



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 6/26/2025

**File ID:** TMP-5639

**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

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

Resolution No.

**Finance Information:**

**Account Number:** See comments below.

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

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

**Special Circumstances:**

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

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**

Standard of periodic bid is utilized by various departments.

Update of Bid:

State Systems, Inc. - Security Cameras & CCTV Service and Repairs (General Services)

Jake Marshall Service, Inc. - Honeywell Access Control Svc and Repairs (General Services)

Jake Marshall Service Inc. - Honeywell HVAC Control Svc and Repairs (General Services)

P & H Supply Co., Inc. - Sanitary Sewer Maintenance Supplies (Water Pollution Control)

SiteOne Landscape Supply - Irrigation, Piping & Plumbing Mtrls. (Landscape Management)

Pro Electric, Inc. - Electrical Services (General Services)

Monaghan Construction - Job Order Contracting (General Services)



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** Procurement Services **DATE:** 6/9/25  
**FROM:** John Lang **DEPT:** General Services  
**BID #:** 50-2025-14 **COMMODITY/SERVICE:** Security Cameras & CCTV Svc. & R

**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	\$70	/hour	
Helper	\$50	/hour	

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

### APPROVALS:

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

**John Lang** Digitally signed by John Lang  
Date: 2025.06.09 07:56:20 -05'00'

Department Head

Date

**Tamara M Yancy** Digitally signed by Tamara M  
Yancy  
Date: 2025.06.09 09:17:55 -05'00'

6.9.2025

Procurement Manager

Date

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



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CERTIFICATE OF COMPLIANCE

Pursuant to Code of Alabama, 1975 ("Code"), Section 39-5-1(b), the City of Huntsville, Alabama does hereby certify that the agreement by and between the City of Huntsville and

State Systems, Inc. \_\_\_\_\_ in the approximate  
(Vendor/Contractor Name)

amount of As Required for Security Cameras & CCTV Services & Repairs  
(Contract Amount) (Project Name)

to be awarded June 26, 2025,  
(Council Date)

is let in compliance with the Code, Title 39 and all other applicable provisions of law; and, only for purposes of a civil action as referenced in Code Section 39-5-1(a), the issuance of this certificate shall constitute a presumption that the contract was let in accordance with the laws.

City of Huntsville, Alabama

BY: **Penny L Smith** Digitally signed by Penny L Smith  
Date: 2025.06.11 02:22:48 -05'00'  
\_\_\_\_\_  
Penny L. Smith, CPA, CGFM, CGMA

Its: Director of Finance

Date: 06/10/2025



## APPENDIX B

### BID PROPOSAL AND 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 A-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.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama).

In the event a project requires a work item(s) not specified herein, the successful contractor shall submit to the City of Huntsville a description of the additional work items required and the proposed additional charges for such work, which shall be reviewed by the City of Huntsville for content and costs approval. At such time that unspecified work items are discovered at the site, all work shall cease on that particular project until final approval is obtained from the City of Huntsville.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, Procurement Services Division, P.O. Box 308, Huntsville, Alabama 35804.

The undersigned bidder understands that the contract for this specific periodic contract is one (1) year from the date of award, with services provided on an as-needed basis. The City of Huntsville reserves the right to extend the contract for up to two (2) additional one (1) year terms. Yearly renewals are at the discretion of the City of Huntsville and are subject to the availability of funds. Notification of yearly renewal shall be by written letter from the City of Huntsville.

Each project to be performed within this contract will require a separate work authorization and purchase

order from City of Huntsville. Beginning and end dates for each project will be stated and shall be signed by contractor accepting the terms for each work authorization. Bid prices shall remain firm for the entire length of the contract. Any price increase imposed during the extended contract period shall be in exact increments of any increase imposed by the contractor's supplier. Written verification of any such increase must be submitted to the City of Huntsville for consideration and approval prior to any costs being incurred. If an agreement cannot be reached concerning any such price increases, the City of Huntsville reserves the right to cancel the contract.

The City of Huntsville will direct and approve the work element and the quantities required for each project location and will compute the overall cost for each element of work and their respective quantities.

**THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:**

All bonds must be approved by the Mayor and the Clerk of the City of Huntsville. Within fifteen (15) days of the purchase order issuance date, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence upon issuance of a purchase order, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding \$10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

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: Addendum #1

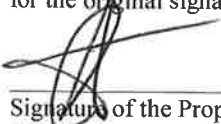
**Total Base** (Based on estimated quantities) \$ 120,000

Description	Hourly Rate	Estimated Annual Quantity	Subtotal
Technician, per hour	\$ 70	1,000 HRS	\$ 70,000
Helper, per hour	\$ 50	1,000 HRS	\$ 50,000
<b>TOTAL</b>			\$ 120,000

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

**Note 1:** Estimated hours shall be used for evaluation purposes only to aid in determining the lowest responsible bidder. Actual amounts will be subject purchase orders issued.

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

  
Signature of the Proposer

Brad Bass  
Print or Type Name of Proposer

6/5/28  
Date

State Systems  
Legal Name of Firm

3215 6th Ave SW  
Mailing Address

Huntsville, AL 35802  
City, State, Zip Code

bbass@statesystemsinc.com  
Email Address

**APPENDIX C  
DETAILED REQUIREMENTS**

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>A. NOTICE TO BIDDERS</b>		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	✓	
	<b>B. LAW AND REGULATIONS</b>		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	✓	
	<b>C. LICENSES, APPROVALS, PERMITS, ETC.</b>		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement. This shall include AESBL CCTV licensure.	✓	
	<b>D. SCOPE OF SERVICES</b>		
4.	The contract shall be a fixed labor rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	✓	
5.	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.	✓	
	<b>E. CONTRACTOR REQUIREMENTS</b>		
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 Huntsville City Hall (305 Fountain Circle; Huntsville, AL 35801)	✓	
	<b>F. RESPONSIBILITY OF THE CONTRACTOR</b>		
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 \$100,000 or more shall require the issuance of separate purchase order (PO) and cannot be performed under an established blanket PO. Projects with an estimate of \$100,000 or more shall require the provision of Performance Bond and Payment Bond.	✓	
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.	✓	
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	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	✓	
15.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	✓	
	<b>G. BACKGROUND CHECKS</b>		
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.	✓	
	<b>H. OSHA &amp; LOCK OUT TAG OUT</b>		
17.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	✓	
	<b>I. ADDITIONAL VENDOR REQUIREMENTS</b>		
18.	<b>Check-In/Check-Out</b> At the City's option, the contractor may be required to check-in or check-out using one of the following methods: <ol style="list-style-type: none"> <li>The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service.</li> <li>The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service.</li> <li>The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.</li> </ol>	✓	
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.	✓	
	<b>J. REPAIR STATUS, WHEN A DELAY</b>		
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.	✓	
	<b>K. EXECUTION OF WORK</b>		
23.	When possible and practical, division personnel will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated technician hours. It is required that 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.	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Furthermore, the contractor must obtain approval to having another technician or helper on site to assist in repairs/maintenance.	✓	
24.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	✓	
	<b>L. RESPONSE TIME</b>		
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.	✓	
	<b>M. INSPECTION AND ACCEPTANCE</b>		
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.	✓	
	<b>N. CALL BACK SERVICES</b>		
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.	✓	
	<b>O. ALLOWANCE OF IN-HOUSE WORK</b>		
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.	✓	
	<b>P. MATERIALS &amp; EQUIPMENT</b>		
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%).  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	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	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.	✓	
	<b>Q. SUMMARY REPORT</b>		
35.	Using a Summary Report contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	✓	
	<b>R. INVOICING</b>		
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 with Period of Performance and Work Order #	✓	
38.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	✓	
	<b>S. LABOR CHARGES</b>		
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.	✓	
	<b>T. TRAVEL TIME</b>		
41.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	✓	
	<b>U. HOUR ROUNDING</b>		
42.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>V. EXCESS PROJECT AMOUNT</b>		
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.	✓	
	<b>W. FAILURE FORM</b>		
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 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	✓	
	<b>X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS</b>		
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.	✓	
	<b>Y. TERMINATION FOR DEFAULT</b>		
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.	✓	
	<b>Z. TERMINATION FOR CAUSE OR CONVENIENCE</b>		
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.	✓	
	<b>AA. 24 HOUR CONTACT</b>		
50.	Provide 3 contact names listing each 24-hour phone numbers.	✓	
51.	Contact #1: <i>Daniel Haight</i> Name: Phone Number(s): <i>256 518 9000</i>	✓	
52.	Contact #2: <i>Michael Lupo</i> Name: Phone Number(s): <i>256 518 9000</i>	✓	
53.	Contact #3: <i>Brend Bass</i> Name: Phone Number(s): <i>256 518 9000</i>	✓	
	<b>BB. REFERENCES</b>		
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: Contact Name: <i>U4H</i> Address: <i>301 Spauldine Dr, Huntsville, AL 35801</i> Phone Number: <i>256 824-7787</i> E-mail Address: <i>Tommy.lewis@uah.edu</i>	✓	
56.	Company Name: <i>Madison County School</i> Contact Name: <i>Joe Cuygart</i> Address: <i>1275 Jordan Rd., Huntsville, AL 35811</i>	✓	



Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Phone Number: 252 852 2557 E-mail Address: jayzort@messk12.org	✓	
57.	Company Name: City of H&V General Services Contact Name: John Jones Address: 615 Washington St. H&V, AL 35801 Phone Number: 252 503. 3668 E-mail Address: john.jones@hantavilleh&v.gov	✓	

**APPENDIX D  
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 Vandenhorn 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. CONTRACTOR – PUBLIC CONTRACT WITH ENTITIES ENGAGING IN CERTAIN BOYCOTTING ACTIVITIES**

Alabama Legislative Act 2016-312, as adopted on May 5, 2016, prohibits Alabama governmental bodies from entering into contracts with commercial entities that participate in boycotts against nations or business organizations that Alabama citizens can otherwise trade with (members of the World Trade Organization or other countries with which the United States has free-trade agreements).

In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of

  
(Insert Name of Business)

I do hereby certify and represent that this

business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

I, the undersigned, certify to the State of Alabama as follows:

- a. I am authorized to provide representation set out in this Certificate as the official and binding act of the Contractor and have knowledge of Alabama's Act 2016-312.
- b. In compliance with Act 2016-312, the Contractor is not currently engaged in, or will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

#### **5. 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.

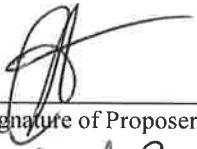
I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

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

By signing this submittal, the Bidder understands that this project is subject to Alabama Department of Transportation Alabama Standards Specifications, 2022 Editions, Section 600, Subitem 106.01(a)2a:

Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state, shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of domestic iron or steel products becomes impractical as a result of a national emergency, national strike or other cause, the awarding authority shall waive the above restriction. (b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

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

  
\_\_\_\_\_  
Signature of Proposer  
Bernd Bass  
\_\_\_\_\_  
Print or Type Name of Proposer  
6/5/25  
\_\_\_\_\_  
Date

State Systems Inc  
\_\_\_\_\_  
Legal Name of Firm  
3215 6th Ave SW  
\_\_\_\_\_  
Mailing Address  
Huntsville AL 35802  
\_\_\_\_\_  
City State Zip Code  
256 518 5000 256 518 5001  
\_\_\_\_\_  
Phone Fax  
bbass@statesystemsinc.com  
\_\_\_\_\_  
Email Address  
www.statesystemsinc.com  
\_\_\_\_\_  
Website Address

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

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

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

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

Signature: [Signature] Title (if applicable): Account Executive  
Type or legibly write name: Brad Bass Date: 6/5/25

## STATE SYSTEMS, LLC

Entity Type: Limited Liability Company (LLC)  
Formed in: TENNESSEE  
Term of Duration: Perpetual  
Managed By: Member Managed  
Series LLC: No  
Number of Members: 6 or less

Status: Active  
Control Number: 000166345  
Initial Filing Date: 1/6/1986 4:30:00 PM  
Fiscal Ending Month: December  
AR Due Date: 04/01/2026  
Obligated Member Entity: No

### Registered Agent

CORPORATION SERVICE COMPANY  
2908 POSTON AVE  
NASHVILLE, TN 37203-1312

### Principal Office Address

1861 Vanderhorn Dr  
Memphis, TN 38134

### Mailing Address

1861 Vanderhorn Dr  
Memphis, TN 38134

AR Standing: Good

RA Standing: Good

Other Standing: Good

Revenue Standing: Not Good

### History (44)

Type	Date	Tracking Number	Change History
2024 Annual Report for STATE SYSTEMS, LLC	3/11/2025 1:01:41 AM	B2025065993	<ul style="list-style-type: none"><li>Annual Report Due Date changed from: 4/1/2025 to: 4/1/2026</li><li>Principal Address changed from: 1861 VANDERHORN DR, MEMPHIS TN, 38134-6328, SHELBY USA to: 1861 Vanderhorn Dr, Memphis, TN 38134, Shelby USA</li><li>Business Mailing Address changed from: 1861 VANDERHORN DR, MEMPHIS, TN, 38134-6328, USA to: 1861 Vanderhorn Dr, Memphis, TN, 38134, Shelby USA</li><li>Officers Changed</li><li>NAICS changed</li></ul>
System Amendment for State Systems, LLC	1/24/2025 1:40:04 AM		<ul style="list-style-type: none"><li>Assumed Name changed from: Cool Springs Fire and Safety Equipment [Active] to: Cool Springs Fire and Safety Equipment [Inactive - Name Expired]</li></ul>
System Amendment for State Systems, LLC	1/24/2025 1:40:04 AM		<ul style="list-style-type: none"><li>Assumed Name changed from: Fire-Tek [Active] to: Fire-Tek [Inactive - Name Expired]</li></ul>
2023 Annual Report for State Systems, LLC	4/2/2024 11:12:10 AM	B1543-9343	

Assumed Name for State Systems, LLC	6/1/2023 11:29:00 AM	B1396-8714	<ul style="list-style-type: none"> <li>o New Assumed Name changed from: No Value to: TN-KY Auto Sprinkler</li> </ul>
2022 Annual Report for State Systems, LLC	4/20/2023 2:22:38 PM	B1383-3023	
System Amendment for State Systems, LLC	4/5/2023 1:43:16 AM		
2021 Annual Report for State Systems, LLC	1/28/2022 2:11:02 PM	B1153-4052	
Registered Agent Change (by Entity) for State Systems, LLC	10/11/2021 10:51:00 AM	B1105-0553	<ul style="list-style-type: none"> <li>o Registered Agent First Name changed from: ROBERT to: No Value</li> <li>o Registered Agent Last Name changed from: MCBRIDE to: No Value</li> <li>o Registered Agent Middle Name changed from: G to: No Value</li> <li>o Registered Agent Organization Name changed from: No Value to: CORPORATION SERVICE COMPANY</li> <li>o Registered Agent Physical Address 1 changed from: 1861 VANDERHORN DR to: 2908 POSTON AVE</li> <li>o Registered Agent Physical City changed from: MEMPHIS to: NASHVILLE</li> <li>o Registered Agent Physical County changed from: SHELBY COUNTY to: DAVIDSON COUNTY</li> <li>o Registered Agent Physical Postal Code changed from: 38134-6328 to: 37203-1312</li> <li>o Business Name changed from: STATE SYSTEMS, INC. to: State Systems, LLC</li> </ul>
Conversion for State Systems, LLC	9/8/2021 11:33:00 AM	B1086-2011	<ul style="list-style-type: none"> <li>o Principal Address 3 changed from: ROBERT MCBRIDE to: No value</li> <li>o Shares of Stock changed from: 2,000 to: No value</li> <li>o Member Count changed from: 0 to: 1</li> <li>o Managed By changed from: No Value to: Member Managed</li> <li>o Entity Type changed from: For-profit Corporation to: Limited Liability Company</li> </ul>
2020 Annual Report for State Systems, LLC	3/25/2021 12:04:57 PM	B1006-5009	
Assumed Name Renewal for State Systems, LLC	3/15/2021 2:04:00 PM	B0996-1411	<ul style="list-style-type: none"> <li>o Assumed Name changed from: Columbia Fire Equipment, a Division of State Systems, Inc. to: Columbia Fire Equipment, a Division of State Systems, Inc.</li> <li>o Expiration Date changed from: 05/10/2021 to: 03/15/2026</li> </ul>



System Amendment for State Systems, LLC	6/20/2020 1:40:02 AM		<ul style="list-style-type: none"> <li>o Assumed Name changed from: ESI Companies [Active] to: ESI Companies [Inactive - Name Expired]</li> </ul>
2019 Annual Report for State Systems, LLC	3/3/2020 1:05:43 PM	B0827-1611	
Assumed Name for State Systems, LLC	1/21/2020 1:49:00 PM	B0800-3591	<ul style="list-style-type: none"> <li>o New Assumed Name changed from: No Value to: Fire-Tek</li> <li>o Consent Method changed from: No Value to: Will change name in 60 days or terminate</li> <li>o New Assumed Name changed from: No Value to: Cool Springs Fire and Safety Equipment</li> <li>o Entity Giving Consent Control # changed from: No Value to: 000595344</li> <li>o Entity Giving Consent Name changed from: No Value to: COOL SPRINGS FIRE AND SAFETY EQUIPMENT INC.</li> <li>o Duplicate Name Consent DLN changed from: No Value to: b0800-3589</li> </ul>
Assumed Name With Name Consent for State Systems, LLC	1/21/2020 1:49:00 PM	B0800-3588	
2018 Annual Report for State Systems, LLC	3/28/2019 1:58:42 PM	B0682-1886	
2017 Annual Report for State Systems, LLC	3/30/2018 11:19:10 AM	B0525-6393	
2016 Annual Report for State Systems, LLC	3/28/2017 9:56:48 AM	B0372-1950	<ul style="list-style-type: none"> <li>o Principal Address 1 changed from: 3755 CHERRY RD to: 1861 VANDERHORN DR</li> <li>o Principal Postal Code changed from: 38118-6320 to: 38134-6328</li> <li>o Registered Agent Physical Address 1 changed from: 3755 CHERRY RD to: 1861 VANDERHORN DR</li> <li>o Registered Agent Physical Postal Code changed from: 38118-6320 to: 38134-6328</li> </ul>
Administrative Amendment for State Systems, LLC	5/12/2016 8:55:00 AM	B0238-7684	
Assumed Name for State Systems, LLC	5/10/2016 12:41:00 PM	B0246-0528	<ul style="list-style-type: none"> <li>o New Assumed Name changed from: No Value to: Columbia Fire Equipment, a Division of State Systems, Inc.</li> </ul>
2015 Annual Report for State Systems, LLC	3/22/2016 4:39:56 PM	B0221-2722	
Assumed Name for State Systems, LLC	6/10/2015 11:03:00 AM	B0101-6359	<ul style="list-style-type: none"> <li>o New Assumed Name changed from: No Value to: ESI Companies</li> </ul>

