

RESOLUTION NO. 22 - _____

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 with the date of April 14, 2022 appearing on the margin of the first page, together with the signature of the City Council President and an executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Woody Anderson Ford	Pursuit Rated Light Duty Vehicles	One Year W/Extensions
State Systems, Inc.	Security Camera & CCTV Services and Repairs	One Year W/Extensions
Jake Marshall Service, Inc.	Honeywell HVAC & Access Control	One Year W/Extensions
Suburban Propane LP	Propane Services	One Year W/Extensions
Alabama Flag and Banner, Inc.	Flags, Flag Supplies & Repair Services	One Year W/Extensions
Vulcan Materials Company	Crushed Stone & Aggregate Base	One Year W/Extensions
Tri-County Shoes, Inc.	Safety Toe & Protective Footwear	One Year W/Extensions
Core & Main, LP	Sanitary Sewer Materials & Supplies	One Year W/Extensions

RESOLUTION NO. 22 - _____

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

Mayor of the City of Huntsville, Alabama



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT DATE: 04/05/22
FROM: Autumn McCord DEPT: Fleet Services
BID #: 52-2022-54-1 COMMODITY/SERVICE: Pursuit Rated Light Duty Vehicles

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Woody Anderson Ford

RECOMMENDATION: Recommend to award to the sole responsive bidder, Woody Anderson Ford.

DESCRIPTION	PRICE	UOM	COMMENT
2023 Ford Interceptor Utility	34,756.00	Each	
2023 Ford F-150 Responder	39,022.00	Each	

INITIAL PURCHASE: Unknown
FUNDING SOURCE: 3020-15-00000-520100-0000000
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.

Ricky Wilkinson

Digitally signed by Ricky Wilkinson
Date: 2022.04.05 08:42:58-05'00'

04/05/2022

Department Head

Date

Tamara M. Yancy

Digitally signed by Tamara M.
Yancy
Date: 2022.04.05 10:03:19 -05'00'

4/5/2022

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

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

Invitation For Bids NEW PURSUIT RATED LIGHT DUTY VEHICLES

Invitation for Bid #:	52-2022-54-1
Issue Date:	March 10, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	March 24, 2022 @ 5:00 PM All questions must be submitted in writing to larissa.schroeder@huntsvilleal.gov .
IFB Closing Date:	March 31, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	N/A
Procurement Services Contact:	LaRissa Schroeder larissa.schroeder@huntsvilleal.gov (256) 427-5058 (256) 427-5059 fax
City Internet Site:	www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	New Pursuit Rated Light Duty Vehicles 2022

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

**1.
CITY OF HUNTSVILLE
SPECIFICATIONS
INTERCEPTOR UTILITY
Approximately Twenty-Five (25)**

2022 or newer model full size four (4) door, certified police package mid-size SUV, to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory options with dealer codes, description and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications is met.

A. ADDITIONAL SPECIFICATIONS:

VENDOR COMPLIANCE

1. WHEELBASE: 119.1	✓
2. ENGINE: HIGH PERFORMANCE V6, 3.3L	✓
3. 10 SPEED AUTOMATIC TRANSMISSION W /EXTERNAL COOLER	✓
4. 220AMP ALTERNATOR, MIN	✓
5. 75 MPH REAR CRASH RATING	✓
6. ALL WHEEL DRIVE	✓
7. FACTORY AIR CONDITIONING	✓
8. POWER WINDOWS, TILT WHEEL	✓
9. POWER DOOR LOCKS	✓
10. POWER BRAKES	✓
11. AM/FM RADIO	✓
12. REAR WINDOW DEFROSTER	✓
13. DELAY WINDSHIELD WIPERS	✓
14. TINTED GLASS THROUGHOUT	✓
15. PURSUIT RATED RADIAL TIRES WITH TOOLS INCLUDING MOUNTED FULL SIZE SPARE	✓
16. TRACTION CONTROL	✓
17. HEAVY DUTY COOLING SYSTEM	✓
18. MIRRORS: LEFT AND RIGHT OUTSIDE REMOTE, INSIDE DAY/NIGHT	✓
19. AIRBAGS: FRONT AND SIDE DRIVER AND PASSENGER	✓
20. FABRIC SEATS FRONT & REAR	✓
21. RUBBER MATTING THROUGHOUT (NO CARPET)	✓
22. SINGLE KEY OPERATION OF VEHICLE	✓
23. FRONT TAG BRACKETS	✓
24. COLOR: WHITE EXTERIOR/CHARCOAL INTERIOR & STANDARD COLORS AS REQUESTED	✓
25. NO DEALER EMBLEMS OR DECALS	✓
26. 1 CD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams	✓
27. FLEX FUEL	✓
28. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT	✓
29. FLOOR MATS	✓

(Continued)

1.

**CITY OF HUNTSVILLE
SPECIFICATIONS
INTERCEPTOR UTILITY
Approximately Twenty-Five (25)**

VENDOR COMPLIANCE

B. DEALER INVOICE/OPTIONS:

1. Must show all options using factory codes, description and associated cost.
2. 3 YEARS OR 36,000 MILES WARRANTY (MINIMUM)

✓

✓

C. OPTIONS:

1. OPTION I: EXTENDED SERVICE PLAN:
(a) Powertrain, 5 Year /100,000 miles, Zero (0) deductible

✓

DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Miles Bumper - Bumper

5 Year / 100,000 Miles Powertrain

2. OPTION II: STEP BARS (Installed)

Description Black Round Tube Steps

✓

3. OPTION III: WEATHERTECH FRONT FLOOR LINER

✓

4. OPTION IV: VENT VISORS (Installed)

✓

5. OPTION V: EXTRA KEY

✓

6. OPTION VI: WINDOW TINT INSTALLED BOTH FRONT DOORS

✓

7. OPTION VII: LIMO WINDOW TINT INSTALLED ON ALL GLASS

✓

8. OPTION VIII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST

✓

2.
CITY OF HUNTSVILLE
SPECIFICATIONS
PURSUIT RATED RESPONDER TRUCK
Approximately Four (4)

2023 or newer model full size four (4) door, certified pursuit rated police package full -size truck, to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory options with dealer codes, description and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications is met.

A. ADDITIONAL SPECIFICATIONS:

VENDOR COMPLIANCE

1. WHEELBASE: 145"
2. ENGINE: HIGH PERFORMANCE 3.5, V6
3. 10 SPEED AUTOMATIC TRANSMISSION W /EXTERNAL COOLER
4. 240AMP ALTERNATOR, MIN
5. 7000 POUND TOW RATING CLASS IV HITCH
6. FOUR WHEEL DRIVE-SHIFT ON FLY
7. FACTORY AIR CONDITIONING
8. POWER WINDOWS, TILT WHEEL
9. POWER DOOR LOCKS
10. ALUMINIUM BED
11. LOCKING REMOVABLE TAILGATE
12. TRAILER SWAY CONTROL
13. DELAY WINDSHIELD WIPERS
14. TINTED GLASS THROUGHOUT
15. PURSUIT RATED RADIAL TIRES
16. TRACTION CONTROL
17. HEAVY DUTY COOLING SYSTEM
18. MIRRORS: LEFT AND RIGHT OUTSIDE REMOTE,
19. AIRBAGS: FRONT AND SIDE DRIVER AND PASSENGER
20. FABRIC SEATS FRONT
21. RUBBER MATTING/THROUGHOUT (NO CARPET)
22. SINGLE KEY OPERATION OF VEHICLE
23. FRONT TAG BRACKETS
24. COLOR: WHITE EXTERIOR/CHARCOAL INTERIOR & STANDARD
COLORS AS REQUESTED
25. NO DEALER EMBLEMS OR DECALS
26. 1 CD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams
27. FLEX FUEL
28. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT
29. FLOOR MATS

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

B. DEALER INVOICE/OPTIONS:

1. Must show all options using factory codes, description and associated cost.
2. 3 YEARS OR 36,000 MILES WARRANTY (MINIMUM)

✓

✓

(Continued)
2.
CITY OF HUNTSVILLE
SPECIFICATIONS
PURSUIT RATED RESPONDER TRUCK
Approximately Four (4)

VENDOR COMPLIANCE

C. OPTIONS:

1. OPTION I: EXTENDED SERVICE PLAN:

(a) Powertrain, 5 Year /100,000 miles, Zero (0) deductible

✓

DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Miles Bumper - Bumper

5 Year / 100,000 Miles Powertrain

2. OPTION II: STEP BARS (Installed)

Description Black Round Tube Steps

✓

3. OPTION III: WEATHERTECH FRONT FLOOR LINER

✓

4. OPTION IV: VENT VISORS (Installed)

✓

5. OPTION V: EXTRA KEY

✓

6. OPTION VI: WINDOW TINT INSTALLED BOTH FRONT DOORS

✓

7. OPTION VII: LIMO WINDOW TINT INSTALLED ON ALL GLASS

✓

8. OPTION VIII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST

✓

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:

Richard Bean

1. 2022 OR NEWER MODEL INTERCEPTOR UTILITY

Year/Make/Model 2023 Ford Interceptor Utility

Delivery Schedule Appx. 30 Weeks

Total Delivered Price Each Including Title Fee and Manufacturer's
Standard Warranty

\$ 34,756.00

Option I:	Extended Service Plan	Add	\$ <u>Included</u>
Option II:	Step Bars (Installed)	Add	\$ <u>429.00</u>
Option III:	Weathertech Brand Molded Front Floor Liner	Add	\$ <u>135.00</u>
Option IV:	Vent Visors (Installed)	Add	\$ <u>155.00</u>
Option V:	Extra Key	Add	\$ <u>10.00</u>
Option VI:	Window Tint Both Front Doors (Installed)	Add	\$ <u>149.00</u>
Option VII:	Limo Window Tint All Glass	Add	\$ <u>425.00</u>
Option VIII:	Upfit Options at Dealer Invoice Pricing (Quote submitted at time of purchase)		

(Continued)
APPENDIX F
BIDDER PRICING FORM

2. 2023 OR NEWER MODEL PURSUIT RATED RESPONDER TRUCK

Year/Make/Model 2023 Ford F-150 Responder

Delivery Schedule Appx. 30 Weeks

Total Delivered Price Each Including Title Fee and Manufacturer's
Standard Warranty

\$ 39,022.00

Option I:	Extended Service Plan	Add	\$ <u>Included</u>
Option II:	Step Bars (Installed)	Add	\$ <u>295.00</u>
Option III:	Weathertech Brand Molded Front Floor Liner	Add	\$ <u>135.00</u>
Option IV:	Vent Visors (Installed)	Add	\$ <u>155.00</u>
Option V:	Extra Key	Add	\$ <u>250.00</u>
Option VI:	Window Tint Both Front Doors (Installed)	Add	\$ <u>149.00</u>
Option VII:	Limo Window Tint All Glass	Add	\$ <u>425.00</u>
Option VIII:	Upfit Options at Dealer Invoice Pricing (Quote submitted at time of purchase)		

This Price Bid Form is hereby submitted by the undersigned:

Richard Bean

Printed legal name of Bidder

Richard Bean
Signature

Bobby White: General Manager

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

03/29/2022

Date



WOODY ANDERSON FORD

2500 Jordan Lane • P.O. Box 11400 • Huntsville, Alabama 35814

Telephone: (256) 539-9441

www.woodyandersonford.com

Woody Anderson Ford cannot be held responsible for the manufacture's ordering dates, cutoff dates, production times, supplier shortages, vehicle availability, or shipping delays which is beyond our control.

The vehicle option price list that is included in the bid packet is for last model year due to the current model year pricing not being available at this time. We will provide updated option pricing once it becomes available if there are any changes.

Richard Bean

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): Woody Anderson Ford
- City of Huntsville current taxpayer identification number (if available): 63-0367773
(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 type="checkbox"/> Corporation	Number & State:
<input checked="" type="checkbox"/> Other, please explain: "S" Corporation	Number & State (if a filing entity under state law):

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

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

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

Signature: Richard Bean Title (if applicable): Commercial Sales
Type or legibly write name: Richard Bean Date: 03/29/2022



Alabama Secretary of State



Woody Anderson Ford	
Entity ID Number	001 - 080
Entity Type	Domestic Corporation
Principal Address	MADISON, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	02/18/1957
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	OPERATE AUTO SALES AGENCY
Capital Authorized	\$20,000
Capital Paid In	\$20,000
Incorporators	
Incorporator Name	ANDERSON, C W
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	JONES, DONALD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GUTHRIE, THOMAS H
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided

Woody Anderson Ford	
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	08/12/1966
Legal Name Changed From	Woody Anderson Motor Company, Inc.
Transaction Date	12/31/1987
Legal Name Merged	Woody Anderson Companies, Inc.
Transaction Date	12/30/1999
Miscellaneous Filing Entry	CANCELLATION OF SHARES
Transaction Date	06/09/2008
Principal Office Changed From	HUNTSVILLE, AL
Transaction Date	06/09/2008
Registered Agent Changed From	* Added
Transaction Date	11/30/2017
Agent Mailing Address Changed From	* Added
Transaction Date	11/30/2017
Registered Agent Changed From	NEWMAN, DEBBIE 9035 MADISON BLVD MADISON, AL 35758
Scanned Documents	
Document Date / Type / Pages	12/31/1987 Merger 31 pgs.
Document Date / Type / Pages	12/30/1999 Miscellaneous Entry 3 pgs.

Woody Anderson Ford	
Document Date / Type / Pages	<u>06/09/2008</u> Registered Agent Change <u>1 pg.</u>
Document Date / Type / Pages	<u>11/30/2017</u> Registered Agent Change <u>2 pgs.</u>

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

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Woody Anderson Ford

Doing-Business-As Name of Proposer:

Principal Office Address:

2500 Jordan Lane NW

Huntsville, AL 35816

Telephone Number: 256-517-1257

Fax Number: 256-517-1234

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

Corporation ☐

Partnership ☐

Individual ☐

Joint Venture ☐

Other (describe): ☒ "S" Corporation

Corporation Statement

If a corporation, answer the following:

Date of incorporation: / 09/26/2008

Location of incorporation: Huntsville, AL

The corporation is held: Publicly ☐ Privately ☒

Names and titles of corporate officers:

Cathleen O. Anderson-Stender: Owner/Dealer Prinicipal

Robert White: General Manager

Partnership Statement

If a partnership, answer the following:

Date of organization: N/A
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: N/A
Location of organization: _____
JV Agreement recorded? Yes ☐ No ☐

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

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

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

City Employee ☐ Yes ☒ No
If "Yes," Department

Member of Household City Employee ☐ Yes ☒ No
If "Yes," Name (s)

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

Richard Bean
Signature of Proposer

Richard Bean
Print or Type Name of Proposer

03/29/2022
Date

Woody Anderson Ford
Legal Name of Firm

2500 Jordan Lane NW
Mailing Address

Huntsville AL 35816
City State Zip Code

256-517-1257 256-517-1234
Phone Fax

rbean@woodyandersonford.com
Email Address

www.woodyandersonford.com
Website Address



Company ID Number: 502897

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	woody anderson ford
Company Facility Address	2500 jordan lane huntsville, AL 35816
Company Alternate Address	p o box 11400 huntsville, AL 35814
County or Parish	MADISON
Employer Identification Number	630367773
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

E-Verify



Company ID Number: 502897

Approved by:

Employer woody anderson ford	
Name (Please Type or Print) joe steelman	Title
Signature Electronically Signed	Date 02/10/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/10/2012



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services DATE: 3/29/22
FROM: John Lang DEPT: General Services
BID #: 47-2022-74-2 COMMODITY/SERVICE: Security Camera & CCTV Services a

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND State Systems, Inc.

RECOMMENDATION: The General Services Department recommends State Systems, Inc. for the Security Camera & CCTV Services Bid.

DESCRIPTION	PRICE	UOM	COMMENT
Technician	75	/hour	
Helper	50	/hour	

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: 2022.03.29 15:43:43 -05'00'

Department Head

Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy
Date: 2022.03.30 09:21:51 -05'00'

3/30/2022

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



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

Invitation For Bids
Security Cameras & CCTV Services & Repairs

Invitation for Bid #:	47-2022-74-2
Issue Date:	March 9, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a certificate of insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	March 22, 2022 @ 2:00 PM All questions must be submitted in writing to carrie.power@huntsvilleal.gov
IFB Closing Date:	March 29, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power carrie.power@huntsvilleal.gov (256) 564-8060 (256) 427-5059 fax
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Security Cameras & CCTV Services & Repairs 2022

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	A. NOTICE TO BIDDERS		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	✓	
	B. LAW AND REGULATIONS		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	✓	
	C. LICENSES, APPROVALS, PERMITS, ETC.		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement. This shall include AESBL CCTV licensure.	✓	
	D. SCOPE OF SERVICES		
4.	The contract shall be a fixed labor rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	✓	
5.	The successful bidder will be required to perform maintenance, preventative maintenance and repairs to Security Cameras and CCTV Systems. There are approximately 47 DVR's and 400 Cameras at 42 locations around the City.	✓	
	E. CONTRACTOR REQUIREMENTS		
6.	Bidders have five (5) years of experience in Security Cameras and CCTV Services and Repairs and possess all tools of the trade.	✓	
7.	At least three (3) qualified service technicians on staff with at least five (5) years combined experience in Security Cameras and CCTV Systems.	✓	
8.	Service facility must be located within 30 miles of the City of Huntsville Municipal Building (308 Fountain Circle; Huntsville, AL 35801)	✓	
	F. RESPONSIBILITY OF THE CONTRACTOR		
9.	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner. Any estimate of \$50,000 or more shall not be authorized under this contract.	✓	
10.	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.	✓	
11.	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. Up to three (3) skilled technicians will be allowable on repair projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate.	✓	
12.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
13.	The contractor must provide competent workmen and supervision.	✓	
14.	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.	✓	
15.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	✓	
	G. BACKGROUND CHECKS		
16.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	✓	
	H. OSHA & LOCK OUT TAG OUT		
17.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	✓	
	I. ADDITIONAL VENDOR REQUIREMENTS		
18.	Check-In/Check-Out At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	✓	
19.	The Contractor will be responsible for providing their lead personnel with cellular or digital portable telephones whereby they can be contacted and can contact the requesting department at all times.	✓	
20.	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	✓	
	J. REPAIR STATUS, WHEN A DELAY		
21.	Notify the requesting department whether project has been completed or if job site is abandoned to pick up or order materials to complete project and estimated time frame to return to job.	✓	
22.	In the event the Contractor must leave the site to purchase parts for the completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to the job site for the completion of the project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	✓	
	K. EXECUTION OF WORK		
23.	When possible and practical, division personnel will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	is performed. The estimate must itemize anticipated technician hours. It is required that one (1) technician but no more than three (3) technicians, per City of Huntsville General Services Representative approval, will respond for a repair or maintenance call. Furthermore, the contractor must obtain approval to having another technician or helper on site to assist in repairs/maintenance. Any project, which is estimated at \$50,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	✓	
24.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	✓	
	L. RESPONSE TIME		
25.	The contractor shall have personnel available to provide repair and/or maintenance services on a twenty-four (24) hour a day, seven (7) days a week basis.	✓	
26.	All work shall be started within two (2) hours for emergencies and twenty-four (24) hours for non-emergencies after notification to proceed unless further delay is authorized by General Services. All such work shall be completed in accordance with the compilation schedule submitted as part of the written estimate.	✓	
27.	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	✓	
	M. INSPECTION AND ACCEPTANCE		
28.	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of General Services. General Services Management will approve a record of time and materials used for the job as maintained by the contractor, and state on the invoice that they inspected and accepted the work performed.	✓	
	N. CALL BACK SERVICES		
29.	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within two (2) hours of notification for emergencies and four (4) hours for non-emergencies unless further delay is authorized.	✓	
	O. ALLOWANCE OF IN-HOUSE WORK		
30.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	✓	
	P. MATERIALS & EQUIPMENT		
31.	The City of Huntsville reserves the right to purchase and provide parts for installation.	✓	
32.	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%).	✓	

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.	✓	
33.	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.	✓	
34.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	✓	
	Q. SUMMARY REPORT		
35.	Using the Summary Report "Attachment B", 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.	✓	
	R. INVOICING		
36.	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).	✓	
37.	Original invoices shall be submitted at the completion of each job with the following information: City of Huntsville Finance Department – Accounts Payable Division P.O. 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, "Attachment B"	✓	
38.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	✓	
	S. LABOR CHARGES		
39.	The City does not pay overtime or holiday pay.	✓	
40.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	✓	
	T. TRAVEL TIME		
41.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	U. HOUR ROUNDING		
42.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	✓	
	V. EXCESS PROJECT AMOUNT		
43.	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 \$50,000.00 in cost will be subject to a separate competitive bid. No project shall be split in order to avoid this limitation.	✓	
	W. FAILURE FORM		
44.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". A sample document of the "Vendor Complaint Form" is shown as "Attachment A" herein. The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	✓	
45.	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. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS		
46.	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.	✓	
	Y. TERMINATION FOR DEFAULT		
47.	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.	✓	
	Z. TERMINATION FOR CAUSE OR CONVENIENCE		
48.	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.	✓	
49.	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.	✓	
	AA. 24 HOUR CONTACT		
50.	Provide 3 contact names listing each 24-hour phone numbers.	✓	
51.	Contact #1: <i>After Hours Call Line</i> Name: Phone Number(s): <i>256 518 9000</i>	✓	
52.	Contact #2: <i>After Hours Call Line</i> Name: Phone Number(s): <i>256 518 9000</i>	✓	
53.	Contact #3: <i>After Hours Call Line</i> Name: Phone Number(s): <i>256 518 9000</i>	✓	
	BB. REFERENCES		
54.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.		
55.	Company Name: <i>First Bible Church</i> Contact Name: <i>Bonne Howell</i> Address: <i>3202 Spring Ave, Decatur, AL</i> Phone Number: <i>256-353-2711</i>		

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	E-mail Address: <i>ronne@fbc.org</i>		
56.	Company Name: <i>McCook Museum</i> Contact Name: <i>Ben Johnson</i> Address: <i>407 11th St. Decatur, AL</i> Phone Number: <i>256-416-1814</i> E-mail Address: <i>B.Johnson@coockmuseum.org</i>		
57.	Company Name: <i>Huntsville City Center</i> Contact Name: <i>John Jones</i> Address: <i>615 Washington St, H6V, AL 35801</i> Phone Number: <i>256-803-3686</i> E-mail Address: <i>John.Jones@huntsvilleal.gov</i>		

APPENDIX F BIDDER PRICING FORM

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

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

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

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

We acknowledge receipt of the following addenda: _____

Description	Hourly Rate	Estimated Quantity	Subtotal
Technician, per hour	\$ 75.00	8 HR	\$ 600.00
Helper, per hour	\$ 50.00	8 HR	\$ 400.00
TOTAL			\$ 1000.00

ALL WORK MUST BE APPROVED THRU THE GENERAL SERVICES DEPARTMENT

This Price Bid Form is hereby submitted by the undersigned:

Brendly Bass
Printed legal name of Bidder


Signature

Brend Bass - Account Executive
Printed name of individual/corporate officer/general partner/joint venturer AND Title

3/29/22
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): State Systems Inc
- City of Huntsville current taxpayer identification number (if available): _____
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>62-1257409 TN</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: [Signature] Title (if applicable): Account Executive
Type or legibly write name: Brad Bass Date: 3/29/22



Alabama Secretary of State



State Systems, LLC	
Entity ID Number	000 - 308 - 908
Entity Type	Foreign Limited Liability Company
Principal Address	1861 VANDERHORN DR MEMPHIS, TN 38134
Principal Mailing Address	1861 VANDERHORN DR MEMPHIS, TN 38134
Status	Exists
Place of Formation	Tennessee
Formation Date	01/01/1986
Qualify Date	05/07/2014
Registered Agent Name	CORPORATION SERVICE COMPANY, INC.
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	
Doing Business in AL Since	06/01/2014
Annual Reports	
<p>Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.</p>	
Report Year	<u>2015</u> <u>2020</u> <u>2021</u>
Transactions	
Transaction Date	02/20/2018
Agent Mailing Address Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Transaction Date	02/20/2018
Registered Agent Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Transaction Date	06/10/2019
Principal Mailing Address Changed From	3755 CHERRY ROAD MEMPHIS, TN 38118
Transaction Date	06/10/2019

State Systems, LLC	
Principal Office Changed From	3755 CHERRY ROAD MEMPHIS, TN 38118
Transaction Date	07/01/2019
Registered Agent Changed From	INCORP SERVICES INC. 2740 ZELDA ROAD SUITE 5B MONTGOMERY, AL 36106
Transaction Date	08/18/2020
Agent Mailing Address Changed From	INCORP SERVICES INC 4142 CARMICHAEL ROAD MONTGOMERY, AL 36106
Transaction Date	08/18/2020
Miscellaneous Filing Entry	Agent Change Effective 07-07-2020 17:00
Transaction Date	08/18/2020
Registered Agent Changed From	INCORP SERVICES INC 4142 CARMICHAEL ROAD MONTGOMERY, AL 36106
Transaction Date	10/06/2021
Legal Name Changed From	State Systems Inc.
Transaction Date	10/06/2021
Miscellaneous Filing Entry	CONVERSION FROM F/C FILED
Transaction Date	10/12/2021
Agent Mailing Address Changed From	INCORP SERVICES INC 4037 US 231 STE A WETUMPKA, AL 36093
Transaction Date	10/12/2021
Registered Agent Changed From	INCORP SERVICES INC 4037 US 231 STE A WETUMPKA, AL 36093
Scanned Documents	
Document Date / Type / Pages	<u>05/07/2014</u> Certificate of Formation 6 pgs.
Document Date / Type / Pages	<u>02/20/2018</u> Registered Agent Change 2 pgs.
Document Date / Type / Pages	<u>06/10/2019</u> Articles of Amendment 2 pgs.
Document Date / Type / Pages	<u>07/01/2019</u> Registered Agent Change 2 pgs.
Document Date / Type / Pages	<u>08/18/2020</u> Registered Agent Change 2 pgs.
Document Date / Type / Pages	<u>10/06/2021</u> Conversion 3 pgs.
Document Date / Type / Pages	<u>10/12/2021</u> Registered Agent Change 2 pgs.

