	Company Name: The Hiller Companies, Inc Contact Name: Ward Faulk Address: 3751 Joy Spring Drive, Mobile, AL 36693 Phone Number: 251-406-1631 E-mail Address: <a href="mailto:wfaulk@hillercompanies.com">wfaulk@hillercompanies.com</a>	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:** \_\_\_\_\_

<b>Pricing Part A</b>			
Description	Hourly Rate	Estimated Quantity	Subtotal
Laborer, per hour	\$ 295.00	4 HR	\$ 1,180.00
Helper, per hour	\$ 189.00	4 HR	\$ 756.00
<b>Pricing Part B</b>			
Cost of Flag	Price Each	Estimated Quantity	Subtotal
U.S. FLAG (POLYESTER) 30' X 60'	\$ 2,369.00	4	\$ 9,478.00
U.S. FLAG (POLYESTER) 8' X 12'	\$ 214.50	2	\$ 429.00
U.S. FLAG (POLYESTER) 5' X 8'	\$ 93.50	2	\$ 187.00
U.S. FLAG (COTTON) 5' X 9.5'	\$ 173.60	2	\$ 347.20
POW FLAG (200 GRADE DENIER NYLON) 20' X 30'	\$ 2,193.07	3	\$ 6,579.21
ALABAMA STATE FLAG (NYLON) 20' X 30'	\$ 1,289.50	3	\$ 3,368.50
MARINE FLAG (200 GRADE DENIER NYLON) 8' X 12'	\$ 615.25	3	\$ 1,845.75
AIR FORCE FLAG (200 GRADE DENIER NYLON) 8' X 12'	\$ 615.25	3	\$ 1,845.75
NAVY FLAG (200 GRADE DENIER NYLON) 8' X 12'	\$ 615.25	3	\$ 1,845.75
SPACE FORCE FLAG (200 GRADE DENIER NYLON) 8' X 12'	\$ 615.25	3	1,845.75
COAST GUARD FLAG (200 GRADE DENIER NYLON) 8' X 12'	\$ 615.25	3	\$ 1,845.75

ARMY FLAG (200 GRADE DENIER NYLON) 8' X 12'	\$ 615.25	3	\$ 1,845.75
<b>Cost to Re-Hem Flags</b>			
U.S. FLAG (POLYESTER) 30' X 60'	\$ 195.00	4	\$ 780.00
POW FLAG (200 GRADE DENIER NYLON) 20' X 30'	\$ 130.00	4	\$ 502.00
ALABAMA STATE FLAG (NYLON) 20' X 30'	\$ 130.00	4	\$ 502.00
MARINE FLAG (200 GRADE DENIER NYLON) 8' X 12'	\$ 52.00	4	\$ 208.00
AIR FORCE FLAG (200 GRADE DENIER NYLON) 8' X 12'	\$ 52.00	4	\$ 208.00
NAVY FLAG (200 GRADE DENIER NYLON) 8' X 12'	\$ 52.00	4	\$ 208.00
SPACE FORCE FLAG (200 GRADE DENIER NYLON) 8' X 12'	\$ 52.00	4	\$ 208.00
COAST GUARD FLAG (200 GRADE DENIER NYLON) 8' X 12'	\$ 52.00	4	\$ 208.00
ARMY FLAG (200 GRADE DENIER NYLON) 8' X 12'	\$ 52.00	4	\$ 208.00
<b>TOTAL</b>			<b>\$ 36,931.41</b>

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

**Cynthia Veronica Ramirez**

Printed legal name of Bidder

  
Signature

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

03-04-2025

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): Alabama Flag & Banner, Inc
- City of Huntsville current taxpayer identification number (if available): 375370  
(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.)