2014 Annual Report for State Systems, LLC	3/11/2015 1:08:49 PM	B0065-6845
2013 Annual Report for State Systems, LLC	3/20/2014 3:14:53 PM	A0224-0850
2012 Annual Report for State Systems, LLC	3/26/2013 2:51:27 PM	A0166-2914
2011 Annual Report for State Systems, LLC	3/23/2012 8:00:00 AM	A0111-1427
2010 Annual Report for State Systems, LLC	3/25/2011 8:00:00 AM	A0064-0174
2009 Annual Report for State Systems, LLC	3/30/2010 8:00:00 AM	A0014-2356
2008 Annual Report for State Systems, LLC	6/2/2009 12:06:46 AM	6546-1210
2007 Annual Report for State Systems, LLC	2/6/2008 12:07:28 AM	6206-1770
2006 Annual Report for State Systems, LLC	6/13/2007 12:05:24 AM	6072-0785
2005 Annual Report for State Systems, LLC	3/22/2006 12:07:10 AM	5727-2353
2004 Annual Report for State Systems, LLC	3/4/2005 12:06:40 AM	5378-2313
2003 Annual Report for State Systems, LLC	5/11/2004 12:04:55 AM	5133-1209
2002 Annual Report for State Systems, LLC	2/13/2003 12:05:29 AM	4728-1995
2001 Annual Report for State Systems, LLC	2/12/2002 12:06:59 AM	4417-1008
2000 Annual Report for State Systems, LLC	3/22/2001 12:08:38 AM	4153-1448
1999 Annual Report for State Systems, LLC	3/6/2000 12:06:16 AM	3845-0720

- o Principal Address 3 changed from: No value to: ROBERT MCBRIDE
- o Principal Postal Code changed from: 38118 to: 38118-6320
- o Principal County changed from: No value to: SHELBY COUNTY

- o Registered Agent Changed

CMS Annual Report Update for State Systems, LLC	2/27/1996 12:02:59 AM	3125-2063	<ul style="list-style-type: none"> <li>Principal Address Changed</li> <li>Registered Agent Physical Address Change</li> <li>Mail Address Changed</li> </ul>
Notice of Determination for State Systems, LLC	6/18/1993 12:26:37 AM	ROLL 2704	
CMS Annual Report Update for State Systems, LLC	3/17/1992 12:01:52 AM	2402-2310	<ul style="list-style-type: none"> <li>Principal Address Changed</li> <li>Registered Agent Physical Address Change</li> </ul>
Administrative Amendment for State Systems, LLC	6/16/1990 6:10:38 PM	FYC/REVENUE	<ul style="list-style-type: none"> <li>Fiscal Year Close Changed</li> </ul>
Initial Filing for State Systems, LLC	1/6/1986 12:01:46 AM	586 01665	

#### Name History (6)

Name	Type	Effective	Expires
TN-KY Auto Sprinkler	Assumed Name	06/01/2023	06/01/2028
Columbia Fire Equipment, a Division of State Systems, Inc.	Assumed Name	05/10/2016	03/15/2026
Cool Springs Fire and Safety Equipment	Previous Assumed Name	01/22/2020	01/21/2025
Fire-Tek	Previous Assumed Name	01/22/2020	01/21/2025
ESI Companies	Previous Assumed Name	06/10/2015	06/10/2020
STATE SYSTEMS, INC.	Previous Legal	01/02/1988	

**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

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



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** Procurement Services **DATE:** 6/9/25  
**FROM:** John Lang **DEPT:** General Services  
**BID #:** 52-2025-14 **COMMODITY/SERVICE:** Honeywell Access Control Svc. & R

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

**RECOMMENDATION:** The General Services Department recommends Jake Marshall Service, Inc. for the Honeywell Access Control Svc. & Repairs Bid.

DESCRIPTION	PRICE	UOM	COMMENT
Technician	\$104	/hour	
Helper	\$64	/hour	
Design Engineering	\$79	/hour	
Drafting/Graphics Design	\$74	/hour	

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

### APPROVALS:

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

**John Lang** Digitally signed by John Lang  
Date: 2025.06.09 14:22:52 -05'00'

Department Head

Date

**Tamara M Yancy** Digitally signed by Tamara M  
Yancy  
Date: 2025.06.10 14:21:12 -05'00'

06.10.2025

Procurement Manager

Date

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



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CERTIFICATE OF COMPLIANCE

Pursuant to Code of Alabama, 1975 ("Code"), Section 39-5-1(b), the City of Huntsville, Alabama does hereby certify that the agreement by and between the City of Huntsville and

Jake Marshall Service, Inc \_\_\_\_\_ in the approximate  
(Vendor/Contractor Name)

amount of As Required for Honeywell Access Control Services & Repairs  
(Contract Amount) (Project Name)

to be awarded June 26, 2025,  
(Council Date)

is let in compliance with the Code, Title 39 and all other applicable provisions of law; and, only for purposes of a civil action as referenced in Code Section 39-5-1(a), the issuance of this certificate shall constitute a presumption that the contract was let in accordance with the laws.

City of Huntsville, Alabama

BY: **Penny L Smith** Digitally signed by Penny L Smith  
Date: 2025.06.11 02:21:09 -05'00'  
\_\_\_\_\_  
Penny L. Smith, CPA, CGFM, CGMA

Its: Director of Finance

Date: 06/10/2025

## APPENDIX B

### BID PROPOSAL AND 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 A-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.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama).

In the event a project requires a work item(s) not specified herein, the successful contractor shall submit to the City of Huntsville a description of the additional work items required and the proposed additional charges for such work, which shall be reviewed by the City of Huntsville for content and costs approval. At such time that unspecified work items are discovered at the site, all work shall cease on that particular project until final approval is obtained from the City of Huntsville.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, Procurement Services Division, P.O. Box 308, Huntsville, Alabama 35804.

The undersigned bidder understands that the contract for this specific periodic contract is one (1) year from the date of award, with services provided on an as-needed basis. The City of Huntsville reserves the right to extend the contract for up to two (2) additional one (1) year terms. Yearly renewals are at the discretion of the City of Huntsville and are subject to the availability of funds. Notification of yearly renewal shall be by written letter from the City of Huntsville.

Each project to be performed within this contract will require a separate work authorization and purchase

order from City of Huntsville. Beginning and end dates for each project will be stated and shall be signed by contractor accepting the terms for each work authorization. Bid prices shall remain firm for the entire length of the contract. Any price increase imposed during the extended contract period shall be in exact increments of any increase imposed by the contractor's supplier. Written verification of any such increase must be submitted to the City of Huntsville for consideration and approval prior to any costs being incurred. If an agreement cannot be reached concerning any such price increases, the City of Huntsville reserves the right to cancel the contract.

The City of Huntsville will direct and approve the work element and the quantities required for each project location and will compute the overall cost for each element of work and their respective quantities.

**THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:**

All bonds must be approved by the Mayor and the Clerk of the City of Huntsville. Within fifteen (15) days of the purchase order issuance date, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence upon issuance of a purchase order, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding \$10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

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.

0

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

**Total Base** *(Based on estimated quantities)*

\$ 321,000.00

Description	Hourly Rate	Estimated Annual Quantity	Subtotal
Technician, per hour	\$ 104.00	1,000 HRS	\$ 104,000.00
Helper, per hour	\$ 64.00	1,000 HRS	\$ 64,000.00
Design Engineering	\$ 79.00	1,000 HRS	\$ 79,000.00
Drafting/Graphics Design	\$ 74.00	1,000 HRS	\$ 74,000.00
<b>TOTAL</b>			<b>\$ 321,000.00</b>

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

**Note 1:** Estimated hours shall be used for evaluation purposes only to aid in determining the lowest responsible bidder. Actual amounts will be subject purchase orders issued.



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



Signature of the Proposer

Keiffer Burch

Print or Type Name of Proposer

6-4-25

Date

Jake Marshall Service, Inc.

Legal Name of Firm

10422 Hwy 36E

Mailing Address

Lacey's Spring, Al. 35754

City, State, Zip Code

kburch@jmservice.com

Email Address

## APPENDIX C DETAILED REQUIREMENTS

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>A. NOTICE TO BIDDERS</b>		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	X	
	<b>B. LAW AND REGULATIONS</b>		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	X	
	<b>C. LICENSES, APPROVALS, PERMITS, ETC.</b>		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement. This shall include AESBL for Electronic Access.	X	
	<b>D. SCOPE OF SERVICES</b>		
4.	The contract shall be a fixed labor rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	X	
5.	The successful bidder will be required to perform new installs, maintenance, preventative maintenance and repairs to Honeywell 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	
	<b>E. CONTRACTOR REQUIREMENTS</b>		
7.	Bidders must be Honeywell ACI certified	X	
8.	At least three (3) qualified service technicians on staff with Honeywell AX/N4 and/or Enterprise Security Certification	X	
9.	Bidders have five (5) years of experience in Honeywell Access Controls Services and Repairs and possess all tools of the trade.	X	
10.	At least three (3) qualified service technicians on staff with at least five (5) years combined experience in Access Control Systems.	X	
11.	Bidders will keep a local service office within 50 miles of 305 Fountain Circle for the duration of this contract. (The City of Huntsville has the right to verify office during the duration of this contract.)	X	
	<b>F. RESPONSIBILITY OF THE CONTRACTOR</b>		
12.	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner. Any estimate of \$100,000 or more require the issuance of separate purchase order (PO) and cannot be performed under an established blanket PO. Projects with an estimate of \$100,000 or more shall require the provision of Performance Bond and Payment Bond.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
13.	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	
14.	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	
15.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	X	
16.	The contractor must provide competent workmen and supervision.	X	
17.	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	
18.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	X	
<b>G. BACKGROUND CHECKS</b>			
19.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	X	
<b>H. OSHA &amp; LOCK OUT TAG OUT</b>			
20.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	X	
<b>I. ADDITIONAL VENDOR REQUIREMENTS</b>			
21.	<b>Check-In/Check-Out</b> At the City's option, the contractor may be required to check-in or check-out using one of the following methods:	X	
	<ul style="list-style-type: none"> <li>a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service.</li> <li>b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service.</li> <li>c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.</li> </ul>		
22.	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	
23.	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	X	
<b>J. REPAIR STATUS, WHEN A DELAY</b>			
24.	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	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
25.	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	
	<b>K. EXECUTION OF WORK</b>		
26.	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 \$100,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	X	
27.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	X	
	<b>L. RESPONSE TIME</b>		
28.	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	
29.	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	
30.	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	X	
	<b>M. INSPECTION AND ACCEPTANCE</b>		
31.	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of General Services. General Services Management will approve a record of time and materials used for the job as maintained by the contractor, and state on the invoice that they inspected and accepted the work performed.	X	
	<b>N. CALL BACK SERVICES</b>		
32.	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized.	X	
	<b>O. ALLOWANCE OF IN-HOUSE WORK</b>		
33.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	X	
	<b>P. MATERIALS &amp; EQUIPMENT</b>		
34.	The City of Huntsville reserves the right to purchase and provide parts for installation.	X	
35.	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	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<p>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	
36.	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	
37.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	X	
	<b>Q. SUMMARY REPORT</b>		
38.	Using a Job Summary Report contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	X	
	<b>R. INVOICING</b>		
39.	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	
40.	<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> <ol style="list-style-type: none"> <li>1. Name and address of Contractor</li> <li>2. Invoice date</li> <li>3. Invoice #</li> <li>4. Bid Number</li> <li>5. Description, quantity, unit of measure, unit price and extended price of services performed for each location.</li> <li>6. Name, title, phone number and mailing address of person to be notified in event of a defective invoice.</li> <li>7. A job summary Report with Period of Performance and Work Order #</li> </ol>	X	
41.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>S. LABOR CHARGES</b>		
42.	The City does not pay overtime or holiday pay.	X	
43.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	X	
	<b>T. TRAVEL TIME</b>		
44.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	
	<b>U. HOUR ROUNDING</b>		
45.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	<b>V. EXCESS PROJECT AMOUNT</b>		
46.	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.	X	
	<b>W. FAILURE FORM</b>		
47.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	X	
48.	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification	X	
	<b>X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS</b>		
49.	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	X	
	<b>Y. TERMINATION FOR DEFAULT</b>		
50.	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	X	
	<b>Z. TERMINATION FOR CAUSE OR CONVENIENCE</b>		
51.	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	
52.	The chosen bidder shall be required to give the City of Huntsville 60 days' notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	X	
	<b>AA. 24 HOUR CONTACT</b>		
53.	Provide 3 contact names listing each 24-hour phone numbers.	X	
54.	Contact #1: Name: <b>Keiffer Burch</b> Phone Number(s): <b>256-758-9494</b>	X	
55.	Contact #2: Name: <b>Dillon Bratton</b> Phone Number(s): <b>256-424-2391</b>	X	
56.	Contact #3: Name: <b>Justin Boatman</b> Phone Number(s): <b>256-503-6468</b>	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>BB. REFERENCES</b>		
57.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.	X	
58.	Company Name: Pheonix Construction Contact Name: Ian Wolkowicz Address: 401 E Kilbourne Av Milwaukee WI 53202 Phone Number: 414-395-0312 E-mail Address: iwolkowicz@pheonixconstruct.com	X	
59.	Company Name: Twenty Lakes Holdings Contact Name: Tim Thomas Address: 300 Main St, Stamford, CT 06901 Phone Number: 443-829-2013 E-mail Address: tthomas@twentylake.com	X	
60.	Company Name: Tennessee Valley Authority Contact Name: Justin Meade Address: 3568 Cajun Rd, Huntsville, AL 35898 Phone Number: 865-237-3125 E-mail Address: jrmeade@tva.gov	X	

**APPENDIX D**  
**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:

611 W Manning St

Chattanooga, Tn. 37405

Telephone Number:

423-266-7200

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:

Jan 1984

Location of incorporation:

Chattanooga Tn

The corporation is held:

Publicly    Privately X

Names and titles of corporate officers:

Danny K. Daniel

Keith Trundle

Keiffer Burch

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. CONTRACTOR – PUBLIC CONTRACT WITH ENTITIES ENGAGING IN CERTAIN BOYCOTTING ACTIVITIES**

Alabama Legislative Act 2016-312, as adopted on May 5, 2016, prohibits Alabama governmental bodies from entering into contracts with commercial entities that participate in boycotts against nations or business organizations that Alabama citizens can otherwise trade with (members of the World Trade Organization or other countries with which the United States has free-trade agreements).

In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of

Jake Marshall Service, Inc.

I do hereby certify and represent that this

*(Insert Name of Business)*

business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

I, the undersigned, certify to the State of Alabama as follows:

- a. I am authorized to provide representation set out in this Certificate as the official and binding act of the Contractor and have knowledge of Alabama's Act 2016-312.
- b. In compliance with Act 2016-312, the Contractor is not currently engaged in, or will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

#### **5. 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 understands that this project is subject to Alabama Department of Transportation Alabama Standards Specifications, 2022 Editions, Section 600, Subitem 106.01(a)2a:

Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state, shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of domestic iron or steel products becomes impractical as a result of a national emergency, national strike or other cause, the awarding authority shall waive the above restriction. (b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

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



Signature of Proposer

Keiffer Burch

Print or Type Name of Proposer

6-5-2025

Date

Jake Marshall Service, Inc.

Legal Name of Firm

PO Box 4324

Mailing Address

Chattanooga, TN 37405

City State Zip Code

256-512-5900

Phone

Fax

kburch@jmservice.com

Email Address

jmservice.com

Website Address

**APPENDIX E**  
**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): \_\_\_\_\_  
(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: 62-1212159 TN
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): N AI. GM  
Type or legibly write name: Keiffer Burch Date: 6-5-2025



JAKEMAR-01

KSTEWART

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Athens Insurance 110 W. Washington Avenue Athens, TN 37303	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (423) 745-3062	<b>FAX (A/C, No):</b> (423) 745-8888
<b>INSURED</b>  Jake Marshall Service Inc. 611 West Manning Street Chattanooga, TN 37405	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Sentry Insurance	
	<b>INSURER B:</b> Bridgefield Casualty Ins. Co.	
	<b>INSURER C:</b> Crum & Forster Insurance Compa	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Data Compromise</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			A0180860	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A0180860	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			A0180860	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	196-56077	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Leased/Rented Equip</b>			A0180860	10/1/2024	10/1/2025	100,000 2,500
C	<b>Profess/Poll Liab</b>			PKC115684	10/1/2024	10/1/2025	1,000,000/2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Honeywell Access Control Services and Repairs Bid#52-2025-14

## CERTIFICATE HOLDER

## CANCELLATION

City Of Huntsville  
PO Box 308  
Huntsville, AL 35804

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# Jake Marshall Service, Inc.

