



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026

File ID: TMP-6391

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 utilized by various departments.

Update of Bid:

Cole Mechanical - Ice Maker & Freezer Repair & Installation (General Services)

Yard-Nique dba Tidewater Landscape - Weed Eating Services (Cemetery)

Southeast Utilities of Georgia LLC - Aerial and Underground Fiber & Conduit Construction (Traffic Engineering)

RESOLUTION NO. 26- _____

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

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

| <u>VENDOR</u> | <u>COMMODITY/SERVICE</u> | <u>AGREEMENT</u> |
|------------------------------------|-----------------------------------------------------|--------------------------|
| Cole Mechanical | Ice Maker & Freezer Repair & Installation | One Year W/Extensions |
| Yard-Nique dba Tidewater Landscape | Weed Eating Services | One Year W/Extensions |
| Southeast Utilities of Georgia LLC | Aerial and Underground Fiber & Conduit Construction | One Year W/Extensions |

ADOPTED this the 22nd day of January, 2026.

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

APPROVED this the 22nd day of January, 2026.

Mayor of the City of Huntsville, Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** 1/14/26
FROM: John Lang **DEPT:** General Services
BID #: 22-2026-14 **COMMODITY/SERVICE:** Ice Maker & Freezer Repair & Instal

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Cole Mechanical.

RECOMMENDATION: The General Services Department recommends Cole Mechanical for the Ice Maker & Freezer Repair & Installation Svc. bid. Cole Mechanical was the only bidder.

| DESCRIPTION | PRICE | UOM | COMMENT |
|-------------|-------|-------|---------|
| Technician | \$90 | /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: 2026.01.14 09:55:40 -06'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2026.01.14 10:49:27 -06'00'

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A 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 the Advertisement for Bids – Notice to Bidders, bids will be evaluated as a whole or 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.

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: _____

| Quantities provided are for evaluation purposes only. Actual amounts will be subject to amounts needed. | Description | Hourly Rate | Estimated Quantity | Subtotal |
|----------------------------------------------------------------------------------------------------------------|----------------------|--------------------|---------------------------|-----------------|
| | Technician, per hour | \$ 90.00/hr | 8 HR | \$ |
| | Helper, per hour | \$ N/A | 8 HR | \$ |
| TOTAL | | | | \$ |

- Quantities provided are for evaluation purposes only. Actual amounts will be subject to amounts needed.**

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

DANIEL CLOTT
Printed legal name of Bidder

Dan Clott
Signature

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

11/7/2020
Date










APPENDIX B DETAILED REQUIREMENTS CHECKLIST

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

| Line Ref # | SPECIFIC FUNCTIONAL REQUIREMENTS | VENDOR COMPLIANCE | |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----|
| | | YES | NO |
| | A. NOTICE TO BIDDERS | | |
| 1 | Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein. | DC ✓ | |
| | B. LAW AND REGULATIONS | | |
| 2 | The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract. | DC ✓ | |
| | C. LICENSES, APPROVALS, PERMITS, ETC. | | |
| 3 | The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement. | DC ✓ | |
| 4 | The bidder must be licensed and certified by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors Board. State of Alabama License Number : <u>1996209 / 50376</u> | DC ✓ | |
| | D. SCOPE OF SERVICES | | |
| 5 | The contract shall be a fixed labor rate with reimbursement for materials and any disposal costs. 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. | DC ✓ | |
| | E. CONTRACTOR REQUIREMENTS | | |
| 6 | Bidders must have a minimum of three (3) years of experience in the repair and installation of ice maker, freezer and various refrigeration systems and possess all tools of the trade. | DC ✓ | |
| | F. RESPONSIBILITY OF THE CONTRACTOR | | |
| 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 shall not be authorized under this contract. | DC ✓ | |
| 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. | DC ✓ | |
| 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 one (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. | DC ✓ | |
| 10 | The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications. | DC ✓ | |
| 11 | The contractor must provide competent workmen and supervision. | DC ✓ | |
| 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 | DC ✓ | |

| 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. | plc | |
| 13 | Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s). | plc | |
| 14 | The contractor must clean up and remove all debris from the job site in accordance with all local disposal regulations. The City of Huntsville will reimburse disposal cost with proof of documentation. | plc | |
| | G. BACKGROUND CHECKS | | |
| 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. | plc | |
| | H. OSHA & LOCK OUT TAG OUT | | |
| 16 | Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources | plc | |
| | I. ADDITIONAL VENDOR REQUIREMENTS | | |
| 17 | Check-In/Check-Out At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service. | plc | |
| 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. | plc | |
| 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. | plc | |
| | J. REPAIR STATUS, WHEN A DELAY | | |
| 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. | plc | |
| 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. | plc | |
| | K. EXECUTION OF WORK | | |
| 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 | plc | |

| Line Ref # | SPECIFIC FUNCTIONAL REQUIREMENTS | VENDOR COMPLIANCE | |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----|
| | | YES | NO |
| | only one (1) technician will respond for a repair or maintenance call. Furthermore, the contractor must obtain approval to having another technician or helper on site to assist in repairs/maintenance. Any project, which is estimated at \$100,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation. | Yes | |
| 23 | Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants. | Yes | |
| | L. RESPONSE TIME | | |
| 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. | Yes | |
| 25 | 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. | Yes | |
| 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. | Yes | |
| | M. INSPECTION AND ACCEPTANCE | | |
| 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. | Yes | |
| | N. CALL BACK SERVICES | | |
| 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. | Yes | |
| | O. ALLOWANCE OF IN-HOUSE WORK | | |
| 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. | Yes | |
| | P. MATERIALS & EQUIPMENT | | |
| 30 | All materials to be used on each job must be approved by General Services Representative. | Yes | |
| 31 | <p>New or added materials or equipment installed shall be invoiced at the Contractor's actual cost to include any and all discounts offered by their supplier. The Contractor must furnish all labor, tools, materials, equipment and subcontractor work required to provide all required services as outlined in this IFB. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or equipment. The successful bidder shall furnish materials unless otherwise directed by the City of Huntsville.</p> <p>Such materials, equipment rental and subcontractor work shall be itemized and billed at the bidder's actual cost plus ten percent (10%).</p> <p>A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.</p> | Yes | |

