305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/23/2026 **File ID:** TMP-7195

Department: Finance

Subject: **Type of Action:** Approval/Action

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

Resolution No.

Finance Information:

Account Number: See comments below.

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

Total Cost: $ Varies based on Contract pricing structures.

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Standard of periodic bid utilized by various departments.

Update of Bid:

Landscape Associates - Landscape Services Mid-City (Landscape Management) $8,333.00

Woody Anderson Ford - Automotive Paint & Body Repairs (Fleet Services)
Bentley Group Inc dba Bentley Buick GMC

Transportation South - Fixed Route & Paratransit Vehicles and Level 2 Electric Van Chargers (Public Transit)
Model 1 Commercial

RESOLUTION NO. 26-______

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

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

VENDOR	COMMODITY/SERVICE	AGREEMENT
Landscape Associates	Landscape Services Mid-City	One Year W/Extensions
Woody Anderson Ford Bentley Group Inc dba Bentley Buick GMC	Automotive Paint & Body Repairs	One Year W/Extensions
Transportation South Model 1 Commercial	Fixed Route & Paratransit Vehicles, and Level 2 Electric Van Chargers	One Year W/Extensions

ADOPTED this the 23rd day of July, 2026.

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

APPROVED this the 23rd day of July, 2026.

____
Mayor of the City of Huntsville, Alabama

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** 7/10/2026
FROM: Brian Walker **DEPT:** Landscape Management
BID #: 60-2026-52 **COMMODITY/SERVICE:** Landscape Services Mid-City

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Landscape Associates

RECOMMENDATION: It is recommended that Landscape Associates be awarded the bid as they were the lowest bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Monthly Price for Mid-City	8,333	Monthly	

INITIAL PURCHASE: $8,333.00
FUNDING SOURCE: 1000-52-52100-515370
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: 2026.07.10 10:53:03 -05'00'

Department Head Date

Tamara M Yancy Digitally signed by Tamara M Yancy Date: 2026.07.10 12:28:12 -05'00' 7.10.2026

Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A
BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per the Advertisement for Bids -- Notice to Bidders, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

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

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

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

We acknowledge receipt of the following addenda: ______

Monthly Price for Mid-City - $ 8,333

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

JASON HARDY
Printed legal name of Bidder

ANDREW BALDY PRESIDENT/CEO
Printed name of individual/corporate officer/general partner/joint venturer AND Title

______
Signature

7/7/26
Date

APPENDIX B
DETAILED REQUIREMENTS CHECKLIST

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

<table>
<tr><th rowspan="2">Line Ref #</th><th rowspan="2">DETAILED REQUIREMENTS</th><th colspan="2">Compliant?</th></tr>
<tr><th>Yes</th><th>No</th></tr>
<tr><td></td><td>I. MINIMUM SERVICE REQUIREMENTS</td><td></td><td></td></tr>
<tr><td>1</td><td>All work and services shall be performed by the Contractor or its employees.</td><td>✓</td><td></td></tr>
<tr><td>2</td><td>Contractor must have performed comparable landscaping services for a minimum of three (3) years and attach documentation to this bid.</td><td>✓</td><td></td></tr>
<tr><td></td><td>II. GROUND MAINTENANCE PROGRAM</td><td></td><td></td></tr>
<tr><td>3</td><td>Remove litter prior to mowing. If litter is cut during mowing, stop and remove at once.</td><td>✓</td><td></td></tr>
<tr><td>4</td><td>Turf Mowing – All turf areas shall be mowed once per week (approximately 36 mowings) to maintain a neat appearance. The height will be between 2-3 inches. The height will be raised in the fall to promote sturdier root systems throughout the winter.</td><td>✓</td><td></td></tr>
<tr><td>5</td><td>Trimming – Areas inaccessible to mowing equipment will be trimmed with “string trimmers” and manual trimmers. This includes step areas, poles, along buildings, fences, utility boxes and shrub beds. This will be performed at every mowing cycle.</td><td>✓</td><td></td></tr>
<tr><td>6</td><td>Edging – All sidewalks and curbs shall be edged every mowing cycle to keep a neat appearance. All debris shall be removed from sidewalks and curbs.</td><td>✓</td><td></td></tr>
<tr><td>7</td><td>Sidewalk and Curb Needs – All seams and cracks in sidewalks and curbs shall be kept weed free through chemical or manual control.</td><td>✓</td><td></td></tr>
<tr><td></td><td>III. BED MAINTENANCE</td><td></td><td></td></tr>
<tr><td>8</td><td>Bed Maintenance - All beds shall be maintained weed free throughout the season. Contractor shall provide all labor and equipment to cut back herbaceous perennials and ornamental grasses in landscape beds.