LICENSED FOR ACCESS CONTROL WORK

Permit #

2022/2023-002136



Given this day by the  
Alabama Electronic Security  
Board of Licensure.

01/01/22

Date

12/31/23

Expires

*Michael R. Marshall*

Executive Director



## JAKE MARSHALL SERVICE, INC.

Entity Type: For-profit Corporation

Formed in: TENNESSEE

Term of Duration: Perpetual

Shares of Stock: 2,000

Status: Active

Control Number: 000146183

Initial Filing Date: 9/6/1984 4:30:00 PM

Fiscal Ending Month: September

AR Due Date: 01/01/2026

### Registered Agent

DANNY DANIEL

611 W MANNING ST

CHATTANOOGA, TN 37405

### Principal Office Address

611 W MANNING ST

CHATTANOOGA, TN 37405-3272

### Mailing Address

PO BOX 4324

CHATTANOOGA, TN 37405-0324

AR Standing: Good

RA Standing: Good

Other Standing: Good

Revenue Standing: Good

### History (44)

Type	Date	Tracking Number	Change History
2024 Annual Report for JAKE MARSHALL SERVICE, INC.	3/4/2025 7:13:16 AM	B2025004564	<ul style="list-style-type: none"><li>Annual Report Due Date changed from: 1/1/2025 to: 1/1/2026</li><li>Annual Report Status changed from: Delinquent to: Good</li><li>Officers Changed</li><li>NAICS changed</li></ul>
System Amendment for JAKE MARSHALL SERVICE, INC.	1/3/2025 2:06:02 AM		
Articles of Amendment for JAKE MARSHALL SERVICE, INC.	7/1/2024 3:25:00 PM	B1591-3635	
2023 Annual Report for JAKE MARSHALL SERVICE, INC.	12/26/2023 9:12:22 AM	B1483-4198	
2022 Annual Report for JAKE MARSHALL SERVICE, INC.	12/27/2022 7:43:15 AM	B1312-6209	
2021 Annual Report for JAKE MARSHALL SERVICE, INC.	2/3/2022 7:57:06 AM	B1155-7818	
System Amendment for JAKE MARSHALL SERVICE, INC.	1/12/2022 2:19:44 AM		
2020 Annual Report for JAKE MARSHALL SERVICE, INC.	10/6/2020 1:58:07 PM	B0931-8383	

2019 Annual Report for JAKE MARSHALL SERVICE, INC.	1/24/2020 9:38:47 AM	B0804-7636
System Amendment for JAKE MARSHALL SERVICE, INC.	1/4/2020 1:46:14 AM	
2018 Annual Report for JAKE MARSHALL SERVICE, INC.	11/23/2018 8:16:19 AM	B0618-7233
2017 Annual Report for JAKE MARSHALL SERVICE, INC.	12/11/2017 1:04:42 PM	B0462-8995
2016 Annual Report for JAKE MARSHALL SERVICE, INC.	12/30/2016 8:59:05 AM	B0328-4201
2015 Annual Report for JAKE MARSHALL SERVICE, INC.	10/20/2015 3:06:55 PM	B0160-4868
2014 Annual Report for JAKE MARSHALL SERVICE, INC.	1/5/2015 3:26:26 PM	B0035-2883
System Amendment for JAKE MARSHALL SERVICE, INC.	1/3/2015 3:05:14 AM	
2013 Annual Report for JAKE MARSHALL SERVICE, INC.	1/27/2014 1:47:29 PM	A0210-2304
System Amendment for JAKE MARSHALL SERVICE, INC.	1/3/2014 3:03:45 AM	
2012 Annual Report for JAKE MARSHALL SERVICE, INC.	9/14/2012 8:00:00 AM	A0144-1254
2011 Annual Report for JAKE MARSHALL SERVICE, INC.	12/20/2011 8:00:00 AM	A0097-1311
2010 Annual Report for JAKE MARSHALL SERVICE, INC.	1/19/2011 8:00:00 AM	A0054-0656
System Amendment for JAKE MARSHALL SERVICE, INC.	1/2/2011 3:00:09 AM	
2009 Annual Report for JAKE MARSHALL SERVICE, INC.	11/23/2009 1:41:32 PM	A0001-2956
2008 Annual Report for JAKE MARSHALL SERVICE, INC.	4/13/2009 12:07:58 AM	6513-2162
Notice of Determination for JAKE MARSHALL SERVICE, INC.	3/16/2009 12:03:11 AM	ROLL 6476

o Principal Postal Code changed from: 37405 to: 37405-3272

o Principal County changed from: No value to: Hamilton County



2007 Annual Report for JAKE MARSHALL SERVICE, INC.	11/27/2007 12:03:38 AM	6163-0003	
2006 Annual Report for JAKE MARSHALL SERVICE, INC.	3/15/2007 12:08:55 AM	5986-0440	
Notice of Determination for JAKE MARSHALL SERVICE, INC.	3/5/2007 12:02:53 AM	ROLL 5963	
2005 Annual Report for JAKE MARSHALL SERVICE, INC.	10/6/2005 12:09:08 AM	5577-0962	
2004 Annual Report for JAKE MARSHALL SERVICE, INC.	11/24/2004 12:04:21 AM	5288-0360	
2003 Annual Report for JAKE MARSHALL SERVICE, INC.	10/16/2003 12:04:47 AM	4938-0835	
2002 Annual Report for JAKE MARSHALL SERVICE, INC.	11/6/2002 12:03:54 AM	4646-0399	
2001 Annual Report for JAKE MARSHALL SERVICE, INC.	10/19/2001 12:40:56 AM	4325-0591	
2000 Annual Report for JAKE MARSHALL SERVICE, INC.	10/11/2000 12:03:43 AM	4025-0814	
Notice of Determination for JAKE MARSHALL SERVICE, INC.	3/19/1999 12:06:01 AM	ROLL 3651	
CMS Annual Report Update for JAKE MARSHALL SERVICE, INC.	2/2/1998 12:02:14 AM	3445-2767	<ul style="list-style-type: none"> <li>o Registered Agent Physical Address Change</li> <li>o Registered Agent Changed</li> </ul>
CMS Annual Report Update for JAKE MARSHALL SERVICE, INC.	4/8/1993 12:03:33 AM	2680-0281	<ul style="list-style-type: none"> <li>o Principal Address Changed</li> </ul>
Notice of Determination for JAKE MARSHALL SERVICE, INC.	3/22/1993 12:05:43 AM	ROLL 2665	
Articles of Amendment for JAKE MARSHALL SERVICE, INC.	9/6/1990 12:00:52 AM	1918-0527	<ul style="list-style-type: none"> <li>o Registered Agent Physical Address Change</li> <li>o Registered Agent Changed</li> </ul>
Administrative Amendment for JAKE MARSHALL SERVICE, INC.	10/3/1989 12:01:04 AM	1470-0713A	<ul style="list-style-type: none"> <li>o Mail Address Changed</li> </ul>
Notice of Determination for JAKE MARSHALL SERVICE, INC.	3/31/1989 12:47:49 AM	ROLL 1213	
Notice of Determination for JAKE MARSHALL SERVICE, INC.	8/31/1988 12:09:01 AM	ROLL NO 935	

Articles of Amendment for JAKE MARSHALL SERVICE, INC.	4/11/1988 12:01:30 AM	802-0622
Initial Filing for JAKE MARSHALL SERVICE, INC.	9/6/1984 12:01:53 AM	490 02345



Company ID Number: 494985



Approved by:

<b>Employer</b> JAKE MARSHALL SERVICE, INC.	
<b>Name (Please Type or Print)</b> PENNY G GAMBLE	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/25/2012
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/25/2012



Company ID Number: 494985

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
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 494985



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

TN

1



**Company ID Number:** 494985

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

Name	Mandi E Miller
Phone Number	4232667200
Fax	4234211771
Email	mmiller@imservice.com



Company ID Number: 494985



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:** 6/9/25  
**FROM:** John Lang **DEPT:** General Services  
**BID #:** 53-2025-14 **COMMODITY/SERVICE:** Honeywell HVAC Control Svc. & R

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

**RECOMMENDATION:** The General Services Department recommends Jake Marshall Service, Inc. for the Honeywell HVAC Control Svc. & Repairs Bid.

DESCRIPTION	PRICE	UOM	COMMENT
Technician	\$104	/hour	
Helper	\$64	/hour	
Design Engineering	\$79	/hour	
Drafting/Graphics Design	\$74	/hour	

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

### APPROVALS:

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

**John Lang** Digitally signed by John Lang  
Date: 2025.06.09 08:03:19 -05'00'

Department Head

Date

**Tamara M Yancy** Digitally signed by Tamara M  
Yancy  
Date: 2025.06.09 09:17:00 -05'00'

6.9.2025

Procurement Manager

Date

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





# HUNTSVILLE

Finance Department  
Procurement Services Division

## CERTIFICATE OF COMPLIANCE

Pursuant to Code of Alabama, 1975 ("Code"), Section 39-5-1(b), the City of Huntsville, Alabama does hereby certify that the agreement by and between the City of Huntsville and

Jake Marshall Service, Inc. \_\_\_\_\_ in the approximate  
(Vendor/Contractor Name)

amount of As Required for Honeywell HVAC Control Services & Repairs  
(Contract Amount) (Project Name)

to be awarded June 26, 2025,  
(Council Date)

is let in compliance with the Code, Title 39 and all other applicable provisions of law; and, only for purposes of a civil action as referenced in Code Section 39-5-1(a), the issuance of this certificate shall constitute a presumption that the contract was let in accordance with the laws.

City of Huntsville, Alabama

BY: **Penny L Smith** Digitally signed by Penny L Smith  
Date: 2025.06.11 02:20:02 -05'00'  
Penny L. Smith, CPA, CGFM, CGMA

Its: Director of Finance

Date: 06/10/2025

## APPENDIX B

### BID PROPOSAL AND 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 A-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.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama).

In the event a project requires a work item(s) not specified herein, the successful contractor shall submit to the City of Huntsville a description of the additional work items required and the proposed additional charges for such work, which shall be reviewed by the City of Huntsville for content and costs approval. At such time that unspecified work items are discovered at the site, all work shall cease on that particular project until final approval is obtained from the City of Huntsville.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, Procurement Services Division, P.O. Box 308, Huntsville, Alabama 35804.

The undersigned bidder understands that the contract for this specific periodic contract is one (1) year from the date of award, with services provided on an as-needed basis. The City of Huntsville reserves the right to extend the contract for up to two (2) additional one (1) year terms. Yearly renewals are at the discretion of the City of Huntsville and are subject to the availability of funds. Notification of yearly renewal shall be by written letter from the City of Huntsville.

Each project to be performed within this contract will require a separate work authorization and purchase

order from City of Huntsville. Beginning and end dates for each project will be stated and shall be signed by contractor accepting the terms for each work authorization. Bid prices shall remain firm for the entire length of the contract. Any price increase imposed during the extended contract period shall be in exact increments of any increase imposed by the contractor's supplier. Written verification of any such increase must be submitted to the City of Huntsville for consideration and approval prior to any costs being incurred. If an agreement cannot be reached concerning any such price increases, the City of Huntsville reserves the right to cancel the contract.

The City of Huntsville will direct and approve the work element and the quantities required for each project location and will compute the overall cost for each element of work and their respective quantities.

**THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:**

All bonds must be approved by the Mayor and the Clerk of the City of Huntsville. Within fifteen (15) days of the purchase order issuance date, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence upon issuance of a purchase order, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding \$10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

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

**Total Base** (Based on estimated quantities) **\$ 321,000.00**

Description	Hourly Rate	Estimated Annual Quantity	Subtotal
Technician, per hour	\$ 104.00	1,000 HRS	\$ 104,000.00
Helper, per hour	\$ 64.00	1,000 HRS	\$ 64,000.00
Design Engineering	\$ 79.00	1,000 HRS	\$ 79,000.00
Drafting/Graphics Design	\$ 74.00	1,000 HRS	\$ 74,000.00
<b>TOTAL</b>			<b>\$ 321,000.00</b>

**Note 1:** Estimated hours shall be used for evaluation purposes only to aid in determining the lowest responsible bidder. Actual amounts will be subject purchase orders issued.

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



Signature of the Proposer

Keiffer Burch

Print or Type Name of Proposer

6-5-2025

Date

Jake Marshall Service, Inc.

Legal Name of Firm

10422 Hwy 36E

Mailing Address

Lacey's Spring, Al. 35754

City, State, Zip Code

kburch@jmservice.com

Email Address

**APPENDIX C  
DETAILED REQUIREMENTS**

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>A. NOTICE TO BIDDERS</b>		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	X	
	<b>B. LAW AND REGULATIONS</b>		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	X	
	<b>C. LICENSES, APPROVALS, PERMITS, ETC.</b>		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	X	
	<b>D. SCOPE OF SERVICES</b>		
4.	The contract shall be a fixed labor rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	X	
5.	The successful bidder will be required to perform new installs, maintenance, preventative maintenance and repairs to Honeywell HVAC 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	
	<b>E. CONTRACTOR REQUIREMENTS</b>		
7.	Bidders must be Honeywell ACI certified with preferred experience in Alerton and Trane Systems.	X	
8.	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	
9.	Bidders have five (5) years of experience in Honeywell HVAC Controls Services and Repairs and possess all tools of the trade.	X	
10.	At least three (3) qualified service technicians on staff with at least five (5) years combined experience in HVAC Control Systems.	X	
11.	Service facility must be located within 50 miles of Huntsville City Hall (305 Fountain Circle; Huntsville, AL 35801)	X	
	<b>F. RESPONSIBILITY OF THE CONTRACTOR</b>		
12.	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner. Any estimate of \$100,000 or more require the issuance of separate purchase order (PO) and cannot be performed under an established blanket PO. Projects with an estimate of \$100,000 or more shall require the provision of Performance Bond and Payment Bond.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
13.	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	
14.	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	
15.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	X	
16.	The contractor must provide competent workmen and supervision.	X	
17.	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	
18.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	X	
<b>G. BACKGROUND CHECKS</b>			
19.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	X	
<b>H. OSHA &amp; LOCK OUT TAG OUT</b>			
20.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	X	
<b>I. ADDITIONAL VENDOR REQUIREMENTS</b>			
21.	<b>Check-In/Check-Out</b> At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	X	
22.	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	
23.	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	X	
<b>J. REPAIR STATUS, WHEN A DELAY</b>			
24.	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	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
25.	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	
<b>K. EXECUTION OF WORK</b>			
26.	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 \$100,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	X	
27.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	X	
<b>L. RESPONSE TIME</b>			
28.	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	
29.	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	
30.	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	X	
<b>M. INSPECTION AND ACCEPTANCE</b>			
31.	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of General Services. General Services Management will approve a record of time and materials used for the job as maintained by the contractor, and state on the invoice that they inspected and accepted the work performed.	X	
<b>N. CALL BACK SERVICES</b>			
32.	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized.	X	
<b>O. ALLOWANCE OF IN-HOUSE WORK</b>			
33.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	X	
<b>P. MATERIALS &amp; EQUIPMENT</b>			
34.	The City of Huntsville reserves the right to purchase and provide parts for installation.	X	
35.	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	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<p>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	
36.	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	
37.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	X	
<b>Q. SUMMARY REPORT</b>			
38.	Using a Job Summary Report contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	X	
<b>R. INVOICING</b>			
39.	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	
40.	<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> <ol style="list-style-type: none"> <li>1. Name and address of Contractor</li> <li>2. Invoice date</li> <li>3. Invoice #</li> <li>4. Bid Number</li> <li>5. Description, quantity, unit of measure, unit price and extended price of services performed for each location.</li> <li>6. Name, title, phone number and mailing address of person to be notified in event of a defective invoice.</li> <li>7. A job summary Report with Period of Performance and Work Order #</li> </ol>	X	
41.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	X	



Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>S. LABOR CHARGES</b>		
42.	The City does not pay overtime or holiday pay.	X	
43.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	X	
	<b>T. TRAVEL TIME</b>		
44.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	
	<b>U. HOUR ROUNDING</b>		
45.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	<b>V. EXCESS PROJECT AMOUNT</b>		
46.	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.	X	
	<b>W. FAILURE FORM</b>		
47.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	X	
48.	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification	X	
	<b>X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS</b>		
49.	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	X	
	<b>Y. TERMINATION FOR DEFAULT</b>		
50.	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	X	
	<b>Z. TERMINATION FOR CAUSE OR CONVENIENCE</b>		
51.	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	
52.	The chosen bidder shall be required to give the City of Huntsville 60 days' notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	X	
	<b>AA. 24 HOUR CONTACT</b>		
53.	Provide 3 contact names listing each 24-hour phone numbers.	X	
54.	Contact #1: Name: Keiffer Burch Phone Number(s): 256-758-9494	X	
55.	Contact #2: Name: Dillon Bratton Phone Number(s): 256-424-2391	X	
56.	Contact #3: Name: Justin Boatman Phone Number(s): 256-503-6468	X	
	<b>BB. REFERENCES</b>		

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
57.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.	X	
58.	Company Name: <b>Pheonix Construction</b> Contact Name: <b>Ian Wolkowicz</b> Address: <b>401 E Kilbourne Av Milwaukee WI 53202</b> Phone Number: <b>414-395-0312</b> E-mail Address: <b>iwolkowicz@pheonixconstruct.com</b>	X	
59.	Company Name: <b>Twenty Lakes Holdings</b> Contact Name: <b>Tim Thomas</b> Address: <b>300 Main St, Stamford, CT 06901</b> Phone Number: <b>443-829-2013</b> E-mail Address: <b>tthomas@twentylake.com</b>	X	
60.	Company Name: <b>Tennessee Valley Authority</b> Contact Name: <b>Justin Meade</b> Address: <b>3568 Cajun Rd, Huntsville, Al 35898</b> Phone Number: <b>865-237-3125</b> E-mail Address: <b>jrmeade@tva.gov</b>	X	

**APPENDIX D  
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:

611 W Manning St

Chattanooga, Tn. 37405

Telephone Number:

423-266-7200

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:

Jan 1984

Location of incorporation:

Chattanooga, Tennessee

The corporation is held:

Publicly \_\_\_ Privately X

Names and titles of corporate officers:

Danny K. Daniel President

Partnership Statement

If a partnership, answer the following:

Date of organization: N/A  
Location of organization: N/A  
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: N/A  
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. CONTRACTOR – PUBLIC CONTRACT WITH ENTITIES ENGAGING IN CERTAIN BOYCOTTING ACTIVITIES**

Alabama Legislative Act 2016-312, as adopted on May 5, 2016, prohibits Alabama governmental bodies from entering into contracts with commercial entities that participate in boycotts against nations or business organizations that Alabama citizens can otherwise trade with (members of the World Trade Organization or other countries with which the United States has free-trade agreements).