Browse Results

New Search

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

State Systems, Inc.

Doing-Business-As Name of Proposer:

Principal Office Address:

1861 Vanderhorn Dr.
Memphis, TN 38134

Telephone Number:

901-542-6012

Fax Number:

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

Corporation

X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

January 1, 1986

Location of incorporation:

Memphis, TN

The corporation is held:

Publicly Privately X

Names and titles of corporate officers:

Robert G. McBride - President and GM

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General ☐ Limited ☐

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

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes ☐ No ☐

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

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

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

City Employee Yes ☐ No ☒
If "Yes," Department _____

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

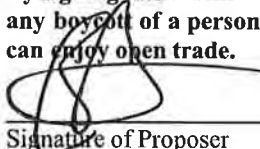
4. ACKNOWLEDGEMENTS

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

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

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

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


Signature of Proposer

Braed Bass
Print or Type Name of Proposer

3/26/22
Date

State Systems, Inc
Legal Name of Firm

3215 6th Ave SW
Mailing Address

Huntsville AL 35805
City State Zip Code

256 518 9000 256 518 9001
Phone Fax

bbass@state-systems-inc.com
Email Address

www.state-systems-inc.com
Website Address

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

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

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

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 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. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
4. 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.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
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 (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
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. Section 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 (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
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. 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 through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 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 THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.
19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not

be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

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

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and

- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
 - F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.
 - Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.
 - G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

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

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

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
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 or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

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

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

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

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

D. COMMUNICATIONS

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

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

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

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

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

B. TERMINATION

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

ARTICLE VII

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. State Systems, Inc (Employer) hereby designates and appoints LINDSAY Stewart (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



Company ID Number:19459

Client Company ID Number:951035

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

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent	
Data Facts	
Name (Please Type or Print)	Title
LINDSAY Stewart	
Signature	Date
Electronically Signed	September 15, 2020
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Company ID Number:19459

Client Company ID Number:951035

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	State Systems, Inc
Company Facility Address	3755 Cherry Road Memphis, TN 38118
Company Alternate Address	
County or Parish	Shelby
Employer Identification Number	62-1257409
North American Industry Classification Systems Code	Repair And Maintenance (811)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	0



Company ID Number:19459

Client Company ID Number:951035

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

Company ID Number:19459

Client Company ID Number:951035

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

Name	Evelyn Miles
Phone Number	(901) 531-6573
Fax Number	
Email Address	evelyn@statesystemsinc.com



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services
FROM: John Lang
BID #: 46-2022-74-2
DATE: 3/29/22
DEPT: General Services
COMMODITY/SERVICE: Honeywell HVAC & Access Control

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Jake Marshall Service, Inc.

RECOMMENDATION: The General Services Department recommends Jake Marshall Service, Inc. for the Honeywell HVAC & Access Control Services and Repairs bid.

DESCRIPTION	PRICE	UOM	COMMENT
Technician	\$94	/hour	
Helper	\$54	/hour	
Design Engineer	\$69	/hour	
Drafting/Graphics Design	\$64	/hour	

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: 2022.03.29 16:22:31 -05'00'

Department Head

Date

Tamara M. Yancy
Digitally signed by Tamara M. Yancy
Date: 2022.03.30 09:18:23 -05'00'

Procurement Manager

3/30/2022

Date

Email completed form to Procurement@huntsvilleal.gov



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

Invitation For Bids
Honeywell HVAC & Access Control Services and Repairs

Invitation for Bid #:	46-2022-74-2
Issue Date:	March 3, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	March 17, 2022 @ 2:00 PM All questions must be submitted in writing to carrie.power@huntsvilleal.gov
IFB Closing Date:	March 24, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power carrie.power@huntsvilleal.gov (256) 564-8060 (256) 427-5059 fax
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Honeywell HVAC & Access Control Services & Repairs 2022

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	A. NOTICE TO BIDDERS		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	X	
	B. LAW AND REGULATIONS		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	X	
	C. LICENSES, APPROVALS, PERMITS, ETC.		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement. This shall include AESBL for Electronic Access.	X	
	D. SCOPE OF SERVICES		
4.	The contract shall be a fixed labor rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	X	
5.	The successful bidder will be required to perform new installs, maintenance, preventative maintenance and repairs to Honeywell HVAC and Access Control Systems.	X	
6.	Vendor will be responsible for providing the necessary controls Engineering and Drafting / Graphic Design Services. At times the scope of work may require systems to be engineered – i.e. switching controls systems from previous control system to Honeywell. This may also require drafting and graphic design services for as-built drawings and controls interface design. Also, it may be required for the vendor to add, modify or edit the existing graphical user interface the BAS server and/or controllers. These services will be provided at an hourly unit price as designated on the bid pricing sheet. These services must be approved by the General Services Department.	X	
	E. CONTRACTOR REQUIREMENTS		
6.	Bidders must be Honeywell ACI certified with preferred experience in Alerton and Trane Systems.	X	
7.	At least three (3) qualified service technicians on staff with Honeywell AX/N4 and/or Enterprise Security Certification and experience with Honeywell Care/Symmetre.	X	
8.	Bidders have five (5) years of experience in Honeywell HVAC and Access Controls Services and Repairs and possess all tools of the trade.	X	
9.	At least three (3) qualified service technicians on staff with at least five (5) years combined experience in HVAC & Access Control Systems.	X	
10.	Service facility must be located within 25 miles of the City of Huntsville Municipal Building (308 Fountain Circle; Huntsville, AL 35801)	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	F. RESPONSIBILITY OF THE CONTRACTOR		
11.	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner. Any estimate of \$50,000 or more shall not be authorized under this contract.	X	
12.	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	
13.	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. Up to three (3) skilled technicians will be allowable on repair projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate.	X	
14.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	X	
15.	The contractor must provide competent workmen and supervision.	X	
16.	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	
17.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	X	
	G. BACKGROUND CHECKS		
18.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	X	
	H. OSHA & LOCK OUT TAG OUT		
19.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	X	
	I. ADDITIONAL VENDOR REQUIREMENTS		
20.	Check-In/Check-Out At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	X	
21.	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	
22.	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	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	J. REPAIR STATUS, WHEN A DELAY		
23.	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	
24.	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	
	K. EXECUTION OF WORK		
25.	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 one (1) technician but no more than three (3) technicians, per City of Huntsville General Services Representative approval, will respond for a repair or maintenance call. Furthermore, the contractor must obtain approval to having another technician or helper on site to assist in repairs/maintenance. Any project, which is estimated at \$50,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	X	
26.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	X	
	L. RESPONSE TIME		
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.	X	
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.	X	
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) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	X	
	M. INSPECTION AND ACCEPTANCE		
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.	X	
	N. CALL BACK SERVICES		
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.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	O. ALLOWANCE OF IN-HOUSE WORK		
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.	X	
	P. MATERIALS & EQUIPMENT		
33.	The City of Huntsville reserves the right to purchase and provide parts for installation.	X	
34.	<p>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.</p> <p>Such materials, equipment rental and subcontractor work shall be itemized and billed at the bidder's actual cost plus ten percent (10%).</p> <p>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.</p>	X	
35.	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	
36.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	X	
	Q. SUMMARY REPORT		
37.	Using the Summary Report "Attachment B", contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	X	
	R. INVOICING		
38.	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	
39.	<p>Original invoices shall be submitted at the completion of each job with the following information:</p> <p>City of Huntsville Finance Department-Accounts Payable Division-PO Box 308, Huntsville, AL 35804 accountspayable@huntsvilleal.gov</p> <p>1. Name and address of Contractor 2. Invoice date 3. Invoice #</p>	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	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, "Attachment B"	X	
40.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	X	
	S. LABOR CHARGES		
41.	The City does not pay overtime or holiday pay.	x	
42.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	X	
	T. TRAVEL TIME		
43.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	
	U. HOUR ROUNDING		
44.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	V. EXCESS PROJECT AMOUNT		
45.	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 \$50,000.00 in cost will be subject to a separate competitive bid. No project shall be split in order to avoid this limitation.	X	
	W. FAILURE FORM		
46.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". A sample document of the "Vendor Complaint Form" is shown as "Attachment A" herein. The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	X	
47.	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification	X	
	X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS		
48.	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	X	
	Y. TERMINATION FOR DEFAULT		
49.	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	X	
	Z. TERMINATION FOR CAUSE OR CONVENIENCE		
50.	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	
51.	The chosen bidder shall be required to give the City of Huntsville 60 days' notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	X	
	AA. 24 HOUR CONTACT		
52.	Provide 3 contact names listing each 24-hour phone numbers.	x	
53.	Contact #1:	x	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Name: Dillon Bratton Phone Number(s): 256-424-2391	X	
54.	Contact #2: Name: Keiffer Burch Phone Number(s): 256-758-9494	X	
55.	Contact #3: Name: Jim Bratton Phone Number(s): 205-329-4877	X	
	BB. REFERENCES		
56.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.	X	
57.	Company Name: HPPG Honda Contact Name: Bobby Clark Address: 550 Honda Parkway Tallapoosa, GA. 30176 Phone Number: 470-216-9225 E-mail Address: bobby_clark@hpg.honda.com	X	
58.	Company Name: Center Building Management, LLC Contact Name: James McConnell Address: 201 12th Av N Birmingham, Al. 35234 Phone Number: 205-440-4441 E-mail Address: james@flhcompany.com	X	
59.	Company Name: Cullman County Board of Education Contact Name: Ricky Smith Address: 402 Arnold St. NE Cullman, Al. 35055 Phone Number: 256-708-1340 E-mail Address: rsmith@ccboe.org	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.

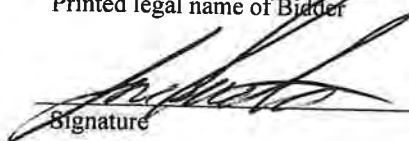
We acknowledge receipt of the following addenda: #1

Description	Hourly Rate	Estimated Quantity	Subtotal
Technician, per hour	\$ 94.00	8 HR	\$ 752.00
Helper, per hour	\$ 54.00	8 HR	\$ 432.00
Design Engineering	\$ 69.00	8 HR	\$ 552.00
Drafting/Graphics Design	\$ 64.00	8 HR	\$ 512.00
TOTAL			\$ 2,248.00

ALL WORK MUST BE APPROVED THRU THE GENERAL SERVICES DEPARTMENT

This Price Bid Form is hereby submitted by the undersigned:

Jake Marshall Service, Inc.
Printed legal name of Bidder


Signature

Jim Bratton N AI. GM

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

3-24-2022

Date

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Jake Marshall Service, Inc.
- City of Huntsville current taxpayer identification number (if available): 29905
(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.)

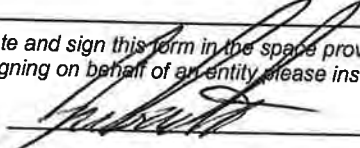
B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

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: 621212159 Tennessee
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): N AI GM
Type or legibly write name: Jim Bratton Date: 3-24-2022



Alabama Secretary of State



Jake Marshall Service, Inc.	
Entity ID Number	000 - 127 - 753
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Montgomery County
Formation Date	12/06/1988
Registered Agent Name	WALLACE, HARVEY
Registered Office Street Address	237 OXMOOR CIRCLE SUITE 106 BIRMINGHAM, AL 35209
Registered Office Mailing Address	237 OXMOOR CIRCLE SUITE 106 BIRMINGHAM, AL 35209
Nature of Business	---
Capital Authorized	2,000 NPV
Capital Paid In	---
Incorporators	
Incorporator Name	MARSHALL, MARIE M
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	POLLARD, RICHARD L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DANIEL, DANNY K
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
<p>Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.</p>	
Report Year	1989 1990 1991 1992 1993 1994 1995 1997 1998 1999 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020
Scanned Documents	
Document Date / Type / Pages	12/06/1988 Certificate of Formation 6 pgs.

Jake Marshall Service, Inc.

[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):

Jake Marshall Service, Inc.

Doing-Business-As Name of Proposer:

Jake Marshall Service, Inc.

Principal Office Address:

8213 Stephanie Dr. SW

Huntsville, Al. 35802

Telephone Number: 205-329-4877

Fax Number: 423-266-7200

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: 9-6-1984

Location of incorporation: Tennessee

The corporation is held: Publicly Privately X

Names and titles of corporate officers:

Danny K. Daniel / Owner/President

Keith Trundle / Ga. VP GM

Jim Bratton / Al. VP GM

Partnership Statement

If a partnership, answer the following:

Date of organization: N/A
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: N/A
Location of organization: _____
JV Agreement recorded? Yes No

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

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

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

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

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

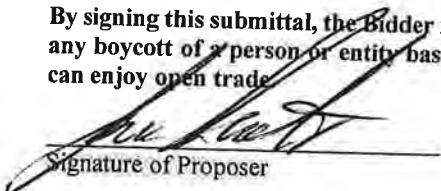
4. ACKNOWLEDGEMENTS

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

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

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

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


Signature of Proposer

Jim Bratton

Print or Type Name of Proposer

3-24-2022

Date

Jake Marshall Service, Inc.

Legal Name of Firm

PO Box 4324

Mailing Address

Chattanooga, TN. 37405

City State Zip Code

256-512-5900 423-266-2700

Phone Fax

jbratton@jmservice.com

Email Address

jmservice.com

Website Address

Company ID Number: 494985

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 **JAKE MARSHALL SERVICE, INC.** (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

Company ID Number: 494985

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

Company ID Number: 494985

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

Company ID Number: 494985

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

Company ID Number: 494985

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-

Company ID Number: 494985

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,

Company ID Number: 494985

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

Company ID Number: 494985

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

Company ID Number: 494985

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.

Company ID Number: 494985

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: 494985

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: 494985

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 **JAKE MARSHALL SERVICE, INC.**

PENNY GAMBLE

Name (Please Type or Print)

Title

Electronically Signed

01/25/2012

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

01/25/2012

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **JAKE MARSHALL SERVICE, INC.**

Company Facility Address: **611 WEST MANNING ST.**

CHATTANOOGA, TN 37405

Company Alternate Address: **P.O. BOX 4324**

CHATTANOOGA, TN 37405

County or Parish: **HAMILTON**

Employer Identification Number: **621212159**



Company ID Number: 494985

North American Industry Classification Systems Code:	811
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">TENNESSEE 1 site(s)	

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

Name:	Penny G Gamble	Fax Number:	(423) 267 - 8539
Telephone Number:	(423) 266 - 7200 ext. 104		
E-mail Address:	pgamble@jmservice.com		
Name:	PENNY G GAMBLE	Fax Number:	(423) 267 - 8539
Telephone Number:	(423) 266 - 7200 ext. 104		
E-mail Address:	pgamble@jmservice.com		
Name:	Kevin D Pyburn	Fax Number:	(423) 267 - 8539
Telephone Number:	(423) 266 - 7200 ext. 141		
E-mail Address:	kpyburn@jmservice.com		



E-Verify

Employment Eligibility Verification

Welcome
Penny GambleUser ID
PGAM7295Last Login
08:08 AM - 04/25/2012[Log Out](#)[Click any icon for help](#)[Home](#)[My Cases](#)[New Case](#)[View Cases](#)[Search Cases](#)[My Profile](#)[Edit Profile](#)[Change Password](#)[Change Security Questions](#)[My Company](#)[Edit Company Profile](#)[Add New User](#)[View Existing Users](#)[Close Company Account](#)[My Reports](#)[View Reports](#)[My Resources](#)[View Essential Resources](#)[Take Tutorial](#)[View User Manual](#)[Contact Us](#)

Company Information

Company Name: JAKE MARSHALL SERVICE, INC.[View / Edit](#)**Company ID Number:** 494985**Doing Business As (DBA) Name:****DUNS Number:** 173442633**Physical Location:****Address 1:** 611 WEST MANNING ST.**Address 2:****City:** CHATTANOOGA**State:** TN**Zip Code:** 37405**County:** HAMILTON**Mailing Address:****Address 1:** P.O. BOX 4324**Address 2:****City:** CHATTANOOGA**State:** TN**Zip Code:** 37405**Additional Information:****Employer Identification Number:** 621212159**Total Number of Employees:** 20 to 99**Parent Organization:****Administrator:****Organization Designation:****Employer Category:** Federal Contractor with FAR E-Verify Clause**Federal Contractor Category:** State or Local Government**Employees being verified:** Entire workforce (all new hires and all existing employees throughout the entire company)**NAICS Code:** 811 - REPAIR AND MAINTENANCE[View / Edit](#)**Total Hiring Sites:** 1[View / Edit](#)**Total Points of Contact:** 3[View / Edit](#)



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services
FROM: John Lang
DATE: 3/22/22
DEPT: General Services
BID #: 43-2022-74-2
COMMODITY/SERVICE: Propane Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Suburban Propane LP

RECOMMENDATION: The General Services Dept. recommends Suburban Propane for the Propane Services Bid.

DESCRIPTION	PRICE	UOM	COMMENT
Price Per Gallon Above Base Price	\$0.42	/Gal	

INITIAL PURCHASE: TBD
FUNDING SOURCE: 1000-14-14100-515700-0000000
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: 2022.03.22 14:25:22 -05'00'

Department Head

Date

Tamara M. Yancy
Digitally signed by Tamara M. Yancy
Date: 2022.03.23 09:31:40 -05'00'

3/23/2022

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

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

Invitation For Bids Propane Services

Invitation for Bid #:	43-2022-74-2
Issue Date:	March 2, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a certificate of insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	March 15, 2022 @ 2:00 PM All questions must be submitted in writing to carrie.power@huntsvilleal.gov
IFB Closing Date:	March 22, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power carrie.power@huntsvilleal.gov (256) 564-8060 (256) 427-5059 fax
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Propane Services 2022

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	A. NOTICE TO BIDDERS		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	✓	
	B. LAW AND REGULATIONS		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	✓	
	C. LICENSES, APPROVALS, PERMITS, ETC.		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	✓	
	D. SCOPE OF SERVICES		
4.	The contract shall be a fixed labor rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	✓	
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.		
	E. CONTRACTOR REQUIREMENTS		
9.	Bidders have three years of experience in Propane Services and possess all tools of the trade.	✓	
	F. RESPONSIBILITY OF THE CONTRACTOR		
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 \$50,000 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).	✓	
G. BACKGROUND CHECKS			
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.	✓	
H. OSHA & LOCK OUT TAG OUT			
18.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	✓	
I. ADDITIONAL VENDOR REQUIREMENTS			
19.	Check-In/Check-Out At the City's option, the contractor may be required to check-in or check-out using one of the following methods:		
	<ul style="list-style-type: none"> 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. NO BADGES	✓	
J. REPAIR STATUS, WHEN A DELAY			
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
K. EXECUTION OF WORK			
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 \$50,000 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.		✓
L. RESPONSE TIME			
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.	✓	
M. INSPECTION AND ACCEPTANCE			
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.	✓	
N. CALL BACK SERVICES			
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.	✓	
O. ALLOWANCE OF IN-HOUSE WORK			
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.	✓	
P. MATERIALS & EQUIPMENT			
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.	✓	
	Q. SUMMARY REPORT		
36.	Using the Summary Report "Attachment B", 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.	✓	
	R. INVOICING		
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, "Attachment B"	✓	
39.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	✓	
	S. LABOR CHARGES		
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
	T. TRAVEL TIME		
42.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	✓	
	U. HOUR ROUNDING		
43.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	✓	
	V. EXCESS PROJECT AMOUNT		
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 \$50,000.00 in cost will be subject to a separate competitive bid. No project shall be split in order to avoid this limitation.	✓	
	W. FAILURE FORM		
45.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". A sample document of the "Vendor Complaint Form" is shown as "Attachment A" herein. The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	✓	
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	✓	
	X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS		
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.	✓	
	Y. TERMINATION FOR DEFAULT		
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.	✓	
	Z. TERMINATION FOR CAUSE OR CONVENIENCE		
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.	✓	
	AA. 24 HOUR CONTACT		
51.	Provide 3 contact names listing each 24-hour phone numbers.		
52.	Contact #1: Name: SHANNON TURRENTINE Phone Number(s): (256) 616-6804	✓	
53.	Contact #2: Name: DAKOTA GANT Phone Number(s): (215) 983-8953	✓	
54.	Contact #3: Name: TAMMY HIBBS Phone Number(s): (256) 819-9252	✓	
	BB. REFERENCES		
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: HAD CITY BID FOR SEVERAL YEARS		

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

APPENDIX E

LOCATION OF WORK/DESCRIPTION	
These Locations Must Be Billed To:	
Water Pollution Control Attn: Kerri Parris 1800 Vermont Road Huntsville, AL 35802 <u>Kerri.bevilacqua@huntsvilleal.gov</u> 256-883-3722 (P) 256-883-3682 (F)	
Water Pollution Control 1800 Vermont Road Huntsville, AL 35802 Three (3) 10,000 Gallon Tanks (City Owned)	
Water Pollution 1008 Monte Sano Blvd. Huntsville, AL One (1) 350 Gallon Tank (City Owned)	
These Locations Must Be Billed To:	
General Services Attn: Peggy Smith 615 Washington Street Huntsville, AL 35801 <u>Peggy.smith@huntsvilleal.gov</u> 256-427-5347 (P) 256-427-5671 (F)	
Fire Station # 4 911 Monte Sano Blvd. Huntsville, AL Two (2) 500 Gallon Tanks (City Owned)	
Fire Station # 13 13013 S. Shawdee Road SE Huntsville, AL 35803 One (1) 250 Gallon Tank Two (2) 500 Gallon Tanks (City Owned)	
Fire Station # 17 295 Old Highway 431 Huntsville, AL One (1) 1000 Gallon Tank (City Owned)	

Maple Hill Cemetery 203 Maple Hill Huntsville, AL Maintenance Building One (1) 500 Gallon Tank (City Owned)	
Portable On-Site Tank Refill	N/A
Delivery Schedule	MON - FRI 7AM - 5PM
24 Hour Emergency Telephone Number(s)	1 800 776-7263

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: 1 Kenneth

Description	Hourly Rate	Estimated Quantity	Subtotal
Pricing Part A			
Technician, per hour	\$ NO CHARGE	8 HR	\$
Helper, per hour	\$ NO CHARGE	8 HR	\$
Pricing Part B			
Base price equals the price per gallon listed in the Hattiesburg BPN Weekly Propane Newsletter			
	Price Per Gallon		
Price per gallon above base price	\$.42	N/A	\$
TOTAL			\$

ALL WORK MUST BE APPROVED THRU THE GENERAL SERVICES DEPARTMENT

This Price Bid Form is hereby submitted by the undersigned:

SUBURBAN PROPANE, L.P.

