



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023

File ID: TMP-2640

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.

Type of Document: Resolution No.

Finance Information:

Account Number: See additional comments below.

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

Total Cost: \$ Various 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 utilizes by various departments.

Update of Bids:

Southern Landscape & Lawncare, Inc. - Landscape Maintenance Services (Landscape Management)

Quality Creative Landscape of H'ville - Landscape Maintenance Services (Landscape Management)

Traffic Logix Corporation - Traffic Speed Cushions (Traffic Engineering)

RESOLUTION NO. 23 - _____

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 being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Southern Landscape & Lawncare, Inc.	Landscape Maintenance Services	One Year W/Extensions
Quality Creative Landscape of H'ville	Landscape Maintenance Services	One Year W/Extensions
Traffic Logix Corporation	Traffic Speed Cushions	One Year W/Extensions

ADOPTED this the 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

Mayor of the City of Huntsville, Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement DATE: 2/15/23
 FROM: Brian Walker DEPT: Landscape Management
 BID #: 29-2023-52 COMMODITY/SERVICE: Landscape Maintenance Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Southern Landscape & Lawncare, Inc.

RECOMMENDATION: It is recommended Southern Landscape & Lawncare be awarded Packages A-N and Packages P-R as they were the lowest responsive bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Package A:	31,500.00	Annual	
Package B:	19,200.00	Annual	
Package C:	14,340.00	Annual	
Package D:	18,900.00	Annual	
Package E:	7,200.00	Annual	
Package F:	8,520.00	Annual	
Package G:	7,320.00	Annual	

INITIAL PURCHASE: As Needed
 FUNDING SOURCE: Various
 TERM OF CONTRACT: One Time
 One Year w/ Additional One Year Extensions as Allowable by State Law
 One Year
 Three Months
 Other (Explain)

APPROVALS:

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

Brian R. Walker Digitally signed by Brian R. Walker
Date: 2023.02.15 11:19:04 -06'00' 2/15/2023
 Department Head Date

Tamara M. Yancy Digitally signed by Tamara M.
Yancy
Date: 2023.02.20 11:32:24 -06'00' 2/20/2023
 Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

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

Invitation For Bids Landscape Maintenance Services

Invitation for Bid #:	29-2023-52
Issue Date:	January 17, 2023
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	January 31, 2023 @ 2:00 PM All questions must be submitted in writing to erin.motes@huntsvilleal.gov
IFB Closing Date:	February 7, 2023 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Erin Motes erin.motes@huntsvilleal.gov (256) 427-5056 (256) 427-5059 fax
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	Landscape Maintenance Services Pricing Form 2023.xlsx Landscape Maintenance Services Maps 2023.pdf
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Landscape Maintenance Services 2023

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	DETAILED REQUIREMENTS	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.	BG	
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.	BG	
3	Contractors will park at meters, or in parking lots in designated parking spaces, on the day of their maintenance. The City will not require companies that are under contract with the City for Lawn Maintenance Services to feed parking meters while servicing the City properties.	BG	
4	Properties to be maintained, frequency and permitted times of acceptable service, are described herein as a separate file, Landscape Maintenance Services Pricing Form 2023.xlsx, posted on our BidNet web site.	BG	
5	Cut lines are currently established on all properties. A separate PDF file (Landscape Maintenance Services Maps 2023.pdf) is posted on the BidNet web site containing the maps that indicate the locations and areas for services to be performed. These maps are a general reference guide and not guaranteed to be exact. It is the responsibility of the Bidder to visit the properties themselves and not rely solely on the City's maps.	BG	
6	Some private property owners may maintain the right-of-way frontage of their property. This is acceptable with the City if standards are comparable, and schedules are coordinated by the Contractor and the property owner. In the event that such private owners cease to maintain right-of-way(s), it shall be the Contractor's responsibility to begin maintenance at no additional cost to the City.	BG	
7	The Bidder's price is fixed and not determined by acreage but rather by lump sum.	BG	
8	All work and services shall be performed by the Contractor or its employees.	BG	
A. MOWING/EDGING			
9	Mow fescue/bermuda areas to a height of 2" to 2-1/2" in accordance with the frequency listed in the separate attached file, Landscape Maintenance Services Pricing Form 2023.xlsx, posted on our BidNet web site.	BG	
10	Trim and edge each mowing cycle.	BG	
11	Remove grass and weed clippings after each visit. Clippings must not be thrown into beds.	BG	
12	All grass shall be removed by mechanical or chemical means from curbs and gutters.	BG	
13	Remove litter prior to mowing. If litter is cut during mowing, stop and remove at once.	BG	
14	Site shall be swept or blown clean after mowing/trimming.	BG	
15	Discharge guards shall be in the down position at all times.	BG	
16	Stick edgers are to be used for curb and sidewalk edging only. Curb dressers are not acceptable.	BG	