| Line Ref # | SPECIFIC FUNCTIONAL REQUIREMENTS | VENDOR COMPLIANCE | |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| | | YES | NO |
| 32 | If during the term of the contract and extension(s) thereto, regulations are passed which require the contractor to purchase or obtain equipment that is necessary for compliance of those regulations in relation to the trade, the contractor shall obtain the required equipment at no liability to the City. |  | |
| 33 | All subcontractor work and equipment rental must be pre-approved by the City of Huntsville. |  | |
| | Q. SUMMARY REPORT | | |
| 34 | Using a Summary Report contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, work order#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report. |  | |
| | R. INVOICING | | |
| 35 | The contractor will invoice the City on a job-by-job/project basis to include a copy of the Summary report. The contractor's invoice shall contain a complete account of all activity for that job/project, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or nonstock items as specified in the resulting contract. All freight charges must be approved by the City in advance. All items that come from stock must be approved along with the price. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly). |  | |
| 36 | <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 P.O. Box 308 Huntsville, Alabama 35801 accountspayable@huntsvilleal.gov</p> <p>A copy of the invoice(s) may also be sent to the General Services Department Attn: Peggy Smith at peggy.smith@huntsvilleal.gov.</p> <ol style="list-style-type: none"> 1. Name and address of Contractor 2. Invoice date 3. Invoice # 4. Work Order # 5. Bid Number 6. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 7. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 8. A job summary Report |   | |
| 37 | Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed. |  | |
| | S. LABOR CHARGES | | |
| 38 | The City does not pay overtime or holiday pay. |  | |
| 39 | The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract. |  | |

| Line Ref # | SPECIFIC FUNCTIONAL REQUIREMENTS | VENDOR COMPLIANCE | |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----|
| | | YES | NO |
| | T. TRAVEL TIME | | |
| 40 | No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site. | <i>Yes</i> | |
| | U. HOUR ROUNDING | | |
| 41 | For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site. | <i>Yes</i> | |
| | V. EXCESS PROJECT AMOUNT | | |
| 42 | When practical, a Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the contractor must obtain approval from the requesting department prior to beginning work. Any project which is estimated to exceed \$100,000.00 in cost will be subject to a separate competitive bid. No project shall be split in order to avoid this limitation. | <i>Yes</i> | |
| | W. FAILURE FORM | | |
| 43 | Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files. | <i>Yes</i> | |
| 44 | In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification | <i>Yes</i> | |
| | X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS | | |
| 45 | The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved. | <i>Yes</i> | |
| | Y. TERMINATION FOR DEFAULT | | |
| 46 | The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job. | <i>Yes</i> | |
| | Z. TERMINATION FOR CAUSE OR CONVENIENCE | | |
| 47 | If the City of Huntsville elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract. | <i>Yes</i> | |
| 48 | The chosen bidder shall be required to give the City of Huntsville 60 days notice before cancellation of the contract, should the bidder wish to end service before the contract expires. | <i>Yes</i> | |
| | AA. 24 HOUR CONTACT | | |
| 49 | Provide 3 contact names listing each 24-hour phone numbers. | | |
| 50 | Contact #1: Name: <i>Daniel Cole</i> Phone Number(s): <i>256-337-4408</i> | | |
| 51 | Contact #2: Name: <i>Danna Freeman</i> Phone Number(s): <i>256-655-6226</i> | | |
| 52 | Contact #3: <i>Cristie Mitchell</i> Name: Phone Number(s): <i>256-656-6616</i> | | |
| | BB. REFERENCES | | |
| 53 | Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years. | | |
| 54 | Company Name: <i>Longwell LLC</i> Contact Name: <i>Jimmy Tugson</i> | | |

| Line Ref # | SPECIFIC FUNCTIONAL REQUIREMENTS | VENDOR COMPLIANCE | |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----|
| | | YES | NO |
| | Address: 2201 S. MINNOC DRIVE H50 AL 3595 Phone Number: 256 - 428 - 3940 E-mail Address: | ye | |
| 55 | Company Name: JACKSON BAPTIST CHURCH Contact Name: LENA KAY Address: 1001 ANDREW JACKSON WAY 35901 Phone Number: 256 - 539 - 5729 E-mail Address: | ye | |
| 56 | Company Name: HARTSHILL BOTANICAL GARDENS Contact Name: THAYER PHILLIPS Address: 4747 BOBWAHATIE AVE H50 AL 35805 Phone Number: 256 830 4447 E-mail Address: | ye | |

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

COLE MECHANICAL

Doing-Business-As Name of Proposer:

Daniel C Cole

Principal Office Address:

1214 PRESIDENTS WAY SE HUNTSVILLE AL 35803

Telephone Number:

256-337-4409

Fax Number:

/

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:

Daniel C Cole

Owner

Paul

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. 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.