Printed legal name of Bidder

Kenneth

Signature

KEN WATSON, CSC MANAGER

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

3/17/2022

Date

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): SUBURBAN PROPANE, L.P.
- City of Huntsville current taxpayer identification number (if available): 43603
(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 checked="" 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 type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: Ken Watson Title (if applicable): CSC MANAGER
Type or legibly write name: KEN WATSON Date: 3/17/2022



Alabama Secretary of State



Suburban Propane, Limited Partnership	
Entity ID Number	814 - 437
Legal Name in Place of Origin	Suburban Propane, L.P.
Entity Type	Foreign Limited Partnership
Principal Address	240 ROUTE 10 WEST WHIPPANY, NJ 07981-206
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Delaware
Formation Date	12-19-1995
Qualify Date	2-26-1996
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	Not Provided
Nature of Business	TO MANAGE ASSETS TRANSFERRED TO PTSHIP BY QUANTUM CHEMICAL CORP
Capital Authorized	
Capital Paid In	
General Partners	
General Partner Name	SUBURBAN ENERGY SERVICES GROUP LLC
General Partner Street Address	240 ROUTE 10 WEST WHIPPANY,, NJ 07981
General Partner Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2010 2011 2012 2013 2014 2015 2016 2017 2018
Transactions	
Transaction Date	2-8-1999
Registered Agent Changed From	

Suburban Propane, Limited Partnership	
	THE CORPORATION COMPANY 60 COMMERCE ST STE 1100 MONTGOMERY, AL 36104
Transaction Date	6-4-1999
Partner Activity	*Added SUBURBAN ENERGY SERVICES GROUP LLC
Transaction Date	6-4-1999
Partner Activity	*Removed SUBURBAN PROPANE GP INC 99 WOOD AVENUE SOUTH 10TH FL ISELIN
Transaction Date	3-8-2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY,, AL 36109
Transaction Date	5-3-2013
Legal Name Merged	Inergy Propane, LLC
Transaction Date	5-3-2013
Legal Name Merged	LIBERTY PROPANE OPERATIONS LLC * Not On File Into Foreign
Transaction Date	5-3-2013
Miscellaneous Filing Entry	Merger Effective 04-30-2013
Scanned Documents	
Document Date / Type / Pages	<u>2-26-1996</u> Certificate of Formation 1 pg.
Document Date / Type / Pages	<u>2-8-1999</u> Registered Agent Change 1 pg.
Document Date / Type / Pages	<u>6-4-1999</u> Partner / Member / Shareholder Change 1 pg.
Document Date / Type / Pages	<u>3-8-2010</u> Registered Agent Change 1 pg.
Document Date / Type / Pages	<u>5-3-2013</u> Merger 15 pgs.

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

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

SUBURBAN PROPANE, L.P.

Doing-Business-As Name of Proposer:

SUBURBAN PROPANE, L.P.

Principal Office Address:

240 ROUTE 10 WEST

WHIPPANY, NJ 07981

Telephone Number:

(256) 851-6067

Fax Number:

(256) 852-8361

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:

Location of incorporation:

The corporation is held:

Publicly ___ Privately ___

Names and titles of corporate officers:

Partnership Statement

If a partnership, answer the following:

Date of organization:

1928

Location of organization:

The partnership is:

General ___ Limited X

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
If "Yes," Department

Yes ___ No ✓

Member of Household City Employee
If "Yes," Name (s)

Yes ___ No ✓

Anyone associated with your
company a City Employee
If "Yes," Name (s)

Yes ___ No ✓

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.

Ken Watson
Signature of Proposer

KEN WATSON
Print or Type Name of Proposer

3/17/2022
Date

SUBURBAN PROPANE L.P.
Legal Name of Firm

240 RT 10 WEST
Mailing Address

WHIPPANY NJ 07981
City State Zip Code

256-851-6067 / 256-852-8361
Phone Fax

kwatson@suburbanpropane.com
Email Address

SUBURBANPROPANE.COM
Website Address

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Suburban Propane, L.P. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The 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. The 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. The 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 the 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).
4. SSA agrees to establish 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 and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish 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

Company ID Number: 71972

eligibility and accuracy of SSA records for both citizens and aliens 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 THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien 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 provide to the Employer a manual (the E-Verify Manual) containing instructions 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, and 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 alien 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 alien 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 Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish 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 establish 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.

Company ID Number: 71972

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.
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 E-Verify 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 established 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 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 employer will use the photocopy to verify the photo and to assist the Department 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, 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 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 \$500 and \$1,000 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 any 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

Company ID Number: 71972

action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 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 within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have 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 Manual. 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. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, 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 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 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences 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, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA 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, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of

Company ID Number: 71972

employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and 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 1-800-255-7688 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 the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. 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.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (l) (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 allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify-related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the 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 tentative nonconfirmation.

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

Company ID Number: 71972

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 referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

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 THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the 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 tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien 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.

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 the Department through its toll-free hotline 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.

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 (furnished and paid for by DHS).

Company ID Number: 71972

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The 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 the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

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 manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice 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. 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.

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.

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.

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, and responses to inquiries under the Freedom of Information Act (FOIA).

Company ID Number: 71972

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

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

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 Operations at 888-464-4218.

Employer Suburban Propane, L.P.

Julie Pellegrino

Name (Please type or print)

Title

Electronically Signed

12/06/2007

Signature

Date

Department of Homeland Security -- Verification Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

12/06/2007

Signature

Date

Company ID Number: 71972

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Suburban Propane, L.P.

Company Facility Address: 5793 Wide Waters Parkway
Dewitt, NY 13214

Company Alternate Address: P.O. Box 4833
Syracuse, NY 13221

County or Parish: ONONDAGA

Employer Identification Number: 223410352

North American Industry
Classification Systems Code: 454

Parent Company: Suburban Propane, L.P.

Number of Employees: 2,500 to
4,999 Number of Sites Verified for: 336

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

• SOUTH CAROLINA	21	site(s)
• MASSACHUSETTS	1	site(s)
• WASHINGTON	7	site(s)
• KENTUCKY	8	site(s)
• VERMONT	10	site(s)
• IDAHO	6	site(s)
• MAINE	3	site(s)
• COLORADO	3	site(s)
• CALIFORNIA	44	site(s)
• TENNESSEE	11	site(s)
• UTAH	2	site(s)
• NEW YORK	55	site(s)
• DELAWARE	2	site(s)
• GEORGIA	9	site(s)
• PENNSYLVANIA	37	site(s)
• NORTH CAROLINA	19	site(s)
• NEW JERSEY	13	site(s)
• MARYLAND	12	site(s)
• NEVADA	7	site(s)
• WEST VIRGINIA	1	site(s)
• OHIO	5	site(s)

Company ID Number: 71972

• ARKANSAS	7	site(s)
• WYOMING	4	site(s)
• FLORIDA	17	site(s)
• RHODE ISLAND	1	site(s)
• OREGON	6	site(s)
• CONNECTICUT	3	site(s)
• VIRGINIA	15	site(s)
• NEW HAMPSHIRE	7	site(s)

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

Name:	Rosanna B Culotti	
Telephone Number:	(315) 385 - 4456	Fax Number: (315) 385 - 4441
E-mail Address:	rculotti@suburbanpropane.com	
Name:	Julia M Pellegrino	
Telephone Number:	(315) 385 - 4446	Fax Number: (315) 385 - 4441
E-mail Address:	jpellegrino@suburbanpropane.com	



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services DATE: 3/29/22
FROM: John Lang DEPT: General Services
BID #: 44-2022-74-2 COMMODITY/SERVICE: Flags, Flag Supplies & Repair Service

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Alabama Flag and Banner, Inc.

RECOMMENDATION: The General Services Department recommends Alabama Flag and Banner for the Flags, Flag Supplies & Repair Services Bid. They were the only complete bid that was received.

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: 2022.03.29 16:09:33 -05'00'

Department Head

Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy
Date: 2022.03.30 09:20:05 -05'00'

3/30/2022

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



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

Invitation For Bids
Flags, Flag Supplies & Repair Services

Invitation for Bid #:	44-2022-74-2
Issue Date:	March 4, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a certificate of insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	March 17 @ 2:00 PM All questions must be submitted in writing to carrie.power@huntsvilleal.gov
IFB Closing Date:	March 24, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power carrie.power@huntsvilleal.gov (256) 564-8060 (256) 427-5059 fax
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Flags, Flag Supplies & Repair Services 2022

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	A. NOTICE TO BIDDERS		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	A	
	B. LAW AND REGULATIONS		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	A	
	C. LICENSES, APPROVALS, PERMITS, ETC.		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	A	
	D. SCOPE OF SERVICES		
4.	The contract shall be a fixed labor rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	A	
	E. FLAG SPECIFICATIONS		
5.	U.S. FLAG 30' X 60'	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" 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.	U.S FLAGS 5' X 8' AND 8' X 12'		
21.	Material must be polyester	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
22.	Standard proportions shall be as follows: Hoist (width) of flag (A) 1.0 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.	U.S. COTTON CASKET FLAG 5' X 9.5'		
28.	Made to U.S. Specifications.	X	
29.	MILITARY FLAGS 8' X 12'		
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.	POW FLAGS 20' X 30'		
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.	ALABAMA STATE FLAGS 20' X 30'		
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	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
53.	Although the City of Huntsville <u>CANNOT</u> guarantee the exact quantities of items to be purchased, the approximate quantities are included:	A	
54.	LIST OF CURRENT FLAG TYPES AND SIZES APPROX. PER YEAR		
	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		
	POW Flag (Nylon) 20' X 30' 3		
	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		
	F. CONTRACTOR REQUIREMENTS		
55.	Bidders have three years of experience in commercial flags and possess all tools of the trade.	A	
56.	Flags must be delivered to the Ship To address listed on the Purchase Order within two (2) weeks of order.	A	
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 the City of Huntsville Municipal Building (308 Fountain Circle; Huntsville, AL 35801)	X	
	G. RESPONSIBILITY OF THE CONTRACTOR		
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 \$50,000 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	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
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	
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	
H. BACKGROUND CHECKS			
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	
I. OSHA & LOCK OUT TAG OUT			
69.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	X	
J. ADDITIONAL VENDOR REQUIREMENTS			
70.	Check-In/Check-Out At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	X	
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	
K. REPAIR STATUS, WHEN A DELAY			
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	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	the project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.		
	L. EXECUTION OF WORK		
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 \$50,000 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	
	M. RESPONSE TIME		
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	
	N. INSPECTION AND ACCEPTANCE		
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	
	O. CALL BACK SERVICES		
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	
	P. ALLOWANCE OF IN-HOUSE WORK		
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	
	Q. MATERIALS & EQUIPMENT		
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.	X	

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.	λ	
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	
	R. SUMMARY REPORT		
86.	Using the Summary Report "Attachment B", 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	
	S. INVOICING		
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).	λ	
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, "Attachment B"	λ	
89.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	X	
	T. LABOR CHARGES		
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	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	U. TRAVEL TIME		
92.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	
	V. HOUR ROUNDING		
93.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	W. EXCESS PROJECT AMOUNT		
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 \$50,000.00 in cost will be subject to a separate competitive bid. No project shall be split in order to avoid this limitation.	X	
	X. FAILURE FORM		
95.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". A sample document of the "Vendor Complaint Form" is shown as "Attachment A" herein. The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	X	
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		
	Y. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS		
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	
	Z. TERMINATION FOR DEFAULT		
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	
	AA. TERMINATION FOR CAUSE OR CONVENIENCE		
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	
	BB. 24 HOUR CONTACT		
101.	Provide 3 contact names listing each 24-hour phone numbers.	X	
102.	Contact #1: <i>Belinda Nelson-Kennedy</i> Name: Phone Number(s): <i>256.990.3840</i>	X	
103.	Contact #2: <i>Christopher Kennedy</i> Name: Phone Number(s): <i>256.520.2747</i>	X	
104.	Contact #3: <i>Mandy Kennedy</i> Name: Phone Number(s): <i>256.679.3333</i>	X	
	CC. REFERENCES		
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	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
106.	Company Name: <i>Madison County Commission</i> Contact Name: <i>DN C Strang</i> Address: <i>100 Northside Square HSV, Ac 35801</i> Phone Number: <i>256.532.3745</i> E-mail Address: <i>mtyson@madisoncountyal.gov</i>	X	
107.	Company Name: <i>Westin</i> Contact Name: <i>Scott Miller</i> Address: <i>6000 Governors West, HSV, Ac 35806</i> Phone Number: <i>256.428.5415</i> E-mail Address: <i>smiller@westinhuntsville.com</i>	X	
108.	Company Name: <i>Mitch Smith Chevrolet</i> Contact Name: <i>Sharon Smith</i> Address: <i>1655 Cherokee Ave, SW Cullman, Ac 35055</i> Phone Number: <i>256.734.6430</i> E-mail Address: <i>sharonsmith@mschevy.com</i>	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: _____

Pricing Part A			
Description	Hourly Rate	Estimated Quantity	Subtotal
Laborer, per hour	\$ 295.00	4 HR	\$ 1180.00
Helper, per hour	\$ 165.00	4 HR	\$ 740.00
Pricing Part B			
Cost of Flag	Price Each	Estimated Quantity	Subtotal
U.S. FLAG (POLYESTER) 30' X 60'	\$ 2369.50	4	\$ 9478.00
U.S. FLAG (POLYESTER) 8' X 12'	\$ 24.50	2	\$ 49.00
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'	\$ 1993.70	3	\$ 5981.10
ALABAMA STATE FLAG (NYLON) 20' X 30'	\$ 1269.50	3	\$ 3808.50
MARINE FLAG (200 GRADE DENIER NYLON) 8' X 12'	\$ 535.00	3	\$ 1605.00
AIR FORCE FLAG (200 GRADE DENIER NYLON) 8' X 12'	\$ 535.00	3	\$ 1605.00
NAVY FLAG (200 GRADE DENIER NYLON) 8' X 12'	\$ 535.00	3	\$ 1605.00
COAST GUARD FLAG (200 GRADE DENIER NYLON) 8' X 12'	\$ 535.00	2	\$ 1070.00

ARMY FLAG (200 GRADE DENIER NYLON) 8' X 12'	\$ 535.00	3	\$ 1605.00
Cost to Re-Hem Flags			
U.S. FLAG (POLYESTER) 30' X 60'	\$ 195.00	4	\$ 780.00
POW FLAG (200 GRADE DENIER NYLON) 20' X 30'	\$ 130.00	4	\$ 520.00
ALABAMA STATE FLAG (NYLON) 20' X 30'	\$ 130.00	4	\$ 520.00
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
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
TOTAL			\$ 3395.00

This Price Bid Form is hereby submitted by the undersigned:

Alabama Flag & Banner, Inc. Balinda Nelson-Kennedy
Printed legal name of Bidder Printed name of individual/corporate officer/general partner/joint venturer AND Title
Signature Date 03/17/2022

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

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>000-099-384 Alabama</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: [Signature] Title (if applicable): President
Type or legibly write name: Blinda Melson-Kearney Date: 03/17/2022



Alabama Secretary of State



Alabama Flag & Banner, Inc.	
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	---
Incorporators	
Incorporator Name	KENNEDY, BELINDA MELSON
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
<p>Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.</p>	
Report Year	1986 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	01/02/1991
Legal Name Changed From	Graphic Concepts, Inc.
Transaction Date	01/02/1991
Miscellaneous Filing Entry	RESTATED ARTICLES
Scanned Documents	
Document Date / Type / Pages	07/26/1984 Certificate of Formation 6 pgs.
Document Date / Type / Pages	01/02/1991 Legal Name Change 12 pgs.

Alabama Flag & Banner, Inc.

[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):

Alabama Flag & Banner, Inc.

Doing-Business-As Name of Proposer:

Principal Office Address:

2720 Governors Drive, SW HSV, AL 35805
P.O. Box 1200 Huntsville, AL 35807

Telephone Number:

256.534.1300

Fax Number:

N/A

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:

01/1985

Location of incorporation:

Alabama

The corporation is held:

Publicly _____ Privately X

Names and titles of corporate officers:

Belinda Melsen-Kennedy, President
Christopher Kennedy, V.P.

Partnership Statement

Mandy Kennedy, Sec. and Treasurer

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

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

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

Signature of Proposer

Print or Type Name of Proposer

Date

Legal Name of Firm

Mailing Address

City

State

Zip Code

Phone

Fax

Email Address

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 Fly & Bait Inc* (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

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

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

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

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

Representative from continued use of E-Verify.

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

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

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

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

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

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

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



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement DATE: March 31, 2022
FROM: Chris McNeese DEPT: Public Works Services
BID #: 48-2022-55-3 COMMODITY/SERVICE: Crushed Stone & Aggregate Base

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Vulcan Materials Company

RECOMMENDATION: It is recommended that Vulcan Materials Company be awarded the bid for crushed stone & aggregate base. Please see attached memo.

DESCRIPTION	PRICE	UOM	COMMENT
Surge Stone Pick Up	\$15.00	Ton	
Dense Graded Base-Pick Up	\$13.00	Ton	
1/2" Crushed Stone Base-Pick Up	\$13.00	Ton	
1 1/2" Crushed Stone Base-Pick Up	\$13.00	Ton	
Class 1 Rip Rap-Pick Up	\$18.00	Ton	
Class 2 Rip Rap-Pick Up	\$18.50	Ton	
No. 2 Aggregate-Pick Up	\$15.00	Ton	

INITIAL PURCHASE: \$15,000.00
FUNDING SOURCE: 3020-55-00000516010-00000000
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: 2022.03.31 13:24:43 -05'00'

Department Head

Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy
Date: 2022.04.01 15:00:21 -05'00'

4/1/2022

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 2

TO: Procurement DATE: March 31, 2022
FROM: Chris McNeese DEPT: Public Works Services
BID #: 48-2022-55-3 COMMODITY/SERVICE: Crushed Stone & Aggregate Base

DESCRIPTION	PRICE	UOM	COMMENT
No. 57 Aggregate-Pick Up	\$16.00	Ton	
No. 67 Aggregate-Pick Up	\$17.00	Ton	
No. 78 Aggregate-Pick Up	\$18.00	Ton	
No. 89 Aggregate-Pick Up	\$18.00	Ton	
No. 810 Aggregate-Pick Up	\$13.00	Ton	
Surge Stone-Delivered up to 5 miles	\$19.75	Ton	
Surge Stone-Delivered 6-10 miles	\$20.39	Ton	
Surge Stone Delivered 11-15 miles	\$21.89	Ton	
Surge Stone Delivered 16-20 miles	\$22.75	Ton	
Surge Stone Delivered 21-25 miles	\$23.68	Ton	
Dense Graded Base-Delivered up to 5 miles	\$17.75	Ton	
Dense Graded Base-Delivered 6-10 miles	\$18.39	Ton	
Dense Graded Base-Delivered 11-15 miles	\$19.89	Ton	
Dense Graded Base-Delivered 16-20 miles	\$20.75	Ton	
Dense Graded Base-Delivered 21-25 miles	\$21.68	Ton	
1/2" Crushed Stone Base-Delivered up to 5 miles	\$17.75	Ton	
1/2" Crushed Stone Base-Delivered 6-10 miles	\$18.39	Ton	
1/2" Crushed Stone Base-Delivered 11-15 miles	\$19.89	Ton	
1/2" Crushed Stone Base-Delivered 16-20 miles	\$20.75	Ton	
1/2" Crushed Stone Base-Delivered 21-25 miles	\$21.68	Ton	
1 1/2" Crushed Stone Base-Delivered up to 5 miles	\$17.75	Ton	
1 1/2" Crushed Stone Base-Delivered 6-10 miles	\$18.39	Ton	
1 1/2" Crushed Stone Base Delivered 11-15 miles	\$19.89	Ton	
1 1/2" Crushed Stone Base-Delivered 16-20 miles	\$20.75	Ton	
1 1/2" Crushed Stone Base-Delivered 21-25 miles	\$21.68	Ton	
Class 1 Rip Rap-Delivered up to 5 miles	\$23.75	Ton	
Class 1 Rip Rap-Delivered 6-10 miles	\$24.39	Ton	
Class 1 Rip Rap-Delivered 11-15 miles	\$25.89	Ton	
Class 1 Rip Rap-Delivered 16-20 miles	\$26.75	Ton	
Class 1 Rip Rap-Delivered 21-25 miles	\$27.68	Ton	
Class 2 Rip Rap-Delivered up to 5 miles	\$24.25	Ton	



HUNTSVILLE

Finance Department
Procurement Services Division

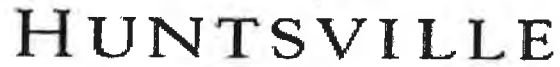
CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 3

TO: Procurement
FROM: Chris McNeese
BID #: 48-2022-55-3

DATE: March 31, 2022
DEPT: Public Works Services
COMMODITY/SERVICE: Crushed Stone & Aggregate Base

DESCRIPTION	PRICE	UOM	COMMENT
Class 2 Rip Rap-Delivered 6-10 miles	\$24.89	Ton	
Class 2 Rip Rap-Delivered 11-15 miles	\$26.39	Ton	
Class 2 Rip Rap-Delivered 16-20 miles	\$27.25	Ton	
Class 2 Rip Rap-Delivered 21-25 miles	\$28.18	Ton	
No 2 Crushed Stone-Delivered up to 5 miles	\$19.75	Ton	
No. 2 Crushed Stone-Delivered 6-10 miles	\$20.39	Ton	
No. 2 Crushed Stone-Delivered 11-15 miles	\$21.89	Ton	
No. 2 Crushed Stone-Delivered 16-20 miles	\$22.75	Ton	
No. 2 Crushed Stone-Delivered 21-24 miles	\$23.68	Ton	
No. 57 Crushed Stone-Delivered up to 5 miles	\$20.75	Ton	
No. 57 Crushed Stone-Delivered 6-10 miles	\$21.39	Ton	
No. 57 Crushed Stone-Delivered 11-15 miles	\$22.89	Ton	
No. 57 Crushed Stone-Delivered 16-20 miles	\$23.75	Ton	
No. 57 Crushed Stone-Delivered 21-24 miles	\$24.68	Ton	
No. 67 Crushed Stone-Delivered up to 5 miles	\$21.75	Ton	
No. 67 Crushed Stone-Delivered 6-10 miles	\$22.39	Ton	
No. 67 Crushed Stone-Delivered 11-15 miles	\$23.89	Ton	
No. 67 Crushed Stone-Delivered 16-20 miles	\$24.75	Ton	
No. 67 Crushed Stone-Delivered 21-25 miles	\$25.68	Ton	
No. 78 Crushed Stone-Delivered up to 5 miles	\$22.75	Ton	
No. 78 Crushed Stone-Delivered 6-10 miles	\$23.39	Ton	
No. 78 Crushed Stone-Delivered 11-15 miles	\$24.89	Ton	
No. 78 Crushed Stone-Delivered 16-20 miles	\$25.75	Ton	
No. 78 Crushed Stone-Delivered 21-25 miles	\$26.68	Ton	
No. 89 Crushed Stone-Delivered up to 5 miles	\$22.75	Ton	
No. 89 Crushed Stone-Delivered 6-10 miles	\$23.39	Ton	
No. 89 Crushed Stone-Delivered 11-15 miles	\$24.89	Ton	
No. 89 Crushed Stone-Delivered 16-20 miles	\$25.75	Ton	
No. 89 Crushed Stone-Delivered 21-25 miles	\$26.68	Ton	
No. 810 Crushed Stone-Delivered up to 5 miles	\$17.75	Ton	
No. 810 Crushed Stone-Delivered 6-10 miles	\$18.39	Ton	



CONTRACT/BID AWARD RECOMMENDATION FORM

TO:	<u>Procurement</u>	DATE:	<u>March 31, 2022</u>
FROM:	<u>Chris McNeese</u>	DEPT:	<u>Public Works Services</u>
BID #:	<u>48-2022-55-3</u>	COMMODITY/SERVICE:	<u>Crushed Stone & Aggregate Base</u>

[illegible]

MEMORANDUM

TO: Procurement

FROM: Chris McNeese, Public Works Services, Director

DATE: April 1, 2022

SUBJECT: Crushed Stone & Aggregate Base Bid 48-2022-55-3

After careful review of the proposals submitted in response to bid solicitation 48-2022-55-3, Public Works Services deems it is in the best interest of the City to award the Crushed Stone and Aggregate Base contract in whole to Vulcan Materials Company. Although Vulcan is not the overall low bidder, from an operational and financial standpoint Vulcan Materials Company is better positioned than Madison Materials to meet and address the needs of the City for the following reasons:

1. Line 4 of Appendix D – Detailed Requirements Checklist provides that the City reserves the right to award to the vendor(s) that is located nearest to the city facility or job site where the crushed stone aggregate will be used and/or stockpiled. Vulcan Materials has 4 quarries of which 3 are less than 25miles away from the Public Works facility. Both of Madison Materials quarries are in excess of 30miles away from the Public Works facility.
2. Maximum radius for pickups and deliveries per the pricing structure outlined in the bid documents is 25miles. Both of Madison Materials quarries exceed this maximum radius thus accurate cost of deliveries and pickups cannot be determined based on pricing provided and pickup/delivery within in 25miles of the city facility is not plausible.
3. Exceeding the 25miles will cause delays operational delays which will result delays in completion of jobs, higher fuel and equipment costs, unproductive utilization of city personnel and/or contractor work time.
4. Scheduling deliveries and pickups in excess of 25miles was not contemplated as it has been determined from previous contracts and job orders that the 25miles radius is more practical, cost effective, and time efficient from an overall operational and job performance perspective.