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
B. BLOWING			
17	Grass clippings or debris caused by mowing, trimming or edging shall be immediately removed from adjacent walks, curbs, beds and roadway areas on the same day as turf is mowed, trimmed or edged.	BG	
18	Grass clippings or debris shall be removed in such a way as to not cause drift into roadways, adjacent properties or storm drains.	BG	
19	At the end of each mowing cycle, the Contractor is responsible for checking storm drain inlets and making sure they are clear of any clippings and debris, regardless of the origin of the debris. Clippings blown into street that will eventually end up in storm drains is illegal and will not be tolerated.	BG	
C. LEAF REMOVAL			
20	Gather and remove leaves on a weekly basis during October, November, December and January. Gather and remove leaves on an as-needed basis for all other months.	BG	
D. LITTER AND TRASH MANAGEMENT			
21	It is the City's intent for all pricing to include Litter and Trash Management.	BG	
22	All walks, turf areas, beds and parking areas will be policed free of all trash and debris (includes cigarettes, tree limbs, pine cones, sticks, discarded gum, cans, bottles, litter in water, etc.) at each visit.	BG	
E. DAMAGE TO PROPERTY			
23	Sprinkler heads or other property broken by the Contractor shall be replaced or repaired at the Contractor's expense.	BG	
24	The City Representative must be notified upon damage and intent to repair.	BG	
F. ADDITIONAL PROPERTY			
25	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.	BG	
G. REDUCING PROPERTY			
26	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.	BG	
II. RESPONSIBILITIES OF THE CONTRACTOR			
27	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).	BG	
28	B. Contractor must provide modern communication (cell phone and/or pager) numbers to the City Representative.	BG	
29	C. Contractor must provide a working telephone (cell phone and/or pager) number for service area calls.	BG	
30	D. Contractor shall provide the insurance coverage required within this IFB.	BG	
31	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.	BG	
32	F. Contractor must have performed comparable landscaping services for a minimum of three (3) years and attach documentation to this bid.	BG	

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
33	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.	BG	
34	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.	BG	
35	I. Contractor's work vehicles must display the company name.	BG	
36	J. Contractor service personnel shall maintain a neat appearance in suitable clothing, with identifying company attire (i.e. T-Shirt).	BG	
37	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.	BG	
38	L. Damage by the Contractor and service personnel shall be repaired and restored without cost to the City.	BG	
39	M. Contractors shall comply with State of Alabama Department of Transportation regulations concerning traffic control devices.	BG	
40	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.	BG	
41	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.	BG	
42	P. Any items of value found by the Contractor must be turned into City personnel.	BG	
43	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.	BG	

**APPENDIX F
BIDDER PRICING FORM**

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated 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: _____

SEE SEPARATE EXCEL FILE POSTED ON THE BIDNET WEB SITE:
Landscape Maintenance Services Pricing Form 2023.xlsx
Bidder must complete, sign and submit this form.

This Price Bid Form is hereby submitted by the undersigned:

Southern Landscape and Lawncare, Inc

Printed legal name of Bidder

Signature

Buddy Guffey, Owner

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

02-06-2023

Date

LANDSCAPE MAINTENANCE SERVICES 2023 PRICING FORM

Bidder must complete and submit this form.

(Print Pricing Form in Landscape Setting)

SOUTHERN LANDSCAPE AND LAWCARE, INC.

COMPANY NAME:

PACKAGE	PROPERTY NAME	LOCATION	FREQUENCY	ACCEPTABLE SERVICE TIMES	MONTHLY PRICE	ANNUAL PRICE	ANNUAL TOTAL PER PACKAGE
A	Carl T. Jones, North & South	Whitesburg Dr. to Cecil Ashburn Dr. (Includes islands)	Weekly	Mon - Fri	\$1,800.00	\$21,600.00	
	Cecil Ashburn Dr.	Bailey Cove Rd. to Avalon Dr.	Weekly	Mon - Fri	\$625.00	\$7,500.00	
	Carl T. Jones, East Side	North of Cecil Ashburn Dr. from CVS to Waffle House	Weekly	Mon - Fri	\$ 200.00	\$2,400.00	\$31,500.00
B	All Downtown Streets	See Package B Map	Weekly	Mon - Fri	\$1,600.00	\$19,200.00	\$19,200.00
C	Parking Lots:						
	Lot A Parking	Fountain Cir.	Weekly	Mon - Fri	\$120.00	\$1,440.00	
	Lot C Parking	Church St.	Weekly	Mon - Fri	\$120.00	\$1,440.00	
	Lot D Parking	Holmes Ave. & Green St.	Weekly	Mon - Fri	\$120.00	\$1,440.00	
	Lot E Parking	Green St. & Eustis St.	Weekly	Mon - Fri	\$65.00	\$780.00	
	Lot H Parking	100 Holmes Ave.	Weekly	Mon - Fri	\$100.00	\$1,200.00	
	Lot H-1 Parking	100 Holmes Ave.	Weekly	Mon - Fri	\$65.00	\$780.00	
	Lot K Parking	320 Clinton Ave.	Weekly	Mon - Fri	\$185.00	\$2,220.00	
	Lot U Parking	Eustis St. & Green St.	Weekly	Mon - Fri	\$100.00	\$1,200.00	
	Lot V Parking	Clinton Ave. West of VBCC	Weekly	Mon - Fri	\$125.00	\$1,500.00	\$12,000
	Downtown Lots:						
	Lot next to Clinton Ave. Post Office	East side of Post Office on Clinton Ave.	Weekly	Mon - Fri	\$110.00	\$1,320.00	
	Lot behind Clinton Ave. Post Office	South side of Post Office on Clinton Ave.	Bi-Weekly	Mon - Fri	\$85.00	\$1,020.00	\$2,340.00
D	Facility Area 1:						
	MIPSC	Wheeler Ave.	Weekly	Mon - Fri	\$800.00	\$9,600.00	
	Baker Building	820 Wheeler Ave.	Weekly	Mon - Fri	\$100.00	\$1,200.00	
	Wheeler Parking	Wheeler Ave.	Weekly	Mon - Fri	\$200.00	\$2,400.00	
	Martin Luther King Center	120 East Holmes Ave.	Weekly	Mon - Fri	\$200.00	\$2,400.00	
	Westside Center	125 Earl St.	Weekly	Mon - Fri	\$275.00	\$3,300.00	\$18,900.00
E	Huntsville Railroad Depot	320 Church Street NW	Weekly	Mon - Fri	\$600.00	\$7,200.00	\$7,200.00
F	Animal Control Complex:						
	A Cleaner Way	4950 Triana Blvd.	Weekly	Mon - Fri	\$710	\$8,520.00	\$8,520.00
G	Gallatin St/Lowe Ave.	660 Lowe Ave.	Bi-Weekly	Mon - Fri	\$200	\$2,400.00	
	Pollard Cir.	See Package G Map	Bi-Weekly	Mon - Fri	\$200	\$2,400.00	