Daniel C Cole
Signature of Proposer

DANIEL C COLE
Print or Type Name of Proposer

11712026
Date

COLE MECHANICAL
Legal Name of Firm

1214 PRESTONS WAY SE
Mailing Address

HUNTSVILLE AL 35803
City State Zip Code

256-337-4408
Phone Fax

COLEMECHANICAL.DAN@GMAIL.COM
Email Address

Website Address

APPENDIX D REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): COLE MECHANICAL DBA Daniel Cole
- 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 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/, 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: Daniel Cole Title (if applicable): Owner
Type or legibly write name: DANIEL COLE Date: 1/7/2024

**ATTACHMENT B - CONTINUED
BONDS AND INSURANCE REQUIREMENTS**

STATE OF ALABAMA

COUNTY OF MADISON

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 8 day of JAN, 2026

DANIEL C COLE
Printed Name

Daniel C Cole
Signature

Sworn to, and subscribed before me, the undersigned Notary Public in and for said County and State, on this the 8 day of January, 2026

[Signature]
Notary Public

My Commission Expires: **My Commission Expires 05/03/2028**





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2025

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 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).

| | | | |
|------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PRODUCER Adcock & Frazier Insurance Inc 703 Halsey Ave Huntsville AL 35801 | | CONTACT NAME: Carla Hardin PHONE (A/C, No, Ext): 256-534-4567 E-MAIL: carla@afins1.com ADDRESS: FAX (A/C, No): 256-534-1885 | |
| INSURED Dan Cole d/b/a Cole Mechanical 1214 Presidents Way SE Huntsville AL 35803-3673 | | INSURER(S) AFFORDING COVERAGE INSURER A: OWNERS INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 32700 | |

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 SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | 38215283 | 04/16/2025 | 04/16/2026 | 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 | |
| | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS Property Damage: | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | EACH OCCURRENCE \$ |
| | | | | | | AGGREGATE \$ |
| | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y/N <input type="checkbox"/> N/A | | | | PER STATUTE OTH-ER |
| | | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

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

CERTIFICATE HOLDER**CANCELLATION**

| | |
|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Huntsville Attn: Finance Department 308 Fountain Cir SW Huntsville AL 35801-4240 | 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 <i>Carla Hardin</i> |
|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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State Farm Mutual Automobile Insurance Company

DANIEL COLE
1214 PRESIDENTS WAY SE
HUNTSVILLE AL 35803-3673

Important notice

Policy Information

State Farm® policy number: 0874354-SFP-01

January 6, 2026

DANIEL,

Thank you for being our customer.

We're enclosing the Declarations for the renewal of this policy and new endorsements, if any, that apply to your policy. We also are including other important messages, such as information about your premium, discounts, drivers, and additional coverage options. You can view your policy booklet and endorsements at statefarm.com/policy-library without logging in. For a free paper copy of your policy and endorsements, contact your agent.

This is not a bill. The policy premium is being added to your billing account. If you'd like to pay now, you can pay at statefarm.com/pay1 or contact your agent.

Your premium

The amount you pay for automobile insurance is determined by many factors, including who drives your car, the claims you've had on this policy, and other policies you have with State Farm. If you have an accident when responding to an emergency as a law enforcement officer, firefighter, or ambulance driver, please notify your agent so your premium will not be impacted.

We have applied these adjustments to your premium:

- ✓ Multiple Lines (because you also have Personal Liability Umbrella, Homeowners with us)
- ✓ Vehicle Safety (because your vehicle has important safety features)
- ✓ Tenure (because you have been a loyal auto customer for 18 years)
- ✓ Accident Free for the last 10+ years



State Farm Mutual Automobile Insurance Company
State Farm Insurance
PO Box 2368
Bloomington, IL 61702-2368

Declarations

It is your responsibility to review this Declarations carefully and report to us any incorrect information immediately. You must also notify us if any information changes during the policy period.

Policy number: 0874354-SFP-01

Named insured(s): DANIEL COLE

Policy period: February 24, 2026 to August 24, 2026

The policy period begins and ends at 12:01 am standard time.

Personal Car Policy

Policy address:

1214 PRESIDENTS WAY SE
HUNTSVILLE, AL 35803-3673

Use of the vehicle(s): Business

Automatic Renewal

This policy will be renewed automatically subject to the rates in effect, the coverages carried, the applicable limits, deductibles, and other elements that affect the premium that apply at the time of renewal.

POLICY PREMIUM

This is not a bill. The policy premium is being applied to your billing account. If you'd like to pay now, before your bill is ready, you can pay online, by contacting your agent, or with a remittance slip, if enclosed. The premium(s) shown in the table(s) below are for the policy period and policy characteristics described in this Declarations.

| Vehicle(s) covered | Vehicle Identification Number (VIN) | Premium |
|------------------------------------|-------------------------------------|-----------------|
| Vehicle 001 - 2021 CHEVROLET K3500 | 1GC4YTEY7MF172829 | \$576.15 |
| Total premium: | | \$576.15 |

| Vehicle | | Coverage Symbols | | |
|---------|---------|------------------|--------------|----------------|
| | | Liability A | Medical C | Uninsured U |
| 001 | Premium | \$285.15 | \$9.42 | \$39.58 |



State Farm Mutual Automobile Insurance Company

DANIEL COLE
1214 PRESIDENTS WAY SE
HUNTSVILLE AL 35803-3673

Important notice

Policy Information

State Farm® policy number: 0874354-SFP-01

July 7, 2025

DANIEL,

Thank you for being our customer.

We're enclosing the Declarations for this policy for the period August 24, 2025, to February 24, 2026. Please keep it for your records. It shows you are receiving our new State Farm Personal Car Policy booklet 9801C, which replaces the State Farm Car Policy booklet 9801A previously provided. Your new policy is a multicar policy, meaning more than one vehicle may be insured on this policy. Other coverage changes are explained in the separate Important Notice in this mailing.

The change to the new policy booklet and Declarations means the policy number of your policy has changed to the number above. As a result, we're providing you with the new policy booklet and new endorsements, if any, that apply to your policy. We also are including other important messages, such as information about your premium, discounts, drivers, and additional coverage options. You can view your policy booklet and endorsements at statefarm.com/policy-library without logging in. For a free paper copy of your policy and endorsements, contact your agent.

This is not a bill. The policy premium is being added to your new billing account (see enclosed Billing and Payment Agreement). If you'd like to pay now, you can pay at statefarm.com/pay1 or contact your agent.

Your premium

The amount you pay for automobile insurance is determined by many factors, including who drives your car, the claims you've had on this policy, and other policies you have with State Farm. If you have an accident when responding to an emergency as a law enforcement officer, firefighter, or ambulance driver, your premium will not be impacted.