Vulcan Materials Company based on the proximity of their quarry locations are logistically positioned to provide pick up locations and deliveries within the scope of the bid specifications.

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
	I. SERVICE REQUIREMENTS		
1	All crushed stone and dense graded aggregate base shall meet the specifications set forth by the State of Alabama Highway Department.	✓	
2	Vendors must submit a total price per ton picked up at the plant or delivered as per the following attached sheets.	✓	
3	Bid price shall include the exact cost of crushed stone, and delivery charges.	✓	
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: ① Huntsville Quarry 4260 Strongfield Rd</p> <p>(2) Location: Huntsville, AL 35806 ② Redstone Yard 2053 Vermont Rd SW Huntsville, AL 35804</p> <p>③ Gurley Quarry 133 Salty Bottom Rd Gurley, AL 35748</p> <p>④ Trinity Quarry 3950 AL Hwy 20 West Trinity, AL 35673</p>		

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:

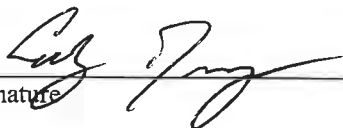


See separate file Crushed Stone and Aggregate Base Pricing Form 2022.xlsx

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

This Price Bid Form is hereby submitted by the undersigned:

Vulcan Materials Company
Printed legal name of Bidder


Signature

Cody Dunagan - Sales Rep
Printed name of individual/corporate officer/general partner/joint venturer AND Title

3-17-22
Date

Crushed Stone and Aggregate Base Pricing Form				
PLEASE USE EXCEL SHEET TO ENTER INFORMATION				
Item #	Item Description	UOM	Estimated Qty's	Price
1	SURGE STONE - PICK UP	TON	2000	\$ 15.00
2	DENSE GRADED BASE - PICK UP	TON	7000	\$ 13.00
3	1/2" CRUSHED STONE BASE - PICK UP	TON	500	\$ 13.00
4	1-1/2" CRUSHED STONE BASE - PICK UP	TON	4000	\$ 13.00
5	CLASS 1 RIP RAP - PICK UP	TON	6000	\$ 18.00
6	CLASS 2 RIP RAP - PICK UP	TON	4000	\$ 18.50
7	NO. 2 AGGREGATE - PICK UP	TON	5000	\$ 15.00
8	NO. 57 AGGREGATE - PICK UP	TON	10000	\$ 16.00
9	NO. 67 AGGREGATE - PICK UP	TON	2000	\$ 17.00
10	NO. 78 AGGREGATE - PICK UP	TON	6000	\$ 18.00
11	NO. 89 AGGREGATE - PICK UP	TON	500	\$ 18.00
12	NO. 810 AGGREGATE - PICK UP	TON	500	\$ 13.00
13	SURGE STONE - DELIVERED UP TO 5 MILES	TON	500	\$ 19.75
14	SURGE STONE - DELIVERED 6 TO 10 MILES	TON	500	\$ 20.39
15	SURGE STONE - DELIVERED 11 TO 15 MILES	TON	500	\$ 21.89
16	SURGE STONE - DELIVERED 16 TO 20 MILES	TON	500	\$ 22.75
17	SURGE STONE - DELIVERED 21 TO 25 MILES	TON	500	\$ 23.68
18	DENSE GRADED BASE - DELIVERED UP TO 5 MILES	TON	1000	\$ 17.75
19	DENSE GRADED BASE - DELIVERED 6 TO 10 MILES	TON	2000	\$ 18.39
20	DENSE GRADED BASE - DELIVERED 11 TO 15 MILES	TON	2000	\$ 19.89
21	DENSE GRADED BASE - DELIVERED 16 TO 20 MILES	TON	1000	\$ 20.75
22	DENSE GRADED BASE - DELIVERED 21 TO 25 MILES	TON	500	\$ 21.68
23	1/2" CRUSHED STONE BASE - DELIVERED UP TO 5 MILES	TON	500	\$ 17.75
24	1/2" CRUSHED STONE BASE - DELIVERED 6 TO 10 MILES	TON	1000	\$ 18.39
25	1/2" CRUSHED STONE BASE - DELIVERED 11 TO 15 MILES	TON	500	\$ 19.89
26	1/2" CRUSHED STONE BASE - DELIVERED 16 TO 20 MILES	TON	500	\$ 20.75
27	1/2" CRUSHED STONE BASE - DELIVERED 21 TO 25 MILES	TON	500	\$ 21.68
28	1-1/2" CRUSHED STONE BASE - DELIVERED UP TO 5 MILES	TON	500	\$ 17.75
29	1-1/2" CRUSHED STONE BASE - DELIVERED 6 TO 10 MILES	TON	500	\$ 18.39
30	1-1/2" CRUSHED STONE BASE - DELIVERED 11 TO 15 MILES	TON	500	\$ 19.89
31	1-1/2" CRUSHED STONE BASE - DELIVERED 16 TO 20 MILES	TON	500	\$ 20.75

32	1-1/2" CRUSHED STONE BASE - DELIVERED 21 TO 25 MILES	TON	500	\$	21.68
33	CLASS 1 RIP RAP - DELIVERED UP TO 5 MILES	TON	500	\$	23.75
34	CLASS 1 RIP RAP - DELIVERED 6 TO 10 MILES	TON	500	\$	24.39
35	CLASS 1 RIP RAP - DELIVERED 11 TO 15 MILES	TON	500	\$	25.89
36	CLASS 1 RIP RAP - DELIVERED 16 TO 20 MILES	TON	500	\$	26.75
37	CLASS 1 RIP RAP - DELIVERED 21 TO 25 MILES	TON	500	\$	27.68
38	CLASS 2 RIP RAP - DELIVERED UP TO 5 MILES	TON	500	\$	24.25
39	CLASS 2 RIP RAP - DELIVERED 6 TO 10 MILES	TON	500	\$	24.89
40	CLASS 2 RIP RAP - DELIVERED 11 TO 15 MILES	TON	500	\$	26.39
41	CLASS 2 RIP RAP - DELIVERED 16 TO 20 MILES	TON	500	\$	27.25
42	CLASS 2 RIP RAP - DELIVERED 21 TO 25 MILES	TON	500	\$	28.18
43	#2 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	\$	19.75
44	#2 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	500	\$	20.39
45	#2 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	500	\$	21.89
46	#2 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	500	\$	22.75
47	#2 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	500	\$	23.68
48	#57 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	\$	20.75
49	#57 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	1000	\$	21.39
50	#57 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	1000	\$	22.89
51	#57 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	1000	\$	23.75
52	#57 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	1000	\$	24.68
53	#67 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	\$	21.75
54	#67 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	500	\$	22.39
55	#67 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	500	\$	23.89
56	#67 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	500	\$	24.75
57	#67 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	500	\$	25.68
58	#78 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	\$	22.75
59	#78 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	500	\$	23.39
60	#78 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	1000	\$	24.89
61	#78 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	500	\$	25.75
62	#78 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	500	\$	26.68
63	#89 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	\$	22.75
64	#89 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	500	\$	23.39
65	#89 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	500	\$	24.89

66	#89 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	500	\$	25.75
67	#89 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	500	\$	26.68
68	#810 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	\$	17.75
69	#810 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	500	\$	18.39
70	#810 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	500	\$	19.89
71	#810 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	500	\$	20.75
72	#810 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	500	\$	21.68
73	#5 CRUSHED STONE - PICK UP	TON	1000	\$	16.00
74	#5 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	\$	20.75
75	#5 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	500	\$	21.39
76	#5 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	500	\$	22.89
77	#5 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	500	\$	23.75
78	#5 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	500	\$	24.68
Total Price					\$ 1,665.98

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 Materials Company
- City of Huntsville current taxpayer identification number (if available): 874 Lic No: 336827
(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>10 - 8579133</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: Cody Dunagan Title (if applicable): Sales Rep
Type or legibly write name: Cody Dunagan Date: 3-17-22



Alabama Secretary of State



Vulcan Construction Materials, LLC	
Entity ID Number	000 - 815 - 723
Entity Type	Foreign Limited Liability Company
Principal Address	1200 URBAN CENTER DRIVE BIRMINGHAM,, AL 35242
Principal Mailing Address	1200 URBAN CENTER DRIVE BIRMINGHAM,, AL 35242
Status	Exists
Place of Formation	Delaware
Formation Date	10/30/1998
Qualify Date	01/11/1999
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	MINING/PRODUCTION OF CONST MATERIALS & ANY OTHER ACTS ALLOWED
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	<u>2008</u> <u>2009</u> <u>2010</u> <u>2011</u> <u>2012</u> <u>2013</u> <u>2020</u> <u>2021</u>
Transactions	
Transaction Date	04/06/2009
Registered Agent Changed From	DENSON, W. F. III 1200 URBAN CENTER DRIVE BIRMINGHAM,, AL 35242
Transaction Date	07/23/2015
Legal Name Changed From	Vulcan Construction Materials, LP
Transaction Date	07/23/2015
Miscellaneous Filing Entry	CONVERSION FROM FLP FILED
Transaction Date	07/23/2015
Miscellaneous Filing Entry	Entity Conversion Effective 06-30-2015 08:23
Transaction Date	04/28/2017

Vulcan Construction Materials, LLC	
Registered Agent Changed From	CSC LAWYERS INCORPORATING SVC 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
Registered Agent Changed From	CORPORATION SERVICE COMPANY INC 641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Scanned Documents	
Document Date / Type / Pages	<u>01/11/1999</u> Certificate of Formation 1 pg.
Document Date / Type / Pages	<u>04/06/2009</u> Registered Agent Change 1 pg.
Document Date / Type / Pages	<u>07/23/2015</u> Conversion 8 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.

[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):

Vulcan Materials Company

Doing-Business-As Name of Proposer:

Principal Office Address:

1200 Urban Center Drive
Birmingham, AL 35242

Telephone Number:

205-298-3120

Fax Number:

205-298-2948

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:

1/1/1956

Location of incorporation:

New Jersey

The corporation is held:

Publicly X Privately _____

Names and titles of corporate officers:

Tom Hill - Chair + CEO

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

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

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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


Signature of Proposer

Cody Dunagan
Print or Type Name of Proposer

3-17-22
Date

Vulcan Materials Company
Legal Name of Firm

1200 Urban Center Drive
Mailing Address

Birmingham AL 35242
City State Zip Code

205-298-3120 205-298-2948
Phone Fax

dunagan@vmcmail.com
Email Address

www.vulcanmaterials.com
Website Address



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
Electronically Signed Signature	01/16/2012 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	01/16/2012 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
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)	

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	

STATE OF ALABAMA

MADISON COUNTY

CONTROL NO.
2325077

LICENSE NO.
2122488

ACCOUNT NO.
94736

ISSUED TO:

VULCAN CONSTRUCTION MATERIALS LLC
ATTN, TRACI LYNCH
120 S CENTRAL AVE
STE 350
SAINT LOUIS, MO 63105

LICENSE YEAR
2021-2022

DATE ISSUED		
10	04	2021
MO.	DAY	YR.

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:
4210 STRINGFIELD RD
HUNTSVILLE, AL 35810

EXPIRES
September 30, 2022
RENEW IN OCTOBER

RL:
U37 - #2325077 - T2 - P738547 - M2

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0087	COTTONSEED OIL MILLS, COTTON MILLS, FACTORIES, ETC	00.00	1.75	0.00	0.00	0.00	301.75
							301.75

TRANSFER OF LICENSE

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Kathleen D. Baxter

State Comptroller

Vernon Barnett

Commissioner of Revenue

MARK CRAIG

Name of Purchaser

Issuing Authority

Issuing Authority

TOTAL 0.00

MAIL FEE 2.00

TOTAL WITH MAIL FEE 303.75

PAYMENT INFO (738547)

CASH : \$0.00
CHECK : \$986.25 900547
CC : \$0.00
CHANGE : \$0.00
TOTAL : \$986.25

VULCAN CONSTRUCTION MATERIALS LLC
ATTN, TRACI LYNCH
120 S CENTRAL AVE STE 350
SAINT LOUIS, MO 63105



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** April 4, 2022
FROM: LaRissa Schroeder **DEPT:** Finance
BID #: 41-2022-83-1 **COMMODITY/SERVICE:** Safety Toe & Protective Footwear

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND TRI-COUNTY SHOES, INC.

RECOMMENDATION: Recommend to award bid to sole responsive bidder, Tri-County Shoes, Inc. dba Red Wing Shoe Store

DESCRIPTION	PRICE	UOM	COMMENT
Total Bid Price	\$6310.00		
Discount % Off List Price for Items Not Listed	20%		
(See attached Bidder Pricing Form for itemized bid pricing)			

INITIAL PURCHASE: As Needed
FUNDING SOURCE: Varies
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.

Tamara M. Yancy Digitally signed by Tamara M. Yancy
Date: 2022.04.04 12:17:54 -05'00'

4/4/2022

Department Head

Date

Penny L Smith Digitally signed by Penny L Smith
Date: 2022.04.04 13:39:43 -05'00'

4/4/2022

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

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

Invitation For Bids SAFETY TOE & PROTECTIVE FOOTWEAR

Invitation for Bid #:	41-2022-83-1
Issue Date:	March 4, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	March 21, 2022 @ 5:00 PM All questions must be submitted in writing to larissa.schroeder@huntsvilleal.gov .
IFB Closing Date:	March 29, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	N/A
Procurement Services Contact: /	LaRissa Schroeder larissa.schroeder@huntsvilleal.gov (256) 427-5058 (256) 427-5059 fax
City Internet Site:	www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	Safety Toe and Protective Footwear Bidder Pricing Form 2022.xlsx
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Safety Toe & Protective Footwear 2022

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
I. GENERAL			
1	The City will consider other equal products submitted for consideration.	✓	
2	The successful Bidder shall notify Procurement Services immediately if any contracted footwear is out of stock or discontinued.	✓	
3	No substitutions shall be allowed without the written consent of Procurement Services.	✓	
4	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.	✓	
5	A Purchase Order must be received by the Contractor prior to the sale of goods - NO EXCEPTIONS.	✓	
II. RETURN POLICY			
6	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:	✓	
7	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.	✓	
8	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.	✓	
9	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.	✓	
10	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, 308 Fountain Circle, Huntsville, AL 35801.	✓	
III. WARRANTY			
11	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.	✓	
12	Each Bidder is required to submit their warranty replacement policy and procedures with their bid response.	✓	

Line Ref #	Specific Functional Requirement	Compliant?	
		Yes	No
	IV. CATALOG		
13	Each Bidder is required to furnish with their bid, one (1) copy of the footwear product catalog from which they are quoting. If the catalog does not show pricing, the Bidder shall include a price list for the catalog stating page and item numbers of footwear for which you are quoting that meet attached specifications and requirements.	✓	
14	Each Bidder must clearly identify all footwear products that are bid. Brand name, style, item number and catalog page number must be shown. The City of Huntsville reserves the right to reject any bid if the product information submitted with the bid is incomplete.	✓	
	V. DISCOUNT PERCENTAGE		
15	A discount percentage must be specified for items not specifically listed on the Bidder Pricing Form. The discount percentage quoted shall be for all items in the catalog submitted with this bid response that are not listed on the Bidder Pricing Form unless a separate list is provided identifying items to be excluded from consideration. The list of catalog items to be excluded must be provided with the item number and catalog page number.	✓	
16	Quotes must be submitted for all items not specifically listed in the bid. 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:

John J. Lemmi

See attached Bidder Pricing Form in BidNet Direct, Safety Toe and Protective Footwear Bidder Pricing Form 2022.xlsx. Complete, sign and attach to bid response.

**CITY OF HUNTSVILLE ADDER PRICING FORM
SAFETY TOE AND PROTECTIVE FOOTWEAR - BID# 41-2022-83-1**

LINE REF #	ITEM DESCRIPTION OR EQUAL	STYLE #	M/F	CATALOG PAGE #	ITEM #	SIZES	UOM	UNIT PRICE
1	Irish Setter Waterproof Steel Square Toe, Electrical Hazard, Brown Leather Upper	83912	M	66	83,912	See Catalog	EA	\$176.00
2	WORX Waterproof Pull-On Steel Toe Boot, Electrical Hazard, Brown Leather Upper	5700	M	SUP1	5,702	See Catalog	EA	\$130.00
3	Irish Setter Waterproof Pull-On Aluminum Toe Boot, Electrical Hazard, Brown Leather Upper	83906	M	68	86,906	See Catalog	EA	\$176.00
4	Irish Setter Waterproof 6" Lace Steel Toe Boot, Electrical Hazard, Brown Leather Upper	83618	M	41	83,618	See Catalog	EA	\$130.00
5	Irish Setter Waterproof Steel Square Toe, Electrical Hazard, Brown/Black Leather Upper	83938	M	67	83,938	See Catalog	EA	\$169.00
6	Irish Setter Waterproof Pull-On Non-Metallic Toe Boot, Electrical Hazard, Gray Nylon/Leather Upper	83936	M	66	83,936	See Catalog	EA	\$169.00
7	WORX Romeo Slip-On Steel Toe, Electrical Hazard, Brown Leather Upper	5425	M	46	5,425	See Catalog	EA	\$130.00
8	WORX Waterproof 6" Lace Steel Toe Boot, Electrical Hazard, Brown Leather Upper	5606	M	45	5,606	See Catalog	EA	\$144.00
9	WORX 6" Lace Steel Toe Boot, Electrical Hazard, Brown Leather Upper	5422	M	46	5,422	See Catalog	EA	\$119.00
10	WORX Waterproof 6" Lace/Zip Non-Metallic Toe Boot, Electrical Hazard, Black Leather Upper	5611	M	45	5,611	See Catalog	EA	\$139.00
11	WORX Low Top Athletic Aluminum Toe, Electrical Hazard, Black/Gray Nylon Upper	5010	M	27	5,027	See Catalog	EA	\$109.00
12	WORX Chukka Lace Steel Toe Boot, Electrical Hazard, Black Leather Upper	5501	M	18	6,513	See Catalog	EA	\$89.00
13	Irish Setter Waterproof 6" Lace Aluminum Toe Boot, Electrical Hazard, Brown Leather Upper	83614	M	41	83,614	See Catalog	EA	\$130.00
14	Irish Setter 6" Lace Steel Toe Boot, Electrical Hazard, Brown Leather Upper	83608	M	44	83,608	See Catalog	EA	\$119.00
15	Irish Setter Waterproof 8" Lace Steel Toe Boot, Electrical Hazard, Brown Leather Upper	83852	M	54	2,233	See Catalog	EA	\$149.00
16	WORX 6" Lace Steel Toe Boot, Electrical Hazard, Brown Leather Upper, King Toe	5605	M	47	5,605	See Catalog	EA	\$116.00
17	WORX 6" Lace/Zip Non-Metallic Toe Boot, Electrical Hazard, Black Leather Upper	5629	M	18	6,513	See Catalog	EA	\$89.00
18	Red Wing Low Athletic Aluminum Toe, Electrical Hazard, Black/Orange Nylon Upper	6338	M	27	5,027	See Catalog	EA	\$109.00
19	Red Wing 5" Lace Aluminum Toe Boot, Electrical Hazard, Brown Leather Upper	6692	M	18	5,406	See Catalog	EA	\$119.00
20	Red Wing 6" Lace Aluminum Toe Boot, Electrical Hazard, Brown Leather Upper	2205	M	46	5,422	See Catalog	EA	\$119.00
21	Irish Setter Pull-On Steel Toe Boot, Electrical Hazard, Brown Leather Upper	83908	M	69	83,958	See Catalog	EA	\$155.00
22	Irish Setter 6" Lace Aluminum Toe Boot, Electrical Hazard, Brown Leather Upper	83606	M	38	2,235	See Catalog	EA	\$159.00
23	Irish Setter Waterproof Logger Steel Toe Boot, Electrical Hazard, Black Leather Upper	83836	M	61	83,836	See Catalog	EA	\$130.00
24	Irish Setter Waterproof 6" Lace Non-Metallic Toe Boot, Electrical Hazard, Brown Leather Upper	83632	M	43	83,632	See Catalog	EA	\$169.00
25	WORX Low Top Lace Non-Metallic Toe, Electrical Hazard, Black Leather Upper	6550	M	16	6,550	See Catalog	EA	\$89.00
26	Red Wing Low Slip-On Non-Metallic Toe, Static Dissipative, Brown Leather Upper	6705	M	11	6,705	See Catalog	EA	\$129.00
27	Irish Setter Waterproof Soft Toe Tactical Boot, Scent Ban, Black Leather Upper	832	M	18	6,513	See Catalog	EA	\$89.00
28	WORX Slip-On Non-Metallic Toe Shoe, Electrical Hazard, Brown Leather Upper	6558	M	16	6,558	See Catalog	EA	\$89.00
29	Red Wing Low Lace-Up Non-Metallic Toe, Static Dissipative, Brown Leather Upper	6708	M	15	83,114	See Catalog	EA	\$125.00
30	Irish Setter Waterproof Pull-On Soft Toe Boot, Electrical Hazard, Brown Leather Upper	83907	M	68	83,907	See Catalog	EA	\$169.00
31	Red Wing 6" Lace Non-Metallic Toe Boot, Electrical Hazard, Brown Leather Upper, King Toe	2235	M	39	2,245	See Catalog	EA	\$149.00
32	WORX Low Lace Steel Toe Athletic, Electrical Hazard, Black/Gray/Red Nylon Upper	5027	M	27	5,027	See Catalog	EA	\$109.00
33	WORX Chukka Lace Steel Toe Boot, Electrical Hazard, Brown Leather Upper	5406	M	18	5,406	See Catalog	EA	\$119.00
34	Red Wing Waterproof 6" BOA Lace Non-Metallic Toe, Electrical Hazard, Brown Leather Upper	4216	M	45	5,606	See Catalog	EA	\$144.00
35	Red Wing Waterproof 6" Lace Non-Metallic Toe Boot, Electrical Hazard, Brown Leather Upper, King Toe	2240	M	35	2,240	See Catalog	EA	\$176.00
36	Red Wing 6" Lace Non-Metallic Toe Boot, Electrical Hazard, Black Leather Upper, King Toe	2234	M	38	2,234	See Catalog	EA	\$159.00