In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of

Jake Marshall Service, Inc.

I do hereby certify and represent that this

*(Insert Name of Business)*

business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

I, the undersigned, certify to the State of Alabama as follows:

- a. I am authorized to provide representation set out in this Certificate as the official and binding act of the Contractor and have knowledge of Alabama's Act 2016-312.
- b. In compliance with Act 2016-312, the Contractor is not currently engaged in, or will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

#### **5. 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 understands that this project is subject to Alabama Department of Transportation Alabama Standards Specifications, 2022 Editions, Section 600, Subitem 106.01(a)2a:

Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state, shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of domestic iron or steel products becomes impractical as a result of a national emergency, national strike or other cause, the awarding authority shall waive the above restriction. (b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

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



Signature of Proposer

Keiffer Burch

Print or Type Name of Proposer

6-5-2025

Date

Jake Marshall Service, Inc.

Legal Name of Firm

PO Box 4324

Mailing Address

Chattanooga, TN 37405

City State Zip Code

423-266-7200

Phone

Fax

kburch@jmservice.com

Email Address

jmservice.com

Website Address

## APPENDIX E 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): \_\_\_\_\_  
(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.)

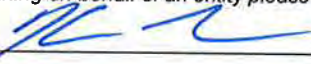
**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

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: 62-1212159 TN
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): N AI. GM

Type or legibly write name: Keiffer Burch Date: 6-5-25





JAKEMAR-01

KSTEWART

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Athens Insurance 110 W. Washington Avenue Athens, TN 37303	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (A/C, No, Ext): (423) 745-3062	<b>FAX</b> (A/C, No): (423) 745-8888
<b>INSURED</b>  Jake Marshall Service Inc. 611 West Manning Street Chattanooga, TN 37405	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : Sentry Insurance</b>	<b>NAIC #</b> 24988
	<b>INSURER B : Bridgefield Casualty Ins. Co.</b>	10335
	<b>INSURER C : Crum &amp; Forster Insurance Compa</b>	42471
	<b>INSURER D :</b>	
<b>INSURER E :</b>		
<b>INSURER F :</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Data Compromise  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			A0180860	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A0180860	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			A0180860	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	196-56077	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip			A0180860	10/1/2024	10/1/2025	100,000 2,500
C	Profess/Poll Liab			PKC115684	10/1/2024	10/1/2025	1,000,000/2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Honeywell HVAC Control Services and Repairs Bid#53-2025-14

## CERTIFICATE HOLDER

## CANCELLATION

City Of Huntsville  
PO Box 308  
Huntsville, AL 35804

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## JAKE MARSHALL SERVICE, INC.

Entity Type: For-profit Corporation  
Formed in: TENNESSEE  
Term of Duration: Perpetual  
Shares of Stock: 2,000

Status: Active  
Control Number: 000146183  
Initial Filing Date: 9/6/1984 4:30:00 PM  
Fiscal Ending Month: September  
AR Due Date: 01/01/2026

### Registered Agent

DANNY DANIEL  
611 W MANNING ST  
CHATTANOOGA, TN 37405

### Principal Office Address

611 W MANNING ST  
CHATTANOOGA, TN 37405-3272

### Mailing Address

PO BOX 4324  
CHATTANOOGA, TN 37405-0324

AR Standing: Good

RA Standing: Good

Other Standing: Good

Revenue Standing: Good

### History (44)

Type	Date	Tracking Number	Change History
2024 Annual Report for JAKE MARSHALL SERVICE, INC.	3/4/2025 7:13:16 AM	B2025004564	<ul style="list-style-type: none"><li>Annual Report Due Date changed from: 1/1/2025 to: 1/1/2026</li><li>Annual Report Status changed from: Delinquent to: Good</li><li>Officers Changed</li><li>NAICS changed</li></ul>
System Amendment for JAKE MARSHALL SERVICE, INC.	1/3/2025 2:06:02 AM		
Articles of Amendment for JAKE MARSHALL SERVICE, INC.	7/1/2024 3:25:00 PM	B1591-3635	
2023 Annual Report for JAKE MARSHALL SERVICE, INC.	12/26/2023 9:12:22 AM	B1483-4198	
2022 Annual Report for JAKE MARSHALL SERVICE, INC.	12/27/2022 7:43:15 AM	B1312-6209	
2021 Annual Report for JAKE MARSHALL SERVICE, INC.	2/3/2022 7:57:06 AM	B1155-7818	
System Amendment for JAKE MARSHALL SERVICE, INC.	1/12/2022 2:19:44 AM		
2020 Annual Report for JAKE MARSHALL SERVICE, INC.	10/6/2020 1:58:07 PM	B0931-8383	

2019 Annual Report for JAKE MARSHALL SERVICE, INC.	1/24/2020 9:38:47 AM	B0804-7636
System Amendment for JAKE MARSHALL SERVICE, INC.	1/4/2020 1:46:14 AM	
2018 Annual Report for JAKE MARSHALL SERVICE, INC.	11/23/2018 8:16:19 AM	B0618-7233
2017 Annual Report for JAKE MARSHALL SERVICE, INC.	12/11/2017 1:04:42 PM	B0462-8995
2016 Annual Report for JAKE MARSHALL SERVICE, INC.	12/30/2016 8:59:05 AM	B0328-4201
2015 Annual Report for JAKE MARSHALL SERVICE, INC.	10/20/2015 3:06:55 PM	B0160-4868
2014 Annual Report for JAKE MARSHALL SERVICE, INC.	1/5/2015 3:26:26 PM	B0035-2883
System Amendment for JAKE MARSHALL SERVICE, INC.	1/3/2015 3:05:14 AM	
2013 Annual Report for JAKE MARSHALL SERVICE, INC.	1/27/2014 1:47:29 PM	A0210-2304
System Amendment for JAKE MARSHALL SERVICE, INC.	1/3/2014 3:03:45 AM	
2012 Annual Report for JAKE MARSHALL SERVICE, INC.	9/14/2012 8:00:00 AM	A0144-1254
2011 Annual Report for JAKE MARSHALL SERVICE, INC.	12/20/2011 8:00:00 AM	A0097-1311
2010 Annual Report for JAKE MARSHALL SERVICE, INC.	1/19/2011 8:00:00 AM	A0054-0656
System Amendment for JAKE MARSHALL SERVICE, INC.	1/2/2011 3:00:09 AM	
2009 Annual Report for JAKE MARSHALL SERVICE, INC.	11/23/2009 1:41:32 PM	A0001-2956
2008 Annual Report for JAKE MARSHALL SERVICE, INC.	4/13/2009 12:07:58 AM	6513-2162
Notice of Determination for JAKE MARSHALL SERVICE, INC.	3/16/2009 12:03:11 AM	ROLL 6476

o Principal Postal Code changed from: 37405 to: 37405-3272

o Principal County changed from: No value to: Hamilton County

2007 Annual Report for JAKE MARSHALL SERVICE, INC.	11/27/2007 12:03:38 AM	6163-0003	
2006 Annual Report for JAKE MARSHALL SERVICE, INC.	3/15/2007 12:08:55 AM	5986-0440	
Notice of Determination for JAKE MARSHALL SERVICE, INC.	3/5/2007 12:02:53 AM	ROLL 5963	
2005 Annual Report for JAKE MARSHALL SERVICE, INC.	10/6/2005 12:09:08 AM	5577-0962	
2004 Annual Report for JAKE MARSHALL SERVICE, INC.	11/24/2004 12:04:21 AM	5288-0360	
2003 Annual Report for JAKE MARSHALL SERVICE, INC.	10/16/2003 12:04:47 AM	4938-0835	
2002 Annual Report for JAKE MARSHALL SERVICE, INC.	11/6/2002 12:03:54 AM	4646-0399	
2001 Annual Report for JAKE MARSHALL SERVICE, INC.	10/19/2001 12:40:56 AM	4325-0591	
2000 Annual Report for JAKE MARSHALL SERVICE, INC.	10/11/2000 12:03:43 AM	4025-0814	
Notice of Determination for JAKE MARSHALL SERVICE, INC.	3/19/1999 12:06:01 AM	ROLL 3651	
CMS Annual Report Update for JAKE MARSHALL SERVICE, INC.	2/2/1998 12:02:14 AM	3445-2767	<ul style="list-style-type: none"> <li>o Registered Agent Physical Address Change</li> <li>o Registered Agent Changed</li> </ul>
CMS Annual Report Update for JAKE MARSHALL SERVICE, INC.	4/8/1993 12:03:33 AM	2680-0281	<ul style="list-style-type: none"> <li>o Principal Address Changed</li> </ul>
Notice of Determination for JAKE MARSHALL SERVICE, INC.	3/22/1993 12:05:43 AM	ROLL 2665	
Articles of Amendment for JAKE MARSHALL SERVICE, INC.	9/6/1990 12:00:52 AM	1918-0527	<ul style="list-style-type: none"> <li>o Registered Agent Physical Address Change</li> <li>o Registered Agent Changed</li> </ul>
Administrative Amendment for JAKE MARSHALL SERVICE, INC.	10/3/1989 12:01:04 AM	1470-0713A	<ul style="list-style-type: none"> <li>o Mail Address Changed</li> </ul>
Notice of Determination for JAKE MARSHALL SERVICE, INC.	3/31/1989 12:47:49 AM	ROLL 1213	
Notice of Determination for JAKE MARSHALL SERVICE, INC.	8/31/1988 12:09:01 AM	ROLL NO 935	

Articles of Amendment for JAKE MARSHALL SERVICE, INC.	4/11/1988 12:01:30 AM	802-0622
Initial Filing for JAKE MARSHALL SERVICE, INC.	9/6/1984 12:01:53 AM	490 02345



Company ID Number: 494985

Approved by:

<b>Employer</b> JAKE MARSHALL SERVICE, INC.	
<b>Name (Please Type or Print)</b> PENNY G GAMBLE	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/25/2012
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/25/2012



Company ID Number: 494985

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
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 494985



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

TN

1



**Company ID Number:** 494985

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

Name	Mandi E Miller
Phone Number	4232667200
Fax	4234211771
Email	mmiller@imservice.com





# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** Tamara Yancy **DATE:** June 6, 2025  
**FROM:** Kerri Bevilacqua **DEPT:** WPC  
**BID #:** 54-2025-76 **COMMODITY/SERVICE:** Sanitary Sewer Maint. Supplies

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** \_\_\_\_\_

**RECOMMENDATION:** The Water Pollution Control department recommends award of this bid to the overall low bidder, P & H Supply Co, Inc.

DESCRIPTION	PRICE	UOM	COMMENT
Grand Total for All Items:	55,196.37		
(See attached Bidder Pricing Form for itemized list of items and pricing per item)			
Discount Percentage Off List Price for Related Bid	5%		
Items Not Listed:			

**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.

**Randall Stewart** Digitally signed by Randall Stewart  
Date: 2025.06.09 15:57:28 -05'00'

Department Head

Date

**Tamara M Yancy** Digitally signed by Tamara M  
Yancy  
Date: 2025.06.10 13:05:15 -05'00'

6.10.2025

Procurement Manager

Date

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

## 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:** \_\_\_\_\_

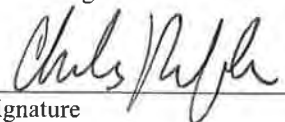
**See separate file in BidNet Direct, Sanitary Sewer Maintenance Supplies Pricing Form  
2025.xlsx**

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

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

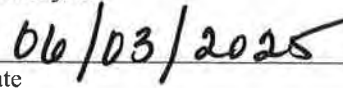
P & H Supply Co., Inc.

Printed legal name of Bidder

  
Signature

Charles Rumfola CFO

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

  
Date

# Sanitary Sewer Maintenance Supplies

Bid #54-2025-76

Issued: May 14 2025

ITEM #	DESCRIPTION	UNIT	UNIT COST
<b>1.0 Sewer Hose</b>			
<b>1.01</b>	<b>Piranha Sewer Hose</b>		
	1", 2500 PSI Orange, 500'	Roll	1,535.00
	1", 3000 PSI Blue, 500'	Roll	1,670.00
<b>1.02</b>	<b>Water Fill Hose Assembly</b>		
	2 1/2" x 25" Complete	Each	237.00
<b>1.03</b>	<b>Leader Hose</b>		
	1" X 15' 3000 PSI	Each	175.00
<b>1.04</b>	<b>Hose Accessories</b>		
	3" X 3' Tigertail Kit	Each	49.00
	Heavy Duty Top Roller	Each	239.40
	Mender 1" Sewage for Piranha Hose	Each	18.69
	Hose End 1" Male Sewage for Piranha Hose	Each	18.40
	Hose End 1" Female Sewage for Piranha Hose	Each	49.47
	1" Swivel Joint w/Grease Fitting	Each	445.50
	1" Swivel Rebuild Kit	Each	66.00
	Adapt, Hyd , 16NPTF x 16NPTF SWV ST	Each	16.50
	Adapt, Hyd , 16NPTF x 16NPTF SWV 45	Each	29.20
	Reducer 1" F NPT to 1-1/2" M NST	Each	24.00
<b>2.0 Jet Nozzles</b>			
<b>2.01</b>	<b>Jet Nozzles</b>		
	Warthog WG-1	Each	2,160.00
	Warthog WGP-1	Each	3,037.00
	Warthog WGR Magnum	Each	3,381.00
	Warthog WGR Switcher	Each	4,455.00
	USB Super Cycle Nozzle 3D for 1" Hose (3000)	Each	1,730.90
	USB Rocket Nozzle 3D for 1" Hose (1121)	Each	1,055.45
	USB Chisel Nozzle for 1" Hose (1318)	Each	923.40
	USB Radial Chisel Nozzle for 1" Hose (1313)	Each	1,344.25
	USB Standard Nozzle for 1" Hose (1256)	Each	279.30
<b>2.02</b>	<b>Jet Nozzle Accessories</b>		
	WG 600 Service Kit	Each	81.00
	WG 602 Seal Kit	Each	N/A
	WG 610 Overhaul Kit	Each	223.00
	WG 612 Tool Kit	Each	58.00
	WGR 600 Service Kit	Each	302.00
	WGR 601 Fluid Kit	Each	110.00
	WGR 602 HP Seal Kit	Each	311.00
	WGR 610 Overhaul Kit	Each	308.00
	WGR 612 Tool Kit	Each	656.00
	1" x 12" 4-Wire Nozzle Extension 1"	Each	100.80
<b>3.0 Root Saws</b>			
<b>3.01</b>	<b>Root Saw Motors</b>		
	Mainline Motor w/Tail Nozzle	Each	1,338.00
	Lateral Motor w/Tail Nozzle	Each	983.00

ITEM #	DESCRIPTION	UNIT	UNIT COST
<b>3.02</b>	<b>Root Saws</b>		
	4" HD Concave Root Saw	Each	149.40
	6" HD Concave Root Saw	Each	180.00
	8" HD Concave Root Saw	Each	196.20
	10" HD Concave Root Saw	Each	221.40
	12" HD Concave Root Saw	Each	246.60
	15" HD Concave Root Saw	Each	316.80
	18" HD Concave Root Saw	Each	356.40
	20" HD Concave Root Saw	Each	383.40
	4" HD Flat Root Saw	Each	149.40
	6" HD Flat Root Saw	Each	180.00
	8" HD Flat Root Saw	Each	196.20
	10" HD Flat Root Saw	Each	221.40
	12" HD Flat Root Saw	Each	246.60
	15" HD Flat Root Saw	Each	316.80
	18" HD Flat Root Saw	Each	356.40
	20" HD Flat Root Saw	Each	383.40
<b>3.03</b>	<b>Wire Brushes</b>		
	CAK Tool Kit	Each	525.00
	CAK Tool Bore Cutter	Each	95.00
	CAK Tool Cable Cutter 4"	Each	44.08
	CAK Tool Cable Cutter 6"	Each	46.28
	CAK Tool Cable Cutter 8"	Each	48.42
	CAK Tool Cable Cutter 10"	Each	51.17
	CAK Tool Cable Cutter 12"	Each	58.78
	CAK Tool Cable Cutter 16"	Each	62.47
	CAK Tool Cable Cutter 18"	Each	66.14
	CAK Tool Cable Cutter 20"	Each	71.32
	CAK Tool Cable Cutter 24"	Each	120.20
	CAK Tool Cable Cutter 30"	Each	131.26
<b>3.04</b>	<b>Root Saw Accessories</b>		
	Mainline Motor Seal Kit	Each	219.00
	Lateral Motor Seal Kit	Each	219.00
	Mainline Motor Thrust Bearing	Each	175.00
	Lateral Motor Thrust Bearing	Each	175.00
	1" Saw Blade Hub	Each	40.50
<b>4.0 Vac Truck</b>			
<b>4.01</b>	<b>Vactor Style Tubes w/Aluminum Flanges</b>		
	8" X 12"	Each	132.00
	8" X 18"	Each	132.00
	8" X 24"	Each	132.00
	8" X 28"	Each	158.65
	8" X 30"	Each	158.65
	8" X 36"	Each	158.65
	8" X 48"	Each	165.68
	8" X 60"	Each	165.68
	8" X 70"	Each	177.75
	8" X 72"	Each	177.75
	8" X 78"	Each	190.77