PACKAGE	PROPERTY NAME	LOCATION	FREQUENCY	ACCEPTABLE SERVICE TIMES	MONTHLY PRICE	ANNUAL PRICE	ANNUAL TOTAL PER PACKAGE
	Saint Clair St.	Between Fackler St. & Turner St.	Weekly	Mon - Fri	\$210	\$2,520.00	\$7,320.00
H	Westchester Ave. Westbury Dr.	See Package H Map Round-A-Bout	Weekly	Mon - Fri	\$740	\$8,880.00	
I	Pratt Ave. Medians (5) Big Cove Rd./California St./Governors Dr.	East of Andrew Jackson Way, Five Points North side	Weekly	Mon - Fri	\$185	\$2,220.00	
J	Joseph Lowery Blvd. Pelham Park	Governors Dr. north to Pelham Ave. Pelham Ave. to Williams	Weekly	Mon - Fri	\$150	\$1,800.00	
K	Campus 805 (Butler Green)		Weekly	Mon - Fri	\$55	\$660.00	
L	Station	2606 Clinton Ave.	Weekly	Mon - Fri	\$210	\$2,520.00	\$2,820.00
M	Natatorium	South end of Ivy St. after Drake Ave. Intersection	Weekly	Mon - Fri	*** doesn't autocalculate		\$4,980
N	Shurney Legacy Center	3011 Sparkman Drive NW	Weekly	Mon - Fri	\$235	\$2,820.00	\$2,820.00
O	Mark Russell Recreational Park	429 Taylor Road	Weekly	Mon - Fri	\$1,100	\$13,200.00	\$13,200.00
P	Benton Wilcoxon Municipal Ice Complex	3185 Leeman Ferry Road	Weekly	Mon-Fri	\$500	\$6,000.00	\$6,000.00
Q	Police/FBI Firing Range	292 Wall Triana Highway, Madison	Weekly	Mon-Fri	\$620	\$7,440.00	\$7,440.00
R	Public Safety Training Facility	5365 Triana Boulevard	Weekly	Mon-Fri	\$1,350	\$16,200.00	\$16,200.00
			Weekly	Mon-Fri	\$1,120	\$13,440.00	\$13,440.00
			Weekly	Mon-Fri	\$450	\$5,400.00	\$5,400.00

This Price Bid Form is hereby submitted by the undersigned:

Southern Landscape and Lawn care, Inc.

Printed legal name of Bidder



Signature

Buddy Guffey, Owner
Printed name of individual/corporate officer/general partner/joint venturer AND Title

2/6/2023

Date

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Southern Landscape and Lawncare, Inc.
- City of Huntsville current taxpayer identification number (if available): 22-3895269
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)


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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	
<input type="checkbox"/> General Partnership	
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>000-225-964, AL</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): Owner
 Type or legibly write name: Buddy Guffey Date: 02-06-2023



Alabama Secretary of State



Southern Landscape & Lawn Care, Inc.	
Entity ID Number	000 - 225 - 964
Entity Type	Domestic Corporation
Principal Address	HUNTSVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	11/14/2002
Registered Agent Name	PHILLIPS, CURTIS
Registered Office Street Address	1606 GREENWYCHE RD HUNTSVILLE, AL 35801
Registered Office Mailing Address	Not Provided
Nature of Business	LANDSCAPE/LAWN CARE SERVICES
Capital Authorized	1,000
Capital Paid In	---
Incorporators	
Incorporator Name	MCCRARY, M VANCE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
<p>Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.</p>	
Report Year	2002 2003 2005 2006 2007 2012 2015 2016 2017 2018 2019 2020 2021 2022
Scanned Documents	
Document Date / Type / Pages	11/14/2002 Certificate of Formation 3 pgs.

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**APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

1. BIDDER INFORMATION

Business Organization

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

Southern Landscape and Lawncare, Inc

Doing-Business-As Name of Proposer:

Principal Office Address:

P.O. Box 158

Brownsboro, AL 35741

Telephone Number:

256-679-9429

Fax Number:

256-964-8993

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

Corporation

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

10-04-2002

Location of incorporation:

Huntsville, AL

The corporation is held:

Publicly Privately

Names and titles of corporate officers:

Buddy Guffey, Owner

Partnership Statement

If a partnership, answer the following:

NA

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:

NA

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

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

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

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

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

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

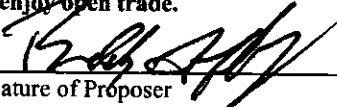
4. ACKNOWLEDGEMENTS

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

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

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

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


Signature of Proposer
Buddy Guffey
Print or Type Name of Proposer
02-06-2023
Date

Southern Landscape Thawn Care Inc
Legal Name of Firm
P.O. Box 158
Mailing Address
Brownsboro AL 35741
City State Zip Code
256-679-9429
Phone Fax
buddy.guffey@aol.com
Email Address

Website Address

Company ID Number: 1140110

Approved by:

Employer Southern Landscape and Lawn care Inc	
Name (Please Type or Print) Buddy Guffey	Title
Signature Electronically Signed	Date 11/03/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/03/2016

Company ID Number: 1140110

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Southern Landscape and Lawn care Inc
Company Facility Address	608 Church Street Huntsville, AL 35801
Company Alternate Address	P.O. Box 158 Brownsboro, AL 35741
County or Parish	MADISON
Employer Identification Number	223895269
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1140110

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

ALABAMA

1 site(s)