CR161MA1

**CITY OF HUNTSVILLE BIDDER PRICING FORM
SAFETY TOE AND PROTECTIVE FOOTWEAR - BID# 41-2022-83-1**

LINE REF #	ITEM DESCRIPTION OR EQUAL	STYLE #	M/F	CATALOG PAGE #	ITEM #	SIZES	UOM	UNIT PRICE
37	Red Wing Waterproof 6" BOA Lace Non-Metallic Toe, Electrical Hazard, Brown Leather Upper, King Toe	2298	M	35	2,240	See Catalog	EA	\$169.00
38	WORX Waterproof Pull-On Steel Toe Boot, Electrical Hazard, Brown Leather Upper	5702	M	SUP1	5,702	See Catalog	EA	\$130.00
39	WORX Low Athletic Aluminum Toe, Electrical Hazard, Blue/Gray Nylon Upper	5108	F	81	5,108	See Catalog	EA	\$99.00
40	WORX Chukka Lace Steel Toe, Electrical Hazard, Brown Leather Upper	5120	F	85	5,126	See Catalog	EA	\$116.00
41	WORX Low Athletic Steel Toe, Electrical Hazard, Multicolor Nylon Upper	5157	F	81	5,108	See Catalog	EA	\$99.00
42	WORX Low Athletic Steel Toe, Electrical Hazard, Black Nylon Upper	5159	F	81	5,108	See Catalog	EA	\$99.00
43	WORX Oxford Lace Steel Toe, Static Dissipative, Brown Leather Upper	5145	F	83	5,145	See Catalog	EA	\$116.00
44	Red Wing Waterproof 6" Lace-Up Non-Metallic Toe, Electrical Hazard, Brown Leather Upper	2346	F	77	2,327	See Catalog	EA	\$130.00
45	Red Wing Chukka Lace Aluminum Toe, Static Dissipative, Brown Leather Upper	2035	F	77	2,035	See Catalog	EA	\$139.00
46	Red Wing Waterproof 6" BOA Lace Non-Metallic Toe, Electrical Hazard, Brown Leather Upper	2344	F	77	2,327	See Catalog	EA	\$130.00
47	Red Wing Chukka Zipper Aluminum Toe, Electrical Hazard, Brown Leather Upper	2036	F	78	2,036	See Catalog	EA	\$135.00
48	Red Wing Waterproof 6" Lace-Up Non-Metallic Toe, Electrical Hazard, Brown Leather Upper	2345	F	79	2,345	See Catalog	EA	\$159.00

TOTAL BID: \$6,310.00

DISCOUNT PERCENTAGE OFF CATALOG PRICE FOR ITEMS NOT LISTED: 20.0%

This Price Bid Form is hereby submitted by the undersigned:

Tri-County Shoes, Inc.
 Printed legal name of Bidder

John Kevin, President
 Printed name of individual/corporate officer/general partner/joint venturer AND Title

3/26/2022
 Date

[Signature]
 Signature

BIDDER NOTES:

Warranties:

1. All **Red Wing** branded product will be warranted against workmanship and manufacturers defects for a period of up to 1 year from date of purchase. The first 6 months will be 100 % replacement. The remaining months MAY be prorated and will be determined on a case-by-case basis. Footwear must be brought into a Red Wing store. If it is determined that there is a defect, Red Wing will REPAIR or REPLACE the defective footwear.
2. All **Irish Setter** and **WORX** branded products will be warranted against workmanship and manufacturers defects for a period of up to 6 months. The first 3 months will be 100 % replacement. The remaining months MAY be prorated and will be determined on a case-by-case basis. Footwear must be brought into a Red Wing store. If it is determined that there is a defect, Red Wing will REPAIR or REPLACE the defective footwear.

Style Numbers:

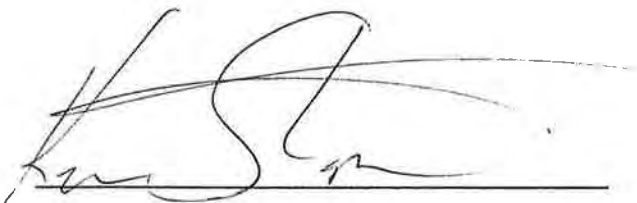
1. Our style numbers do not have commas in them. We could not edit the bidder pricing form to remove commas. I have included a separate list with style numbers, descriptions, sizes, bid prices and MSRP prices.

Quality:

1. All footwear provided by Red Wing will be of first quality. Red Wing will not substitute or sell factory seconds, defective or used footwear.

Thank you for the opportunity to bid,

Ken Stapler – General Manager

A handwritten signature in black ink, appearing to read 'Ken Stapler', is written over a horizontal line.

LINE REF#	ITEM DESCRIPTION	STYLE#	M/F	CATALOG PAGE#	SIZES	UOM	UNIT PRICE	MSRP
1	IRISH SETTER WATERPROOF SQUARE STEEL TOE LEATHER PULL ON BOOT EH	83912	M	66	D 8 - 16 / E2 8 - 14	EA	\$ 176.00	\$ 219.99
2	WORK WATERPROOF STEEL TOE LEATHER PULL ON BOOT EH	5702	M	SUP1	M7 - 14 / W2 8 - 14	EA	\$ 130.00	\$ 179.99
3	IRISH SETTER STEEL TOE WATERPROOF LEATHER PULL ON BOOT EH	83906	M	68	D 8 - 14 / E2 8 - 13	EA	\$ 176.00	\$ 219.99
4	IRISH SETTER 6" LACE UP WATERPROOF STEEL TOE LEATHER BOOT EH	83618	M	41	D 7 - 14 / E2 7 - 14	EA	\$ 130.00	\$ 164.99
5	IRISH SETTER WATERPROOF SQUARE STEEL TOE LEATHER PULL ON BOOT EH	83938	M	67	D 8 - 14 / E2 8 - 13	EA	\$ 169.00	\$ 219.99
6	IRISH SETTER NON-METALLIC TOE WATERPROOF LEATHER/CORDURA NYLON PULL ON BOOT EH	83936	M	66	D 8 - 14 / E2 8 - 14	EA	\$ 169.00	\$ 219.99
7	WORK ROMEO SLIP-ON STEEL TOE BOOT EH	5425	M	46	M7 - 14 / W2 8 - 13	EA	\$ 130.00	\$ 164.99
8	WORK WATERPROOF 6" LACE-UP STEEL TOE LEATHER BOOT EH	5606	M	45	M8 - 14 / W2 8 - 13	EA	\$ 144.00	\$ 179.99
9	WORK 6" LACE-UP STEEL TOE LEATHER BOOT EH	5422	M	46	M7 - 14 / W2 8 - 14	EA	\$ 119.00	\$ 144.99
10	WORK WATERPROOF 6" LACE/ZIP NON-METALLIC TOE BLACK LEATHER BOOT EH	5611	M	45	M7 - 14 / W2 8 - 13	EA	\$ 139.00	\$ 144.99
11	WORK LOW TOP ATHLETIC STYLE STEEL TOE LACE-UP SHOE	5027	M	27	M7 - 14 / W2 8 - 14	EA	\$ 109.00	\$ 144.99
12	WORK CHUKKA LACE-UP NON-METALLIC TOE LEATHER BOOT EH	6513	M	18	M5 - 16 / W2 8 - 13	EA	\$ 89.00	\$ 109.99
13	IRISH SETTER WATERPROOF 6" LACE-UP LEATHER STEEL TOE BOOT EH	83614	M	41	M7 - 14 / W2 8 - 13	EA	\$ 130.00	\$ 169.99
14	IRISH SETTER 6" LACE UP STEEL TOE LEATHER BOOT EH	83608	M	44	M7 - 14 / W2 7 - 14	EA	\$ 119.00	\$ 144.99
15	RED WING 8" LACE-UP LEATHER STEEL TOE BOOT EH MADE IN USA	2233	M	54	SEE CATALOG PG 54	EA	\$ 149.00	\$ 229.99
16	WORK 6" LACE-UP STEEL TOE KING TOE LEATHER BOOT EH	5605	M	47	M7 - 14 / W2 8 - 14	EA	\$ 116.00	\$ 144.99
17	WORK CHUKKA LACE-UP NON-METALLIC TOE LEATHER BOOT EH	6513	M	18	M5 - 16 / W2 8 - 13	EA	\$ 89.00	\$ 109.99
18	WORK LOW TOP ATHLETIC STYLE STEEL TOE LACE-UP SHOE	5027	M	27	M7 - 14 / W2 8 - 14	EA	\$ 109.00	\$ 144.99
19	WORK CHUKKA LACE-UP STEEL TOE LEATHER BOOT EH	5406	M	18	M7 - 14 / W2 8 - 14	EA	\$ 119.00	\$ 154.99
20	WORK 6" LACE-UP STEEL TOE LEATHER BOOT EH	5422	M	46	M7 - 14 / W2 8 - 14	EA	\$ 119.00	\$ 144.99
21	IRISH SETTER PULL ON LEATHER STEEL TOE KING TOE BOOT EH	83958	M	69	D 6 - 15 / E2 7 - 14	EA	\$ 155.00	\$ 199.99
22	RED WING 6" LACE-UP LEATHER STEEL TOE KING TOE BOOT EH	2235	M	38	SEE CATALOG PG 38	EA	\$ 159.00	\$ 199.99
23	IRISH SETTER WATERPROOF LEATHER LOGGER STEEL TOE EH	83836	M	61	D 8 - 14 / E2 8 - 14	EA	\$ 130.00	\$ 174.99
24	IRISH SETTER WATERPROOF 6" LACE-UP LEATHER NON-METALLIC TOE BOOT EH	83832	M	43	D 6 - 15 / E2 7 - 14	EA	\$ 169.00	\$ 209.99
25	WORK LOW TOP LEATHER LACE-UP NON-METALLIC TOE EH	6550	M	16	M7 - 15 / W2 8 - 15	EA	\$ 89.00	\$ 109.99
26	RED WING LOW TOP SLIP ON LEATHER SHOE NON-METALLIC TOE SD	6705	M	11	D 7 - 15 / E2 7 - 13 / H 8 - 13	EA	\$ 129.00	\$ 164.99
27	WORK CHUKKA LACE-UP NON-METALLIC TOE LEATHER BOOT EH	6513	M	18	M5 - 16 / W2 8 - 13	EA	\$ 89.00	\$ 109.99
28	WORK LOW TOP SLIP-ON LEATHER NON-METALLIC TOE EH	6558	M	16	M7 - 14 / W2 8 - 13	EA	\$ 89.00	\$ 114.99
29	IRISH SETTER LOW TOP LACE-UP LEATHER ALUMINUM TOE SHOE EH	83114	M	15	D 8 - 14 / E2 8 - 13	EA	\$ 125.00	\$ 159.00
30	IRISH SETTER WATERPROOF SOFT TOE LEATHER PULL-ON BOOT EH	83907	M	68	D 8 - 14 / E2 8 - 13	EA	\$ 169.00	\$ 214.99
31	RED WING 6" LACE-UP LEATHER STEEL TOE BOOT EH MADE IN USA	2245	M	39	SEE CATALOG PG 39	EA	\$ 149.00	\$ 219.99
32	WORK LOW TOP ATHLETIC STYLE STEEL TOE LACE-UP SHOE	5027	M	27	M7 - 14 / W2 8 - 14	EA	\$ 109.00	\$ 144.99
33	WORK CHUKKA LACE-UP STEEL TOE LEATHER BOOT EH	5406	M	18	M7 - 14 / W2 8 - 14	EA	\$ 119.00	\$ 154.99
34	WORK WATERPROOF 6" LACE-UP STEEL TOE LEATHER BOOT EH	5606	M	45	M8 - 14 / W2 8 - 13	EA	\$ 144.00	\$ 179.99
35	RED WING 6" LACE-UP LEATHER WATERPROOF NON-METALLIC TOE KING TOE BOOT EH	2240	M	35	SEE CATALOG PG 35	EA	\$ 176.00	\$ 219.99
36	RED WING 6" LACE-UP LEATHER STEEL TOE KING TOE BOOT EH	2234	M	38	D 7 - 15 / E2 8 - 14 / H 8 - 14	EA	\$ 159.00	\$ 199.99
37	RED WING 6" LACE-UP LEATHER WATERPROOF NON-METALLIC TOE KING TOE BOOT EH	2240	M	35	SEE CATALOG PG 35	EA	\$ 176.00	\$ 219.99
38	WORK WATERPROOF STEEL TOE LEATHER PULL ON BOOT EH	5702	M	SUP1	M7 - 14 / W2 8 - 14	EA	\$ 130.00	\$ 179.99
39	WORK LOW TOP ATHLETIC STYLE ALUMINUM TOE LACE-UP SHOE EH	5108	W	81	M5 - 11 / W6 - 10	EA	\$ 99.00	\$ 134.99
40	WORK CHUKKA LACE-UP STEEL TOE LEATHER BOOT EH	5126	W	85	M5 - 11 / W6 - 10	EA	\$ 116.00	\$ 144.99
41	WORK LOW TOP ATHLETIC STYLE ALUMINUM TOE LACE-UP SHOE EH	5108	W	81	M5 - 11 / W6 - 10	EA	\$ 99.00	\$ 134.99
42	WORK LOW TOP ATHLETIC STYLE ALUMINUM TOE LACE-UP SHOE EH	5108	W	81	M5 - 11 / W6 - 10	EA	\$ 99.00	\$ 134.99
43	WORK OXFORD LACE-UP STEEL TOE LEATHER SHOE SD	5145	W	83	M5 - 12 / W6 - 11	EA	\$ 99.00	\$ 134.99
44	RED WING 5" LACE-UP LEATHER WATERPROOF STEEL TOE BOOT EH	2327	W	77	B 6 - 11 / D 6 - 10	EA	\$ 116.00	\$ 144.99
45	RED WING CHUKKA LACE-UP LEATHER ALUMINUM TOE BOOT SD	2035	W	77	B 6 - 11 / D 6 - 11	EA	\$ 130.00	\$ 179.99
46	RED WING 5" LACE-UP LEATHER WATERPROOF STEEL TOE BOOT EH	2327	W	77	B 6 - 11 / D 6 - 10	EA	\$ 130.00	\$ 179.99
47	RED WING CHUKKA ZIP-UP LEATHER ALUMINUM TOE BOOT EH	2036	W	78	B 6 - 11 / D 6 - 11	EA	\$ 135.00	\$ 179.99
48	RED WING WATERPROOF 6" LEATHER LACE-UP NON-METALLIC TOE BOOT EH	2345	W	79	B 6 - 11 / D 6 - 11	EA	\$ 159.00	\$ 209.99
							\$6,317.00	\$8,203.53

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.
- 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>38547 ALABAMA</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: John Klein Title (if applicable): PRESIDENT
Type or legibly write name: JOHN KLEIN Date: 3/12/2022



Alabama Secretary of State



Tri-County Shoes, Incorporated	
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	---
Incorporators	
Incorporator Name	BUSINESS FILINGS INCORPORATED
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	03/17/2010
Registered Agent Changed From	BUSINESS FILINGS INCORPORATED 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Scanned Documents	
Document Date / Type / Pages	05/25/2005 Certificate of Formation 3 pgs.
Document Date / Type / Pages	03/17/2010 Registered Agent Change 1 pg.

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 SHOE STORE

Principal Office Address:

6125 UNIVERSITY DR. STE C-8

HUNTSVILLE AL 35806

Telephone Number:

256-971-2727

Fax Number:

256-971-2747

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:

ALABAMA

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."

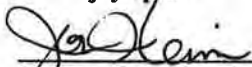
4. ACKNOWLEDGEMENTS

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.


Signature of Proposer

JOHN KLEIN
Print or Type Name of Proposer

3/22/2022
Date

TRI-COUNTY SHOES, INC
Legal Name of Firm

6125 UNIVERSITY DR STE C-8
Mailing Address

HUNTSVILLE AL 35806
City State Zip Code

256-971-2727 256-971-2747
Phone Fax

rwss758@redwingshoes.com
Email Address

stores.redwing.com/huntsville-al
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 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 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@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

Company ID Number: 325058

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

Company ID Number: 325058

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,

Company ID Number: 325058

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: 325058

Approved by:

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

Company ID Number: 325058

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Tri-County Shoes, Inc
Company Facility Address	6125 University Dr C-8 Huntsville, AL 35806
Company Alternate Address	
County or Parish	MADISON
Employer Identification Number	202950144
North American Industry Classification Systems Code	448
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

Company ID Number: 325058

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

AL

1

Company ID Number: 325058

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

Company ID Number: 325058

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



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services DATE: 4/4/22
FROM: Kerri Bevilacqua DEPT: Water Pollution Control
BID #: 38-2022-80-1 COMMODITY/SERVICE: Sanitary Sewer Materials & Supplies

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Core & Main, LP

RECOMMENDATION: The department recommends awarding to the sole responsive bidder,
Core & Main, LP.

DESCRIPTION	PRICE	UOM	COMMENT
Grand Total for All Items			\$3,230,181.96
Discount % off List Price for Related Bid Items Not Listed	20%		
(See attached bidder pricing form for itemized pricing)			

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.

Randall Stewart Digitally signed by Randall Stewart
Date: 2022.04.04 10:37:27 -05'00'

Department Head

Date

Tamara M. Yancy Digitally signed by Tamara M.
Yancy
Date: 2022.04.04 12:55:53 -05'00'

4/4/2022

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

Tommy Battle
Mayor

City of Huntsville, Alabama

Finance Department
Procurement Services Division

Invitation For Bids SANITARY SEWER MATERIALS & SUPPLIES

Invitation for Bid #:	38-2022-80-1
Issue Date:	February 24, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	March 3, 2022 @ 2:00 PM - Mandatory 308 Fountain Circle, Huntsville, AL 35801 1 st Floor, City Council Chambers
Deadline for Questions Date:	March 10, 2022 @ 5:00 PM All questions must be submitted in writing to larissa.schroeder@huntsvilleal.gov .
IFB Closing Date:	March 17, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	N/A
Procurement Services Contact:	LaRissa Schroeder larissa.schroeder@huntsvilleal.gov (256) 427-5058 (256) 427-5059 fax
City Internet Site:	www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	Sanitary Sewer Materials and Supplies Pricing Form 2022.xlsx Sanitary Sewer Materials and Supplies Appendix D Specs 2022.pdf
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Sanitary Sewer Materials & Supplies 2022

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of materials 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.

1. All deliveries shall be no more than six (6) weeks from receipt of the purchase order. If delivery is expected to be longer than six (6) weeks, a letter must be submitted to Water Pollution Control no later than one (1) week from receipt of the purchase order, stating the reasonable cause of delay and the expected delivery date. Repeatedly missing delivery deadlines for standard bid items shall result in termination of the bid.

VENDOR COMPLIANCE ☒ YES ☐ NO

2. Bidders are required to stock a minimum of two (2) of each size concrete manhole structures defined below within forty (40) miles of the City of Huntsville:

- 48" x 48" Monolithic Base
- 48" x 48" Riser Section
- 48" x 36" Riser Section
- 48" x 12" Riser Section
- 48" x 48" Eccentric Cone
- 48" x 24" Eccentric Cone

Bidders are required to stock a minimum of ten (10) Adjustment Grade Rings Concrete in each size as defined on the Bidder Pricing Form, Section 1.10 within forty (40) miles of the City of Huntsville.

VENDOR COMPLIANCE ☒ YES ☐ NO

See separate file in BidNet Direct, Sanitary Sewer Materials and Supplies Appendix D Specs 2022.pdf

Please attach documentation to this bid indicating exceptions for any items that are not in compliance with the attached specifications. The Bidder's signature is required below indicating compliance with the attached specifications.

Bidder's signature below indicates compliance with all specifications of this bid (any exceptions to the specifications are attached to this bid):

Core and Main, LP

Printed legal name of Bidder

Terry Gibson
Signature

Terry Gibson - Sales

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

3-29-22

Date

APPENDIX F BIDDER PRICING FORM

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

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

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

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

We acknowledge receipt of the following addenda:

1, 2, 3 & 4

12

See separate file in BidNet Direct, Sanitary Sewer Materials and Supplies Pricing Form
2022.xlsx

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

This Price Bid Form is hereby submitted by the undersigned:

Core and Main, LP
Printed legal name of Bidder

Signature

[Signature]

Terry Gibson

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

Date

3-29-22

ETL

SANITARY SEWER MATERIALS & SUPPLIES - BIDDER PRICING FORM

BID# 38-2022-80-1

ITEM #	DESCRIPTION	UNIT	UNIT COST
1.0 Concrete Manholes, Wetwells, and Accessories			
1.01	Pre-Cast Concrete Manhole Monolithic Base (6" min. thickness)		
	48" Dia. X 24" Monolithic Base	Each	\$787.510
	48" Dia. X 30" Monolithic Base	Each	\$899.870
	48" Dia. X 36" Monolithic Base	Each	\$1,084.500
	48" Dia. X 42" Monolithic Base	Each	\$1,124.560
	48" Dia. X 48" Monolithic Base	Each	\$1,325.260
	48" Dia. X 54" Monolithic Base	Each	\$1,349.280
1.02	Pre-Cast Concrete Manhole Riser		
	48" Dia. X 12" Riser Section	Each	\$240.760
	48" Dia. X 24" Riser Section	Each	\$481.510
	48" Dia. X 36" Riser Section	Each	\$722.260
	48" Dia. X 48" Riser Section	Each	\$963.010
1.03	Pre-Cast Concrete Eccentric Cone		
	48" Dia. X 24" Eccentric Cone	Each	\$481.510
	48" Dia. X 36" Eccentric Cone	Each	\$722.260
1.04	5'-0" Manhole Materials		
	5'-0" X 48" Pre-Cast Concrete Manhole Monolithic Base (6" min. Thickness)	Each	\$2,297.400
	5'-0" Dia. Pre-Cast Concrete Manhole Riser	/ VF	\$371.710
	5'-0" Dia. Pre-Cast Concrete-Flat Top Slab	Each	\$898.800
	Pre-Cast Invert for 5'-0" Manhole Base	Each	\$590.000
	Rubber Gasket (Hamilton Kent) for 5'-0" Manhole Section	Each	\$93.340
1.05	6'-0" Manhole Materials		
	6'-0" Dia. X 48" Pre-Cast Concrete Manhole Monolithic Base (6" min. Thickness)	Each	\$3,488.110
	6'-0" Dia. Pre-Cast Concrete Manhole Riser	/ VF	\$562.810
	6'-0" Dia. Pre-Cast Concrete – Flat Top Slab	Each	\$1,236.910
	Rubber Gasket (Hamilton Kent) for 6'-0" Manhole Section	Each	\$200.000
1.06	Wet Wells		
	7' Diameter X 72" Precast Wet Well (8" min thickness)	Each	\$7,425.720
	7' Diameter Precast Wet Well Riser	/ VF	\$898.560
	7' Diameter Precast Concrete Flat Top With 4'X4' Aluminum Hatch	Each	\$6,282.710
	8' Diameter X 72" Precast Wet Well (9" min thickness)	Each	\$10,804.990
	8' Diameter Precast Wet Well Riser	/ VF	\$1,628.900
	8' Diameter Precast Concrete Flat top With 6'X4' Aluminum Hatch	Each	\$11,623.310
	10' Diameter X 60" Precast Wet Well (11" min thickness)	Each	\$23,054.270
	10' Diameter Precast Wet Well Riser	/ VF	\$2,982.900
	10' Diameter Precast Concrete Flat Top With 6'X4' Aluminum Hatch	Each	\$20,507.950
	12' Diameter X 48" Precast Wet Well (12" min thickness)	Each	\$39,210.790
	12' Diameter Precast Wet Well Riser	/ VF	\$6,398.460
	12' Diameter Precast Concrete Flat Top With 8'X5' Aluminum Hatch	Each	\$31,378.260
	12'x6'x3' (ID) Vault Base w/Floor 12'x6'x3' (ID) Monolithic Vault Top w/(3EA) 36"x36" Access Hatches	Each	\$20,077.070
1.07	Valve Vaults		
	4'x4'x4' Precast Vault With 4x4 Aluminum Hatch	Each	\$5,018.580
	6'x4'x5' Precast Vault With 6x4 Aluminum Hatch	Each	\$6,487.150
	8'x5'x5.5' Precast Vault With 6x4 Aluminum Hatch	Each	\$7,248.580
	10'x6'x6' Precast Vault With 8x5 Aluminum Hatch	Each	\$11,627.150
	Northpoint 2.5'x5'x2.5' Vault	Each	\$2,770.520
1.08	Flexible Manhole Connectors		