Schedule:
• Ornamental Grasses: February 1 – March 7
• Perennials: After first killing frost and no later than March 1
• All work shall be completed prior to new spring growth
Requirements:
• Perennials: Cut to 1 -2 inches above grade
• Ornamental Grasses: Cut to 4-8 inches above grade
• Avoid damage to crowns and emerging growth
• Cuts shall be clean and uniform
Cleanup:
• Remove all debris same day
• Leave beds clean and uniform</td><td>✓</td><td></td></tr>
<tr><td>9</td><td>Mulching – Bed areas will be periodically raked to maintain a fresh appearance and remove foreign materials. Periodic inspections will be made to determine the need for additional mulch. Fresh mulch will be installed during the Spring Season.</td><td>✓</td><td></td></tr>
</table>

	IV. TURF MANAGEMENT PROGRAM		
10	Pre-Emergent Weed Control – Four applications of pre-emergent weed control will be applied according to the products label at the following schedule: • Round 1 - Prodiamine (1lb per acre) – January • Round 2 - Prodiamine (1lb per acre) -Applied 45 days after Round 1 application. • Round 3 - 24-2-11 40%polyplus@1lb on Nitrogen per 1000sqft (Equivalent can be approved by COH) – April. • Round 4 - 36-0-0 40%polyplus@1lb of Nitrogen per 1000sqft (Equivalent can be approved by COH – Applied 45 days after Round 3 application • Round 5 - 28-2-3 40% polyplus@1lb of Nitrogen per 1000sqft (Equivalent can be approved by COH – Applied 45 days after Round 4 application • Round 6 - Spectilce (4oz per acre) – September • Round 7 - Specticle (4oz per acre), Simazine (64oz per acre) – Applied 45 days after Round 6 application.	✓	
	V. POST EMERGENCE		
11	Post-Emergent herbicides will be applied at each visit on all weeds to keep a weed free lawn.	✓	
	VI. LITTER MANAGEMENT		
12	It is the City's intent for all pricing to include Litter and Trash Management	✓	
13	At each visit, all walks, turf areas, beds and parking areas will be policed free of all trash and debris (includes, but not limited to, cigarettes, tree limbs, pinecones, sticks, discarded gum, cans, bottles, etc.)	✓	
14	**Cans and Cigarette Receptacles** • Cans will be emptied twice daily, once before 10am and again between 2-5pm. • Cigarette Receptacles will be emptied every Friday. See attached 2026 Mid City Map. Trash cans are denoted by black pins; cigarette receptacles marked in yellow. The map is a general reference guide and is not guaranteed to be exact. It is the responsibility of the Bidder to visit the property and not rely solely on the City map.	✓	
15	The City reserves the right to add up to ten (10) additional trash cans during the initial three-year contract term. The Contractor shall provide service for these cans at no additional cost, and all pricing submitted shall be deemed to include servicing up to ten (10) additional trash cans.	✓	
	VII. SHRUB MAINTENACE		
16	Shrubs will be pruned or hedged according to owners' standards. This will be at the owners' request and will be requested, at minimum, once annually.	✓	
	VIII. ADDITIONAL PROPERTY		
17	The City reserves the right to negotiate the maintenance of additional property during the term of the contract. The City will ask the Contractor to give us a written quote within 48 hours. Any additions will be approved by change order by the City administrative staff.	✓	
	IX. DAMAGE TO PROPERTY		
18	Sprinkler heads or other property broken by the Contractor shall be replaced or repaired at the Contractor's expense.	✓	
19	The Owner must be notified upon damage and intent to repair.	✓	