ITEM #	DESCRIPTION	UNIT	UNIT COST
	8" X 80"	Each	210.77
	8" X 82"	Each	210.77
	8" X 84"	Each	210.77
	8" X 90"	Each	223.80
	8" X 96"	Each	223.80
	8" X 102"	Each	236.95
	8" X 120"	Each	250.50
<b>4.02</b>	<b>Vactor Style Catch Basin Tubes w/Aluminum Flanges</b>		
	8" X 24"	Each	210.17
	8" X 36"	Each	223.21
	8" X 48"	Each	236.25
	8" X 60"	Each	249.30
	8" X 72"	Each	262.35
<b>4.03</b>	<b>Accessories</b>		
	Heavy Duty Wash Down Gun	Each	394.00
	Vactor Style Flanged Transition Reducer 8" to 6"	Each	82.51
	Vactor Style Hose End Weldment 6"	Each	106.67
	Vactor Style Hose End Weldment 8"	Each	130.67
	Vactor Style Quick Clamp w/Trimline Handle 8"	Each	45.00
<b>5.0 Rod Machine</b>			
<b>5.01</b>	<b>Rods</b>		
	5/16" x 39" Sewer Rod Complete w/Coupling	Each	20.00
<b>5.02</b>	<b>Saws</b>		
	4" HD Concave Root Saw for 5/16" Rod	Each	154.80
	6" HD Concave Root Saw for 5/16" Rod	Each	184.50
	8" HD Concave Root Saw for 5/16" Rod	Each	201.60
	10" HD Concave Root Saw for 5/16" Rod	Each	225.90
	12" HD Concave Root Saw for 5/16" Rod	Each	257.40
	15" HD Concave Root Saw for 5/16" Rod	Each	289.80
	18" HD Concave Root Saw for 5/16" Rod	Each	324.90
	20" HD Concave Root Saw for 5/16" Rod	Each	378.00
	4" HD Flat Root Saw for 5/16" Rod	Each	154.80
	6" HD Flat Root Saw for 5/16" Rod	Each	184.50
	8" HD Flat Root Saw for 5/16" Rod	Each	201.60
	10" HD Flat Root Saw for 5/16" Rod	Each	225.90
	12" HD Flat Root Saw for 5/16" Rod	Each	257.40
	15" HD Flat Root Saw for 5/16" Rod	Each	289.80
	18" HD Flat Root Saw for 5/16" Rod	Each	324.90
	20" HD Flat Root Saw for 5/16" Rod	Each	378.00
<b>5.03</b>	<b>Porcupine</b>		
	4" Porcupine Turn Type for 5/16" Rod	Each	287.10
	6" Porcupine Turn Type for 5/16" Rod	Each	434.70
	8" Porcupine Turn Type for 5/16" Rod	Each	569.70
	10" Porcupine Turn Type for 5/16" Rod	Each	622.80
	12" Porcupine Turn Type for 5/16" Rod	Each	719.10
	15" Porcupine Turn Type for 5/16" Rod	Each	945.90
	18" Porcupine Turn Type for 5/16" Rod	Each	1,234.80
<b>5.04</b>	<b>Accessories</b>		
	Pick Up Tool for 5/16" Rod	Each	39.00

ITEM #	DESCRIPTION	UNIT	UNIT COST
	5/16" Assembly Wrench	Each	40.00
	5/16" Assembly Turning Handle	Each	69.30
	5/16" Adapter Rod	Each	11.00
	5/16" Adapter Rod Super Short	Each	11.00
	HD Root Saw Coupling for 5/16" Rod	Each	22.00
<b>6.0 Miscellaneous</b>			
<b>6.01</b>	<b>Tools</b>		
	Hydrant Wrench	Each	35.00
	Chopper for Fiberglass Poles	Each	117.00
	6' Fiberglass Poles	Each	70.00
	Camera Gaffing Hook for Fiberglass Poles	Each	122.40
	Fiberglass Poles 6' Male x Female	Each	70.00
	Wash Down Nozzle	Each	25.00
	Sewage Machine w/Wheels for Piranha Hose	Each	1,048.00
	1" Die Set	Each	180.00
	1" Pusher Plate	Each	128.63
	1" Female Pusher	Each	128.63
	Smooth PVC Coated Gloves-Large	Box	149.28
	Smooth PVC Coated Gloves-Extra Large	Box	149.28
<b>6.02</b>	<b>Clam Shovels</b>		
	6' Handy Clam w/Small 12" Bucket	Each	371.70
	8' Handy Clam w/Small 12" Bucket	Each	394.20
	10' Handy Clam w/Small 12" Bucket	Each	453.60
	12' Handy Clam w/Small 12" Bucket	Each	541.80
	18' Handy Clam w/Small 12" Bucket	Each	695.70
	20' Handy Clam w/Small 12" Bucket	Each	773.10
	25' Handy Clam w/Small 12" Bucket	Each	913.50
<b>6.03</b>	<b>Clam Shovel Repair Parts</b>		
	Complete Handle Assembly	Each	112.50
	6" Buckets	Each	N/A
	12" Buckets	Each	130.50
	16" Buckets	Each	148.50
	Upper Draw Tube	Each	180.00
	Lower Draw Tube	Each	135.00
	Lower Draw Inner Tube	Each	47.50
	Draw Tube Spring	Each	99.00

**GRAND TOTAL: \$55,196.37**

**DISCOUNT PERCENTAGE OFF LIST PRICE FOR RELATED BID ITEMS NOT LISTED: 5.00%**

This Price Bid Form is hereby submitted by the undersigned:	
<u>P &amp; H Supply Co., Inc</u>	<u>Charles Rumfo</u>
Printed legal name of Bidder	Printed name of individual/corporate officer/general partner/joint venturer AND Title
<u>Chris Neph</u>	<u>06/03/2025</u>
Signature	Date

## **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.

- 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   X   YES        NO

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

**1. BIDDER INFORMATION**

Business Organization

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

P & H Supply Co., Inc.

Doing-Business-As Name of Proposer:

Principal Office Address:

10898 North Dual

Baton Rouge, La. 70814

Telephone Number:

800-836-8705

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:

04/11/1994

Location of incorporation:

The corporation is held:

Publicly        Privately X

Names and titles of corporate officers:

Charles Rumfola CFO

Marsha Gehegan Secretary



**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:

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**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:

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**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

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Member of Household City Employee

Yes ☐ No ☒

If "Yes," Name (s)

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Anyone associated with your company a City Employee

Yes ☐ No ☒

If "Yes," Name (s)

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### **3. CONTRACTOR E-VERIFY – NOTICE**

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

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

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

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

### **4. ACKNOWLEDGEMENTS**

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

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

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

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

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

  
Signature of Proposer

Charles Rumfola  
Print or Type Name of Proposer

06/03/2025  
Date

P & H Supply Co., Inc.  
Legal Name of Firm

PO Box 15445  
Mailing Address

Baton Rouge La. 70895  
City State Zip Code

800-836-8705  
Phone Fax

phoffice@phsupplyco.com  
Email Address

www.phsupplyco.com  
Website Address

## 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): P & H Supply Co., Inc.
- City of Huntsville current taxpayer identification number (if available): 65763  
(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:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: Charles Rumfola Title (if applicable): CFO  
Type or legibly write name: Charles Rumfola Date: 06/03/2025

**APPENDIX A  
BONDS AND INSURANCE REQUIREMENTS**

STATE OF ~~ALABAMA~~ Louisiana

COUNTY OF ~~MADISON~~ East Baton Rouge

**CERTIFICATION**

I am the proprietor or a partner in a business claiming exemption from Worker's Compensation Insurance. I do hereby certify under oath that, as of the date shown below, my company has no more than four (4) employees.

Dated this the 3rd day of June, 2025

Charles Ruffolo  
Printed Name

Chris Ruffolo  
Signature

Sworn to, and subscribed before me, the undersigned Notary Public in and for said County and State, on this the 3rd day of June, 2025

[Signature]  
Notary Public  
My Commission Expires:

**MARK D. MILEY  
NOTARY PUBLIC LSBA# 27576  
MY COMMISSION IS FOR LIFE**

State of  
Louisiana  
Secretary of  
State



**COMMERCIAL DIVISION**  
**225.925.4704**

Fax Numbers  
225.932.5317 (Admin. Services)  
225.932.5314 (Corporations)  
225.932.5318 (UCC)

Name	Type	City	Status
P & H SUPPLY CO., INC.	Business Corporation (Non-Louisiana)	BARTOW	Active

**Previous Names**

**Business:** P & H SUPPLY CO., INC.

**Charter Number:** 43579740F

**Registration Date:** 8/22/2019

**Domicile Address**

7593 COLEMAN CHAPEL ROAD  
BARTOW, GA 30413

**Mailing Address**

PO BOX 15445  
BATON ROUGE, LA 70895

**Principal Business Office**

10898 NORTH DUAL  
BATON ROUGE, LA 70814

**Registered Office in Louisiana**

10898 NORTH DUAL  
BATON ROUGE, LA 70814

**Principal Business Establishment in Louisiana**

10898 NORTH DUAL  
BATON ROUGE, LA 70814

**Status**

**Status:** Active

**Annual Report Status:** In Good Standing

**Qualified:** 8/22/2019

**Last Report Filed:** 8/7/2024

**Type:** Business Corporation (Non-Louisiana)

**Registered Agent(s)**

<b>Agent:</b>	CHARLES RUMFOLA
<b>Address 1:</b>	10898 NORTH DUAL
<b>City, State, Zip:</b>	BATON ROUGE, LA 70814
<b>Appointment Date:</b>	8/22/2019

**Officer(s)**

**Additional Officers:** No

<b>Officer:</b>	CHARLES RUMFOLA
<b>Title:</b>	President
<b>Address 1:</b>	10898 NORTH DUAL
<b>City, State, Zip:</b>	BATON ROUGE, LA 70814

<b>Officer:</b>	MARSHA GEHEGAN
<b>Title:</b>	Secretary/Treasurer
<b>Address 1:</b>	10898 NORTH DUAL
<b>City, State, Zip:</b>	BATON ROUGE, LA 70814

## Amendments on File

No Amendments on file

Print



Company ID Number: 217394



## **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 P & H Supply Co., 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:** 217394

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



Company ID Number: 217394

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

E-Verify verification of all existing employees within 180 days after the election.

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

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

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

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

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



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

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

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

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

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

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

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

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



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

### **ARTICLE III**

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

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

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



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

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

## **B. REFERRAL TO DHS**

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





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

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

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

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

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

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

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

## **ARTICLE IV SERVICE PROVISIONS**

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

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

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

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

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



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## **B. TERMINATION**

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

## **ARTICLE VI PARTIES**

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



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

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

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

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



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**Approved by:**

<b>Employer</b> P & H Supply Co., Inc.	
<b>Name (Please Type or Print)</b> Dodge H Johnson	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 06/01/2009
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 06/01/2009



Company ID Number: 217394

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	P & H Supply Co., Inc.
Company Facility Address	7593 Coleman Chapel Road Bartow, GA 30413
Company Alternate Address	P.O. 15445 Baton Rouge, LA 70895
County or Parish	JEFFERSON
Employer Identification Number	582106609
North American Industry Classification Systems Code	454
Parent Company	P & H Supply Co., Inc.
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



Company ID Number: 217394



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

GA

1



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

Name	Dodge H Johnson
Phone Number	8008368705
Fax	7064653695
Email	phoffice@phsupplyco.com



Company ID Number: 217394



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





Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement DATE: June 5, 2025  
FROM: Brian Walker DEPT: Landscape Management  
BID #: 51-2025-52 COMMODITY/SERVICE: Irrigation, Piping & Plumbing Mtrls

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND SiteOne Landscape Supply

RECOMMENDATION: It is recommended that SiteOne be awarded the contract as they were the only responsive bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Rain Bird 1806-6 Spray Head	5.55		
6504 Falcon FC/PC Rotor 4" Riser with SAM Check Valve	33.06		
5004PC Rotor 4" Riser	7.43		
5006PC 6" Rotor 6" Riser	19.37		
Rain Bird 8005 Full/Part Circle	61.40		
Rain Bird 100PEB Control Valve	71.08		
Rain Bird 150PEB Control Valve	94.94		

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.

Brian R. Walker Digitally signed by Brian R. Walker  
Date: 2025.06.05 12:05:03 -05'00'

Department Head

Date

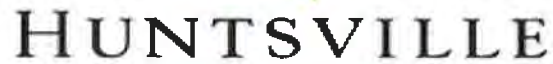
Tamara M Yancy Digitally signed by Tamara M  
Yancy  
Date: 2025.06.17 09:18:44 -05'00'

6.17.2025

Procurement Manager

Date

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



## CONTRACT/BID AWARD RECOMMENDATION FORM

<b>TO:</b>	<u>Procurement</u>	<b>DATE:</b>	<u>June 5, 2025</u>
<b>FROM:</b>	<u>Brian Walker</u>	<b>DEPT:</b>	<u>Landscape Management</u>
<b>BID #:</b>	<u>51-2025-52</u>	<b>COMMODITY/SERVICE:</b>	<u>Irrigation, Piping &amp; Plumbing Mtrls</u>

[illegible]

## 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: None

SEE SEPARATE EXCEL FILE POSTED ON THE WEB SITE:  
Irrigation, Piping & Plumbing Materials Pricing Form 2025.xlsx  
**Bidder must complete, sign and submit this form.**

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

**SiteOne Landscape Supply**

Printed legal name of Bidder

Rosalin Santiago  
Signature

**Rosalin Santiago Sr. Bid Rep**

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

06-02-2025  
Date

# IRRIGATION, PIPING & PLUMBING MATERIALS 2025 PRICING FORM

Bidder must complete and submit this form.

(Print Pricing Form in Landscape Setting)

## SiteOne Landscape Supply

COMPANY NAME: \_\_\_\_\_

ITEM #	DESCRIPTION	MANUFACTURER/MODEL	UNIT PRICE EACH/ PER FOOT
	CATEGORY A - SPRINKLERS		
	I. SUB CATEGORY: SPRINKLER HEADS		
	Up		
	Rainbird 1806 Spray Body Side Inlet 6" Pop Up	Rainbird 1804R	\$1.17
	6504 Falcon FC/PC Rotor 4" Riser with SAM Check Valve	Rainbird 1806	\$5.55
	5004PC Rotor 4" Riser	Rainbird 6504	\$33.06
	5006PC 6" Rotor 6" Riser	Rainbird 5004PC	\$7.43
	Rain Bird 8005 Full/Part Circle	Rainbird 5006PC	\$19.37
		Rainbird 8005	\$61.40
	CATEGORY C - VALVES		
	I. SUB CATEGORY: SPRINKLER		
	Rain Bird 100PEB Control Valve	Rainbird 100PEB	\$71.08
	Rain Bird 150PEB Control Valve	Rainbird 150PEB	\$94.94
	Rain Bird 200PEB Control Valve	Rainbird 200PEB	\$128.00
	Rain Bird RBL 100DVSS 1" Electric Valve	Rainbird 100DVSS	\$14.17

TOTAL BID AMOUNT: \_\_\_\_\_

\$436.17

Discount percentage off list price for all manufacturer's catalog items not listed in the Bidder Pricing Form: \_\_\_\_\_ 0-50%

This Price Bid Form is hereby submitted by the undersigned:

**SiteOne Landscape Supply** **Rosalin Santiago** **Sr. Bid Rep**

Printed name of Bidder Rosalin Santiago Printed name of individual/corporate officer/general partner/joint venturer AND title 06-02-2025

Signature Rosalin Santiago Date 06-02-2025

## APPENDIX D DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	<b>I. SERVICE REQUIREMENTS</b>		
1	Any item bid as an "or equal" must be compatible with existing Rainbird Irrigation Systems	✓	
2	Vendors must have a local storefront within the City of Huntsville limits.	✓	
3	A discount percentage must be specified for items not specifically listed on the Bidder Pricing Form.	✓	
4	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 C**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

SiteOne Landscape Supply

Doing-Business-As Name of Proposer:

Principal Office Address:

300 Colonial Center Pkwy, Ste 600  
Roswell, GA 30076

Telephone Number:

216-766-9250 ext. 2

Fax Number:

248-581-1433

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:

05-11-2001

Location of incorporation:

DE

The corporation is held:

Publicly ✓ Privately    

Names and titles of corporate officers:

Please see attached

Partnership Statement

If a partnership, answer the following:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### Joint Venture Statement

If a Joint Venture, answer the following:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

## **3. CONTRACTOR E-VERIFY – NOTICE**

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



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

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

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

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

#### 4. ACKNOWLEDGEMENTS

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

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

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

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

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



Signature of Proposer

**Rosalin Santiago**

Print or Type Name of Proposer

06-02-2025  
Date

**SiteOne Landscape**  
Legal Name of Firm  
**1385 East 36th Street**  
**Cleveland, Ohio 44114**  
Mailing Address

City State Zip Code

216-706-9250 / 248-581-1433  
Phone Fax  
**bids@SiteOne.com**

Email Address

www.siteone.com  
Website Address



## 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): SiteOne Landscape Supply
- City of Huntsville current taxpayer identification number (if available): TP12213  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input checked="" type="checkbox"/> LLC (Multi-Member)	Number & State: <u>921-162 DE</u>
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: Rosalin Santiago Title (if applicable): Sr. Bid Rep  
Type or legibly write name: Rosalin Santiago Date: 06-02-2025