	Flexible Manhole Connectors (Boot) for 4-inch PVC	Each	\$153.850
	Flexible Manhole Connectors (Boot) for 6-inch PVC or DI	Each	\$153.850
	Flexible Manhole Connectors (Boot) for 8-inch PVC or DI	Each	\$153.850
	Flexible Manhole Connectors (Boot) for 10-inch PVC or DI	Each	\$192.310
	Flexible Manhole Connectors (Boot) for 12-inch PVC or DI	Each	\$207.700
	Flexible Manhole Connectors (Boot) for 15-inch PVC or DI	Each	\$253.850
	Flexible Manhole Connectors (Boot) for 16-inch PVC or DI	Each	\$269.240
	Flexible Manhole Connectors (Boot) for 18-inch PVC or DI	Each	\$307.700
	Flexible Manhole Connectors (Boot) for 20-inch PVC or DI	Each	\$384.620
	Flexible Manhole Connectors (Boot) for 24-inch PVC or DI	Each	\$538.470
1.09	Adjustment Grade Rings Concrete		
	Height 3.0"	Each	\$179.500
	Height 4.0"	Each	\$205.130
	Height 6.0"	Each	\$256.420
	Link Seal LS-360-SS	Each	\$21.000
1.10	Adjustment Grade Rings HDPE		
	Height 1.25"	Each	\$76.930
	Height 1.5"	Each	\$76.930
	Height 2.0"	Each	\$76.930
	Height 4.0"	Each	\$76.930
1.11	Concrete Manhole Adapters		
	4"	Each	\$9.060
	6"	Each	\$15.690
	8"	Each	\$20.790
	10"	Each	\$25.750
	12"	Each	\$29.220
1.12	MH Drop Bowl Assemblies		
	4"	Each	\$656.420
	6"	Each	\$707.270
	8"	Each	\$875.600
1.13	Misc MH Items		
	Cement-based Waterproof Lining (Theroseal or equal)	/ VF	\$266.670
	Mastic Sealant, 1" Dia. Butylu sealant, CS-231 or equal	/ 14 ft. roll	\$25.000
	48" Dia. Flat top w/cast in Huntsville R&C	Each	\$2,500.000
	Pre-Cast Invert for 4'-0" Manhole Base	Each	\$500.000
	Rubber Gasket (Hamilton Kent) for 4'-0" Manhole Section	Each	\$60.000
	Manhole Steps	Each	\$20.770
	Reliner B Drop Bowl 8 Outlt	Each	\$302.670
	Reliner 8" Clamp for SDR35	Each	\$134.790
	Anchor Assembly for Drop Bowl	Each	\$3.490
	EZ-Wrap Joint Wrap 12"x50' Butyl wPlastic Backing	Each	\$208.340
	EZ-Wrap Spray Adhesive 24oz	Each	\$34.590
	4' Dia Flat Top 30"x30" Hatch	Each	\$3,700.000
	5' Dia Flat Top 86"x86" Hatch	Each	\$6,202.670
	6' Dia Flat Top 86"x86" Hatch	Each	\$7,104.140
2.0 Polyvinyl Chloride (PVC) Piping & Accessories			
2.01	PVC SDR 26 Pipe 14 FT Length Gasketed		
	4" PVC Pipe	LF	\$5.050
	6" PVC Pipe	LF	\$11.300
	8" PVC pipe	LF	\$20.450
	10" PVC pipe	LF	\$31.840
	12" PVC pipe	LF	\$45.770
2.02	PVC SCH 40 Pipe 20 FT Length		

	1.5" PVC Pipe	LF	\$1.990
	2" PVC Pipe	LF	\$2.590
	3" PVC Pipe	LF	\$5.250
	4" PVC Pipe	LF	\$8.310
2.03	PVC SDR 26 Fittings		
	6" SDR Cap (glue)	Each	\$32.840
	6" SDR Cap (gasket)	Each	\$61.920
	6" SDR Tee-Wye with 4" Sch 40 Gasketed Outlet	Each	\$107.170
	6" SDR Wye with 4" Sch 40 Gasketed Outlet	Each	\$144.650
	6" SDR 22.5 Bend (glue)	Each	\$55.670
	6" SDR 22.5 Bend (gasket)	Each	\$81.870
	6" SDR 45 Bend (glue)	Each	\$55.670
	6" SDR 45 Bend (gasket)	Each	\$60.070
	6" SDR 90 Bend (glue)	Each	\$61.340
	6" SDR 90 Bend (gasket)	Each	\$63.790
	8" SDR Cap (gasketed)	Each	\$101.420
	8" SDR Tee-Wye with 4" Sch 40 Gasketed Outlet	Each	\$120.190
	8" SDR Tee-Wye with 6" Sch 40 Gasketed Outlet	Each	\$186.600
	8" SDR Wye with 4" Sch 40 Gasketed Outlet	Each	\$143.370
	8" SDR Wye with 6" Sch 40 Gasketed Outlet	Each	\$172.190
	10" SDR Cap (gasketed)	Each	\$195.420
	10" SDR Tee-Wye with 4" Sch 40 Gasketed Outlet	Each	\$445.550
	10" SDR Tee-Wye with 6" Sch 40 Gasketed Outlet	Each	\$455.420
	10" SDR Wye with 4" Sch 40 Gasketed Outlet	Each	\$402.820
	10" SDR Wye with 6" Sch 40 Gasketed Outlet	Each	\$434.070
	12" SDR Cap (gasketed)	Each	\$307.390
	12" SDR Tee-Wye with 4" Sch 40 Gasketed Outlet	Each	\$573.240
	12" SDR Tee-Wye with 6" Sch 40 Gasketed Outlet	Each	\$617.160
	12" SDR Wye with 4" Sch 40 Gasketed Outlet	Each	\$528.920
	12" SDR Wye with 6" Sch 40 Gasketed Outlet	Each	\$560.720
	4" SDR26XDWV ADPT G944 SPXHUB	Each	\$23.720
2.04	PVC SCH 40 Fittings		
	4" 22.5 bend (1/16 bend) HxH	Each	\$13.040
	4" 22.5 Street Bend (1/16 bend) HxS	Each	\$18.690
	4" 45 bend (1/8 bend) HxH	Each	\$13.640
	4" 45 Street Bend (1/8 bend) HxS	Each	\$12.340
	4" coupling	Each	\$7.740
	4" cleanout DWV C/O Adapt HxF	Each	\$10.640
	4" cleanout plug DWV C/O plug	Each	\$5.050
	4" cleanout plug DWV C/O flush mount plug	Each	\$6.590
	4" Wye	Each	\$30.290
	4" Tee	Each	\$23.220
	4" Cap	Each	\$11.740
	6" 22.5 bend (1/16 bend) HxH	Each	\$78.470
	6" 22.5 Street Bend (1/16 bend) HxS	Each	\$138.210
	6" 45 bend (1/8 bend) HxH	Each	\$60.070
	6" 45 Street Bend (1/8 bend) HxS	Each	\$70.410
	6" coupling	Each	\$26.720
	6" cleanout DWV C/O Adapt HxF	Each	\$35.710
	6" cleanout plug DWV C/O plug	Each	\$16.770
	6" cleanout plug DWV C/O flush mount plug	Each	\$30.190
	6" Wye	Each	\$93.720
	6" Tee	Each	\$105.920

	6" Cap	Each	\$28.170
3.0 High-density Polyethylene (HDPE) Piping & Accessories			
3.01	HDPE Pipe DIPS DR17		
	4" HDPE Pipe DIPS & Black w/t Green Stripe	LF	\$5.470
	6" HDPE Pipe DIPS & Black w/t Green Stripe	LF	\$10.450
	8" HDPE Pipe DIPS & Black w/t Green Stripe	LF	\$18.140
	10" HDPE Pipe DIPS & Black w/t Green Stripe	LF	\$27.290
	12" HDPE Pipe DIPS & Black w/t Green Stripe	LF	\$38.670
	16" HDPE Pipe DIPS & Black w/t Green Stripe	LF	\$69.720
4.0 Ductile Iron Pipe (DIP) Fittings & Accessories			
4.01	3" Ductile Iron Fittings		
	3" MJ 11.25 Bend	Each	\$66.900
	3" MJ 22.5 Bend	Each	\$74.150
	3" MJ 45 Bend	Each	\$81.350
	3" MJ 90 Bend	Each	\$91.880
	3" MJ Tee	Each	\$122.500
	3" MJ Wye	Each	\$202.080
	3" MJ Cap	Each	\$46.240
	3" MJ Long Sleeve	Each	\$90.770
	3" Mega Lug	Each	\$30.580
	3" Split Mega Lug	Each	\$65.540
	3" PVC/HDPE Mega Lug	Each	\$37.110
	3" MJ Standard Acc Set	Each	\$26.430
	3" MJ Standard Gasket	Each	\$8.820
	3" MJ Transition Gasket	Each	\$11.750
	3" FL 11.25 Bend	Each	\$83.360
	3" FL 22.5 Bend	Each	\$227.260
	3" FL 45 Bend	Each	\$178.970
	3" FL 90 Bend	Each	\$213.720
	3" FL Tee	Each	\$307.800
	3" FL Wye	Each	\$441.630
	3" FL Blind Flange	Each	\$69.370
	3" Mega Flange	Each	\$87.020
	3" SS FL Pack	Each	\$79.070
	3" Transition Acc Sets	Each	\$23.130
	3" FL Pack	Each	\$9.830
	3" Uni Flange	Each	\$41.310
4.02	4" Ductile Iron Fittings		
	4" MJ 11.25 Bend	Each	\$66.900
	4" MJ 22.5 Bend	Each	\$74.150
	4" MJ 45 Bend	Each	\$86.780
	4" MJ 90 Bend	Each	\$91.880
	4" MJ Tee	Each	\$122.500
	4" MJ Wye	Each	\$215.550
	4" MJ Cap	Each	\$49.320
	4" MJ Long Sleeve	Each	\$96.820
	4" X 6" MJ Reducer	Each	\$95.910
	4" Split Mega Lug	Each	\$74.330
	4" PVC/HDPE Mega Lug	Each	\$40.020
	4" Bell Joint Leak Clamp	Each	\$172.470
	4" Mega Lug	Each	\$32.600
	4" MJ Standard Acc Set	Each	\$27.400
	4" MJ Standard Gasket	Each	\$8.230

	4" MJ Transition Gasket	Each	\$11.880
	4" MJ Fat Daddy Gasket (SDR 35)	Each	\$11.740
	4" FL 11.25 Bend	Each	\$232.100
	4" FL 22.5 Bend	Each	\$232.100
	4" FL 45 Bend	Each	\$168.440
	4" FL 90 Bend	Each	\$213.720
	4" FL Tee	Each	\$307.800
	4" FL Wye	Each	\$441.630
	4" Blind Flange	Each	\$73.990
	4" Mega Flange	Each	\$111.390
	4" SS FL Pack	Each	\$170.000
	4" X 6" FL Reducer	Each	\$313.290
	4" Transition Acc Sets	Each	\$28.320
	4" FL Pack	Each	\$16.340
	4" Uni Flange	Each	\$55.840
	4" MJ X Flange Adapter	Each	\$103.730
	4" Onyx PSW Series Pressure Sensor	Each	\$846.670
4.03	6" Ductile Iron Fittings		
	6" MJ 11.25 Bend	Each	\$112.030
	6" MJ 22.5 Bend	Each	\$108.810
	6" MJ 45 Bend	Each	\$135.180
	6" MJ 90 Bend	Each	\$145.060
	6" MJ Tee	Each	\$208.730
	6" MJ Wye	Each	\$311.460
	6" MJ Cap	Each	\$65.770
	6" X 4" MJ Reducer	Each	\$95.910
	6" MJ Long Sleeve	Each	\$144.310
	6" Mega Lug	Each	\$38.350
	6" Split Mega Lug	Each	\$105.200
	6" PVC/HDPE Mega Lug	Each	\$48.500
	6" Bell Joint Leak Clamp	Each	\$189.920
	6" MJ Standard Acc Set	Each	\$31.980
	6" MJ Standard Gasket	Each	\$8.230
	6" MJ Transition Gasket	Each	\$12.790
	6" MJ Fat Daddy Gasket (SDR 35)	Each	\$14.670
	6" FL 11.25 Bend	Each	\$327.190
	6" FL 22.5 Bend	Each	\$338.480
	6" FL 45 Bend	Each	\$244.990
	6" FL 90 Bend	Each	\$315.110
	6" FL Tee	Each	\$461.240
	6" FL Wye	Each	\$688.230
	6" Blind Flange	Each	\$126.960
	6" X 4" FL Reducer	Each	\$313.290
	6" Mega Flange	Each	\$163.550
	6" SS FL Pack	Each	\$243.340
	6" Transition Acc Sets	Each	\$33.810
	6" FL Pack	Each	\$31.000
	6" Uni Flange	Each	\$60.150
	6" X 4" MJ Tee	Each	\$186.170
	6" X 4" MJ Wye	Each	\$256.660
	6" MJ X Flange Adapter	Each	\$130.620
	6" Onyx PSW Series Pressure Sensor	Each	\$966.670

4.04	8" Ductile Iron Fittings		
	8" MJ 11.25 Bend	Each	\$150.710
	8" MJ 22.5 Bend	Each	\$165.220
	8" MJ 45 Bend	Each	\$190.900
	8" MJ 90 Bend	Each	\$211.150
	8" MJ Tee	Each	\$309.460
	8" MJ Wye	Each	\$621.070
	8" MJ Cap	Each	\$103.220
	8" X 4" MJ Reducer	Each	\$147.060
	8" X 4" MJ Tee	Each	\$215.180
	8" X 4" MJ Wye	Each	\$423.790
	8" X 6" MJ Tee	Each	\$261.110
	8" X 6" MJ Wye	Each	\$507.820
	8" MJ Long Sleeve	Each	\$187.240
	8" Mega Lug	Each	\$58.550
	8" Split Mega Lug	Each	\$129.460
	8" PVC/HDPE Mega Lug	Each	\$71.770
	8" Bell Joint Leak Clamp	Each	\$262.720
	8" MJ Standard Acc Set	Each	\$37.460
	8" MJ Standard Gasket	Each	\$9.140
	8" MJ Transition Gasket	Each	\$18.270
	8" MJ Fat Daddy Gasket (SDR 35)	Each	\$19.070
	8" FL 11.25 Bend	Each	\$510.130
	8" FL 22.5 Bend	Each	\$510.130
	8" FL 45 Bend	Each	\$405.370
	8" FL 90 Bend	Each	\$571.750
	8" FL Tee	Each	\$1,103.310
	8" FL Wye	Each	\$1,165.310
	8" Blind Flange	Each	\$189.980
	8" X 6" FL Reducer	Each	\$373.560
	8" Mega Flange	Each	\$258.480
	8" SS FL Pack	Each	\$249.400
	8" Transition Acc Sets	Each	\$40.190
	8" FL Pack	Each	\$34.870
	8" Uni Flange	Each	\$83.550
	8" MJ X Flange Adapter	Each	\$278.580
	8" Onyx PSW Series Pressure Sensor	Each	\$1,300.000
4.05	10" Ductile Iron Fittings		
	10" MJ 11.25 Bend	Each	\$232.150
	10" MJ 22.5 Bend	Each	\$222.250
	10" MJ 45 Bend	Each	\$275.830
	10" MJ 90 Bend	Each	\$346.320
	10" MJ Tee	Each	\$510.720
	10" MJ Wye	Each	\$875.900
	10" X 6" MJ Tee	Each	\$382.850
	10" X 6" MJ Wye	Each	\$601.900
	10" MJ Cap	Each	\$149.790
	10" X 4" MJ Reducer	Each	\$179.940
	10" X 4" MJ Tee	Each	\$317.390
	10" X 4" MJ Wye	Each	\$557.140
	10" X 6" MJ Reducer	Each	\$197.280
	10" X 8" MJ Reducer	Each	\$221.030

	10" MJ Long Sleeve	Each	\$279.480
	10" Mega Lug	Each	\$86.640
	10" Split Mega Lug	Each	\$174.360
	10" PVC/HDPE Mega Lug	Each	\$135.700
	10" Bell Joint Leak Clamp	Each	\$329.360
	10" MJ Standard Acc Set	Each	\$51.150
	10" MJ Standard Gasket	Each	\$12.790
	10" MJ Transition Gasket	Each	\$21.020
	10" MJ Fat Daddy Gasket (SDR 35)	Each	\$22.000
	10" FL 11.25 Bend	Each	\$710.130
	10" FL 22.5 Bend	Each	\$713.930
	10" FL 45 Bend	Each	\$718.490
	10" FL 90 Bend	Each	\$951.760
	10" FL Tee	Each	\$1,531.990
	10" FL Wye	Each	\$1,904.300
	10" X 6" FL Reducer	Each	\$513.760
	10" X 8" FL Reducer	Each	\$633.250
	10" FL Blind Flange	Each	\$235.950
	10" Mega Flange	Each	\$366.620
	10" SS FL Pack	Each	\$658.870
	10" Transition Acc Sets	Each	\$55.720
	10" FL Pack	Each	\$77.400
	10" Uni Flange	Each	\$150.060
	10" MJ X Flange Adapter	Each	\$279.060
	10" Onyx PSW Series Pressure Sensor	Each	\$1,886.670
4.06	12" Ductile Iron Fittings		
	12" MJ 11.25 Bend	Each	\$320.440
	12" MJ 22.5 Bend	Each	\$337.940
	12" MJ 45 Bend	Each	\$421.490
	12" MJ 90 Bend	Each	\$500.820
	12" MJ Tee	Each	\$643.900
	12" MJ Wye	Each	\$1,041.200
	12" X 6" MJ Tee	Each	\$462.760
	12" X 6" MJ Wye	Each	\$862.190
	12" MJ Cap	Each	\$168.440
	12" X 4" MJ Wye	Each	\$827.480
	12" X 8" MJ Reducer	Each	\$283.140
	12" X 10" MJ Reducer	Each	\$302.930
	12" MJ Long Sleeve	Each	\$377.220
	12" Mega Lug	Each	\$126.060
	12" Split Mega Lug	Each	\$260.800
	12" PVC/HDPE Mega Lug	Each	\$142.600
	12" Bell Joint Leak Clamp	Each	\$357.270
	12" MJ Standard Acc Set	Each	\$55.720
	12" MJ Standard Gasket	Each	\$14.620
	12" MJ Transition Gasket	Each	\$22.840
	12" MJ Fat Daddy Gasket	Each	\$10.790
	12" FL 11.25 Bend	Each	\$1,054.150
	12" FL 22.5 Bend	Each	\$1,058.720
	12" FL 125 Bend	Each	\$1,073.170
	12" FL 90 Bend	Each	\$1,362.760
	12" FL Tee	Each	\$2,134.790

	12" FL Wye	Each	\$2,009.080
	12" X 8" FL Reducer	Each	\$880.840
	12" X 10" FL Reducer	Each	\$1,029.920
	12" Blind Flange	Each	\$349.820
	12" Mega Flange	Each	\$470.020
	12" SS FL Pack	Each	\$662.870
	12" Transition Acc Sets	Each	\$59.380
	12" FL Pack	Each	\$81.480
	12" Uni Flange	Each	\$175.030
	12" MJ X Flange Adapter	Each	\$411.000
	12" Bell JT Rep	Each	\$357.270
	12" Bell JT Rep Clp	Each	\$357.270
	12" Onyx PSW Series Pressure Sensor	Each	\$2,820.000
4.07	14" Ductile Iron Fittings		
	14" MJ 11.25 Bend	Each	\$507.120
	14" MJ 22.5 Bend	Each	\$475.340
	14" MJ 45 Bend	Each	\$633.940
	14" MJ 90 Bend	Each	\$601.230
	14" MJ Tee	Each	\$801.240
	14" MJ Wye	Each	\$1,486.360
	14" MJ Cap	Each	\$204.480
	14" MJ Long Sleeve	Each	\$565.020
	14" Mega Lug	Each	\$151.460
	14" Split Mega Lug	Each	\$476.780
	14" PVC/HDPE Mega Lug	Each	\$205.550
	14" Bell Joint Leak Clamp	Each	\$1,065.340
	14" MJ Standard Acc Set	Each	\$84.780
	14" MJ Standard Gasket	Each	\$27.400
	14" FL 11.25 Bend	Each	\$713.260
	14" FL 22.5 Bend	Each	\$703.870
	14" FL 145 Bend	Each	\$654.980
	14" FL 90 Bend	Each	\$813.380
	14" FL Tee	Each	\$1,503.210
	14" FL Wye	Each	\$1,901.220
	14" Blind Flange	Each	\$468.760
	14" Mega Flange	Each	\$630.880
	14"SS FL Pack	Each	\$616.670
	14" FL Pack	Each	\$76.770
	14" Uni Flange	Each	\$301.470
	14" MJ X Flange Adapter	Each	\$403.550
4.08	16" Ductile Iron Fittings		
	16" MJ 11.25 Bend	Each	\$798.220
	16" MJ 22.5 Bend	Each	\$798.220
	16" MJ 45 Bend	Each	\$832.100
	16" MJ 90 Bend	Each	\$1,038.580
	16" MJ Tee	Each	\$1,566.510
	16" MJ Wye	Each	\$2,789.760
	16" X 6" MJ Tee	Each	\$1,098.040
	16" X 6" MJ Wye	Each	\$1,453.650
	16" MJ Cap	Each	\$439.170
	16" MJ Long Sleeve	Each	\$835.710
	16" Mega Lug	Each	\$245.550