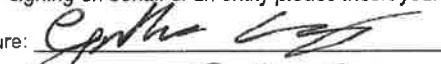
**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

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: <b>63-0883744 Alabama</b>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): \_\_\_\_\_  
 Type or legibly write name: Cynthia Ramier Date: 03-04-2025



# Alabama Secretary of State



<b>Alabama Flag &amp; Banner, Inc.</b>	
Entity ID Number	000-099-384
Entity Type	Domestic Corporation
Principal Address	TONEY, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Limestone County
Formation Date	07/26/1984
Registered Agent Name	KENNEDY, BELINDA MELSON
Registered Office Street Address	ROUTE 2, BOX 351 TONEY, AL 35773
Registered Office Mailing Address	Not Provided
Nature of Business	GRAPHIC & GRAPHIC ARTS SERVICE
Capital Authorized	10,000NPV
Capital Paid In	---
<b>Incorporators</b>	
Incorporator Name	KENNEDY, BELINDA MELSON
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
<b>Annual Reports</b>	
Report Year	<a href="#">1986</a> <a href="#">1989</a> <a href="#">1990</a> <a href="#">1991</a> <a href="#">1992</a> <a href="#">1993</a> <a href="#">1994</a> <a href="#">1995</a> <a href="#">1996</a> <a href="#">1997</a> <a href="#">1998</a> <a href="#">1999</a> <a href="#">2000</a> <a href="#">2001</a> <a href="#">2002</a> <a href="#">2003</a> <a href="#">2004</a> <a href="#">2005</a> <a href="#">2006</a> <a href="#">2007</a> <a href="#">2008</a> <a href="#">2009</a> <a href="#">2010</a> <a href="#">2011</a> <a href="#">2012</a> <a href="#">2013</a> <a href="#">2014</a> <a href="#">2015</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2021</a> <a href="#">2022</a> <a href="#">2024</a>
<b>Transactions</b>	
Transaction Date	01/02/1991
Legal Name Changed From	Graphic Concepts, Inc.
Transaction Date	01/02/1991
Miscellaneous Filing Entry	RESTATED ARTICLES

**Alabama Flag & Banner, Inc.**

**Scanned Documents**

Document Date / Type / Pages	<u>07/26/1984</u> <u>Certificate of Formation</u> <u>6</u> pgs.
---------------------------------	--

Document Date / Type / Pages	<u>01/02/1991</u> <u>Legal Name Change</u> <u>12</u> pgs.
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[Browse Results](#)

[New Search](#)

**APPENDIX C  
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

Cynthia Ramirez

---

Doing-Business-As Name of Proposer:

Alabama Flag & Banner

---

Principal Office Address:

2720 Governors Dr.

---

Huntsville, AL 35805

---

---

Telephone Number:

256-534-1300

---

Fax Number:

---

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:

January 01, 1985

---

Location of incorporation:

2720 Governors Dr., Huntsville, AL 35805

---

The corporation is held:

Publicly  Privately

Names and titles of corporate officers:

---

Belinda Melson- Kennedy

---

---

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

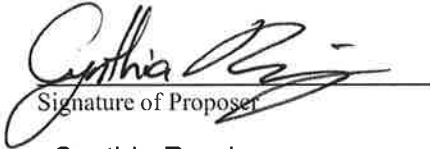
I hereby certify that I have read and understand the City of Huntsville’s General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements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

Cynthia Ramirez

Print or Type Name of Proposer

03-04-2025

Date

Alabama Flag & Banner, INC

Legal Name of Firm

P.O. Box 1288

Mailing Address

Huntsville, AL 35807

City State Zip Code

256-534-1300

Phone Fax

Cynthia@alabamaflag.com

Email Address

www.flagpoledepot.com

Website Address



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

**ARTICLE I**

**PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II**

**RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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

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

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

### Representative from continued use of E-Verify.

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

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

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

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

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

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

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

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

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

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

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

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

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

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

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

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

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

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

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

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

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

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

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

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

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

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only

verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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

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

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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

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

### **C. RESPONSIBILITIES OF SSA**

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

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

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

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

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

#### **D. RESPONSIBILITIES OF DHS**

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

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

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

### **ARTICLE III**

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

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

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).