# Alabama Secretary of State



SiteOne Landscape Supply LLC	
Entity ID Number	000-921-162
Entity Type	Foreign Limited Liability Company
Principal Address	5610 MCGINNIS FERRY RD ALPHARETTA, GA 30005
Principal Mailing Address	5610 MCGINNIS FERRY RD ALPHARETTA, GA 30005
Status	Exists
Place of Formation	Delaware
Formation Date	05/11/2001
Qualify Date	01/31/2002
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Nature of Business	
Annual Reports	
Report Year	<a href="#">2001</a> <a href="#">2002</a> <a href="#">2003</a> <a href="#">2004</a> <a href="#">2005</a> <a href="#">2006</a> <a href="#">2007</a> <a href="#">2008</a> <a href="#">2009</a> <a href="#">2010</a> <a href="#">2011</a> <a href="#">2012</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a>
Transactions	
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Transaction Date	10/22/2013
Legal Name Changed From	John Deere Landscapes, Inc.
Transaction Date	10/22/2013
Miscellaneous Filing Entry	CONVERSION FROM F/C FILED
Transaction Date	10/22/2013
Miscellaneous Filing Entry	Conversion Effective 09-25-2013
Transaction Date	10/13/2015

SiteOne Landscape Supply LLC	
Legal Name Changed From	John Deere Landscapes LLC
Transaction Date	05/23/2016
Legal Name Merged	Shemin Nurseries, Inc.
Transaction Date	05/23/2016
Miscellaneous Filing Entry	Merger Effective 02-08-2016 @ 11:59 p.m.
Scanned Documents	
Document Date / Type / Pages	<u>01/31/2002</u> <u>Certificate of Formation</u> <u>2 pgs.</u>
Document Date / Type / Pages	<u>03/08/2010</u> <u>Registered Agent Change</u> <u>1 pg.</u>
Document Date / Type / Pages	<u>10/22/2013</u> <u>Conversion</u> <u>6 pgs.</u>
Document Date / Type / Pages	<u>10/13/2015</u> <u>Articles of Amendment</u> <u>3 pgs.</u>
Document Date / Type / Pages	<u>05/23/2016</u> <u>Merger</u> <u>7 pgs.</u>

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



Company ID Number: 760915

Approved by:

<b>Employer</b> SiteOne Landscape Supply, LLC	
<b>Name (Please Type or Print)</b> Kathy E White	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 03/04/2014
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 03/05/2014



Company ID Number: 760915

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	SiteOne Landscape Supply, LLC
Company Facility Address	300 Colonial Center Pkwy Ste 600 Roswell, GA 30076
Company Alternate Address	
County or Parish	FULTON
Employer Identification Number	364485550
North American Industry Classification Systems Code	424
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	401



Company ID Number: 760915

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

ALABAMA	7 site(s)
ARKANSAS	1 site(s)
ARIZONA	5 site(s)
CALIFORNIA	37 site(s)
COLORADO	5 site(s)
CONNECTICUT	9 site(s)
DELAWARE	2 site(s)
FLORIDA	48 site(s)
GEORGIA	15 site(s)
IOWA	2 site(s)
IDAHO	3 site(s)
ILLINOIS	13 site(s)
INDIANA	10 site(s)
KANSAS	5 site(s)
KENTUCKY	3 site(s)
LOUISIANA	1 site(s)
MASSACHUSETTS	19 site(s)
MARYLAND	12 site(s)
MAINE	1 site(s)
MICHIGAN	18 site(s)
MINNESOTA	7 site(s)
MISSOURI	7 site(s)
MISSISSIPPI	1 site(s)
NORTH CAROLINA	20 site(s)
NEBRASKA	3 site(s)
NEW HAMPSHIRE	3 site(s)
NEW JERSEY	18 site(s)
NEW MEXICO	1 site(s)
NEVADA	1 site(s)
NEW YORK	15 site(s)
OHIO	15 site(s)
OKLAHOMA	4 site(s)
OREGON	4 site(s)
PENNSYLVANIA	12 site(s)
RHODE ISLAND	1 site(s)
SOUTH CAROLINA	12 site(s)
SOUTH DAKOTA	1 site(s)
TENNESSEE	10 site(s)
TEXAS	25 site(s)
UTAH	4 site(s)
VIRGINIA	11 site(s)
WASHINGTON	5 site(s)
WISCONSIN	5 site(s)



Company ID Number: 760915

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

Name Samantha McGown  
Phone Number (470) 277 - 7110  
Fax Number (770) 740 - 8541  
Email Address smcgown@siteone.com

Name Kathy E White  
Phone Number (770) 255 - 2143  
Fax Number (770) 740 - 8541  
Email Address kewwhite@johndeerelandscapes.com



Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** Procurement Services **DATE:** 6/16/25  
**FROM:** John Lang **DEPT:** General Services  
**BID #:** 56-2025-14 **COMMODITY/SERVICE:** Electrical Services

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** Pro Electric, Inc.

**RECOMMENDATION:** The General Services Department recommends Pro Electric, Inc. for the Electrical Services Bid.

DESCRIPTION	PRICE	UOM	COMMENT
Technician	\$65.00	/hour	
Helper	\$47.50	/hour	
Digger Truck w- Operator	\$145.00	/hour	
Trencher w- Operator	\$90.00	/hour	
Small Bucket Truck w- Operator	\$125.00	/hour	
Large Bucket Truck w- Operator	\$165.00	/hour	
Materials Truck w- Operator	\$60.00	/hour	

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

### APPROVALS:

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

**John Lang** Digitally signed by John Lang  
Date: 2025.06.16 09:54:40 -05'00'

Department Head

Date

**Tamara M Yancy** Digitally signed by Tamara M  
Yancy  
Date: 2025.06.16 11:53:36 -05'00'

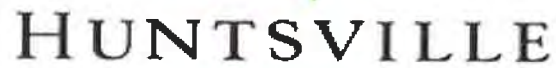
6.16.2025

Procurement Manager

Date

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





## CONTRACT/BID AWARD RECOMMENDATION FORM

<b>TO:</b>	<u>Procurement Services</u>	<b>DATE:</b>	<u>6/16/25</u>
<b>FROM:</b>	<u>John Lang</u>	<b>DEPT:</b>	<u>General Services</u>
<b>BID #:</b>	<u>56-2025-14</u>	<b>COMMODITY/SERVICE:</b>	<u>Electrical Services</u>

[illegible]



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CERTIFICATE OF COMPLIANCE

Pursuant to Code of Alabama, 1975 ("Code"), Section 39-5-1(b), the City of Huntsville, Alabama does hereby certify that the agreement by and between the City of Huntsville and

Pro Electric, Inc. \_\_\_\_\_ in the approximate

(Vendor/Contractor Name)

amount of As Required for Electrical Services

(Contract Amount)

(Project Name)

to be awarded June 26, 2025

(Council Date)

is let in compliance with the Code, Title 39 and all other applicable provisions of law; and, only for purposes of a civil action as referenced in Code Section 39-5-1(a), the issuance of this certificate shall constitute a presumption that the contract was let in accordance with the laws.

City of Huntsville, Alabama

BY: Penny L Smith Digitally signed by Penny L Smith  
Date: 2025.06.17 09:26:10 -05'00'  
Penny L. Smith, CPA, CGFM, CGMA

Its: Director of Finance

Date: 06/17/2025

## **APPENDIX B**

### **BID PROPOSAL AND 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 A-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.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama).

In the event a project requires a work item(s) not specified herein, the successful contractor shall submit to the City of Huntsville a description of the additional work items required and the proposed additional charges for such work, which shall be reviewed by the City of Huntsville for content and costs approval. At such time that unspecified work items are discovered at the site, all work shall cease on that particular project until final approval is obtained from the City of Huntsville.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, Procurement Services Division, P.O. Box 308, Huntsville, Alabama 35804.

The undersigned bidder understands that the contract for this specific periodic contract is one (1) year from the date of award, with services provided on an as-needed basis. The City of Huntsville reserves the right to extend the contract for up to two (2) additional one (1) year terms. Yearly renewals are at the discretion of the City of Huntsville and are subject to the availability of funds. Notification of yearly renewal shall be by written letter from the City of Huntsville.

Each project to be performed within this contract will require a separate work authorization and purchase

order from City of Huntsville. Beginning and end dates for each project will be stated and shall be signed by contractor accepting the terms for each work authorization. Bid prices shall remain firm for the entire length of the contract. Any price increase imposed during the extended contract period shall be in exact increments of any increase imposed by the contractor's supplier. Written verification of any such increase must be submitted to the City of Huntsville for consideration and approval prior to any costs being incurred. If an agreement cannot be reached concerning any such price increases, the City of Huntsville reserves the right to cancel the contract.

The City of Huntsville will direct and approve the work element and the quantities required for each project location and will compute the overall cost for each element of work and their respective quantities.

**THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:**

All bonds must be approved by the Mayor and the Clerk of the City of Huntsville. Within fifteen (15) days of the purchase order issuance date, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence upon issuance of a purchase order, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding \$10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

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.

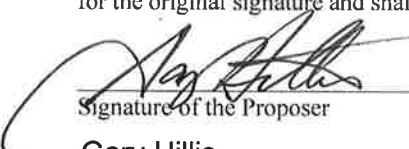
**We acknowledge receipt of the following addenda:** Yes, addendum 1.

Description	Hourly Rate	Estimated Annual Quantity	Subtotal
<b>PRICING PART A</b>			
<b>Technician, per hour</b>	\$ 65.00	1,000 HRS	\$ 65,000.00
<b>Helper, per hour</b>	\$ 47.50	1,000 HRS	\$ 47,500.00
<b>PRICING PART B</b>			
<b>Digger Truck with Operator Per Hour</b>	\$ 145.00	1,000 HRS	\$ 145,000.00
<b>Trencher with Operator Per Hour</b>	\$ 90.00	1,000 HRS	\$ 90,000.00
<b>Small Bucket Truck with Operator Per Hour (35' min. reach)</b>	\$ 125.00	1,000 HRS	\$ 125,000.00
<b>Large Bucket Truck with Operator Per Hour (60' min. reach)</b>	\$ 165.00	1,000 HRS	\$ 165,000.00
<b>Materials Truck with Operator Per Hour</b>	\$ 60.00	1,000 HRS	\$ 60,000.00
<b>Single Axle Dump Truck</b>	\$ 90.00	1,000 HRS	\$ 90,000.00
<b>Light/Utility Pole Trailer</b>	\$ 25.00	1,000 HRS	\$ 25,000.00
<b>TOTAL</b>			<b>\$ 812,500.00</b>

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

**Note 1:** Estimated hours shall be used for evaluation purposes only to aid in determining the lowest responsible bidder. Actual amounts will be subject purchase orders issued.

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

  
Signature of the Proposer

**Gary Hillis**

Print or Type Name of Proposer

**6-12-2025**

Date

**Pro Electric, Inc.**

Legal Name of Firm

**2012 Poole Dr.**

Mailing Address

**Huntsville, Alabama 35801**

City, State, Zip Code

**Gary@proelectricinc.net**

Email Address

### APPENDIX C DETAILED REQUIREMENTS

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>A. NOTICE TO BIDDERS</b>		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	X	
	<b>B. LAW AND REGULATIONS</b>		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	X	
	<b>C. LICENSES, APPROVALS, PERMITS, ETC.</b>		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	X	
4.	The successful bidder must have a State of Alabama General Contractors License. General Contractors License Number: 21868	X	
	<b>D. SCOPE OF SERVICES</b>		
5.	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	
6.	Perform Infrared Thermograph Inspections to the electrical panels on an "as needed" basis. Hourly pricing for the infrared inspections and reports are found in Appendix "F". Inspection reports must list the Analysis and Recommendations. Any anomalies and findings shall be listed and deficiencies. Any findings that need immediate attention shall be brought to the attention of the General Services Lead Electrician.	X	
	<b>E. CONTRACTOR REQUIREMENTS</b>		
7.	Bidders have three years of experience in Electrical Services and possess all tools of the trade.	X	
	<b>F. RESPONSIBILITY OF THE CONTRACTOR</b>		
8.	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner.	X	
9.	A purchase order will be issued based upon the estimate which will also serve as the contractor's authorization to proceed. No work shall be performed without a purchase order from the General Services Department.	X	
10.	At the completion of work, an invoice must be submitted for the actual cost and itemized in accordance with the contract for each labor category. Only (1) skilled technician will be allowable on repair projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate.	X	
11.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	X	
12.	The contractor must provide competent workmen and supervision.		
13.	Take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The contractor is responsible for any injury to himself, his employees, or others as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	X	
14.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>G. BACKGROUND CHECKS</b>		
15.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	X	
	<b>H. OSHA &amp; LOCK OUT TAG OUT</b>		
16.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	X	
	<b>I. ADDITIONAL VENDOR REQUIREMENTS</b>		
17.	<b>Check-In/Check-Out</b> At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	X	
18.	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	
19.	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	X	
	<b>J. REPAIR STATUS, WHEN A DELAY</b>		
20.	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	
21.	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	
	<b>K. EXECUTION OF WORK</b>		
22.	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.	X	
23.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>L. RESPONSE TIME</b>		
24.	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	
25.	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	
26.	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	X	
	<b>M. INSPECTION AND ACCEPTANCE</b>		
27.	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of General Services. General Services Management will approve a record of time and materials used for the job as maintained by the contractor, and state on the invoice that they inspected and accepted the work performed.	X	
	<b>N. CALL BACK SERVICES</b>		
28.	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized.	X	
	<b>O. ALLOWANCE OF IN-HOUSE WORK</b>		
29.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	X	
	<b>P. MATERIALS &amp; EQUIPMENT</b>		
30.	New or added materials or equipment installed shall be invoiced at the Contractor's actual cost to include any and all discounts offered by their supplier. The Contractor must furnish all labor, tools, materials, equipment and subcontractor work required to provide all required services as outlined in this IFB. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or equipment. The successful bidder shall furnish materials unless otherwise directed by the City of Huntsville.  Such materials, equipment rental and subcontractor work shall be itemized and billed at the bidder's actual cost plus ten percent (10%).  A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	X	
	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	
31.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	X	



Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>Q. SUMMARY REPORT</b>		
32.	Contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	X	
	<b>R. INVOICING</b>		
33.	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	
34.	Original invoices shall be submitted at the completion of each job with the following information:  City of Huntsville General Services Department Attn: Accounts Payable P.O. Box 308 Huntsville, Alabama 35801 Telephone: 256-427-5660  1. Name and address of Contractor 2. Invoice date 3. Invoice # 4. Work Order # 5. Bid Number 6. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 7. Name, title, phone number and mailing address of person to be notified in event of a defective invoice.	X	
35.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	X	
	<b>S. LABOR CHARGES</b>		
36.	The City does not pay overtime or holiday pay.	X	
37.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	X	
	<b>T. TRAVEL TIME</b>		
38.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	
	<b>U. HOUR ROUNDING</b>		
39.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	<b>V. EXCESS PROJECT AMOUNT</b>		
40.	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.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>W. FAILURE FORM</b>		
41.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	X	
42.	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification	X	
	<b>X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS</b>		
43.	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	X	
	<b>Y. TERMINATION FOR DEFAULT</b>		
44.	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 <u>remaining</u> portion of any incomplete job.	X	
	<b>Z. TERMINATION FOR CAUSE OR CONVENIENCE</b>		
45.	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 <u>anticipated</u> loss of revenue on the canceled portion of the contract.	X	
46.	The chosen bidder shall be required to give the City of Huntsville 60 days' notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	X	
	<b>AA. 24 HOUR CONTACT</b>		
47.	Provide 3 contact names listing each 24-hour phone numbers.		
48.	Contact #1: Name: FRANK ATCHIKSON Phone Number(s): 256-759-4033		
49.	Contact #2: Name: WALTER Y. WALKER III Phone Number(s): 256-457-0636		
50.	Contact #3: Name: GARY HILLIS Phone Number(s): 256-759-5929		
	<b>BB. REFERENCES</b>		
51.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.		
52.	Company Name: REDSTONE FEDERAL CREDIT UNION Contact Name: JUSTIN DORNING Address: 220 WYNN DR. Phone Number: 256-837-6110 E-mail Address: JDORNING@REDFCU.ORG		
53.	Company Name: HUNTSVILLE CITY SCHOOLS Contact Name: BILLY PRIEST Address: 714 BOB WALLACE Phone Number: 256-428-6800 E-mail Address: WILLIAM.PRIEST@HSV-K12.ORG		

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
54.	Company Name: GRIFFON AEROSPACE Contact Name: JORDAN FRENCH Address: 106 COMMERCE Phone Number: 256-258-0035 E-mail Address: JFRENCH@GRIFFONAEROSPCE.COM		

**APPENDIX D**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

GARY HILLIS

Doing-Business-As Name of Proposer:

PRO ELECTRIC, INC.

Principal Office Address:

2012 POOLE DR.

Telephone Number:

256-851-2041

Fax Number:

256-851-2049

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

Corporation ☒

Partnership ☐

Individual ☐

Joint Venture ☐

Other (describe): ☐

Corporation Statement

If a corporation, answer the following:

Date of incorporation: AUGUST 1990

Location of incorporation: MORGAN COUNTY

The corporation is held: Publicly ☐ Privately ☒

Names and titles of corporate officers:

GARY HILLIS - ITS PRESIDENT

WALTER Y. WALKER, III - VICE PRESIDENT

Partnership Statement

If a partnership, answer the following:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

**3. CONTRACTOR E-VERIFY – NOTICE**

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

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

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

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

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

#### **4. CONTRACTOR – PUBLIC CONTRACT WITH ENTITIES ENGAGING IN CERTAIN BOYCOTTING ACTIVITIES**

Alabama Legislative Act 2016-312, as adopted on May 5, 2016, prohibits Alabama governmental bodies from entering into contracts with commercial entities that participate in boycotts against nations or business organizations that Alabama citizens can otherwise trade with (members of the World Trade Organization or other countries with which the United States has free-trade agreements).