	16" Split Mega Lug	Each	\$642.960
	16" PVC/HDPE Mega Lug	Each	\$287.690
	16" Bell Joint Leak Clamp	Each	\$1,384.980
	16" MJ Standard Acc Set	Each	\$94.990
	16" MJ Standard Gasket	Each	\$24.670
	16" FL 11.25 Bend	Each	\$1,991.350
	16" FL 22.5 Bend	Each	\$2,087.530
	16" FL 45 Bend	Each	\$1,643.290
	16" FL 90 Bend	Each	\$3,753.800
	16" FL Tee	Each	\$4,861.340
	16" FL Wye	Each	\$6,168.470
	16" Blind Flange	Each	\$861.670
	16" Mega Flange	Each	\$1,101.700
	16" SS FL Pack	Each	\$842.450
	16" FL Pack	Each	\$116.320
	16" Uni Flange	Each	\$498.500
	16" MJ X Flange Adapter	Each	\$643.490
	16" Onyx PSW Series Pressure Sensor	Each	\$4,726.670
4.09	18" Ductile Iron Fittings		
	18" MJ 11.25 Bend	Each	\$1,196.950
	18" MJ 22.5 Bend	Each	\$1,088.790
	18" MJ 45 Bend	Each	\$1,098.170
	18" MJ 90 Bend	Each	\$1,419.140
	18" MJ Tee	Each	\$2,581.560
	18" MJ Wye	Each	\$6,270.280
	18" MJ Cap	Each	\$567.480
	18" MJ Long Sleeve	Each	\$989.290
	18" Mega Lug	Each	\$326.080
	18" Split Mega Lug	Each	\$764.120
	18" PVC/HDPE Mega Lug	Each	\$363.970
	18" Bell Joint Leak Clamp	Each	\$1,433.280
	18" MJ Standard Acc Set	Each	\$163.500
	18" MJ Standard Gasket	Each	\$33.810
	18" FL 11.25 Bend	Each	\$1,933.360
	18" FL 22.5 Bend	Each	\$2,189.580
	18" FL 45 Bend	Each	\$2,091.250
	18" FL 90 Bend	Each	\$4,367.430
	18" FL Tee	Each	\$6,540.680
	18" FL Wye	Each	\$7,509.410
	18" Blind Flange	Each	\$872.480
	18" Mega Flange	Each	\$1,039.120
	18" SS FL Pack	Each	\$1,160.710
	18" FL Pack	Each	\$274.650
	18" Uni Flange	Each	\$444.980
	18" MJ X Flange Adapter	Each	\$953.470
	18" Bell JT Rep	Each	\$1,433.280
4.10	20" Ductile Iron Fittings		
	20" MJ 11.25 Bend	Each	\$1,354.870
	20" MJ 22.5 Bend	Each	\$1,375.770
	20" MJ 45 Bend	Each	\$1,296.460
	20" MJ 90 Bend	Each	\$1,900.020
	20" MJ Tee	Each	\$3,072.130

	20" MJ Wye	Each	\$7,200.440
	20" MJ Cap	Each	\$679.960
	20" MJ Long Sleeve	Each	\$1,263.450
	20" Mega Lug	Each	\$365.360
	20" Split Mega Lug	Each	\$895.780
	20" PVC/HDPE Mega Lug	Each	\$379.960
	20" Bell Joint Leak Clamp	Each	\$1,284.360
	20" MJ Standard Acc Set	Each	\$158.320
	20" MJ Standard Gasket	Each	\$36.540
	20" FL 11.25 Bend	Each	\$3,665.790
	20" FL 22.5 Bend	Each	\$3,849.160
	20" FL 45 Bend	Each	\$3,668.720
	20" FL 90 Bend	Each	\$6,640.180
	20" FL Tee	Each	\$7,599.180
	20" FL Wye	Each	\$7,586.900
	20" Blind Flange	Each	\$1,175.320
	20" Mega Flange	Each	\$1,146.740
	20" SS FL Pack	Each	\$1,380.740
	20" FL Pack	Each	\$316.950
	20" Uni Flange	Each	\$567.890
	20" MJ X Flange Adapter	Each	\$1,139.600
4.11	24" Ductile Iron Fittings		
	24" MJ 11.25 Bend	Each	\$1,667.080
	24" MJ 22.5 Bend	Each	\$1,811.290
	24" MJ 45 Bend	Each	\$1,877.630
	24" MJ 90 Bend	Each	\$3,431.240
	24" MJ Tee	Each	\$3,898.970
	24" MJ Wye	Each	\$10,648.640
	24" MJ Cap	Each	\$980.640
	24" MJ Long Sleeve	Each	\$2,092.460
	24" Mega Lug	Each	\$561.550
	24" Split Mega Lug	Each	\$1,490.350
	24" PVC/HDPE Mega Lug	Each	\$490.120
	24" Bell Joint Leak Clamp	Each	\$1,453.330
	24" MJ Standard Acc Set	Each	\$255.260
	24" MJ Standard Gasket	Each	\$45.670
	24" FL 11.25 Bend	Each	\$5,515.980
	24" FL 22.5 Bend	Each	\$4,099.630
	24" FL 44.5 Bend	Each	\$6,313.770
	24" FL 90 Bend	Each	\$9,504.920
	24" FL Tee	Each	\$9,572.700
	24" Blind Flange	Each	\$2,450.140
	24" Mega Flange	Each	\$1,398.360
	24" SS FL Pack	Each	\$2,015.790
	24" FL Pack	Each	\$469.370
	24" Uni Flange	Each	\$725.640
	24" MJ X Flange Adapter	Each	\$1,326.870
	24" Bell JT Rep	Each	\$1,453.330
4.12	30" Ductile Iron Fittings		
	30" MJ 11.25 Bend	Each	\$3,905.950
	30" MJ 22.5 Bend	Each	\$4,342.910
	30" MJ 45 Bend	Each	\$5,082.710

	30" MJ 90 Bend	Each	\$3,559.430
	30" MJ Tee	Each	\$5,744.510
	30" MJ Long Sleeve	Each	\$4,436.650
	30" Mega Lug	Each	\$1,132.570
	30" Split Mega Lug	Each	\$2,264.450
	30" PVC/HDPE Mega Lug	Each	\$1,098.250
	30" Bell Joint Leak Clamp	Each	\$1,621.220
	30" MJ Standard Acc Set	Each	\$426.150
	30" MJ Standard Gasket	Each	\$106.870
	30" FL 11.25 Bend	Each	\$6,200.290
	30" FL 22.5 Bend	Each	\$6,100.470
	30" FL 45 Bend	Each	\$8,917.460
	30" FL 90 Bend	Each	\$11,578.670
	30" FL Tee	Each	\$22,910.150
	30" FL Wye	Each	\$32,515.160
	30" Blind Flange	Each	\$4,813.750
	30" Mega Flange	Each	\$1,819.060
	30" SS FL Pack	Each	\$2,875.320
	30" FL Pack	Each	\$600.160
	30" Uni Flange	Each	\$1,535.890
	30" MJ X Flange Adapter	Each	\$2,189.440
4.13	36" Ductile Iron Fittings		
	36" MJ 11.25 Bend	Each	\$5,648.020
	36" MJ 22.5 Bend	Each	\$6,612.060
	36" MJ 45 Bend	Each	\$7,502.490
	36" MJ 90 Bend	Each	\$9,125.730
	36" MJ Tee	Each	\$10,114.580
	36" MJ Long Sleeve	Each	\$5,950.860
	36" Mega Lug	Each	\$1,306.730
	36" Split Mega Lug	Each	\$2,666.320
	36" PVC/HDPE Mega Lug	Each	\$1,425.460
	36" Bell Joint Leak Clamp	Each	\$1,679.100
	36" MJ Standard Acc Set	Each	\$935.930
	36" MJ Standard Gasket	Each	\$120.560
	36" FL 11.25 Bend	Each	\$13,880.600
	36" FL 22.5 Bend	Each	\$14,522.700
	36" FL 45 Bend	Each	\$15,386.790
	36" FL 90 Bend	Each	\$16,558.260
	36" FL Wye	Each	\$39,314.170
	36" Blind Flange	Each	\$6,707.960
	36" Mega Flange	Each	\$2,783.510
	36" SS FL Pack	Each	\$4,535.090
	36" FL Pack	Each	\$1,421.220
	36" Uni Flange	Each	\$1,828.130
	36" MJ X Flange Adapter	Each	\$3,666.140
4.14	42" Ductile Iron Fittings		
	42" MJ 11.25 Bend	Each	\$5,116.820
	42" MJ 22.5 Bend	Each	\$5,294.230
	42" MJ 45 Bend	Each	\$6,198.830
	42" MJ 90 Bend	Each	\$8,743.490
	42" MJ Tee	Each	\$12,496.520
	42" MJ Long Sleeve	Each	\$7,662.320

	42" Mega Lug	Each	\$2,009.310
	42" Split Mega Lug	Each	\$7,445.630
	42" PVC/HDPE Mega Lug	Each	\$4,568.400
	42" Bell Joint Leak Clamp	Each	\$1,804.640
	42" MJ Standard Acc Set	Each	\$497.280
	42" MJ Standard Gasket	Each	\$80.640
	42" FL 11.25 Bend	Each	\$12,468.640
	42" FL 22.5 Bend	Each	\$12,418.910
	42" FL 45 Bend	Each	\$12,264.610
	42" FL 90 Bend	Each	\$13,073.670
	42" FL Wye	Each	\$35,392.150
	42" Blind Flange	Each	\$6,212.820
	42" Mega Flange	Each	\$7,445.630
	42" SS FL Pack	Each	\$5,037.030
	42" FL Pack	Each	\$1,452.830
	42" Uni Flange	Each	\$2,188.160
	42" MJ X Flange Adapter	Each	\$3,512.110
4.15	48" Ductile Iron Fittings		
	48" MJ 11.25 Bend	Each	\$11,497.630
	48" MJ 22.5 Bend	Each	\$12,365.300
	48" MJ 45 Bend	Each	\$15,075.540
	48" MJ 90 Bend	Each	\$16,987.190
	48" MJ Tee	Each	\$19,398.590
	48" MJ Long Sleeve	Each	\$9,910.880
	48" Mega Lug	Each	\$2,765.880
	48" Split Mega Lug	Each	\$5,133.510
	48" PVC/HDPE Mega Lug	Each	\$5,875.670
	48" Bell Joint Leak Clamp	Each	\$2,025.660
	48" MJ Standard Acc Set	Each	\$1,670.690
	48" MJ Standard Gasket	Each	\$218.300
	48" FL 11.25 Bend	Each	\$17,043.000
	48" FL 22.5 Bend	Each	\$17,811.000
	48" FL 45 Bend	Each	\$32,077.310
	48" FL 90 Bend	Each	\$36,334.760
	48" FL Wye	Each	\$58,791.020
	48" Blind Flange	Each	\$11,134.220
	48" Mega Flange	Each	\$9,936.250
	48" SS FL Pack	Each	\$6,526.960
	48" FL Pack	Each	\$2,266.600
	48" Uni Flange	Each	\$3,043.910
4.16	Ductile Iron Pipe Gaskets (ACIPCO)		
	4" DI Pipe Gaskets	Each	\$12.730
	6" DI Pipe Gaskets	Each	\$11.730
	8" DI Pipe Gaskets	Each	\$18.000
	10" DI Pipe Gaskets	Each	\$21.910
	12" DI Pipe Gaskets	Each	\$31.340
	14" DI Pipe Gaskets	Each	\$72.900
	16" DI Pipe Gaskets	Each	\$71.200
	18" DI Pipe Gaskets	Each	\$112.470
	20" DI Pipe Gaskets	Each	\$117.670
	24" DI Pipe Gaskets	Each	\$93.370
	30" DI Pipe Gaskets	Each	\$167.570

	36" DI Pipe Gaskets	Each	\$186.880
	48" DI Pipe Gaskets	Each	\$206.940
4.17	Ductile Iron Pipe Gaskets (US Pipe)		
	4" DI Pipe Gaskets	Each	\$15.390
	6" DI Pipe Gaskets	Each	\$23.080
	8" DI Pipe Gaskets	Each	\$32.310
	10" DI Pipe Gaskets	Each	\$41.540
	12" DI Pipe Gaskets	Each	\$44.620
	14" DI Pipe Gaskets	Each	\$72.310
	16" DI Pipe Gaskets	Each	\$84.620
	18" DI Pipe Gaskets	Each	\$120.000
	20" DI Pipe Gaskets	Each	\$147.700
	24" DI Pipe Gaskets	Each	\$160.000
	30" DI Pipe Gaskets	Each	\$215.390
	36" DI Pipe Gaskets	Each	\$250.770
	48" DI Pipe Gaskets	Each	\$452.310
4.18	3" Ductile Iron Spool Pieces		
	3" X 3' FL X PE	Each	\$642.670
	3" X 4' FL X PE	Each	\$792.000
	3" X 6' FL X PE	Each	\$862.110
	3" X 8' FL X PE	Each	\$1,097.900
	3" X 10' FL X PE	Each	\$1,334.740
	3" X 12' FL X PE	Each	\$1,571.580
	3" X 15' FL X PE	Each	\$1,926.320
	3" X 19' FL X PE	Each	\$2,798.430
	3" X 1' FL X FL	Each	\$431.580
	3" X 3' FL X FL	Each	\$668.430
	3" X 4' FL X FL	Each	\$786.320
	3" X 6' FL X FL	Each	\$1,023.160
	3" X 8' FL X FL	Each	\$1,258.950
	3" X 10' FL X FL	Each	\$1,495.790
	3" X 12' FL X FL	Each	\$1,732.640
	3" X 15' FL X FL	Each	\$2,086.320
	3" X 19' FL X FL	Each	\$2,984.220
4.19	4" Ductile Iron Spool Pieces		
	4" X 3' FL X PE	Each	\$446.670
	4" X 4' FL X PE	Each	\$516.000
	4" X 6' FL X PE	Each	\$657.340
	4" X 8' FL X PE	Each	\$630.530
	4" X 10' FL X PE	Each	\$741.060
	4" X 12' FL X PE	Each	\$852.640
	4" X 15' FL X PE	Each	\$1,018.950
	4" X 19' FL X PE	Each	\$1,456.320
	4" X 1' FL X FL	Each	\$431.580
	4" X 3' FL X FL	Each	\$543.160
	4" X 4' FL X FL	Each	\$597.900
	4" X 6' FL X FL	Each	\$709.480
	4" X 8' FL X FL	Each	\$821.060
	4" X 10' FL X FL	Each	\$931.580
	4" X 12' FL X FL	Each	\$1,043.160
	4" X 15' FL X FL	Each	\$1,209.480
	4" X 19' FL X FL	Each	\$1,677.900
4.20	6" Ductile Iron Spool Pieces		

	6" X 3' FL X PE	Each	\$557.340
	6" X 4' FL X PE	Each	\$642.670
	6" X 6' FL X PE	Each	\$810.670
	6" X 8' FL X PE	Each	\$773.690
	6" X 10' FL X PE	Each	\$907.370
	6" X 12' FL X PE	Each	\$1,040.000
	6" X 15' FL X PE	Each	\$1,241.060
	6" X 19' FL X PE	Each	\$1,760.000
	6" X 1' FL X FL	Each	\$555.790
	6" X 3' FL X FL	Each	\$689.480
	6" X 4' FL X FL	Each	\$755.790
	6" X 6' FL X FL	Each	\$889.480
	6" X 8' FL X FL	Each	\$1,023.160
	6" X 10' FL X FL	Each	\$1,156.850
	6" X 12' FL X FL	Each	\$1,289.480
	6" X 15' FL X FL	Each	\$1,489.480
	6" X 19' FL X FL	Each	\$2,052.640
4.21	8" Ductile Iron Spool Pieces		
	8" X 3' FL X PE	Each	\$820.000
	8" X 4' FL X PE	Each	\$938.670
	8" X 6' FL X PE	Each	\$1,177.340
	8" X 8' FL X PE	Each	\$1,117.900
	8" X 10' FL X PE	Each	\$1,305.270
	8" X 12' FL X PE	Each	\$1,493.690
	8" X 15' FL X PE	Each	\$1,775.790
	8" X 19' FL X PE	Each	\$2,506.850
	8" X 1' FL X FL	Each	\$841.060
	8" X 3' FL X FL	Each	\$1,029.480
	8" X 4' FL X FL	Each	\$1,123.160
	8" X 6' FL X FL	Each	\$1,311.580
	8" X 8' FL X FL	Each	\$1,498.950
	8" X 10' FL X FL	Each	\$1,687.370
	8" X 12' FL X FL	Each	\$1,874.740
	8" X 15' FL X FL	Each	\$2,156.850
	8" X 19' FL X FL	Each	\$2,506.850
4.22	10" Ductile Iron Spool Pieces		
	10" X 3' FL X PE	Each	\$862.110
	10" X 4' FL X PE	Each	\$984.220
	10" X 6' FL X PE	Each	\$1,228.430
	10" X 8' FL X PE	Each	\$1,473.690
	10" X 10' FL X PE	Each	\$1,717.900
	10" X 12' FL X PE	Each	\$1,962.110
	10" X 15' FL X PE	Each	\$2,329.480
	10" X 19' FL X PE	Each	\$3,297.370
	10" X 3' FL X FL	Each	\$1,376.850
	10" X 4' FL X FL	Each	\$1,500.000
	10" X 6' FL X FL	Each	\$1,744.220
	10" X 8' FL X FL	Each	\$1,988.430
	10" X 10' FL X FL	Each	\$2,233.690
	10" X 12' FL X FL	Each	\$2,477.900
	10" X 15' FL X FL	Each	\$2,844.220
	10" X 19' FL X FL	Each	\$3,899.480

4.23	12" Ductile Iron Spool Pieces		
	12" X 3' FL X PE	Each	\$1,143.300
	12" X 4' FL X PE	Each	\$1,291.760
	12" X 6' FL X PE	Each	\$1,588.660
	12" X 8' FL X PE	Each	\$1,877.320
	12" X 10' FL X PE	Each	\$2,182.480
	12" X 12' FL X PE	Each	\$2,479.390
	12" X 15' FL X PE	Each	\$2,924.750
	12" X 19' FL X PE	Each	\$4,104.640
	12" X 3' FL X FL	Each	\$1,864.950
	12" X 4' FL X FL	Each	\$2,013.410
	12" X 6' FL X FL	Each	\$2,310.310
	12" X 8' FL X FL	Each	\$2,607.220
	12" X 10' FL X FL	Each	\$2,904.130
	12" X 12' FL X FL	Each	\$3,201.040
	12" X 15' FL X FL	Each	\$3,646.400
	12" X 19' FL X FL	Each	\$4,945.880
4.24	14" Ductile Iron Spool Pieces		
	14" X 3' FL X PE	Each	\$1,649.490
	14" X 4' FL X PE	Each	\$1,830.930
	14" X 6' FL X PE	Each	\$2,192.790
	14" X 8' FL X PE	Each	\$2,554.640
	14" X 10' FL X PE	Each	\$2,917.530
	14" X 12' FL X PE	Each	\$3,641.240
	14" X 15' FL X PE	Each	\$3,822.690
	14" X 19' FL X PE	Each	\$6,867.020
	14" X 3' FL X FL	Each	\$2,737.120
	14" X 4' FL X FL	Each	\$2,918.560
	14" X 6' FL X FL	Each	\$3,280.420
	14" X 8' FL X FL	Each	\$3,643.300
	14" X 10' FL X FL	Each	\$4,005.160
	14" X 12' FL X FL	Each	\$4,367.020
	14" X 15' FL X FL	Each	\$4,910.310
	14" X 19' FL X FL	Each	\$6,867.020
4.25	16" Ductile Iron Spool Pieces		
	16" X 3' FL X PE	Each	\$1,931.960
	16" X 4' FL X PE	Each	\$2,144.330
	16" X 6' FL X PE	Each	\$2,570.110
	16" X 8' FL X PE	Each	\$2,995.880
	16" X 10' FL X PE	Each	\$3,420.620
	16" X 12' FL X PE	Each	\$3,846.400
	16" X 15' FL X PE	Each	\$4,484.540
	16" X 19' FL X PE	Each	\$6,512.380
	16" X 3' FL X FL	Each	\$3,204.130
	16" X 4' FL X FL	Each	\$3,416.500
	16" X 6' FL X FL	Each	\$3,842.270
	16" X 8' FL X FL	Each	\$4,268.050
	16" X 10' FL X FL	Each	\$4,693.820
	16" X 12' FL X FL	Each	\$5,118.560
	16" X 15' FL X FL	Each	\$5,757.740
	16" X 19' FL X FL	Each	\$8,062.890
4.26	18" Ductile Iron Spool Pieces		
	18" X 3' FL X PE	Each	\$2,275.260

	18" X 4' FL X PE	Each	\$2,518.560
	18" X 6' FL X PE	Each	\$3,005.160
	18" X 8' FL X PE	Each	\$3,492.790
	18" X 10' FL X PE	Each	\$3,979.390
	18" X 12' FL X PE	Each	\$4,465.980
	18" X 15' FL X PE	Each	\$5,196.910
	18" X 19' FL X PE	Each	\$7,524.230
	18" X 3' FL X FL	Each	\$3,797.940
	18" X 4' FL X FL	Each	\$4,041.240
	18" X 6' FL X FL	Each	\$4,527.840
	18" X 8' FL X FL	Each	\$5,015.470
	18" X 10' FL X FL	Each	\$5,502.070
	18" X 12' FL X FL	Each	\$5,988.660
	18" X 15' FL X FL	Each	\$6,719.590
	18" X 19' FL X FL	Each	\$9,380.420
4.27	20" Ductile Iron Spool Pieces		
	20" X 3' FL X PE	Each	\$2,693.820
	20" X 4' FL X PE	Each	\$2,974.230
	20" X 6' FL X PE	Each	\$3,534.030
	20" X 8' FL X PE	Each	\$4,093.820
	20" X 10' FL X PE	Each	\$4,654.640
	20" X 12' FL X PE	Each	\$5,214.440
	20" X 15' FL X PE	Each	\$6,054.640
	20" X 19' FL X PE	Each	\$8,742.270
	20" X 3' FL X FL	Each	\$4,522.690
	20" X 4' FL X FL	Each	\$4,803.100
	20" X 6' FL X FL	Each	\$5,362.890
	20" X 8' FL X FL	Each	\$5,923.720
	20" X 10' FL X FL	Each	\$6,483.510
	20" X 12' FL X FL	Each	\$7,043.300
	20" X 15' FL X FL	Each	\$7,883.510
	20" X 19' FL X FL	Each	\$10,971.650
4.28	24" Ductile Iron Spool Pieces		
	24" X 3' FL X PE	Each	\$3,390.730
	24" X 4' FL X PE	Each	\$3,736.090
	24" X 6' FL X PE	Each	\$4,426.810
	24" X 8' FL X PE	Each	\$5,117.530
	24" X 10' FL X PE	Each	\$5,808.250
	24" X 12' FL X PE	Each	\$6,498.970
	24" X 15' FL X PE	Each	\$7,535.060
	24" X 19' FL X PE	Each	\$10,880.420
	24" X 3' FL X FL	Each	\$5,712.380
	24" X 4' FL X FL	Each	\$6,057.740
	24" X 6' FL X FL	Each	\$6,748.460
	24" X 8' FL X FL	Each	\$7,439.180
	24" X 10' FL X FL	Each	\$8,129.900
	24" X 12' FL X FL	Each	\$8,820.620
	24" X 15' FL X FL	Each	\$9,856.710
	24" X 19' FL X FL	Each	\$13,709.280
4.29	30" Ductile Iron Spool Pieces		
	30" X 3' FL X PE	Each	\$6,657.580
	30" X 4' FL X PE	Each	\$7,145.460

	30" X 6' FL X PE	Each	\$8,120.210
	30" X 8' FL X PE	Each	\$9,095.960
	30" X 10' FL X PE	Each	\$10,071.720
	30" X 12' FL X PE	Each	\$11,047.480
	30" X 15' FL X PE	Each	\$12,510.110
	30" X 19' FL X PE	Each	\$17,634.350
	30" X 3' FL X FL	Each	\$6,812.000
	30" X 4' FL X FL	Each	\$7,312.000
	30" X 6' FL X FL	Each	\$9,487.000
	30" X 8' FL X FL	Each	\$10,096.960
	30" X 10' FL X FL	Each	\$11,871.050
	30" X 12' FL X FL	Each	\$12,013.140
	30" X 15' FL X FL	Each	\$13,411.030
	30" X 19' FL X FL	Each	\$18,211.500
4.30	36" Ductile Iron Spool Pieces		
	36" X 3' FL X PE	Each	\$9,584.850
	36" X 4' FL X PE	Each	\$10,248.490
	36" X 6' FL X PE	Each	\$11,574.750
	36" X 8' FL X PE	Each	\$12,901.020
	36" X 10' FL X PE	Each	\$14,227.280
	36" X 12' FL X PE	Each	\$15,554.550
	36" X 15' FL X PE	Each	\$17,544.450
	36" X 19' FL X PE	Each	\$24,628.790
	36" X 3' FL X FL	Each	\$9,861.000
	36" X 4' FL X FL	Each	\$10,511.000
	36" X 6' FL X FL	Each	\$12,601.000
	36" X 8' FL X FL	Each	\$13,411.000
	36" X 10' FL X FL	Each	\$15,211.010
	36" X 12' FL X FL	Each	\$17,232.050
	36" X 15' FL X FL	Each	\$20,024.000
	36" X 19' FL X FL	Each	\$24,743.500
4.31	48" Ductile Iron Spool Pieces		
	48" X 3' FL X PE	Each	\$22,875.000
	48" X 4' FL X PE	Each	\$24,481.130
	48" X 6' FL X PE	Each	\$27,693.370
	48" X 8' FL X PE	Each	\$30,905.620
	48" X 10' FL X PE	Each	\$34,117.860
	48" X 12' FL X PE	Each	\$37,330.110
	48" X 15' FL X PE	Each	\$42,148.470
	48" X 19' FL X PE	Each	\$48,572.960
	48" X 3' FL X FL	Each	\$18,511.200
	48" X 4' FL X FL	Each	\$21,243.000
	48" X 6' FL X FL	Each	\$24,643.000
	48" X 8' FL X FL	Each	\$25,941.000
	48" X 10' FL X FL	Each	\$27,511.000
	48" X 12' FL X FL	Each	\$31,212.110
	48" X 15' FL X FL	Each	\$33,241.200
	48" X 19' FL X FL	Each	\$43,000.270
5.0 Steel Casing Pipe and Spacers			
5.01	Steel Casing Pipe		
	16" Casing (0.250")	LF	\$92.000
	18" Casing (0.250")	LF	\$178.000