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement DATE: 2/15/23
 FROM: Brian Walker DEPT: Landscape Management
 BID #: 29-2023-52 COMMODITY/SERVICE: Landscape Maintenance Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Quality Creative Landscape of H'ville

RECOMMENDATION: It is recommended Quality be awarded Package O as they were the overall lowest responsive bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Package O: Mark Russell Recreational Park	595.00	Month	

INITIAL PURCHASE: As Needed
 FUNDING SOURCE: Various
 TERM OF CONTRACT: One Time
 One Year w/ Additional One Year Extensions as Allowable by State Law
 One Year
 Three Months
 Other (Explain)

APPROVALS:

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

Brian R. Walker Digitally signed by Brian R. Walker
Date: 2023.02.15 11:18:33 -06'00' 2/15/2023
 Department Head Date

Tamara M. Yancy Digitally signed by Tamara M.
Yancy
Date: 2023.02.20 11:32:56 -06'00' 2/20/2023
 Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

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

Invitation For Bids Landscape Maintenance Services

Invitation for Bid #:	29-2023-52
Issue Date:	January 17, 2023
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	January 31, 2023 @ 2:00 PM All questions must be submitted in writing to erin.motes@huntsvilleal.gov
IFB Closing Date:	February 7, 2023 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Erin Motes erin.motes@huntsvilleal.gov (256) 427-5056 (256) 427-5059 fax
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	Landscape Maintenance Services Pricing Form 2023.xlsx Landscape Maintenance Services Maps 2023.pdf
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Landscape Maintenance Services 2023

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	DETAILED REQUIREMENTS	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.	✓	
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.	✓	
3	Contractors will park at meters, or in parking lots in designated parking spaces, on the day of their maintenance. The City will not require companies that are under contract with the City for Lawn Maintenance Services to feed parking meters while servicing the City properties.	✓	
4	Properties to be maintained, frequency and permitted times of acceptable service, are described herein as a separate file, Landscape Maintenance Services Pricing Form 2023.xlsx, posted on our BidNet web site.	✓	
5	Cut lines are currently established on all properties. A separate PDF file (Landscape Maintenance Services Maps 2023.pdf) is posted on the BidNet web site containing the maps that indicate the locations and areas for services to be performed. These maps are a general reference guide and not guaranteed to be exact. It is the responsibility of the Bidder to visit the properties themselves and not rely solely on the City's maps.	✓	
6	Some private property owners may maintain the right-of-way frontage of their property. This is acceptable with the City if standards are comparable, and schedules are coordinated by the Contractor and the property owner. In the event that such private owners cease to maintain right-of-way(s), it shall be the Contractor's responsibility to begin maintenance at no additional cost to the City.	✓	
7	The Bidder's price is fixed and not determined by acreage but rather by lump sum.	✓	
8	All work and services shall be performed by the Contractor or its employees.	✓	
A. MOWING/EDGING			
9	Mow fescue/bermuda areas to a height of 2" to 2-1/2" in accordance with the frequency listed in the separate attached file, Landscape Maintenance Services Pricing Form 2023.xlsx, posted on our BidNet web site.	✓	
10	Trim and edge each mowing cycle.	✓	
11	Remove grass and weed clippings after each visit. Clippings must not be thrown into beds.	✓	
12	All grass shall be removed by mechanical or chemical means from curbs and gutters.	✓	
13	Remove litter prior to mowing. If litter is cut during mowing, stop and remove at once.	✓	
14	Site shall be swept or blown clean after mowing/trimming.	✓	
15	Discharge guards shall be in the down position at all times.	✓	
16	Stick edgers are to be used for curb and sidewalk edging only. Curb dressers are not acceptable.	✓	

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
B. BLOWING			
17	Grass clippings or debris caused by mowing, trimming or edging shall be immediately removed from adjacent walks, curbs, beds and roadway areas on the same day as turf is mowed, trimmed or edged.	✓	
18	Grass clippings or debris shall be removed in such a way as to not cause drift into roadways, adjacent properties or storm drains.	✓	
19	At the end of each mowing cycle, the Contractor is responsible for checking storm drain inlets and making sure they are clear of any clippings and debris, regardless of the origin of the debris. Clippings blown into street that will eventually end up in storm drains is illegal and will not be tolerated.	✓	
C. LEAF REMOVAL			
20	Gather and remove leaves on a weekly basis during October, November, December and January. Gather and remove leaves on an as-needed basis for all other months.	✓	
D. LITTER AND TRASH MANAGEMENT			
21	It is the City's intent for all pricing to include Litter and Trash Management.	✓	
22	All walks, turf areas, beds and parking areas will be policed free of all trash and debris (includes cigarettes, tree limbs, pine cones, sticks, discarded gum, cans, bottles, litter in water, etc.) at each visit.	✓	
E. DAMAGE TO PROPERTY			
23	Sprinkler heads or other property broken by the Contractor shall be replaced or repaired at the Contractor's expense.	✓	
24	The City Representative must be notified upon damage and intent to repair.	✓	
F. ADDITIONAL PROPERTY			
25	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			
26	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			
27	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).	✓	
28	B. Contractor must provide modern communication (cell phone and/or pager) numbers to the City Representative.	✓	
29	C. Contractor must provide a working telephone (cell phone and/or pager) number for service area calls.	✓	
30	D. Contractor shall provide the insurance coverage required within this IFB.	✓	
31	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.	✓	
32	F. Contractor must have performed comparable landscaping services for a minimum of three (3) years and attach documentation to this bid.		✓

2 years 6 months
in HSU
1986 - Present in Birmingham

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
33	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.	✓	
34	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.	✓	
35	I. Contractor's work vehicles must display the company name.	✓	
36	J. Contractor service personnel shall maintain a neat appearance in suitable clothing, with identifying company attire (i.e. T-Shirt).	✓	
37	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.	✓	
38	L. Damage by the Contractor and service personnel shall be repaired and restored without cost to the City.	✓	
39	M. Contractors shall comply with State of Alabama Department of Transportation regulations concerning traffic control devices.	✓	
40	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.	✓	
41	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.	✓	
42	P. Any items of value found by the Contractor must be turned into City personnel.	✓	
43	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.	✓	

APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated 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: _____

SEE SEPARATE EXCEL FILE POSTED ON THE BIDNET WEB SITE:
Landscape Maintenance Services Pricing Form 2023.xlsx
Bidder must complete, sign and submit this form.