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

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

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

**ARTICLE IV**

**SERVICE PROVISIONS**

**A. NO SERVICE FEES**

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

**ARTICLE V**

**MODIFICATION AND TERMINATION**

**A. MODIFICATION**

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

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

**B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer’s business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

**ARTICLE VI**

## PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

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

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

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

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

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





# HUNTSVILLE

Tommy Battle  
Mayor

**City of Huntsville, Alabama**

Finance Department  
Procurement Services Division

## **Invitation For Bids Propane Services**

Invitation for Bid #:	28-2025-14
Issue Date:	February 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:	February 25, 2025 @ 5:00 PM All questions must be submitted in writing to <a href="mailto:carrie.power@huntsvilleal.gov">carrie.power@huntsvilleal.gov</a>
IFB Closing Date:	March 4, 2025 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power <a href="mailto:carrie.power@huntsvilleal.gov">carrie.power@huntsvilleal.gov</a> (256) 564-8060
City Internet Site:	<a href="https://www.bidnetdirect.com/alabama/cityofhuntsville">https://www.bidnetdirect.com/alabama/cityofhuntsville</a>
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original
City File Reference:	Propane 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
	<b>A. NOTICE TO BIDDERS</b>		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	✓	
	<b>B. LAW AND REGULATIONS</b>		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	✓	
	<b>C. LICENSES, APPROVALS, PERMITS, ETC.</b>		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	✓	
	<b>D. SCOPE OF SERVICES</b>		
4.	The contract shall be a fixed labor rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	✓	
5.	Prices will be based on a dollar margin over the Hattiesburg Posting in the BPN's Weekly Propane Newsletter. Prices will be confirmed by vendor e-mailing a copy of this publication weekly to the designated City of Huntsville department listed in Appendix F. This will be provided to Procurement Services when paying invoices for verification.	✓	
6.	No invoices will be paid until the correct copy of the BPN's Weekly Propane Newsletter is received.	✓	
7.	Propane tanks are to be monitored on a monthly so that no tank will become empty. Successful bidder must coordinate this with the General Services representative.	✓	
8.	Contractor will perform tank inspections and certifications as required.	✓	
	<b>E. CONTRACTOR REQUIREMENTS</b>		
9.	Bidders have three years of experience in Propane Services and possess all tools of the trade.	✓	
	<b>F. RESPONSIBILITY OF THE CONTRACTOR</b>		
10.	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.	✓	
11.	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.	✓	
12.	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 (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.	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
13.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	✓	
14.	The contractor must provide competent workmen and supervision.	✓	
15.	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.	✓	
16.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	✓	
<b>G. BACKGROUND CHECKS</b>			
17.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	✓	
<b>H. OSHA &amp; LOCK OUT TAG OUT</b>			
18.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	✓	
<b>I. ADDITIONAL VENDOR REQUIREMENTS</b>			
19.	<b>Check-In/Check-Out</b> At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	✓	
20.	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.	✓	
21.	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	✓	
<b>J. REPAIR STATUS, WHEN A DELAY</b>			
22.	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.	✓	
23.	In the event the Contractor must leave the site to purchase parts for the completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to the job site for the completion of the project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
<b>K. EXECUTION OF WORK</b>			
24.	When possible and practical, division personnel will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated technician hours. It is required that only one (1) technician will respond for a repair or maintenance call. Furthermore, the contractor must obtain approval to having another technician or helper on site to assist in repairs/maintenance. Any project, which is estimated at \$100,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	✓	
25.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	✓	
26.	Multiple City of Huntsville Departments use portable propane tanks. Successful bidder must operate Monday-Friday, 8:00 a.m.-5:00 p.m. for available refills. The City of Huntsville will bring these tanks to bidder site for refill.	✓	
<b>L. RESPONSE TIME</b>			
27.	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.	✓	
28.	All work shall be started within one (1) hour 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.	✓	
29.	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) day notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	✓	
<b>M. INSPECTION AND ACCEPTANCE</b>			
30.	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of General Services. General Services Management will approve a record of time and materials used for the job as maintained by the contractor, and state on the invoice that they inspected and accepted the work performed.	✓	
<b>N. CALL BACK SERVICES</b>			
31.	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized.	✓	
<b>O. ALLOWANCE OF IN-HOUSE WORK</b>			
32.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	✓	
<b>P. MATERIALS &amp; EQUIPMENT</b>			
33.	New or added materials or equipment installed shall be invoiced at the Contractor's actual cost to include any and all discounts offered by their supplier. The Contractor must furnish all labor, tools, materials, equipment and subcontractor work required to provide all required services as outlined in this IFB. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or equipment. The successful bidder shall furnish materials unless otherwise directed by the City of Huntsville.	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Such materials, equipment rental and subcontractor work shall be itemized and billed at the bidder's actual cost-plus ten percent (10%).  A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	✓	
34.	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.	✓	
35.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	✓	
<b>Q. SUMMARY REPORT</b>			
36.	Using a Summary Report the contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	✓	
<b>R. INVOICING</b>			
37.	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).	✓	
38.	Original invoices shall be submitted at the completion of each job with the following information:  City of Huntsville Finance Department – Accounts Payable Division – PO Box 308 – Huntsville, AL 35804 accountspayable@huntsvilleal.gov  1. Name and address of Contractor 2. Invoice date 3. Invoice # 4. Bid Number 5. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 6. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 7. A job summary Report with Period of Performance and Work Order #	✓	
39.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	✓	
<b>S. LABOR CHARGES</b>			
40.	The City does not pay overtime or holiday pay.	✓	
41.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	✓	



Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>T. TRAVEL TIME</b>		
42.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	✓	
	<b>U. HOUR ROUNDING</b>		
43.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	✓	
	<b>V. EXCESS PROJECT AMOUNT</b>		
44.	When practical, a Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the contractor must obtain approval from the requesting department prior to beginning work. Any project which is estimated to exceed \$100,000.00 in cost will be subject to a separate competitive bid. No project shall be split in order to avoid this limitation.	✓	
	<b>W. FAILURE FORM</b>		
45.	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.	✓	
46.	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification	✓	
	<b>X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS</b>		
47.	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	✓	
	<b>Y. TERMINATION FOR DEFAULT</b>		
48.	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.	✓	
	<b>Z. TERMINATION FOR CAUSE OR CONVENIENCE</b>		
49.	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.	✓	
50.	The chosen bidder shall be required to give the City of Huntsville 60 days' notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	✓	
	<b>AA. 24 HOUR CONTACT</b>		
51.	Provide 3 contact names listing each 24-hour phone numbers.	✓	
52.	Contact #1: Name: <i>Andy Braden</i> Phone Number(s): <i>205-999-6957</i>	✓	
53.	Contact #2: Name: <i>Brenda Reeks</i> Phone Number(s): <i>256-684-4299</i>	✓	
54.	Contact #3: Name: <i>Tristan Vinson</i> Phone Number(s): <i>256-617-1228</i>	✓	
	<b>BB. REFERENCES</b>		
55.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.	✓	
56.	Company Name: <i>Norris Cylinder</i> Contact Name: <i>Jada McElyea</i>	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Address: 521 Green Cove Road, Huntsville, AL 35803 Phone Number: 256-650-9112 E-mail Address: jada.mcelroy@trimas.com	✓	
57.	Company Name: Smyrna Ready Mix Contact Name: Matt Boone Address: 656 Palmer Road, Madison, AL 35758 Phone Number: 256-297-7839 E-mail Address: mboone@smyrna-ready-mix.com	✓	
58.	Company Name: Stell Enterprises Contact Name: Brad Stell Address: 1398 Jordan Road, Huntsville, AL 35811 Phone Number: 256-603-0253 E-mail Address: brad@stellenterprises.com	✓	