We have applied these adjustments to your premium:

- ✓ Multiple Lines (because you also have Personal Liability Umbrella with us)
- ✓ Vehicle Safety (because your vehicle has important safety features)

- ✓ Tenure (because you have been a loyal auto customer for 18 years)
- ✓ Accident Free for the last 10+ years

Driver information

Your premium may be influenced by the drivers shown below and the other individuals permitted to drive your vehicle(s). This list does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers reported to us that frequently drive vehicles on this policy and their information, as of August 24, 2025, which may impact the premium:

| Name | Age | Gender | Years licensed | Driver tenure |
|-------------|-----|--------|----------------|---------------|
| DANIEL COLE | 62 | Male | 46 | 18 |

Important information about your policy

Transportation Network Company Driver Coverage

If you use your personal car to provide rides for a Transportation Network Company (TNC), your State Farm Car Policy does not provide coverage to you while you are logged on as a TNC driver. However, the State Farm TNC Driver Coverage endorsement can provide you coverage. If you drive for a TNC, please contact your State Farm agent to learn more about this optional coverage.

If any information on this notice is incomplete or inaccurate, or if you want to confirm the information we have in our records, please contact your agent. For additional information regarding discounts or coverages, see your State Farm agent or visit statefarm.com®.

You can view your policy booklet and endorsements at statefarm.com/policy-library without logging in. For a free paper copy of your policy and endorsements, contact your agent.

You can view financial results and get more information about the State Farm Mutual Automobile Insurance Company at statefarm.com/annualreports.

THANK YOU FOR CHOOSING STATE FARM. WE APPRECIATE YOUR BUSINESS.

If you have any questions, call your State Farm Agent Joe Demos at 256-881-5655. If you are deaf, hard of hearing, or do not use your voice to communicate, you may contact us via 711 or other relay services.

cc: Joe Demos
01-362E

DISCLAIMER: This message is provided for informational purposes only and does not grant any insurance coverage. The terms and conditions of coverage are set forth in your State Farm Personal Car Policy booklet, the most recently issued Declarations, and any applicable endorsements.



State Farm Mutual Automobile Insurance Company
State Farm Insurance
PO Box 2368
Bloomington, IL 61702-2368

Declarations

Policy number: 0874354-SFP-01

Named insureds: DANIEL COLE

Policy period: August 24, 2025 to February 24, 2026
The policy period begins and ends at 12:01 am standard time.

Personal Car Policy

Policy address:

1214 PRESIDENTS WAY SE
HUNTSVILLE, AL 35803-3673

Use of the vehicle(s): Business

Automatic Renewal

This policy will be renewed automatically subject to the rates in effect, the coverages carried, the applicable limits, deductibles, and other elements that affect the premium that apply at the time of renewal.

POLICY PREMIUM

***This is not a bill.** The policy premium is being applied to your billing account. If you'd like to pay now, before your bill is ready, you can pay online, by contacting your agent, or with a remittance slip, if enclosed. The premium(s) shown in the table(s) below are for the policy period and policy characteristics described in this Declarations.*

| Vehicle(s) covered | Vehicle Identification Number (VIN) | Premium |
|------------------------------------|-------------------------------------|-----------------|
| Vehicle 001 - 2021 CHEVROLET K3500 | 1GC4YTEY7MF172829 | \$720.35 |
| Total premium: | | \$720.35 |

| | | Coverage Symbols | | |
|-----|---------|------------------|--------------|----------------|
| | | Liability A | Medical C | Uninsured U |
| 001 | Premium | \$325.74 | \$10.51 | \$44.99 |

| | | Coverage Symbols | | |
|---------|------------|--------------------|----------------|-------------------|
| Vehicle | | Comprehensive D | Collision G | Road Service H |
| 001 | Premium | \$108.07 | \$228.26 | \$2.78 |
| | Deductible | \$100 | \$500 | |

COVERAGE AND LIMITS

This policy provides the following Coverages to the vehicles for which the appropriate "Coverage Symbol" and a corresponding premium are shown in the "POLICY PREMIUM" schedules above.

| Coverage Symbol | Coverage | Limit | |
|--------------------|----------------------------------|---------------------------------------------------------------------------------------------------------------|-------------------------------|
| A | Liability Coverage | Bodily Injury Limit Each Person, \$250,000.00 Property Damage Limit Each Accident \$100,000.00 | Each Accident \$500,000.00 |
| C | Medical Payments Coverage | Each Person \$25,000.00 | |
| U | Uninsured Motor Vehicle Coverage | Bodily Injury Limit Each Person, \$25,000.00 | Each Accident \$50,000.00 |
| D | Comprehensive Coverage | | |
| G | Collision Coverage | | |
| H | Emergency Road Service Coverage | | |

VEHICLE SCHEDULE

Vehicle 001

Vehicle year: 2021
Make: CHEVROLET
Model: K3500
VIN: 1GC4YTEY7MF172829

Garaged address:
1214 PRESIDENTS WAY SE
HUNTSVILLE, AL 35803-3673

Creditors:
REDSTONE FCU
PO BOX 20021
CARMEL, IN 46082-0920

Forms and Endorsements

This policy consists of this Declarations, the policy booklet - Form 9801C, and any endorsements that apply, including those listed below as well as those issued subsequent to the issuance of this policy.

Important Messages

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such as the coverages you have, where you live, the kind of car you drive, how your car is used, who drives the car, and information from consumer reports.

Your premium and eligibility was determined by information on drivers, driving records, and other information you provided, as well as consumer report information, including: Age (in months) of most recent consumer initiated inquiry excluding auto and mortgage accounts, Total charge-off amount on National Consumer Telecom & Utilities Exchange accounts reported in the last 6 months, Total of latest balances for National Consumer Telecom & Utilities Exchange accounts reported in the last 2 months, Number of National Consumer Telecom & Utilities Exchange accounts reported in the last 12 months, Number of National Consumer Telecom & Utilities Exchange satisfactory occurrences reported in the last 12 months

Consumer report reference number(s): 25178017239292

Credit information was obtained on: DANIEL COLE

Please refer to the enclosed insert for additional information.