This Price Bid Form is hereby submitted by the undersigned:

James Bishop

Printed legal name of Bidder

Stuart Trowbridge

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

James Bishop

Signature

2/7/2023

Date

LANDSCAPE MAINTENANCE SERVICES 2023 PRICING FORM

Bidder must complete and submit this form.

(Print Pricing Form in Landscape Setting)

COMPANY NAME: Quality Creative Landscaping of Huntsville LLC

PACKAGE	PROPERTY NAME	LOCATION	FREQUENCY	ACCEPTABLE SERVICE TIMES	MONTHLY PRICE	ANNUAL PRICE	ANNUAL TOTAL PER PACKAGE
A	Carl T. Jones, North & South	Whitesburg Dr. to Cecil Ashburn Dr. (Includes Islands)	Weekly	Mon - Fri		\$0.00	
	Cecil Ashburn Dr.	Bailey Cove Rd. to Avalon Dr.	Weekly	Mon - Fri		\$0.00	
	Carl T. Jones, East Side	North of Cecil Ashburn Dr. from CVS to Waffle House	Weekly	Mon - Fri		\$0.00	\$0.00
B	All Downtown Streets	See Package B Map	Weekly	Mon - Fri		\$0.00	\$0.00
	Parking Lots:						
C	Lot A Parking	Fountain Cir.	Weekly	Mon - Fri		\$0.00	
	Lot C Parking	Church St.	Weekly	Mon - Fri		\$0.00	
	Lot D Parking	Holmes Ave. & Green St.	Weekly	Mon - Fri		\$0.00	
	Lot E Parking	Green St. & Eustis St.	Weekly	Mon - Fri		\$0.00	
	Lot H Parking	100 Holmes Ave.	Weekly	Mon - Fri		\$0.00	
	Lot H-1 Parking	100 Holmes Ave.	Weekly	Mon - Fri		\$0.00	
	Lot K Parking	320 Clinton Ave.	Weekly	Mon - Fri		\$0.00	
	Lot U Parking	Eustis St. & Green St.	Weekly	Mon - Fri		\$0.00	
	Lot V Parking	Clinton Ave. West of VBCC	Weekly	Mon - Fri		\$0.00	
	Downtown Lots:						
	Lot next to Clinton Ave. Post Office	East side of Post Office on Clinton Ave.	Weekly	Mon - Fri		\$0.00	
	Lot behind Clinton Ave. Post Office	South side of Post Office on Clinton Ave.	Bi-Weekly	Mon - Fri		\$0.00	\$0.00
	Facility Area 1:						
D	MPPSC	Wheeler Ave.	Weekly	Mon - Fri		\$0.00	
	Baker Building	820 Wheeler Ave.	Weekly	Mon - Fri		\$0.00	
	Wheeler Parking	Wheeler Ave.	Weekly	Mon - Fri		\$0.00	
	Martin Luther King Center	120 East Holmes Ave.	Weekly	Mon - Fri		\$0.00	
	Westside Center	125 Earl St.	Weekly	Mon - Fri		\$0.00	\$0.00
E	Huntsville Railroad Depot	320 Church Street NW	Weekly	Mon - Fri		\$0.00	\$0.00
F	Animal Control Complex:						
	A Cleaner Way	4950 Triana Blvd.	Weekly	Mon - Fri	\$975	\$11,700.00	\$11,700.00
G	Gallatin St/Lowe Ave.	660 Lowe Ave.	Bi-Weekly	Mon - Fri		\$0.00	
	Pollard Cir.	See Package G Map	Bi-Weekly	Mon - Fri		\$0.00	\$0.00

PACKAGE	PROPERTY NAME	LOCATION	FREQUENCY	ACCEPTABLE SERVICE TIMES	MONTHLY PRICE	ANNUAL PRICE	ANNUAL TOTAL PER PACKAGE
	Saint Clair St.	Between Fackler St. & Turner St.	Weekly	Mon - Fri		\$0.00	\$0.00
	Westchester Ave.	See Package H Map	Weekly	Mon - Fri		\$0.00	
H	Westbury Dr.	Round-A-Bout	Weekly	Mon - Fri		\$0.00	\$0.00
	Pratt Ave. Medians (5)	East of Andrew Jackson Way, Five Points	Weekly	Mon - Fri		\$0.00	
I	Big Cove Rd./California St./Governors Dr.	North side	Weekly	Mon - Fri		\$0.00	\$0.00
	Joseph Lowery Blvd.	Governors Dr. north to Pelham Ave.	Weekly	Mon - Fri		\$0.00	
	Pelham Park	Pelham Ave. to Williams	Weekly	Mon - Fri		\$0.00	\$0.00
	Campus 805 (Butler Green)	2606 Clinton Ave.	Weekly	Mon - Fri	\$825.00	\$9,900.00	\$9,900.00
L	Station		Weekly	Mon - Fri		\$0.00	\$0.00
M	Natorium	South end of Ivy St. after Drake Ave. Intersection	Weekly	Mon-Fri	\$950	\$11,400.00	\$11,400.00
N	Shurney Legacy Center	3011 Sparkman Drive NW	Weekly	Mon-Fri		\$0.00	\$0.00
	Mark Russell Recreational Park	429 Taylor Road	Weekly	Mon-Fri	\$595	\$7,140.00	\$7,140.00
P	Benton Wilcoxon Municipal Ice Complex	3185 Leeman Ferry Road	Weekly	Mon-Fri		\$0.00	\$0.00
Q	Police/FBI Firing Range	292 Wall Triana Highway, Madison	Weekly	Mon-Fri		\$0.00	\$0.00
R	Public Safety Training Facility	5365 Triana Boulevard	Weekly	Mon-Fri		\$0.00	\$0.00