## APPENDIX E

LOCATION OF WORK/DESCRIPTION
<p><b>These Locations Must Be Billed To:</b></p> <p><b>Water Pollution Control</b>  <b>Attn: Kerri Parris</b>  <b>1800 Vermont Road</b>  <b>Huntsville, AL 35802</b>  <a href="mailto:Kerri.bevilacqua@huntsvilleal.gov">Kerri.bevilacqua@huntsvilleal.gov</a>  <b>256-883-3722 (P)</b>  <b>256-883-3682 (F)</b></p>
<p>Water Pollution Control            1800 Vermont Road            Huntsville, AL 35802            Three (3) 10,000 Gallon Tanks            (City Owned)</p>
<p>Water Pollution            1008 Monte Sano Blvd.            Huntsville, AL            One (1) 350 Gallon Tank            (City Owned)</p>
<p><b>These Locations Must Be Billed To:</b></p> <p><b>General Services</b>  <b>615 Washington Street</b>  <b>Huntsville, AL 35801</b>  <a href="mailto:Brandi.Lanford@huntsvilleal.gov">Brandi.Lanford@huntsvilleal.gov</a>  <b>256-427-5007 (P)</b></p>
<p>Fire Station # 4            911 Monte Sano Blvd.            Huntsville, AL            Two (2) 500 Gallon Tanks            (City Owned)</p>
<p>Fire Station # 13            13013 S. Shawdee Road SE            Huntsville, AL 35803            One (1) 250 Gallon Tank            Two (2) 500 Gallon Tanks            (City Owned)</p>
<p>Public Safety Training Facility            5365 Triana Blvd.            Huntsville, AL 35805            City Owned Tank(s)</p>
<p>Fire Station # 17            295 Old Highway 431            Huntsville, AL            One (1) 1000 Gallon Tank            (City Owned)</p>

Maple Hill Cemetery 203 Maple Hill Huntsville, AL Maintenance Building One (1) 500 Gallon Tank (City Owned)
Portable On-Site Tank Refill
Delivery Schedule
24 Hour Emergency Telephone Number(s)

Holston Gases, Inc.  
Andrew W. Braden  
*Andrew W. Braden*

## 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.

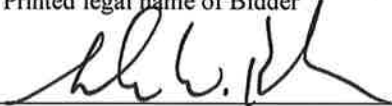
We acknowledge receipt of the following addenda: Holston Gases, Inc.

Description	Hourly Rate	Estimated Quantity	Subtotal
<b>Pricing Part A</b>			
Technician, per hour	\$ 28.00	8 HR	\$ 224.00
Helper, per hour	\$ No Charge	8 HR	\$ 0
<b>Pricing Part B</b>			
Base price equals the price per gallon listed in the Hattiesburg BPN Weekly Propane Newsletter			
	<b>Price Per Gallon</b>		
Price per gallon above base price	\$ 0.64	N/A	\$ 0.64
<b>TOTAL</b>			<b>\$ 224.64</b>

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

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.

Holston Gases, Inc.  
Printed legal name of Bidder

  
Signature

Andrew W. Braden  
Printed name of individual/corporate officer/general partner/joint venturer AND Title

3/3/2025  
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): Holston Gases, Inc.
- City of Huntsville current taxpayer identification number (if available): 31384  
(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.)