In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of

**PRO ELECTRIC, INC.**

I do hereby certify and represent that this

*(Insert Name of Business)*

business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

I, the undersigned, certify to the State of Alabama as follows:

- a. I am authorized to provide representation set out in this Certificate as the official and binding act of the Contractor and have knowledge of Alabama's Act 2016-312.
- b. In compliance with Act 2016-312, the Contractor is not currently engaged in, or will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

#### **5. 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.

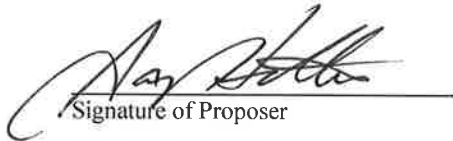
I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

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

By signing this submittal, the Bidder understands that this project is subject to Alabama Department of Transportation Alabama Standards Specifications, 2022 Editions, Section 600, Subitem 106.01(a)2a:

Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state, shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of domestic iron or steel products becomes impractical as a result of a national emergency, national strike or other cause, the awarding authority shall waive the above restriction. (b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

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



Signature of Proposer

**GARY HILLIS**

Print or Type Name of Proposer

**6-12-2025**

Date

**PRO ELECTRIC, INC.**

Legal Name of Firm

**2012 POOLE DR.**

Mailing Address

**HUNTSVILLE, ALABAMA 35801**

City State Zip Code

**256-851-2041**

Phone

**256-851-2049**

Fax

**GARY@PROELECTRICINC.NET**

Email Address

**PROELECTRICINC.NET**

Website Address

**APPENDIX E  
REPORT OF OWNERSHIP FORM**

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

- Legal name(s) (include "doing business as", if applicable): PRO ELECTRIC, INC.
- City of Huntsville current taxpayer identification number (if available): 30032  
(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.)

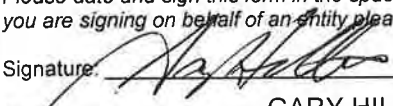
**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

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: 631051485 ALABAMA
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): ITS PRESIDENT  
Type or legibly write name: GARY HILLIS Date: 6-12-2025





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fountain, Parker, Harbarger & Associates, LLC 201 Washington Street NE Huntsville AL 35801	<b>CONTACT NAME:</b> Susan Wiegand <b>PHONE (A/C, No, Ext):</b> 256-428-1037 <b>FAX (A/C, No):</b> 256-428-1137 <b>E-MAIL ADDRESS:</b> swiegand@fphins.com
<b>INSURER</b> Pro Electric, Inc. 1212 Poole Drive Huntsville AL 35810	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Pennsylvania National Mutual Casualty Insurance Co <b>INSURER B:</b> Midwest Employers Casualty Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>License#:</b> 0079647 <b>PROLEC-01</b>	<b>NAIC #</b> 14990 23612

## COVERAGES

**CERTIFICATE NUMBER:** 1316265190

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CL90678919	1/9/2025	1/9/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AU90678919	1/9/2025	1/9/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	UL90678919	1/9/2025	1/9/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	102100 FVAL129001	1/1/2025 1/1/2025	1/1/2026 1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased Equipment			CL90678919	1/9/2025	1/9/2026	Limit 200,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder included as Additional Insured with respect to General Liability, Auto Liability and Umbrella Liability on a primary and non-contributory basis for ongoing and completed operations when required by written contract, subject to the policy terms and conditions. Waiver of subrogation included in favor of Additional Insured on all policies when required by written contract. Reference to any contract/project/job name or number does not amend, extend, restrict or alter coverage afforded by the insurance policies shown above. The City of Huntsville, its officers, officials, employees, agents or specified volunteers as their interest may appear are included as an Additional Insured on a primary and non-contributory basis under the General Liability, Auto Liability with Umbrella Liability following form with Waiver of Subrogation when required by written agreement and subject to the policy terms and conditions per policy forms 710741 (01/21), 711145 (01/21) 711403 (11/16) (11/16), 711281 (7/13) 711783 (05/20). Thirty (30) day written notice of cancellation with be given to the certificate holder except ten (10) day written notice of cancellation for See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

City of Huntsville, Alabama  
Finance Department  
Procurement Services Division  
Huntsville AL 35801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Fountain, Parker, Harbarger & Associates, LLC		NAMED INSURED Pro Electric, Inc. 2012 Poole Drive Huntsville AL 35810
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

non-payment of premium.

The Alabama Self-Insured Workers Compensation Fund waives the right to bring an action against the Certificate Holder to enforce any right of subrogation, which may arise from ASIWCF's payment of Workers Compensation benefits. This waiver does not affect the right of an employee of Member to bring an action for damages or ASIWCF's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by Certificate Holder

**BUSINESS LICENSE**  
To Conduct Business in  
The City of Huntsville, Alabama

**2025**

TAXPAYER #: 30032  
CITIZEN STATUS: C

DATE ISSUED: 12/10/2024  
LICENSE NO: 385291

TAXPAYER: PRO ELECTRIC INC  
2012 POOLE DR NW  
HUNTSVILLE, AL 35810

LICENSE HOLDER: GARY HILLIS

NAICS CODE: 238210 - ELECTRICAL CONTRACTORS

BUSINESS LOCATION: 1

LOCATION: PRO ELECTRIC INC  
2012 POOLE DR NW  
HUNTSVILLE, AL 35810

BUSINESS LICENSE YEAR: 2025

The licensee named herein is authorized to do business  
at the above specified Business Location as provided  
for the License Schedules listed below:

<u>SECTION NO</u>	<u>TYPE OF LICENSE</u>	<u>AMOUNT</u>
27	CONTRACTOR/SUB SPECIALTY	\$75.00
28	CONTRACTOR ELECTRICAL	\$350.00
TOTAL LICENSE		\$425.00
TOTAL ISSUANCE FEES		\$14.00
TOTAL PAYMENT		\$439.00

Licenses paid by check are void if check  
is not honored upon first presentation to bank



**RANDY L. CUNNINGHAM**  
DIRECTOR OF INSPECTION SERVICES

**WARNING:** This license is granted as a personal privilege to the individual, partnership or corporation named, and cannot be used by any other individual, partnership or corporation, under penalty of law. This license does not authorize a business to operate in conflict with any City of Huntsville Ordinances or State of Alabama Laws.

**VALID UNTIL DECEMBER 31** of the business license year shown above



STATE OF ALABAMA

BID LIMIT: U

UNLIMITED

AMOUNT:



LICENSE NO.: 21868

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

PRO ELECTRIC INC

HUNTSVILLE, AL 35810

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

E: ELECTRICAL

until May 31, 2026 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

12th day of May, 2025

*Michael B. Tate*

SECRETARY-TREASURER

*Charles A. Tate*

CHAIRMAN

216955

# STATE OF ALABAMA

MADISON COUNTY

CONTROL NO.  
4367267

LICENSE NO.  
2500651

ACCOUNT NO.  
92017

ISSUED TO:

LICENSE YEAR
<b>2025</b>

PRO ELECTRIC INC

HILLIS, GARY  
2012 POOLE DR

HUNTSVILLE, AL 35810

DATE ISSUED		
10	01	2024
MO.	DAY	YR.

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:  
2012 POOLE DR  
HUNTSVILLE, AL 35810

RL:

U10 - #4367267 - T2 - P1815441 - M2

EXPIRES  
9/30/2025  
RENEW IN OCTOBER

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0084	Construction companies or contractors (\$200k+)	375.00	1.75	0.00	0.00	0.00	376.75

#### 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

Name of Purchaser

Issuing Authority

MARK CRAIG  
Issuing Authority

TOTAL	376.75
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MAIL FEE	2.00
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TOTAL WITH MAIL FEE	378.75
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# Alabama Secretary of State



Pro Electric, Inc.	
Entity ID Number	000-144-918
Entity Type	Domestic Corporation
Principal Address	WOODVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Morgan County
Formation Date	08/30/1991
Registered Agent Name	HILLIS, GARY
Registered Office Street Address	1716 COUNTY ROAD 80 WOODVILLE, AL 35776
Registered Office Mailing Address	Not Provided
Nature of Business	CONTRACTING
Capital Authorized	\$25,000
Capital Paid In	\$1,200
Incorporators	
Incorporator Name	HILLIS, GARY
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	WALLACE, STEVE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SPARKS, BILLY
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	<a href="#">1991</a> <a href="#">1992</a> <a href="#">1993</a> <a href="#">1994</a> <a href="#">1995</a> <a href="#">1996</a> <a href="#">1997</a> <a href="#">1998</a> <a href="#">1999</a> <a href="#">2007</a> <a href="#">2008</a> <a href="#">2009</a>

Pro Electric, Inc.	
	<a href="#">2010</a> <a href="#">2011</a> <a href="#">2012</a> <a href="#">2013</a> <a href="#">2014</a> <a href="#">2015</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2022</a>
Transactions	
Transaction Date	05/11/2006
Registered Agent Changed From	HILLIS, GARY RT 1 BOX 849 LACEY'S SPRING, AL 35754
Scanned Documents	
Document Date / Type / Pages	<a href="#">08/30/1991</a> <a href="#">Certificate of Formation</a> <a href="#">12</a> pgs.
Document Date / Type / Pages	<a href="#">05/11/2006</a> <a href="#">Registered Agent Change</a> <a href="#">1</a> pg.

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Company ID Number: 521708



## **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 PRO ELECTRIC INC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

### **ARTICLE II RESPONSIBILITIES**

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

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





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



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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

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





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

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

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

E-Verify verification of all existing employees within 180 days after the election.

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

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

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

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

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



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

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

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

### C. RESPONSIBILITIES OF SSA

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

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

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

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

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

### D. RESPONSIBILITIES OF DHS

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

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



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

### **ARTICLE III**

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

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

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



Company ID Number: 521708

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: 521708

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.



Company ID Number: 521708



## **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.



Company ID Number: 521708



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.



Company ID Number: 521708

Approved by:

<b>Employer</b> PRO ELECTRIC INC	
<b>Name (Please Type or Print)</b> BEATRICE D HILLIS	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 03/16/2012
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 03/16/2012



Company ID Number: 521708

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	PRO ELECTRIC INC
Company Facility Address	2012 POOLE DR HUNTSVILLE, AL 35810
Company Alternate Address	
County or Parish	MADISON
Employer Identification Number	631051485
North American Industry Classification Systems Code	238
Parent Company	PRO ELECTRIC INC
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



**Company ID Number:** 521708



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:** 521708

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

Name GARY R HILLIS  
Phone Number 2568512041  
Fax 2568512049  
Email gaarv@proelectricinc.net

Name ROBERT H WALKER  
Phone Number 2568512041  
Fax 2568512049  
Email bob@proelectricinc.net

Name BELINDA R HILL  
Phone Number 2568512041  
Fax 2568512049  
Email belinda@proelectricinc.net



Company ID Number: 521708



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:** 6/16/25  
**FROM:** John Lang **DEPT:** General Services  
**BID #:** 58-2025-14 **COMMODITY/SERVICE:** Job Order Contracting

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** Monaghan Construction

**RECOMMENDATION:** The General Services Department recommends Monaghan Construction. for the Job Order Contracting Bid.

DESCRIPTION	PRICE	UOM	COMMENT
Contractors Coeffecient Multiplier	.75	% discount	

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

### APPROVALS:

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

**John Lang** Digitally signed by John Lang  
Date: 2025.06.16 09:45:40 -05'00'

Department Head

Date

**Tamara M Yancy** Digitally signed by Tamara M  
Yancy  
Date: 2025.06.16 11:54:22 -05'00'

6.16.2025

Procurement Manager

Date

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



Finance Department  
Procurement Services Division

## CERTIFICATE OF COMPLIANCE

Pursuant to Code of Alabama, 1975 ("Code"), Section 39-5-1(b), the City of Huntsville, Alabama does hereby certify that the agreement by and between the City of Huntsville and

Monaghan Construction \_\_\_\_\_ in the approximate  
(Vendor/Contractor Name)

amount of As Required for Job Order Contracting  
(Contract Amount) (Project Name)

to be awarded June 26, 2025,  
(Council Date)

is let in compliance with the Code, Title 39 and all other applicable provisions of law; and, only for purposes of a civil action as referenced in Code Section 39-5-1(a), the issuance of this certificate shall constitute a presumption that the contract was let in accordance with the laws.

City of Huntsville, Alabama

BY: **Penny L Smith** Digitally signed by Penny L Smith  
Date: 2025.06.17 09:26:42 -05'00'  
Penny L. Smith, CPA, CGFM, CGMA

Its: Director of Finance

Date: 06/17/2025

## APPENDIX B

### BID PROPOSAL AND 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 A-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.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama).

In the event a project requires a work item(s) not specified herein, the successful contractor shall submit to the City of Huntsville a description of the additional work items required and the proposed additional charges for such work, which shall be reviewed by the City of Huntsville for content and costs approval. At such time that unspecified work items are discovered at the site, all work shall cease on that particular project until final approval is obtained from the City of Huntsville.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, Procurement Services Division, P.O. Box 308, Huntsville, Alabama 35804.

The undersigned bidder understands that the contract for this specific periodic contract is one (1) year from the date of award, with services provided on an as-needed basis. The City of Huntsville reserves the right to extend the contract for up to two (2) additional one (1) year terms. Yearly renewals are at the discretion of the City of Huntsville and are subject to the availability of funds. Notification of yearly renewal shall be by written letter from the City of Huntsville.

Each project to be performed within this contract will require a separate work authorization and purchase

order from City of Huntsville. Beginning and end dates for each project will be stated and shall be signed by contractor accepting the terms for each work authorization. Bid prices shall remain firm for the entire length of the contract. Any price increase imposed during the extended contract period shall be in exact increments of any increase imposed by the contractor's supplier. Written verification of any such increase must be submitted to the City of Huntsville for consideration and approval prior to any costs being incurred. If an agreement cannot be reached concerning any such price increases, the City of Huntsville reserves the right to cancel the contract.

The City of Huntsville will direct and approve the work element and the quantities required for each project location and will compute the overall cost for each element of work and their respective quantities.

**THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:**

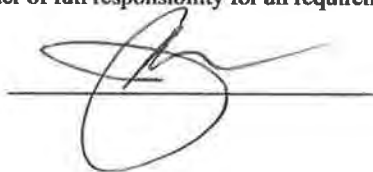
All bonds must be approved by the Mayor and the Clerk of the City of Huntsville. Within fifteen (15) days of the purchase order issuance date, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence upon issuance of a purchase order, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding \$10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

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:**

A handwritten signature in dark ink, appearing to be a stylized 'B' or similar, is written over a horizontal line.

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. Bids will be evaluated on a category basis. 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.

R.S. Means will be the unit pricing book for this contract using the R.S. Means right hand column ("Total Inc. O & P") and the most recent edition including any quarterly updates provided. All line items provided in Delivery Order (DO) proposals are to be carried out to R.S. Means 12-digit line number. The Contractor, at their expense, must make available copies of the UPB to the City upon request. Items that cannot be found in the UPB will be listed as "non-pre-priced". The contractor will provide three prices to establish the average base cost for each item and add in

the overhead and profit (OH/P) based upon the contractors coefficient. The line item will then be negotiated with the City as an approved item. The item will then be added to the UPB for future reference.

Other price books that should be referenced for non-priced items not included in the R.S. Means Facilities Construction Cost Data book are the latest editions of:

R.S. Means Concrete & Masonry Cost Data  
R.S. Means Electrical Cost Data  
R.S. Means Mechanical Cost Data  
R.S. Means Plumbing Cost Data  
R.S. Means Maintenance & Repair Book

**Coefficient**, is the contractor's coefficient multiplier that is applied to the local city cost index and the total sum of line estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, final site cleanup and all contingencies. It will also include all costs to the contractor associated with program and/or project management and administration, and sufficient jobsite supervision. Contractor's profit is also included.

Example: Using sample figures from a job order proposal the total cost with all of the adjustments would be as follows:

Total of divisional line items on the quantities and unit prices from the UPB including overhead and profit column = \$15,000.00.