This Price Bid Form is hereby submitted by the undersigned:

Senes Bishop

Printed legal name of Bidder

Stuart Treubridge - Treasurer

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

Sen Bishop
Signature

2/17/2023
Date

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Quality Creative Landscape of Huntsville, LLC
- City of Huntsville current taxpayer identification number (if available): 85-3106090
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	
<input type="checkbox"/> General Partnership	
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input checked="" type="checkbox"/> LLC (Multi-Member)	Number & State: <u>000-649-617 Alabama</u>
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, 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: James Bishop Title (if applicable): General Manager
 Type or legibly write name: James Bishop Date: 2/7/2023



Alabama Secretary of State



Quality Creative Landscaping of Huntsville, LLC	
Entity ID Number	000 - 649 - 617
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Jefferson County
Formation Date	09/16/2020
Registered Agent Name	CRIM, CRAIG A
Registered Office Street Address	6104 OLD QUARRY ROAD BIRMINGHAM, AL 35235
Registered Office Mailing Address	6104 OLD QUARRY ROAD BIRMINGHAM, AL 35235
Nature of Business	
Annual Reports	
<p>Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.</p>	
Report Year	<u>2022</u>
Scanned Documents	
Document Date / Type / Pages	<u>09/29/2020</u> Certificate of Formation 4 pgs.

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

**APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

1. BIDDER INFORMATION

Business Organization

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

Quality Creative Landscaping of Huntsville, LLC

Doing-Business-As Name of Proposer:

Quality Creative Landscaping

Principal Office Address:

3054 Leeman Ferry Road Suite 0

Huntsville, AL

35801

Telephone Number:

256-763-1036

Fax Number:

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

Corporation

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

9/16/2020

Location of incorporation:

State of Alabama

The corporation is held:

Publicly Privately

Names and titles of corporate officers:

Craig Crim - President

Brian Godsey - Vice President

Brandon Kirk - Secretary

Stuart Trowbridge - Treasurer

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

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

Member of Household City Employee Yes No
If "Yes," Name (s) Patrice Bishop

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

James Bishop
Signature of Proposer

James Bishop
Print or Type Name of Proposer

2/7/2023
Date

Quality Creative Landscaping of Huntsville, LLC
Legal Name of Firm

3054 Leann Ferry Road Suite O
Mailing Address

Huntsville AL 35801
City State Zip Code

256-763-1036
Phone Fax

buck@qcsapes.com
Email Address

www.qcsapes.com
Website Address



Company ID Number: 1597552

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 Quality Creative (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



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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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



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

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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



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

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

B. REFERRAL TO DHS

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



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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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



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B. TERMINATION

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

ARTICLE VI PARTIES

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



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

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

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

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



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



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Approved by:

Employer Quality Creative Landscaping of Huntsville, LLC	
Name (Please Type or Print) Melanie J Ingle	Title
Signature Electronically Signed	Date 10/13/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/13/2020



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Quality Creative Landscaping of Huntsville, LLC
Company Facility Address	3054 Leeman Ferry Road SW Suite G Huntsville, AL 35801
Company Alternate Address	6104 Old Quarry Road Birmingham, AL 35235
County or Parish	MADISON
Employer Identification Number	853106090
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



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

AL 1



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

Name	Melanie J Ingle
Phone Number	2056557730203
Fax	2056557731
Email	melanie@qcscapes.com

Job 7480
Sender patrice.bishop
Title 06_2022.xls
Interface Network
Language PCLXL
Date 12:03:16 FEB 22 2023

Summary

Sales Summary Export		Generated 2/21/23 10:36 AM									
6/1/22 - 6/30/22		Fusion Barbecue - 1300 Meridian Street North Unit 104									
Sales Summary		Net Sales	Tax	Gratuity	Tips	Deferred	Total				
		\$113,696.44	\$10,180.83	\$0.00	\$20,559.99	\$0.00	\$144,437.26				
Guest Count		Order Count	Discounts	Tips Withheld	Tips Refunded						
3048		2131	3388.15	\$0.00	\$18.36						
Payment Summary		Payment Type	Count	Amount	Tips	Gratuity	Tip/Grat %	Refunds	Total		
		Credit	2100	111190.11	20559.99		0	0	0	131750	
		Cash	442	12687.16	0		0	0	0	12687.2	
		Other									
		Total	2542	123877.27	20559.99		0	0	0	144437	
Credit Types		Amex	214	13872.31	2722.6		0	0.213894		16594.9	
		Discover	59	3229.68	597.84		0	0.201763		3827.52	
		Mastercard	305	18115.84	3072.65		0	0.184866		21188.5	
		Visa	1522	75972.28	14166.9		0	0.203335		90139.2	
Alternate Payment Types											
Sales Categories		Category	Order Count	Item Count	Gross Amt	Discounts	Net	Tax			
		Retail									
		Wine	52	71	646		26	620		55.8	
		Draft Beer									
		Bottled Beer									
		Liquor	1062	2972	28250		913	27337		2456.4	
		NA Beverage	493	785	2397		76	2321		215.46	
		Food	1880	5971	85034.24		2367.15	82667.09		7432.17	
		No Category	44	94	757.35		6	751.35		21	
		Total			117084.59		3388.15	113696.4		10180.83 \$	
Revenue Centers		Revenue Center	Order Count	Item Count	Gross Amt	Discounts	Net	Tax			
		Dining Room	1095	6009	72109.25		773.5	71335.75		6405.66	
		Bar	889	3059	35345.09		2515.65	32829.44		2917.81	
		Patio	107	762	8782.75		41	8741.75		786.32	
		Online Ordering	13	53	756		0	756		68.04	
		No Revenue Cent	5	10	91.5		58	33.5		3	
Dining Options		Dining Option	Order Count	Net Sales							
		Dine In	2115	112862.94							