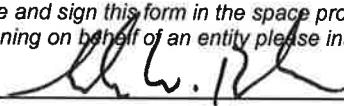
**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

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>549339 TN+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/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

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

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

Signature:  Title (if applicable): Branch Manager  
 Type or legibly write name: Andrew W. Braden Date: 3/3/2025



# Alabama Secretary of State



<b>Holston Gases, Inc.</b>	
Entity ID Number	000-943-946
Entity Type	Foreign Corporation
Principal Address	222 COUNCIL PLACE KNOXVILLE, TN 37920
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Tennessee
Formation Date	08/16/1958
Qualify Date	03/26/2010
Registered Agent Name	GAY, MELVIN B
Registered Office Street Address	3296 HWY 20 WEST DEATUR, AL 35601
Registered Office Mailing Address	Not Provided
Nature of Business	
Capital Authorized	
Capital Paid In	
<b>Annual Reports</b>	
Report Year	<a href="#">2008</a> <a href="#">2010</a> <a href="#">2011</a> <a href="#">2013</a> <a href="#">2014</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2022</a>
<b>Scanned Documents</b>	
Document Date / Type / Pages	<a href="#">03/26/2010</a> <a href="#">Certificate of Formation</a> <a href="#">_2.pgs.</a>

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[New Search](#)

**APPENDIX C  
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

Holston Gases, Inc.

Doing-Business-As Name of Proposer:

Holston Gases, Inc.

Principal Office Address:

545 West Baxter Ave  
Knoxville, TN 37921

Telephone Number:

865-573-1917

Fax Number:

\_\_\_\_\_

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:

8/16/1958

Location of incorporation:

Knoxville, TN

The corporation is held:

Publicly \_\_\_ Privately

Names and titles of corporate officers:

Robert Anders: CEO, Chairman  
Joe Baxter: President  
Phil Kirby: Secretary

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

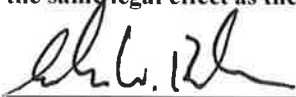
I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements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

Andrew W. Braden  
Print or Type Name of Proposer

3/3/2025  
Date

Holston Gases, Inc.  
Legal Name of Firm

1104 Putman Drive NW  
Mailing Address

Huntsville AL 35816  
City State Zip Code

256-715-6200 844-785-1817  
Phone Fax

andy.braden@holstongases.com  
Email Address

www.holstongases.com  
Website Address

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

**ARTICLE I  
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

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

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

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

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

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

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

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

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

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



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

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

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

#### **C. RESPONSIBILITIES OF SSA**

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

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

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

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

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

#### **D. RESPONSIBILITIES OF DHS**

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

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

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

### **ARTICLE III**

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

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

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

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

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

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

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

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

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

## **B. REFERRAL TO DHS**

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE IV SERVICE PROVISIONS**

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

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

#### **ARTICLE V MODIFICATION AND TERMINATION**

##### **A. MODIFICATION**

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

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

## **B. TERMINATION**

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

## **ARTICLE VI PARTIES**

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

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

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

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

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

Company ID Number: 549339

**Approved by:**

<b>Employer</b> Holston Gases Inc.	
<b>Name (Please Type or Print)</b> Angela Ferrie	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 04/26/2012
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 04/26/2012

Company ID Number: 549339

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	Holston Gases Inc.
Company Facility Address	545 W. Baxter Ave Knoxville, TN 37921
Company Alternate Address	PO BOX 27248 Knoxville, TN 37927
County or Parish	KNOX
Employer Identification Number	620598088
North American Industry Classification Systems Code	454
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	7



Company ID Number: 549339

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

ALABAMA	1 site(s)
GEORGIA	1 site(s)
KENTUCKY	1 site(s)
NORTH CAROLINA	1 site(s)
SOUTH CAROLINA	1 site(s)
TENNESSEE	1 site(s)
VIRGINIA	1 site(s)

**Company ID Number:** 549339

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

Name                    Julianne Schropshier  
Phone Number       (865) 573 - 1917 ext. 260  
Fax Number           (865) 573 - 0063  
Email Address       julie.schropshier@holstongases.com

Name                    Angela Ferrie  
Phone Number       (865) 573 - 1917 ext. 208  
Fax Number           (865) 573 - 0063  
Email Address       Angela.Ferrie@holstongases.com

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