	X. RESPONSIBILITIES OF THE CONTRACTOR		
20	Any items of value found by the Contractor must be turned in to City personnel.	✓	
21	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.)	✓	
22	Contractor must provide a working telephone number for service area calls	✓	
23	Contractor must be authorized and properly licensed to do lawncare business in the City of Huntsville and State of Alabama and will comply with all pertinent City, State, and	✓	
24	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	✓	
25	Federal requirements, codes and regulations related to such, as applicable. Contractor shall provide evidence of such licenses to the City upon request.	✓	
26	Contractor shall provide the insurance coverage required within this IFB	✓	
27	Contractor's work vehicles must display the company name	✓	
28	Contractor service personnel shall maintain a neat appearance in suitable clothing, with identifying company attire (i.e. T-shirt)	✓	
29	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	✓	
30	Damage by the Contractor and service personnel shall be repaired and restored without cost to the City	✓	
31	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.	✓	

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):
Landscape Associates Inc.

Doing-Business-As Name of Proposer:

Principal Office Address:
2450 Old Highway 150
Bessemer AL 35022

Telephone Number: (205) 481-0876

Fax Number:

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

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

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 2/1/2001
Location of incorporation: Alabama
The corporation is held: Publicly ___ Privately X

Names and titles of corporate officers:
Andrew Boldy President /CEO

Partnership Statement

If a partnership, answer the following:

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

N/A

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

____

____

____

____

<u>Joint Venture Statement</u>

If a Joint Venture, answer the following:

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

N/A

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

____

____

____

____

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

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

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

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

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

Signature of Proposer

JASON HARDY
Print or Type Name of Proposer

2/7/26
Date

LANDSCAPE ASSOCIATES
Legal Name of Firm

2450 OLD HWY 150
Mailing Address

BESSEMER AL 35022
City State Zip Code

256-343-5399
Phone Fax

JASONH@LAIPROS.COM
Email Address

WWW.LAIPROS.COM
Website Address

APPENDIX D
REPORT OF OWNERSHIP FORM

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

- Legal name(s) (include "doing business as", if applicable): Landscape Associates Inc
- City of Huntsville current taxpayer identification number (if available): 22651
  (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**
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: 214-693 Alabama
☐ Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: [signature] Title (if applicable): Branch Manager

Type or legibly write name: Jason Hardy Date: 7/7/26

Alabama Secretary of State

Landscape Associates, Inc.

Entity ID Number	000-214-693
Entity Type	Domestic Corporation
Principal Address	BIRMINGHAM, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Jefferson County
Formation Date	02/01/2001
Registered Agent Name	BALDY, ANDREW
Registered Office Street Address	137 W OXMOOR RD BIRMINGHAM, AL 35209
Registered Office Mailing Address	Not Provided
Nature of Business	ANY LAWFUL ACTIVITY
Capital Authorized	$2,000
Capital Paid In	---
Incorporators	
Incorporator Name	MCCARTHY, PHILIP G
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	09/09/2002
Registered Agent Changed From	AIKEN, MATTHEW A ONE INDEPENDENCE PLAZA STE 322 BIRMINGHAM, AL 35209
Scanned Documents	
Document Date / Type / Pages	02/01/2001 Certificate of Formation 5 pgs.

Landscape Associates, Inc.

Document Date / Type / Pages	09/09/2002 Registered Agent Change 1 pg.

Browse Results New Search

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 421714

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

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

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

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

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

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

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

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

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

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

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

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

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

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

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the 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 employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

b. Photo verification checks (when available) on employees.