You have the right to request, no more than once during a 12-month period, that your policy be re-rated using a current credit-based insurance score. Re-rating could result in a lower rate, no change in rate, or a higher rate.

Mutual Conditions

Membership. While this policy is in force, the first named insured shown on the Declarations is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its sole discretion may declare in accordance with reasonable classifications and groupings of policyholders established by the Board.

No contingent liability. This policy is non-assessable.

Annual meeting. The annual meeting of the members of the Company shall be held at its home office in Bloomington, Illinois, on the second Monday of June at the hour of 10 a.m., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be provided to members at least 10 days prior thereto.

In witness whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.



President



Secretary

Agent: Joe Demos

7531 Bailey Cove Road SE
Huntsville, AL 35802
256-881-5655
joe.demos.lzxj@statefarm.com

| | | Coverage Symbols | | |
|---------|------------|--------------------|----------------|-------------------|
| Vehicle | | Comprehensive D | Collision G | Road Service H |
| 001 | Premium | \$80.35 | \$158.68 | \$2.97 |
| | Deductible | \$100 | \$500 | |

Driver Information

The drivers listed below are the drivers reported to us that drive vehicles on this policy and their information, as of February 24, 2026:

| Name | Age |
|-------------|-----|
| DANIEL COLE | 62 |

COVERAGES AND LIMITS

This policy provides the following Coverages to the vehicles for which the appropriate "Coverage Symbol" and a corresponding premium are shown in the "POLICY PREMIUM" schedules above.

| Coverage Symbol | Coverage | Limit |
|--------------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| A | Liability Coverage | Bodily Injury Limit Each Person, \$250,000.00 Each Accident \$500,000.00 Property Damage Limit Each Accident \$100,000.00 |
| C | Medical Payments Coverage | Each Person \$25,000.00 |
| U | Uninsured Motor Vehicle Coverage | Bodily Injury Limit Each Person, \$25,000.00 Each Accident \$50,000.00 |
| D | Comprehensive Coverage | |
| G | Collision Coverage | |
| H | Emergency Road Service Coverage | |

VEHICLE SCHEDULE

Vehicle 001

Vehicle year: 2021
 Make: CHEVROLET
 Model: K3500
 VIN: 1GC4YTEY7MF172829

Garaged address:
 1214 PRESIDENTS WAY SE
 HUNTSVILLE, AL 35803-3673

Creditors:
 REDSTONE FCU
 PO BOX 20021
 CARMEL, IN 46082-0920

Forms and Endorsements

This policy consists of this Declarations, the policy booklet - Form 9801C, and any endorsements that apply, including those listed below as well as those issued subsequent to the issuance of this policy.

Endorsement(s) that apply to the Policy as a whole

| Endorsement number | Endorsement description |
|-----------------------|-------------------------|
| 2601A | AMENDATORY ENDORSEMENT |



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 12/17/2025
FROM: Tara Sloan **DEPT:** Cemetery
BID #: 15-2026-51 **COMMODITY/SERVICE:** Weed Eating Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Yard-Nique dba Tidewater Landscape

RECOMMENDATION: The Cemetery Department recommends that Weed Eating Services be awarded to Yard-Nique dba Tidewater Landscape as they were the lowest bidder.

| DESCRIPTION | PRICE | UOM | COMMENT |
|---------------------|----------|-----------|--------------------|
| Maple Hill Cemetery | \$21,700 | per month | \$260,400 annually |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

INITIAL PURCHASE: As Needed
FUNDING SOURCE: 1000-51-00000-515370-0000000
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

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

Tara Sloan Digitally signed by Tara Sloan
Date: 2025.12.17 10:26:23 -06'00'

12/17/2025

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2025.12.17 12:25:18 -06'00'

12.17.2025

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A 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 the Advertisement for Bids – Notice to Bidders, 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

| Cemetery | Pricing |
|--------------------------------------|------------------------------|
| Maple Hill Cemetery | \$260,400.00 per year |
| Total for Maple Hill Cemetery | \$260,400.00 per year |

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.

Yardnique - dba Tidewater Landscape

Printed legal name of Bidder

William H. Davoli

Signature

William H Davoli, CEO

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

12-15-25

Date

APPENDIX B DETAILED REQUIREMENTS CHECKLIST

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

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

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

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

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Yardnique

Doing-Business-As Name of Proposer:

Tidewater Landscape

Principal Office Address:

1329 Heidt Avenue, Savannah GA 31408

Telephone Number:

843.338.5146

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: 1982

Location of incorporation: North carolina

The corporation is held: Publicly Privately x

Names and titles of corporate officers:

Brian Dumont - CEO

William Davoli - COO

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

City Employee Yes ____ No **x** ____
If "Yes," Department _____

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

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

William H. Davoli
Signature of Proposer

William H Davoli
Print or Type Name of Proposer

12-15-25
Date

Yardnique - dba Tidewater Landscape
Legal Name of Firm

1329 Heidt Avenue, Savannah GA 31408
Mailing Address

City State Zip Code

843.338.5146
Phone Fax

bill.davoli@yardnique.com
Email Address

www.tidewaterusa.com
Website Address

APPENDIX D REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Yardnique - dba Tidewater Landscape
- 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: North Carolina |
| <input type="checkbox"/> Other, please explain: | Number & State (if a filing entity under state law): |

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

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

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

Signature: William H. Davoli Title (if applicable): CEO
 Type or legibly write name: William H Davoli Date: 12-15-25



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **EWD Investments, Inc.** Control Number: **J901180**

Business Type: **Domestic Profit Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **PO BOX 7571, GARDEN CITY, GA, 31418-7571, USA** Date of Formation / Registration Date: **1/20/1989**