Summary

Online Ordering -	13	756		
Take Out	3	77.5		
None	0	0		
Taxes	Order Count	Tax Amount	Net Sales	
AL CITY TAX		5090.42	113179.09	
AL COUNTY TAX		563.26	113021.34	
AL STATE TAX		4527.15	113179.09	
Non Taxable	134		517.35	
Service Charges	Service Charge	Count	Amount	
Menu Item Discou	Discount	Count	Amount	
Employee Discou		45	342.4	
Manager Comp		88	1137	
Open \$ Item		1	5	
Spillage/Food Qu		5	63	
Check Discounts	Discount	Count	Amount	
Employee Discou		32	261.75	
Manager Comp		68	1579	
Sales by Service	Service	Orders	Net Sales	
Breakfast		6	\$1,557.83	
Lunch		894	\$42,621.10	
Dinner		1,069	\$64,675.75	
Late Night		160	\$4,820.76	
No Service		2	\$21.00	
Voids	Amount	Order Count	Item Count	Percent
	\$995.50	63	90	0.9%
Cash Summary				
Total Cash Payments			\$12,687.16	
Cash Adjustments			\$6,914.58	
Cash before Tipouts			\$19,601.74	
Cash Gratuity			-\$0.00	
Credit / Non-Cash gratuity			-\$0.00	



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services DATE: 02/21/2023
 FROM: Melinda Mills DEPT: Traffic Engineering
 BID #: 33-2023-75 COMMODITY/SERVICE: Traffic Speed Cushions

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Traffic Logix Corporation

RECOMMENDATION: Traffic Engineering has reviewed the bid received and we recommend the bid be awarded to Traffic Logix Corporation.

DESCRIPTION	PRICE	UOM	COMMENT
A. Mfg.-Traffic Logix Corporation, Model SC76S White Squares, Total Delivered Price, Each Module Configuration	734.00	EA	
B. 2 Pieces to Equal a Left Side for Repairs to Include 7" Bolts, Washers, Plastic Shield(Anchor) and Adhesive	300.00	EA	
C. 2 Pieces to Equal a Right Side for Repairs to Include 7" Bolts, Washers, Plastic Shield(Anchor) and Adhesive	300.00	EA	
D. 7" Lag Bolt to Include Washers, Plastic Shield(Anchor)			

INITIAL PURCHASE: As Needed
 FUNDING SOURCE: See bottom of 2nd 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.

NICHOLAS T NENE Digitally signed by NICHOLAS T NENE
Date: 2023.02.22 10:01:06 -06'00' 2nd Feb 2023
 Department Head Date
 Tamara M. Yancy Digitally signed by Tamara M. Yancy
Date: 2023.02.22 14:03:05 -06'00' 2/22/2023
 Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

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

Invitation For Bids Traffic Speed Cushions

Invitation for Bid #:	33-2023-75
Issue Date:	January 26, 2023
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	February 7, 2023 @ 2:00 PM All questions must be submitted in writing to erin.motes@huntsvilleal.gov
IFB Closing Date:	February 14, 2023 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Erin Motes erin.motes@huntsvilleal.gov (256) 427-5056 (256) 427-5059 fax
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Traffic Speed Cushions 2023

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

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

	Specific Functional Requirements	Vendor Compliance	
		YES	NO
1.	Speed Cushions - General	X	
A.	All prices shall be quoted F.O.B. City of Huntsville Traffic Engineering Attn: Ron Stephens 2100 Clinton Avenue W Huntsville, AL 35805 256-427-6850 This is the Installation Department for the City of Huntsville.	X	
B.	Prices shall be quoted for Speed Cushion Modules.	X	
C.	All Speed Cushion Modules shall be delivered maximum of 14 days A.R.O.	X	
D.	Descriptive literature with manufacturer's specifications shall accompany each bid.	X	
E.	Speed cushions of various sizes shall be constructed by using the basic footprint dimensions.	X	
F.	Speed cushion shall be within the following dimensions: Width 6' Length 7' And a maximum thickness 3"	X	
G.	Each unit shall include six (6) lag bolts with a 3/8" diameter and adequate epoxy to install each set of six (6) lag bolts. Lag Bolts shall be 7" in length. And include sleeves/anchors and adhesive.	X	
H.	Additional connections between modules shall be provided by a two (2) directional tongue and groove interlocking system.	X	
I.	Entrance and exit gradient shall be 7%.	X	
J.	Side gradient shall be 35%.	X	
K.	Materials shall be a compression molded 100% synthetic and natural recycled rubber.	X	
L.	Physical properties shall include a minimum tensile strength of 500 psi, a minimum shore hardness of 65, and a specific gravity of 1.1.	X	
M.	The rubber modules shall be black with 2 parallel rows of seven (7) each square white markings.	X	
N.	If any materials are not received due to a shipping error, additional hardware and modules shall be available at no additional cost.	X	
O.	If incorrect materials are received due to a shipping Error, additional hardware and modules shall be made available at no additional cost.	X	
P.	Speed cushion installation shall not be provided in this bid.	X	
Q.	All speed cushion modules shall be provided with a two (2) year warranty.	X	
R.	7" Lag Bolt to include washer, plastic shield (anchor) and adhesive. Price to include shipping. Quantities of 500 per order to fit the speed cushion offered.	X	
S.	7" Lag Bolt to include washer, plastic shield (anchor) and adhesive. Price to include shipping. Quantities of 1,000 per order to fit the speed cushion offered.	X	