City Cost Index - .86 adjusted = \$12,900.00

Contractor's Bid Coefficient \*- .82 adjusted = \$11,193.00

Total Cost as adjusted - = \$11,193.00

CONTRACTOR'S BID PRICE COEFFICIENT

Contractor's Coefficient Multiplier \*

.75

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

Signature of the Proposer

James Monaghan  
Print or Type Name of Proposer

6-7-25  
Date

Monaghan Construction  
Legal Name of Firm

3304 7th Ave. SW  
Mailing Address

Huntsville, AL 35805  
City, State, Zip Code

jimmonaghan@bellsouth.net  
Email Address

**APPENDIX C  
DETAILED REQUIREMENTS**

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>A. NOTICE TO BIDDERS</b>		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	✓	
2.	The City has over 250 buildings. This work will be at any number of City locations and facilities. The City has the right to add or delete locations throughout this bid.	✓	
	<b>B. LAW AND REGULATIONS</b>		
3.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	✓	
	<b>C. LICENSES, APPROVALS, PERMITS, ETC.</b>		
4.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	✓	
	<b>D. SCOPE OF SERVICES</b>		
5.	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.	✓	
	<b>E. CONTRACTOR REQUIREMENTS</b>		
6.	Bidders have ten years of experience in General Contracting Services and possess all tools of the trade.	✓	
	<b>F. RESPONSIBILITY OF THE CONTRACTOR</b>		
7.	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner. Any estimate of \$100,000 or more require the issuance of separate purchase order (PO) and cannot be performed under an established blanket PO. Projects with an estimate of \$100,000 or more shall require the provision of Performance Bond and Payment Bond.	✓	
8.	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.	✓	
9.	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 the minimum number of workers to complete the job in a timely manner will be allowable on projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate.	✓	
10.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	✓	
11.	The contractor must provide competent workmen and supervision.	✓	
12.	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.	✓	
13.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
14.	The contractor shall be responsible for meeting all requirements agreed to in the response to this IFB. Further, the City will consider the contractor to be the sole point of contact with regards to contractual matters, including the performance of services and the payment of any and all charges resulting from contractual obligations. Upon contract award, the contractor shall be directly responsible for all the subcontractors, if any. Quantities will be based on the material that is actually installed in the JOC.	✓	
15.	The contractor will be responsible to pre-qualify their subcontractors. All subcontractors shall have proper licenses and proof of workers compensation for its employees. The prime contractor will not be responsible for the City's In-House employees or its bid contractors. The City of Huntsville reserves the right to bid out a JOC project if the City feels the contractor's estimates are not in line with the scope of work.	✓	
16.	<p>R.S. Means will be the unit pricing book for this contract using the R.S. Means right hand column ("Total Inc. O &amp; P") and the most recent edition including any quarterly updates provided. All line items provided in Delivery Order (DO) proposals are to be carried out to R.S. Means 12-digit line number. Contractor, at their expense, must make available copies of the UPB available to the City upon request. JOC Works or Cost Works are the preferred software for preparing line item estimates. While division one of the UPB will not be generally allowed, special requirements out of division one may be allowed with the approval of the City and listed as a separate line item with an attachment giving an explanation as to the special need. Items that cannot be found in the UPB will be listed as "non-pre-priced". The contractor will provide three prices to establish the average base cost for each item and add in the overhead and profit (OH/P) based upon the contractor's coefficient. The line item will then be negotiated with the City as an approved item. The item will then be added to the UPB for future reference.</p> <p>Other price books that should be referenced for non-priced items not included in the R.S. Means Facilities Construction Cost Data book are the latest additions of:</p> <p>R.S. Means Concrete &amp; Masonry Cost Data</p> <p>R.S. Means Electrical Cost Data</p> <p>R.S. Means Mechanical Cost Data</p> <p>R.S. Means Plumbing Cost Data</p> <p>R.S. Means Maintenance &amp; Repair Book</p>	✓	
17.	Contractor must provide a price estimate for each job based on this contract, at no additional cost to the City.	✓	
18.	The contractor shall use the current edition of RS Means and quarterly adjustments as the Unit Pricing Book (UPB). The contractor must provide and back up the RS Means breakdown price of each Job Order Contract based on the UPB.	✓	
19.	In estimating delivery orders (DO), the contractor shall not micro estimate line items. Micro estimating is the intentional breaking down of projects into their smallest components when a single line item or two would suffice. An example would be the need to replace a door and it is obvious that a pre-hung door and frame would be the fastest and cheapest route to use. Instead of a single line item defining the pre-hung door, the estimator breaks down this portion of the job into individual line items such as a door frame, hinges, and screws which will unnecessarily drive the cost to the City. This should be avoided and will be looked for during the review. Permits required will be acquired by the contractor and invoiced at cost as part of the purchase order, unless they are provided by the City.	✓	



Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
20.	All repairs shall be done in a professional manner and be inspected by the Owner, or any representative the owner selects, including but not limited to the City of Huntsville Inspection Department.	✓	
21.	Work would be accomplished via a request by the City for a job order proposal based upon the general scope provided by the City. The specific scope of work for each job order shall be determined in advance and in writing between the City and the Contractor. The Scope of Work shall also include a schedule for work. The Contractor should provide a written scope of work to the City as part of the proposal. Once the scope of work is agreed to by both parties, a Purchase Order (PO) with the line item estimate referenced as an attachment. The Purchase Order will serve as a notice to proceed.	✓	
22.	Contractor shall visit the proposed job site and conduct a walk-through/project with the City's representative to define the scope of work. The contractor shall perform due diligence to request and gather all available project relevant existing conditions and record documents from the City to include, but not limited to, hazardous materials surveys and other relevant documents. The contractor will then prepare a job order proposal including a written scope of work with a line item estimate of the individual tasks, quantities, the city cost index, the contractor's bid coefficient, and applicable cost additions. Job Order proposal must provide line item estimate based upon their coefficient and UPB for the scope of work which must be reviewed and agreed upon by the City and contractor. The City will then issue a Purchase Order for the work.	✓	
23.	In the event of an emergency such as a hurricane, tornado, flooding or fire, the contractor will meet with the City, expedite these procedures with verbal job orders and an understanding with the contractor. Work may commence immediately as required, but documentation must be provided as soon as possible for this work or for additional long-term job order requirements.	✓	
24.	The contractor's Project General Manager should be knowledgeable in multiple construction divisions. They must also have managed plumbing, concrete, electrical, painting, HVAC and mechanical work in multi discipline projects. They should have experience working with architects and engineers on projects. The Project General Manager shall also be experienced in scheduling and critical path analysis. They should be able to show with references that they had extensive experience with and the ability to work with many small subcontractors. The Project General Manager must show an understanding and willingness to explain each line item estimate to the City. They should be able to recommend cost savings measures as well as understand the City's budget for the project.	✓	
25.	The City will furnish all utilities and bathroom facilities for the job site. It will be the responsibility of the contractor to coordinate requests with the City.	✓	
26.	The contractor shall keep the site and off-site areas reasonably clean during performance of the Work and is responsible for the trash/debris that is allowed to accumulate onsite or off-site. Upon final completion of the work, the Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with all the Contractor's property.	✓	
27.	The contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.	✓	
28.	If the contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.	✓	
29.	The contractor shall perform its scope of the work so as not to interrupt or interfere with any on site operations of the Owner or those authorized by the Owner to use the site.	✓	
30.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking of any operation or project utilizing its own work force. The City of Huntsville General Services Department reserves the right to hire	✓	



Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	any sub-contractor that holds a current City bid for work. This includes, but is not limited to, Electrical, HVAC, Plumbing, Gas and Controls.	✓	
31.	The City reserves the right to inspect any project and audit contractor's JOC files, documentation, and correspondence.	✓	
32.	When possible and practical, General Services will instruct the contractor of what the works consists of and, when applicable, the materials and equipment to be used. When practical, a Purchase Order will be issued to the contractor based upon an estimate before any work is performed. Some work will require a building permit through the City of Huntsville Inspection Department. Contractor must be able to secure any required building permits. The City's bid vendors for Electrical, HVAC and Plumbing will secure their own permits. When possible, the City's General Services Department will perform the Electrical, HVAC, Plumbing and Control work.	✓	
33.	The contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss.	✓	
34.	The contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.	✓	
35.	The contractor shall erect and maintain, as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including fencing, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.	✓	
36.	When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the work, the contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.	✓	
37.	The contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be designated by the contractor in writing to the Owner and Engineer.	✓	
38.	The contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.	✓	
	<b>G. BACKGROUND CHECKS</b>		
39.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	✓	
	<b>H. OSHA &amp; LOCK OUT TAG OUT</b>		
40.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	✓	
	<b>I. ADDITIONAL VENDOR REQUIREMENTS</b>		
	<b>Check-In/Check-Out</b> At the City's option, the contractor may be required to check-in or check-out using one of the following methods:		
41.	<ul style="list-style-type: none"> <li>a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service.</li> <li>b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service.</li> </ul>	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	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.	✓	
42.	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.	✓	
43.	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	✓	
	<b>J. REPAIR STATUS, WHEN A DELAY</b>		
44.	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.	✓	
45.	In the event the Contractor must leave the site to purchase parts for the completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to the job site for the completion of the project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	✓	
	<b>K. EXECUTION OF WORK</b>		
46.	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.	✓	
47.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	✓	
	<b>L. RESPONSE TIME</b>		
48.	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.	✓	
49.	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.	✓	
50.	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	✓	
	<b>M. INSPECTION AND ACCEPTANCE</b>		
51.	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.	✓	
52.	All repairs shall be done in a professional manner and be inspected by the Owner, or any representative the owner selects, including but not limited to the City of Huntsville Inspection Department.	✓	
	<b>N. CALL BACK SERVICES</b>		
53.	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	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized.	✓	
	<b>O. ALLOWANCE OF IN-HOUSE WORK</b>		
54.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	✓	
	<b>P. MATERIALS &amp; EQUIPMENT</b>		
55.	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.	✓	
56.	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.	✓	
57.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	✓	
	<b>Q. SUMMARY REPORT</b>		
58.	Contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	✓	
	<b>R. INVOICING</b>		
59.	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).	✓	
60.	Original invoices shall be submitted at the completion of each job with the following information:  City of Huntsville General Services Department Attn: Accounts Payable P.O. Box 308 Huntsville, Alabama 35801 Telephone: 256-427-5660  1. Name and address of Contractor 2. Invoice date with period of performance 3. Invoice # 4. Work Order # 5. Bid Number 6. Description, quantity, unit of measure, unit price and extended price of services	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	performed for each location.	✓	
	7. Name, title, phone number and mailing address of person to be notified in event of a defective invoice.	✓	
61.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	✓	
	<b>S. LABOR CHARGES</b>		
62.	The City does not pay overtime or holiday pay.	✓	
63.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	✓	
	<b>T. TRAVEL TIME</b>		
64.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	✓	
	<b>U. HOUR ROUNDING</b>		
65.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	✓	
	<b>V. EXCESS PROJECT AMOUNT</b>		
66.	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.	✓	
	<b>W. FAILURE FORM</b>		
67.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	✓	
68.	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification	✓	
	<b>X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS</b>		
69.	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	✓	
	<b>Y. TERMINATION FOR DEFAULT</b>		
70.	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	✓	
	<b>Z. TERMINATION FOR CAUSE OR CONVENIENCE</b>		
71.	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.	✓	
72.	The chosen bidder shall be required to give the City of Huntsville 60 days' notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	✓	
	<b>AA. 24 HOUR CONTACT</b>		
73.	Provide 3 contact names listing each 24-hour phone numbers.	✓	
74.	Contact #1: Name: <i>James Monaghan</i> Phone Number(s): <i>(256) 656-4897</i>	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
75.	Contact #2: April Armijo Name: Phone Number(s): (931) 625-0562	✓	
76.	Contact #3: Pamela Monaghan Name: Phone Number(s): (931) 625-2455	✓	
	<b>BB. REFERENCES</b>		
77.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.	✓	
78.	Company Name: City of Huntsville General Services Contact Name: Chris Posey Address: 615 Washington St. Huntsville, AL 35801 Phone Number: 256-427-5669 E-mail Address: chris.posey@huntsvilleal.gov	✓	
79.	Company Name: City of Huntsville Community Development Contact Name: Rodney McCallie Address: 305 Fountain Circle Huntsville, AL 35801 Phone Number: 256-585-0653 E-mail Address: rodney.mccallie@huntsvilleal.gov	✓	
80.	Company Name: City of Huntsville General Services Contact Name: Jeffrey Alpha Address: P.O. Box 308 Huntsville, AL 35804 Phone Number: 915-3338 E-mail Address: jeffrey.alpha@huntsvilleal.gov	✓	

**APPENDIX D**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

James Monaghan

Doing-Business-As Name of Proposer:

Monaghan Construction

Principal Office Address:

3304 7th Ave. SW  
Huntsville, AL 35805

Telephone Number:

(256) 656-4897

Fax Number:

(256) 536-2515

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

Corporation       

Partnership       

Individual   X  

Joint Venture       

Other (describe):       

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: \_\_\_\_\_  
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  
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. CONTRACTOR – PUBLIC CONTRACT WITH ENTITIES ENGAGING IN CERTAIN BOYCOTTING ACTIVITIES**

Alabama Legislative Act 2016-312, as adopted on May 5, 2016, prohibits Alabama governmental bodies from entering into contracts with commercial entities that participate in boycotts against nations or business organizations that Alabama citizens can otherwise trade with (members of the World Trade Organization or other countries with which the United States has free-trade agreements).

In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of

Monaghan Construction I do hereby certify and represent that this  
(Insert Name of Business)

business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

I, the undersigned, certify to the State of Alabama as follows:

- a. I am authorized to provide representation set out in this Certificate as the official and binding act of the Contractor and have knowledge of Alabama's Act 2016-312.
- b. In compliance with Act 2016-312, the Contractor is not currently engaged in, or will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

#### **5. 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.

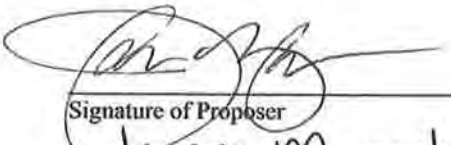
Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder understands that this project is subject to Alabama Department of Transportation Alabama Standards Specifications, 2022 Editions, Section 600, Subitem 106.01(a)2a:



Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state, shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of domestic iron or steel products becomes impractical as a result of a national emergency, national strike or other cause, the awarding authority shall waive the above restriction. (b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

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

  
Signature of Proposer  
James Monaghan  
Print or Type Name of Proposer  
6-7-25  
Date

Monaghan Construction  
Legal Name of Firm  
3304 7th Ave. SW  
Mailing Address  
Huntsville, AL 35805  
City State Zip Code  
(256) 656-4897 (256) 536-2515  
Phone Fax  
jimmonaghan@bellsouth.net  
Email Address  
N/A  
Website Address

## APPENDIX E REPORT OF OWNERSHIP FORM

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

- Legal name(s) (include "doing business as", if applicable): James Moraghan dba Construction Moraghan
- City of Huntsville current taxpayer identification number (if available): 66668  
(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 checked="" 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 type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: [Signature] Title (if applicable): Owner  
Type or legibly write name: James Moraghan Date: 6-7-25



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bagley & Bagley, Inc 102 College St. E Fayetteville, TN 37334	<b>CONTACT NAME:</b> Teela Poole Brown	
	<b>PHONE (A/C, No, Ext):</b> 931-433-3933	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> teela@bagleyandbagley.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> James Monaghan 5 Tulip Lane Fayetteville, TN 37334	<b>INSURER A:</b> Owners Insurance Company	32700
	<b>INSURER B:</b> Auto Owners Insurance Company	18988
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  CLAIMS-MADE OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			03575196	11/07/2024	11/07/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5486516500	11/06/2024	11/06/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			4657519600	11/07/2024	11/07/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			A106561922	11/07/2024	11/07/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

City of Huntsville  
P O Box 308  
Huntsville, AL 35804

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Teela Brown*

STATE OF ALABAMA

E

BID LIMIT:

3,000,000.00

AMOUNT:



LICENSE NO.: 27569

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

MONAGHAN CONSTRUCTION

HUNTSVILLE, AL 35805

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC-S: REMODELING AND ALTERATION

until April 30, 2026 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

5th day of May, 2025

SECRETARY-TREASURER

CHAIRMAN

216493

**BUSINESS LICENSE**  
To Conduct Business in  
The City of Huntsville, Alabama

**2025**

TAXPAYER #: 6668  
CITIZEN STATUS: C

DATE ISSUED: 1/21/2025  
LICENSE NO: 390147

TAXPAYER: MONAGHAN JAMES  
5 TULIP LN  
FAYETTEVILLE TN 37334

LICENSE HOLDER: JAMES MONAGHAN

NAICS CODE: 236115 - NEW SINGLE-FAMILY HOUSING CONSTRUCTION (EXCEPT OPERATIVE BUILDERS)

BUSINESS LOCATION: 1  
LOCATION: MONAGHAN JAMES  
5 TULIP LN  
FAYETTEVILLE TN 37334

BUSINESS LICENSE YEAR: 2025

The licensee named herein is authorized to do business  
at the above specified Business Location as provided  
for the License Schedules listed below:

<u>SECTION NO</u>	<u>TYPE OF LICENSE</u>	<u>AMOUNT</u>
26	CONTRACTOR GENERAL	\$250.00
26RH	RESIDENTIAL HOMEBUILDER	\$250.00
	TOTAL LICENSE	\$500.00
	TOTAL ISSUANCE FEES	\$14.00
	TOTAL PAYMENT	\$514.00

Licenses paid by check are void if check  
is not honored upon first presentation to bank



**RANDY L. CUNNINGHAM**  
DIRECTOR OF INSPECTION SERVICES

**WARNING:** This license is granted as a personal privilege to the individual, partnership or corporation named, and cannot be used by any other individual, partnership or corporation, under penalty of law. This license does not authorize a business to operate in conflict with any City of Huntsville Ordinances or State of Alabama Laws.



Company ID Number: 523147

## 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 Monaghan Construction 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 employee is separated from the company or no longer needs access to E-Verify.



4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
  - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

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

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in

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

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

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

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

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

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

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



and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

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

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

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

**Approved by:**

<b>E-Verify Employer</b> Monaghan Construction	
Name (Please Type or Print)	Title
James Monaghan	Owner
Signature 	Date 4-7-25



<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	Moranahan Construction
Company Facility Address:	3304 7th Ave. SW Huntsville, AL 35805
Company Alternate Address:	5 Tulip Ln. Fayetteville, TN 37334
County or Parish:	Madison, AL
Employer Identification Number:	20-8046008
North American Industry Classification Systems Code:	236
Parent Company:	
Number of Employees:	5-9
Number of Sites Verified for:	1

Are you verifying for more than one site? <b>NO</b>		
If yes, please provide the number of sites verified for in each State:		
State	Number of sites	Site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	James Monaghan
Telephone Number:	256-656-4897
Fax Number:	256-536-2515
E-mail Address:	jimmonaghan@bellsouth.net

Name:	April Armijo
Telephone Number:	931-625-0562
Fax Number:	256-536-2515
E-mail Address:	bamaalm@hotmail.com