State of Formation: **Georgia** Last Annual Registration Year: **2027**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Eddie Deloach**

Physical Address: **1329 Heidt Ave., Garden City, GA, 31408, USA**

County: **Chatham**

OFFICER INFORMATION

| Name | Title | Business Address |
|--------------------|-----------|---------------------------------------|
| DELOACH, CYNTHIA C | Secretary | POB 7571, GARDEN CITY, GA, 31418, USA |
| DELOACH, EDDIE W | CEO | POB 7571, GARDEN CITY, GA, 31418, USA |
| DELOACH, JAMES M | CFO | POB 7571, GARDEN CITY, GA, 31418, USA |

[Back](#)[Filing History](#)[Name History](#)[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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Company ID Number: 2176792



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 **Yard-Nique, 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. 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



Company ID Number: 2176792

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



Company ID Number: 2176792

- 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



Company ID Number: 2176792

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: 2176792

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: 2176792



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: 2176792

Approved by:

| | |
|-------------------------------------------------------------------|---------------------------|
| Employer Yard-Nique, Inc | |
| Name (Please Type or Print) Ashley McDermott | Title |
| Signature Electronically Signed | Date 06/14/2023 |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print) USCIS Verification Division | Title |
| Signature Electronically Signed | Date 06/14/2023 |



Company ID Number: 2176792

| Information Required for the E-Verify Program | |
|-----------------------------------------------------|-----------------------------------------------|
| Information relating to your Company: | |
| Company Name | Yard-Nique, Inc |
| Company Facility Address | 10014 Chapel Hill Rd Morrisville, NC 27560 |
| Company Alternate Address | |
| County or Parish | WAKE |
| Employer Identification Number | 863412476 |
| North American Industry Classification Systems Code | 561 |
| Parent Company | |
| Number of Employees | 500 to 999 |
| Number of Sites Verified for | 1 site(s) |



Company ID Number: 2176792



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

NC

1



Company ID Number: 2176792

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

| | |
|---------------------|--------------------------------|
| Name | Ashlev McDermott |
| Phone Number | 9193889878 |
| Fax | |
| Email | ashlev.mcdermott@vardnique.com |



Company ID Number: 2176792



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:** 1/6/2026
FROM: James Rogers **DEPT:** Traffic Engineering
BID #: 9-2026-75 **COMMODITY/SERVICE:** Aerial and Underground Fiber & Conduit Construction

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Southeast Utilities of Georgia LLC

RECOMMENDATION: Traffic Engineering has reviewed the bid we received, and recommend it be awarded to Southeast Utilities of Georgia LLC.

| DESCRIPTION | PRICE | UOM | COMMENT |
|-------------------------------------------------------------------------------------|----------|------|---------|
| OVERHEAD (Approximately 40,000 feet per year) | \$2.75 | foot | |
| UNDERGROUND-Boring (Approximately 15,000 feet per year) | \$12.00 | foot | |
| UNDERGROUND-Trenching and/or Vibratory Plowing (Approximately 15,000 feet per year) | \$9.18 | foot | |
| SUPERVISOR (Approximately 50 regular hours per year)-REGULAR TIME | \$95.00 | hour | |
| SUPERVISOR(Approximately 50 regular hours per year)-OVERTIME | \$142.50 | hour | |
| SUPERVISOR(Approximately 50 regular hours per year)-HOLIDAY | \$142.50 | hour | |
| TECHNICIAN(Approximately 50 regular hours per year)-REGULAR TIME | \$85.00 | hour | |

INITIAL PURCHASE: As Needed
FUNDING SOURCE: See Second Page
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.

Hannah Brown Digitally signed by Hannah Brown
Date: 2026.01.06 10:26:33 -06'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2026.01.06 11:52:48 -06'00'

1.6.2026

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



CONTRACT/BID AWARD RECOMMENDATION FORM

| | | | |
|---------------|---------------------|---------------------------|----------------------------------------------------------------|
| TO: | <u>Procurement</u> | DATE: | <u>1/06/2026</u> |
| FROM: | <u>James Rogers</u> | DEPT: | <u>Traffic Engineering</u> |
| BID #: | <u>9-2026-75</u> | COMMODITY/SERVICE: | <u>Aerial and Underground Fiber & Conduit Construction</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
Southeast Utilities of Georgia LLC in the approximate amount

(Vendor/Contractor Name)

of Varied Unit Prices for Aerial and Underground Fiber & Conduit Construction to be
(Contract Amount) *(Project Name)*

awarded **January 22, 2026**, was let in compliance with the Code, Title 39 and all
(Council Date)

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

City of Huntsville, Alabama

BY: Rachel Biggs
(Signature)

Rachel Biggs
(Printed Name)

ITS: Deputy Finance Director
(Title)

DATE: 1/20/26

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: _____

Total Base (Based on estimated quantities)

\$ 439,950.00

| INSTALLATION RATES PER FOOT | PER FOOT PRICING |
|---------------------------------------------------------------------------------------------------|------------------|
| OVERHEAD (Approximately 40,000 Feet Per Year) | \$ 2.75 |
| UNDERGROUND-Boring (Approximately 15,000 Feet Per Year) | \$ 12.00 |
| UNDERGROUND-Trenching and/or Vibratory Plowing (Approximately 15,000 Feet Per Year) | \$ 9.18 |

| HOURLY REPAIR RATES PER HOUR | | | |
|-------------------------------------------------------------------|-------------------------|-----------------|-----------------|
| Overtime and Holiday Rates Must Not Exceed Time And A Half | REGULAR TIME | OVERTIME | HOLIDAY |
| SUPERVISOR (Approximately 50 Regular Hours Per Year) | \$95.00 | \$142.50 | \$142.50 |
| TECHNICIAN (Approximately 50 Regular Hours Per Year) | \$85.00 | \$127.50 | \$127.50 |
| HELPER (Approximately 50 Regular Hours Per Year) | \$65.00 | \$97.50 | \$97.50 |

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.