APPENDIX F BIDDER PRICING FORM

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

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

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

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

We acknowledge receipt of the following addenda: IFB-33-2023-75

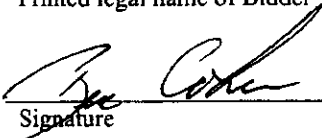
Traffic Speed Cushions

- A. Manufacturer Traffic Logix Corporation Model SC76S White Squares
Total Delivered Price (Each Module Configuration) \$ 734
Total Extended Price for 120 \$ 88,080
Delivery Date (Maximum 14 Days ARO) YES
- B. 2 Pieces to Equal a Left side for Repairs to Include 7" Bolts, Washers, Plastic Shield (Anchor) And Adhesive. Price is to include Shipping \$ 300
- C. 2 Pieces to Equal a Right Side for Repairs to Include 7" Bolts, Washers, Plastic Shield (Anchor) And Adhesive. Price is to include Shipping. \$ 300
- D. 7" Lag Bolt to Include Washers, Plastic Shield (Anchor) and Adhesive. Price is to include Shipping. \$ 17.85
- E. 7" Lag Bolt to Include Washer, Plastic Shield (Anchor) and Adhesive. 1,000 order to fit speed cushion offered Price is to include Shipping. \$ 2,850

This Price Bid Form is hereby submitted by the undersigned:

Traffic Logix Corp.
Printed legal name of Bidder

Ben Cohen Secretary Treasurer
Printed name of individual/corporate officer/general partner/joint venturer AND Title


Signature

1/31/23
Date

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Traffic Logix Corporation
- 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	
<input type="checkbox"/> General Partnership	
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: N/A Not assigned an entity number
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): Senior Sales Manager
 Type or legibly write name: Sean Coupland Date: 2/1/2023

Department of State Division of Corporations

Entity Information

[Return to Results](#)

[Return to Search](#)

Entity Details

ENTITY NAME: TRAFFIC LOGIX CORPORATION	DOS ID: 3589259
FOREIGN LEGAL NAME:	FICTITIOUS NAME:
ENTITY TYPE: FOREIGN BUSINESS CORPORATION	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTION OF LAW: 1304 BCL - BUSINESS CORPORATION LAW	ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 11/05/2007	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 11/05/2007	INACTIVE DATE:
FOREIGN FORMATION DATE: 11/18/2003	STATEMENT STATUS: CURRENT
COUNTY: ROCKLAND	NEXT STATEMENT DUE DATE: 11/30/2023
JURISDICTION: DELAWARE, UNITED STATES	NFP CATEGORY:

ENTITY DISPLAY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: BEN COHEN

Address: 3 HARRIET LANE, SPRING VALLEY, NY, UNITED STATES, 10977

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Home Office Address

Name: LOUIS NEWMAN

Address: 3 HARRIET LN, SPRING VALLEY, NY, UNITED STATES, 10977

Principal Executive Office Address

Address: 3 HARRIET LN, SPRING VALLEY, NY, UNITED STATES, 10977

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value

Number Of Shares

Value Per Share

**APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

1. BIDDER INFORMATION

Business Organization

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

Traffic Logix Corporation

Doing-Business-As Name of Proposer:

Traffic Logix Corporation

Principal Office Address:

3 Harriet Lane, Spring Valley, NY. 10977

Telephone Number: 1.866.915.6449 X 205

Fax Number: 1.866.405.6449

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: 2003

Location of incorporation: Delaware

The corporation is held: Publicly X Privately ___

Names and titles of corporate officers:

Louis Newman. Owner

Ben Cohen. Secretary

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

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

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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


4. ACKNOWLEDGEMENTS

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

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

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

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



Signature of Proposer

Sean Coupland

Print or Type Name of Proposer

2/1/2023

Date

Traffic Logix Corporation

Legal Name of Firm

3 Harriet Lane

Mailing Address

Spring Valley NY 10977

City State Zip Code

1.866.915.6449 1.866.405.6449

Phone Fax

scoupland@trafficlogix.com

Email Address

www.trafficlogix.com

Website Address

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

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

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

Company ID Number: 1712140

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

Company ID Number: 1712140

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

Company ID Number: 1712140

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

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

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

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

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

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

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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.

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

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

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

B. REFERRAL TO DHS

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

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

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

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

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

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

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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

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

ARTICLE VI PARTIES

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

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

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

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

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

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Approved by:

Employer Traffic Logix Corporation	
Name (Please Type or Print) Ben Cohen	Title
Signature Electronically Signed	Date 07/02/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/02/2021

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Traffic Logix Corporation
Company Facility Address	3 Harriet Lane Spring Valley, NY 10977
Company Alternate Address	
County or Parish	ROCKLAND
Employer Identification Number	200606551
North American Industry Classification Systems Code	339
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

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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:

NEW YORK 1 site(s)

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

Name Stanley Ho
Phone Number (866) 915 - 6449 ext. 410
Fax Number
Email Address sho@logixits.com

Name Hassan El-Asmar
Phone Number (866) 915 - 6449 ext. 440
Fax Number
Email Address helasmar@logixits.com

Name James Weatherall
Phone Number (866) 915 - 6449 ext. 222
Fax Number
Email Address jweatherall@trafficlogix.com

Name Ben Cohen
Phone Number (866) 915 - 6449 ext. 223
Fax Number (844) 405 - 6449
Email Address bcohen@trafficlogix.com

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