	24" Casing (0.250")	LF	\$137.000
	30" Casing (0.312")	LF	\$258.000
	36" Casing (0.312")	LF	\$298.000
	48" Casing (0.375")	LF	\$524.000
5.02	APS Casing Spacers (Model- SSI8)- DIP to Steel Casing		
	8" DIP Pipe to 16" Casing (0.250")	Each	\$148.340
	8" DIP Pipe to 18" Casing (0.250")	Each	\$155.000
	10" DIP Pipe to 24" Casing (0.250")	Each	\$328.340
	12" DIP Pipe to 24" Casing (0.250")	Each	\$201.670
	16" DIP Pipe to 30" Casing (0.312")	Each	\$383.340
	18" DIP Pipe to 30" Casing (0.312")	Each	\$366.670
	18" DIP Pipe to 36" Casing (0.312")	Each	\$490.000
	24" DIP Pipe to 36" Casing (0.312")	Each	\$420.000
	24" DIP Pipe to 48" Casing (0.375")	Each	\$645.000
	36" DIP Pipe to 48" Casing (0.375")	Each	\$528.340
5.03	APS Casing Spacers Runners/Risers		
	7" X 1" Runner	Each	\$8.340
	7" X 1 1/2" Runner	Each	\$13.340
	7" X 2" Runner	Each	\$16.670
	7" X 2 1/2" Runner	Each	\$17.500
	7" X 3" Runner	Each	\$18.340
	7" X 3 1/2" Runner	Each	\$19.170
	7" X 4" Runner	Each	\$21.670
	7" X 4 1/2" Runner	Each	\$22.500
	7" X 5" Runner	Each	\$25.000
	7" X 5 1/2" Runner	Each	\$25.840
	7" X 6" Runner	Each	\$26.670
6.0 Sanitary Sewer Flexible Connectors & Repair Bands			
6.01	Rubber Flexible Fittings (With SS Shell)		
	4" Flexible Coupling CLxCI/PVC	Each	\$43.660
	4" Flexible Coupling CI/PVCxCI/PVC	Each	\$29.790
	4" Flexible Coupling DlxCI/PVC	Each	\$43.580
	4" Flexible Coupling DlxCL	Each	\$43.790
	4" Ultra Flex Coupling	Each	\$127.380
	4" Flexible Quick Cap	Each	\$8.560
	4" Flex T W/ Clamps	Each	\$51.450
	6" Flexible Coupling CLxCI/PVC	Each	\$74.050
	6" Flexible Coupling CI/PVCxCI/PVC	Each	\$56.730
	6" Flexible Coupling DlxCI/PVC	Each	\$56.730
	6" Flexible Coupling DlxCL	Each	\$66.560
	6" Ultra Flex Coupling	Each	\$180.160
	6" Flexible Quick Cap	Each	\$11.750
	8" Flexible Coupling CLxCI/PVC	Each	\$84.220
	8" Flexible Coupling CI/PVCxCI/PVC	Each	\$84.720
	8" Flexible Coupling DlxCI/PVC	Each	\$84.220
	8" Flexible Coupling DlxCL	Each	\$115.520
	8" Ultra Flex Coupling	Each	\$210.350
	10" Flexible Coupling CLxCI/PVC	Each	\$109.550
	10" Flexible Coupling CI/PVCxCI/PVC	Each	\$109.550
	10" Flexible Coupling DlxCI/PVC	Each	\$133.750
	10" Flexible Coupling DlxCL	Each	\$141.730
	10" Ultra Flex Coupling	Each	\$269.150
	12" Flexible Coupling CLxCI/PVC	Each	\$134.110

	12" Flexible Coupling CI/PVCxCI/PVC	Each	\$134.110
	12" Flexible Coupling DIxCI/PVC	Each	\$167.560
	12" Flexible Coupling DIxCL	Each	\$196.350
	12" Ultra Flex Coupling	Each	\$317.590
6.02	Stainless Steel Fittings		
	8x4 Stainless SS Tap sleeve SS FLG (DI pipe)	Each	\$737.770
	8x4 Stainless SS Tap sleeve SS FLG (SDR 26)	Each	\$737.770
	4" SS Repair Band (15" Length)	Each	\$161.040
	6" SS Repair Band (15" Length)	Each	\$184.230
	8" SS Repair Band (15" Length)	Each	\$209.920
	10" SS Repair Band (15" Length)	Each	\$270.950
	12" SS Repair Band (15" Length)	Each	\$286.720
	14" SS Repair Band (15" Length)	Each	\$396.110
6.03	Double Strap Saddle		
	3x2 Saddle	Each	\$55.000
	4x2 Saddle	Each	\$50.040
	6x2 Saddle	Each	\$58.870
	8x2 Saddle	Each	\$66.020
	8x4 Saddle	Each	\$162.120
	10x4 Saddle	Each	\$283.880
	12x4 Saddle	Each	\$306.560
7.0 Sanitary Sewer Valves & Flow Meters			
7.01	Combination Air/Vacuum Relief Valves		
	1.5" ARV	Each	\$1,400.000
	2" ARV	Each	\$1,400.000
	3" ARV	Each	\$1,444.450
	4" ARV	Each	\$1,472.230
	6" ARV	Each	\$5,583.340
	8" ARV	Each	\$6,415.560
	Concrete Sewer Box wt Cast Iron Lid (B65 Box w/ 65T Lid)	Each	\$219.050
	3/4" Crispin AR8 Air Relief Valve	Each	\$158.340
7.02	Crispin Check Valves (FL X FL)		
	4" Check Valve	Each	\$1,300.000
	6" Check Valve	Each	\$1,813.340
	8" Check Valve	Each	\$2,633.340
	10" Check Valve	Each	\$3,733.340
	12" Check Valve	Each	\$6,466.670
	14" Check Valve	Each	\$7,348.490
	16" Check Valve	Each	\$9,147.370
	18" Check Valve	Each	\$10,415.790
	20" Check Valve	Each	\$10,545.460
	24" Check Valve	Each	\$16,080.810
	36" Check Valve	Each	\$58,828.290
7.03	Tapping Valves & Meters		
	4"	Each	\$1,065.000
	6"	Each	\$1,503.340
	8"	Each	\$1,850.300
	10"	Each	\$2,063.180
	12"	Each	\$3,894.140
	1x3/4X1 Ball Curb	Each	\$131.250
7.04	Valve Boxes & Accessories		
	18" X 24" Valve Box w/t Sewer Lid	Each	\$198.140
	24" X 36" Valve Box w/t Sewer Lid	Each	\$261.340

	24" Round Concrete Valve Box Pad	Each	\$40.000
	4PVC Backwater Valve	Each	\$41.590
7.05	Gate Valves		
	2" Mechanical Joint Gate Valve w/t Opp Nut	Each	\$408.940
	3" Mechanical Joint Gate Valve w/t Opp Nut	Each	\$579.090
	4" Mechanical Joint Gate Valve w/t Opp Nut	Each	\$646.950
	6" Mechanical Joint Gate Valve w/t Opp Nut	Each	\$825.290
	8" Mechanical Joint Gate Valve w/t Opp Nut	Each	\$1,313.780
	10" Mechanical Joint Gate Valve w/t Opp Nut	Each	\$2,048.610
	12" Mechanical Joint Gate Valve w/t Opp Nut	Each	\$2,592.640
	14" Mechanical Joint Gate Valve w/t Opp Nut	Each	\$9,247.450
	16" Mechanical Joint Gate Valve w/t Opp Nut	Each	\$8,163.270
	18" Mechanical Joint Gate Valve w/t Opp Nut	Each	\$15,624.490
	20" Mechanical Joint Gate Valve w/t Opp Nut	Each	\$17,857.150
	24" Mechanical Joint Gate Valve w/t Opp Nut	Each	\$24,324.700
	30" Mechanical Joint Gate Valve w/t Opp Nut	Each	\$43,367.350
	2" FL Joint Gate Valve w/t Handwheel	Each	\$417.280
	3" FL Joint Gate Valve w/t Handwheel	Each	\$625.170
	4" FL Joint Gate Valve w/t Handwheel	Each	\$698.040
	6" FL Joint Gate Valve w/t Handwheel	Each	\$933.170
	8" FL Joint Gate Valve w/t Handwheel	Each	\$1,458.420
	10" FL Joint Gate Valve w/t Handwheel	Each	\$2,194.500
	12" FL Joint Gate Valve w/t Handwheel	Each	\$2,650.430
	14" FL Joint Gate Valve w/t Handwheel	Each	\$9,154.050
	16" FL Joint Gate Valve w/t Handwheel	Each	\$8,163.270
	18" FL Joint Gate Valve w/t Handwheel	Each	\$15,466.670
	20" FL Joint Gate Valve w/t Handwheel	Each	\$17,676.770
7.06	Romac Insertion Valves		
	4" Insertion Valve	Each	\$2,517.920
	6" Insertion Valve	Each	\$2,869.890
	8" Insertion Valve	Each	\$3,475.650
	10" Insertion Valve	Each	\$11,221.050
	12" Insertion Valve	Each	\$11,221.050
	4" TF-2 Tideflex Check Valve Slip On (4.50 OD) Neoprene 316SS Band Clamps	Each	\$425.000
	M&H 4 FLG Flap Valve	Each	\$372.310
8.0 Sanitary Sewer Material & Accessories			
8.01	Miscellaneous Materials		
	Quadex Hyperform	Each	\$57.500
	Hydraplug	Each	\$66.670
	Portland Cement Type III 94 lb. Bag	Each	\$27.150
	3M Adhesive Marine Grade	Tube	\$35.720
	Oakum	Each	\$16.670
	T Bolt 5/8" x 3" (for 2" - 3" DI)	Each	\$3.710
	T Bolt 3/4" X 3 1/2" (for 4" to 6" DI)	Each	\$5.020
	T Bolt 3/4" x 4" (for 8" - 12" DI)	Each	\$5.020
	T Bolt 3/4" x 4 1/2" (for 14" - 20" DI)	Each	\$5.600
	T Bolt 3/4" x 5" (for 24" DI)	Each	\$6.000
	T Bolt 1" x 6" (for 30" - 36" DI)	Each	\$15.100
	T Bolt 1" x 6 1/2" (for 42" to 48" DI)	Each	\$20.000
	T Bolt 3/4" x 3 1/2" Non Rotate	Each	\$10.160
	Green Tracer Wire (500 FT)	Roll	\$125.000
	Green Copperhead Tracing Wire (500 FT)	Roll	\$239.360
	Wire Connector for Tracer Wire	Each	\$2.000
	Blue Water Locate Tape (2" X 1000')	Roll	\$36.670

	Green Sanitary Sewer Locate Tape (2" X 1000')	Roll	\$36.670
	Caution Tape (4" X 500')	Roll	\$18.340
	White Marking Paint	Case	\$55.000
	Green Marking Paint	Case	\$55.000
	18" Wooden Grade Stakes	Bundle	\$44.270
	36" Wooden Grade Stakes	Bundle	\$73.560
	Pipe Cleaner - Quart Size	Each	\$20.160
	Regular Clear PVC Cement - Quart Size	Each	\$17.910
	All Purpose Pipe Glue (Rain or Shine) - Quart Size	Each	\$30.020
	16 Gauge Tie Wire 3 1/2 lbs Roll	Spool	\$163.340
	DIP Gasket Lubricant (Quart)	Each	\$6.670
	DIP Gasket Lubricant (Gallon)	Each	\$15.000
	Cherne Test Ball 8"- 12"	Each	\$630.520
	SS CLP 51-1/5" Serrated Clamp	Each	\$6.940
	6" FIG 215 Clevis Hanger for 6" DI Pipe	Each	\$20.590
	10" FIG 215 Clevis Hanger for 10" DI Pipe	Each	\$61.340
	16" Galv Clevis Hanger	Each	\$156.670
8.02	Sanitary Sewer Materials Pipe Repair Patches		
	10" x 48" Pipepatch Kit	Each	\$825.000
	10" x 24" Pipepatch Kit	Each	\$600.000
	8" x 48" Pipepatch Kit	Each	\$750.000
	8" x 24" Pipepatch Kit	Each	\$525.000
	8" x 24" Pipepatch Kit FPP-8X4T-FG	Each	\$606.250
	10" x 24" Pipepatch Kit FPP-10X4T-FG	Each	\$637.500
9.0 Sanitary Sewer Tools			
9.01	Hand Tools		
	RDG 31410 902 5/16 Torque Wrench	Each	\$72.980
	14 inch Crescent Wrench	Each	\$126.380
	16 inch Pipe Wrench	Each	\$70.000
	Hack Saw	Each	\$77.190
	Hawkbill Knife	Each	\$19.520
	Snips for Cutting Wire	Each	\$44.780
	Multiple Set Pliers	Each	\$80.000
	Vise Grip Pliers	Each	\$35.780
	12 inch Channel Lock Pliers	Each	\$39.960
	16 inch Channel Lock Pliers	Each	\$81.380
	5/16 inch Nut Driver	Each	\$14.200
	Masonry Hammer 24oz	Each	\$83.000
	8lb Hammer	Each	\$121.680
	2lb Hammer	Each	\$60.300
	Mallet Pick	Each	\$68.000
	6 inch Flat Blade Scraper	Each	\$48.260
	Mortar Hoe	Each	\$95.480
9.02	Power Tools & Accessories		
	Rechargeable Spotlight 20 Volt (DCL043)	Each	\$149.150
	Dewalt 20 Volt Wall Battery Charger (DCB115)	Each	\$106.220
	Dewalt 20 Volt Car Battery Charger (DCB119)	Each	\$159.270
	Dewalt 20 Volt Batteries Single Pack (DCB204)	Each	\$183.620
	Dewalt 20 Volt Batteries Double Pack (DCB204-2)	Each	\$286.540
	Dewalt 20 Volt Cordless Impact Wrench (DCF889B)	Each	\$248.440
	Dewalt 20 Volt Saw-Zaw (DCS380B)	Each	\$187.390
	Dewalt 20 Volt Drill (DCD780B)	Each	\$187.390
	Dewalt Electric Grinder (DWE4214)	Each	\$152.140
	Dewalt 20 Volt Cordless Grinder (DCG412B)	Each	\$191.890

9.03	Shovels, Rakes, Brooms, Etc..		
	36" Manhole Hook (See Specifications)	Each	\$330.000
	Flat Shovel w/ fiberglass handle	Each	\$48.980
	Round Shovel w/ fiberglass handle	Each	\$45.200
	Sharp Shooter Shovel w/ fiberglass handle	Each	\$78.690
	Trenching shovel	Each	\$99.280
	Utility Probing Rod w/ fiberglass handle	Each	\$114.800
	10lb Sledge Hammer w/ fiberglass handle	Each	\$105.180
	Steel Rake w/ fiberglass handle	Each	\$48.980
	Push Broom w/ fiberglass handle	Each	\$63.180
	Masonry Broom	Each	\$20.580
	Bush Axe	Each	\$98.320
	5 FT length Pinch Point Bar	Each	\$67.460
	Bolt Cutters	Each	\$254.600
	Concrete Rake	Each	\$200.000
9.04	Miscellaneous Tools		
	100 FT Extension Cord	Each	\$121.670
	25 FT Extension Cord	Each	\$108.340
	25 ft. Carpenter Tape Measure	Each	\$24.240
	Measuring Wheel Tape Measure	Each	\$75.000
	Duct Tape	Roll	\$12.140
9.05	Blades, Bit Sets, Socket Sets		
	Demo Saw Blades	Each	\$178.430
	Box End Wrench Set up to 1 1/4"	Each	\$223.640
9.06	Equipment		
	Husqvarna Demo Saw	Each	\$1,355.290

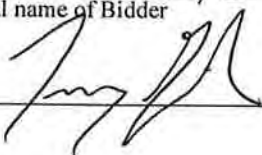
GRAND TOTAL: **\$3,230,181.96**

DISCOUNT PERCENTAGE OFF LIST PRICE FOR RELATED BID ITEMS NOT LISTED: **20.00%**

This Price Bid Form is hereby submitted by the undersigned:

Core and Main, LP
Printed legal name of Bidder

Signature



Terry Gibson - Outside Sale

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

3-29-22

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): Core and Main, LP
- City of Huntsville current taxpayer identification number (if available): 25003
(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 checked="" type="checkbox"/> Limited Partnership (LP)	Number & State: <u>03-0550887 FLORIDA</u>
<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 type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: Terry Gibson Title (if applicable): Sales
Type or legibly write name: Terry Gibson Date: 3-29-22



Alabama Secretary of State



Core & Main LP	
Entity ID Number	000 - 818 - 158
Entity Type	Foreign Limited Partnership
Principal Address	1830 CRAIG PARK COURT ST LOUIS, MO 63146
Principal Mailing Address	1830 CRAIG PARK COURT ST LOUIS, MO 63146
Status	Exists
Place of Formation	Florida
Formation Date	11/22/2004
Qualify Date	12/17/2004
Registered Agent Name	CORPORATION SERVICE COMPANY INC
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	
General Partners	
General Partner Name	CORE & MAIN INTERMEDIATE GP LLC
General Partner Street Address	1830 CRAIG PARK COURT ST LOUIS, MO 63146
General Partner Mailing Address	1830 CRAIG PARK COURT ST LOUIS, MO 63146
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	<u>2008</u> <u>2009</u> <u>2010</u> <u>2011</u> <u>2012</u> <u>2013</u> <u>2014</u> <u>2015</u>
Transactions	
Transaction Date	11/27/2006
Legal Name Changed From	Hughes Water & Sewer, Ltd.
Transaction Date	12/13/2007
Registered Agent Changed From	CSC LAWYERS INCORPORATING SRV INC 150 S PERRY ST MONTGOMERY, AL 36104
Transaction Date	07/18/2008

Core & Main LP	
Principal Office Changed From	ONE HUGHES WAY ORLANDO, FL 32805
Transaction Date	09/25/2008
Partner Activity	HUGHES GP & MANAGEMENT INC ONE HUGHES WAY ORLANDO, FL 32805
Transaction Date	09/25/2008
Partner Activity	HD SUPPLY GP & MANAGEMENT INC
Transaction Date	10/17/2016
Agent Mailing Address Changed From	* Added
Transaction Date	10/17/2016
Registered Agent Changed From	CORPORATE CREATIONS NETWORK INC 6 OFFICE PARK CIRCLE #100 MOUNTAIN BROOK, AL 35223
Transaction Date	04/28/2017
Registered Agent Changed From	CSC-LAWYERS INCORPORATING SRVC INC 150 SOUTH PERRY STREET MONTGOMERY, AL 36104
Transaction Date	09/21/2017
Legal Name Changed From	HD Supply Waterworks, Ltd.
Transaction Date	09/21/2017
Partner Activity	CORE & MAIN GP LLC
Transaction Date	09/21/2017
Partner Activity	CD&R PLUMB BUYER LLC
Transaction Date	09/21/2017
Partner Activity	HD SUPPLY GP & MANAGEMENT INC 3100 CUMBERLAND BLVD STE 1700 ATLANTA, GA 30339
Transaction Date	09/21/2017
Principal Office Changed From	3100 CUMBERLAND BLVD STE 1700 ATLANTA, GA 30339
Transaction Date	09/22/2020
Miscellaneous Filing Entry	Articles of Amendment Effective 02-22-2020 17:00
Transaction Date	09/22/2020
Partner Activity	CD&R PLUMB BUYER LLC
Transaction Date	09/22/2020
Partner Activity	CORE & MAIN GP LLC
Transaction Date	09/22/2020
Partner Activity	CORE & MAIN INTERMEDIATE GP LLC
Scanned Documents	

Core & Main LP	
Document Date / Type / Pages	<u>12/17/2004</u> Certificate of Formation 2 pgs.
Document Date / Type / Pages	<u>11/27/2006</u> Legal Name Change 2 pgs.
Document Date / Type / Pages	<u>12/13/2007</u> Registered Agent Change 1 pg.
Document Date / Type / Pages	<u>07/18/2008</u> Principal Address Change 1 pg.
Document Date / Type / Pages	<u>09/25/2008</u> Partner / Member / Shareholder Change 1 pg.
Document Date / Type / Pages	<u>10/17/2016</u> Registered Agent Change 4 pgs.
Document Date / Type / Pages	<u>04/28/2017</u> Registered Agent Change 1 pg.
Document Date / Type / Pages	<u>09/21/2017</u> Articles of Amendment 2 pgs.
Document Date / Type / Pages	<u>09/22/2020</u> Articles of Amendment 3 pgs.

[Browse Results](#)

[New Search](#)

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Core and Main, LP

Doing-Business-As Name of Proposer:

Core and Main, LP

Principal Office Address:

Core and Main, LP

1830 Craig Park Court

Saint Louis, MO 63146

Telephone Number:

(256) 772-0252

Fax Number:

(256) 772-7954

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: _____

Location of incorporation: _____

The corporation is held:

Publicly ___ Privately ___

Names and titles of corporate officers:

Partnership Statement

If a partnership, answer the following:

ETC

Date of organization:
Location of organization:
The partnership is:

November 22, 2004
FLORIDA
General ___ Limited X

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

Core and Main Intermediate GP, LLC - General Partner (Delaware LLC)
Core and Main Midco, LLC - Limited Partner (Delaware LLC)

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
If "Yes," Department

Yes ___ No X

Member of Household City Employee
If "Yes," Name (s)

Yes ___ No X

Anyone associated with your
company a City Employee
If "Yes," Name (s)

Yes ___ No X

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.

Terry Gibson
Signature of Proposer

Terry Gibson
Print or Type Name of Proposer

3-29-22
Date

Core and Main, LP
Legal Name of Firm

121 Jet Plex Circle
Mailing Address

Madison AL 35758
City State Zip Code

(256) 772-0252 (256) 772-7954
Phone Fax

emory.gibson@coreandmain.com
Email Address

www.coreandmain.com
Website Address

GTZ

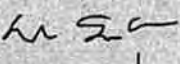


Company ID Number:40635

Client Company ID Number:1219073

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

Approved by:

Employer Core & Main LP	
Name (Please Type or Print) Laura Schneider	Title VP, HR
Signature 	Date 10/26/2018
E-Verify Employer Agent LawLogix Group, Inc.	
Name (Please Type or Print) Marcos Medina	Title
Signature Electronically Signed	Date September 29, 2017
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date



Company ID Number:40635

Client Company ID Number:1219073

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Core & Main LP
Company Facility Address	1830 Craig Park Court Saint Louis, MO 63146
Company Alternate Address	1830 Craig Park Court Saint Louis, MO 63146
County or Parish	Saint Louis City
Employer Identification Number	03-0550887
North American Industry Classification Systems Code	Building Material And Garden Equipment And Supplies Dealers (444)
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	247