Donny Fitzgerald

Signature of the Proposer

Donny FitzGerald

Print or Type Name of Proposer

12-15-2025

Date

Southeast Utilities of Ga LLC

Type text here

Legal Name of Firm

401 Ellis Road South

Mailing Address

Jacksonville FL 32254

City, State, Zip Code

dfitzgerald@congruex.com

Email Address

APPENDIX C DETAILED REQUIREMENTS

| AERIAL/UNDERGROUND FIBER AND CONDUIT CONSTRUCTION | | Vendor Compliance | |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----|
| SPECIFICATIONS | | YES | NO |
| I. | STANDARD | YES | NO |
| | Fiber optic cables shall be installed and tested in accordance with <u>NECA 301-2004, Installing And Testing Fiber Optic Cables</u> | ✓ | |
| | Work will be conducted and performed in strict compliance with all applicable laws, Ordinances, Rules, Regulations and Agreements including, but not limited to, those established the Federal Communications Commission, the Federal Aviation Administration, the National Electric Code of the National Fire Protection Association, the National Safety Code, the Occupational Safety & Health Administration, all applicable Utility Company Pole Attachments, Joint User Agreements and Franchises. | ✓ | |
| II. | GENERAL | YES | NO |
| | Work will be performed on an "as needed" basis. Emergency call outs must respond within 4 hours. | ✓ | |
| | When possible and practical, City of Huntsville personnel will instruct the contractor of what the work consists of and, when applicable, the materials and materials to be used. Except in the case of an emergency repair, a Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated technician and helper hours. It is required that only one (1) technician respond for a repair call. If the repair will require additional personnel, the contractor must obtain approval from the City. | ✓ | |
| | If the successful bidder is unable to perform within the time required, the City of Huntsville reserves the right to obtain services on the open market. The successful bidder, however, is expected to respond to the majority of calls and their failure to do so may result in termination of their contract or in not having the contract renewed for additional periods. | ✓ | |
| | Regular work hours each day are from 8am – 5pm, overtime and holiday rates shall not exceed regular time and a half and the city will not incur any trip charges under this contract. | ✓ | |
| | New installations will occur during regular work hours | ✓ | |
| | The City of Huntsville's inspection and acceptance of contractual compliance will be accomplished by a representative of the City's Traffic Engineering Department for all work contracted by Traffic Engineering. For any other department within the City of Huntsville that contracts work, that other department will handle their own inspection and acceptance. Traffic Engineering and any other department that utilizes this contract 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. | ✓ | |
| | The successful bidder/contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the City of Huntsville, Alabama. A list of all subcontractors proposed for use on the project shall be provided at the time that bids are received. Lien waivers will be required from all subcontractors at the time of submittal of the final payment request. Subcontractor percentage of work shall not exceed prime contractor percentage of work. | ✓ | |
| | 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 twenty-four (24) hours for non-emergencies. | ✓ | |

| | | | |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| | <p>Materials or equipment installed shall be invoiced at contractor's ACTUAL COST TO INCLUDE ANY AND ALL DISCOUNTS OFFERED BY THEIR SUPPLIER. Contractor must furnish all equipment required to perform the requested work. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or equipment. Materials shall be furnished by the successful bidder unless otherwise directed by the City of Huntsville. Such materials 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 not be subject to the 10% markup.</p> <p style="text-align: center;"> Example: \$10.00 materials \$ 1.00 10% of materials cost \$.80 8% Tax \$11.80 Reimbursement </p> | ✓ | |
| III. | RESPONSIBILITIES OF THE CONTRACTOR | YES | NO |
| | Furnish all material, equipment, tools of the trade, labor, supervision, and transportation necessary for aerial and underground fiber new installations and repair to existing plants and line extensions. | ✓ | |
| | Equipment Includes but is not limited to: All strand and related hardware (bolts, washers, nuts, clamps & straps) Fiber cable, fiber pigtails, fiber connectors Conduct, sweeps and related pedestals or vaults Ground wire Lashing wire All fiber identification tags | ✓ | |
| | Properly protect equipment and property where work is performed including keeping premises and adjoining premises clear of rubbish and remove all tools, equipment and surplus materials leaving job site clean and restored to condition prior to commencement of construction or repairs. | ✓ | |
| | Obtain all necessary licenses and permits. | ✓ | |
| | Provide competent supervision and workmen. | ✓ | |
| | Take all precautions necessary to protect persons and property from injury or damage during the performance of the contract. He shall be 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. | ✓ | |
| | Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s). | ✓ | |
| | Comply with all applicable Federal, State, and County South Georgia regulations the term of the contract and extension(s) thereto, regulations are passed which in order to comply with the contractor is required to purchase or otherwise obtain equipment, which is necessary for the trade, the contractor shall obtain the required equipment at no liability of the City. | ✓ | |
| | Warranty all work for a period of one year. | ✓ | |
| IV. | BIDDERS STATEMENT OF QUALIFICATIONS | YES | NO |
| | Each bidder must provide a minimum of three (3) references for similar contracts to include: company name, phone number and contact person. In addition, each bidder must provide the City of Huntsville with the number of years experience the company has in providing uniform products and/or services. The successful bidder must obtain the appropriate City of Huntsville Business License. | ✓ | |
| | REFERENCES: | | |
| | COMPANY NAME: Huntsville Utilities | | |

| | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| | TELEPHONE NUMBER: 256-652-8377 CONTACT PERSON: Albert Borderline | | |
| | COMPANY NAME: Newberry Electric Co-op TELEPHONE NUMBER: 803-924-9008 CONTACT PERSON: Stephanie Sullivan | | |
| | COMPANY NAME: Augusta Traffic Engineering TELEPHONE NUMBER: 706-564-2701 CONTACT PERSON: Kenny Mass | | |
| V. | EXPERIENCE | YES | NO |
| | Describe your company's experience in performing fiber installations and repairs. | | |
| | SEU was founded in 1997. SEU has close to 100 years of experience in the communications industry combined throughout management. We have completed and currently hold countless contracts building and maintaining coax and fiber systems throughout the Southeast region of the United States. SEU has a variety of business partners ranging from government municipalities to some of the largest communications providers in the United States. | | |
| | Describe your equipment and tools of the trade. | | |
| | SEU currently owns bucket trucks, all tools to build coax and fiber systems. Directional Boring Machines, excavators, vacuum excavation trailers. | | |

| | | | |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| | Splicing trailers, fusion splicers, and an assortment of fleet vehicles | | |
| | Describe the qualifications of the staff that will perform work under this contract. | | |
| | All SEU Managers are certified with OSHA 30. All operators, groundhands, and Project leads are certified with OSHA 10. All aerial crews are certified for aerial telecommunications construction. All excavation crews are certified for plowing, missiling, trenching, and boring. SEU has fiber splicer's certified for coax and/or fiber splicing. (OSP/ISP) | | |

| | |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>List all subcontractors to be used with their name, address and phone numbers.</p> <p>SEU primarily uses inhouse crews depending on work volume.</p> |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------|

**APPENDIX D
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

1. BIDDER INFORMATION

Business Organization

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

Southeast utilities of Georgia LLC

Doing-Business-As Name of Proposer:

Principal Office Address:

402 Ellis Road S

Jacksonville, FL 32254

Telephone Number:

Fax Number:

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

Corporation

Partnership

Individual

Joint Venture

Other (describe):

☒

Limited Liability Company

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 at 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

Southeast Utilities of Georgia LLC

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.

Donny Fitzgerald

Signature of Proposer

Donny FitzGerald

Print or Type Name of Proposer

12-15-2025

Date

Southeast utilities of Georgia LLC

Legal Name of Firm

402 Ellis Road S

Mailing Address

Jacksonville, FL 32254

City

State

Zip Code

(706) 733-3053

Phone

Fax

Email Address

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): Southeast Utilities of Georgia
- 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 checked="" type="checkbox"/> Limited Liability Company (LLC) (Single Member) | Number & State: 000-388-091 |
| <input type="checkbox"/> LLC (Multi-Member) | Number & State: |
| <input type="checkbox"/> Corporation | Number & State: |
| <input type="checkbox"/> Other, please explain: | Number & State (if a filing entity under state law): |

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

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

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

Signature: Donny FitzGerald Title (if applicable): Market Manager
Type or legibly write name: Donny FitzGerald Date: 12-15-2025



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

| | | | |
|---------------------------|-------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------|
| Business Name: | SOUTHEAST UTILITIES OF GEORGIA LLC | Control Number: | K701496 |
| Business Type: | Foreign Limited Liability Company | Business Status: | Active/Owes Current Year AR |
| NAICS Code: | Any legal purpose | NAICS Sub Code: | |
| Principal Office Address: | 300 West Adams Street, Suite 300, Jacksonville, FL, 32202, USA | Date of Formation / Registration Date: | 1/13/1997 |
| Jurisdiction: | Delaware | Last Annual Registration Year: | 2025 |
| Principal Record Address: | 1020 Franke Industrial Drive, Augusta, GA, 30909, USA | | |

REGISTERED AGENT INFORMATION

Registered Agent Name: **C T Corporation System**
Physical Address: **289 S Culver St, Lawrenceville, GA, 30046, USA**
County: **Gwinnett**

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Client Company ID Number: 1828511

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

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Southeast Utilities of Georgia LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:



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

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

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

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

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

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

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

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



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

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

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

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

Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).



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

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

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

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

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

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



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

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

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

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

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

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

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

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

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

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

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



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6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

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

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.

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

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

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

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

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



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

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

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

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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



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



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

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

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

D. RESPONSIBILITIES OF SSA

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

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

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

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

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



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E. RESPONSIBILITIES OF DHS

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



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ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

B. REFERRAL TO DHS

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



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

ARTICLE IV SERVICE PROVISIONS

A. NOSERVICEFEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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



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

B. TERMINATION

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

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of



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

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

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

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

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Southeast Utilities of Georgia LLC (Employer) hereby designates and appoints Insperity Employment Screening, LLC (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

| | |
|-------------------------------------------------------------------|---------------------------|
| Employer | |
| Southeast Utilities of Georgia LLC | |
| Name (Please Type or Print) Kim Miles | Title |
| Signature Electronically Signed | Date 04/29/2022 |
| E-Verify Employer Agent | |
| Insperity Employment Screening, LLC | |
| Name (Please Type or Print) Kim Miles | Title |
| Signature Electronically Signed | Date 04/29/2022 |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print) USCIS Verification Division | Title |
| Signature Electronically Signed | Date 05/02/2022 |



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| Information Required for the E-Verify Program | |
|-----------------------------------------------------|------------------------------------------------|
| Information relating to your Company: | |
| Company Name | Southeast Utilities of Georgia LLC |
| Company Facility Address | 1020 Franke Industrial Dr Augusta, GA 30909 |
| Company Alternate Address | 1020 Franke Industrial Dr Augusta, GA 30909 |
| County or Parish | RICHMOND |
| Employer Identification Number | 582291133 |
| North American Industry Classification Systems Code | 237 |
| Parent Company | |
| Number of Employees | 100 to 499 |
| Number of Sites Verified for | 14 site(s) |



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

| | |
|----|---|
| AL | 1 |
| FL | 5 |
| GA | 3 |
| MS | 1 |
| SC | 3 |
| TN | 1 |



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

Name Shriya Bhosale
Phone Number 7205896265
Fax
Email sbhosale@conquex.com

Name Christian Borden
Phone Number 7206578575
Fax
Email cborden@conquex.com



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

APPENDIX G
SPECIAL TERMS AND CONDITIONS

N/A