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

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

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

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

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

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

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

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

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

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

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

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

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

ARTICLE VI
PARTIES

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

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

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

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

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

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

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

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

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 421714

Approved by:

Employer	
Landscape Associates Inc	
Name (Please Type or Print) Nancy McKenzie	**Title**
Signature Electronically Signed	**Date** 06/10/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 06/10/2011

Company ID Number: 421714

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Landscape Associates Inc
Company Facility Address	2450 Old Highway 150 Bessemer, AL 35022
Company Alternate Address	
County or Parish	JEFFERSON
Employer Identification Number	582605184
North American Industry Classification Systems Code	115
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	

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

Company ID Number: 421714

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

Name	Nancy McKenzie
Phone Number	205481087621
Fax	2054810877
Email	missym@laipros.com

Name	Steve Fullenwider
Phone Number	205481087622
Fax	2054810877
Email	stevef@laipros.com

Name	Nancy McKenzie
Phone Number	205481087621
Fax	2054810877
Email	missym@laipros.com

Company ID Number: 421714

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

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** 07/06/2026
FROM: Autumn McCord **DEPT:** Fleet Services
BID #: 63-2026-15 **COMMODITY/SERVICE:** Automotive Paint & Body Repairs

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Woody Anderson Ford

RECOMMENDATION: The department recommends awarding to Woody Anderson Ford as the first call responsive, low bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Body Labor Rate	$55.00	Per Hour	
Paint Labor Rate	$55.00	Per Hour	
Frame Labor Rate	$60.00	Per Hour	
Mechanical Labor Rate	$135.00	Per Hour	
Material Rate Per Paint Hour	$40.00	Per Hour	
Warranty Period		Parts	1 Year
Warranty Period		Labor	5 Years Body & Paint

INITIAL PURCHASE: AS NEEDED
FUNDING SOURCE: 1000-15-15100-513030-0000000
TERM OF CONTRACT:
- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

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

John Lang Digitally signed by John Lang Date: 2026.07.06 12:47:00 -05'00'
Department Head Date

Tamara M Yancy Digitally signed by Tamara M Yancy Date: 2026.07.08 08:29:16 -05'00'
Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A
BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per the Advertisement for Bids – Notice to Bidders, bids will be evaluated as a whole or on a category basis. All minimum quantities provided are considered to be estimates only.

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

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

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

We acknowledge receipt of the following addenda: YES

LIGHT DUTY LABOR RATE:

Description	Hourly Rate
Body Labor Rate	$ 55.00
Paint Labor Rate	$ 55.00
Frame Labor Rate	$ 60.00
Mechanical Labor Rate	$ 135.00
Material Rate per Paint Hour	$ 40.00

WARRANTY PERIOD:

1 YEAR PARTS, 5 YEARS BODY AND PAINT LABOR

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

JAMES EAST
Printed legal name of Bidder

James East
Signature

JAMES EAST - FIXED OPERATIONS DIRECTOR
Printed name of individual/corporate officer/general partner/joint venturer AND Title

6/29/2026
Date

APPENDIX B
DETAILED REQUIREMENTS CHECKLIST

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

I. GENERAL:

- **a.** The selected Bidder shall provide efficient and effective services necessary to support the City Departments. This should include all staffing to be experienced in the paint and body repair industry.
- **b.** The selected Bidder must have a business located within-the corporate boundaries of Huntsville, AL for the duration of this contract.
- **c.** Work includes, but is not limited to, providing all labor and materials necessary for quality automotive paint and body repairs in a timely manner, inspections and submitting reports by e- mail and/or by phone.
- **d.** The Bidder shall be responsible for complying with the regulations of all local, state and federal agencies having jurisdiction over any portion of the work to be performed under this contract.
- **e.** The Bidder, as a minimum, shall meet or exceed the applicable requirements of the latest and current revision of the following codes and specifications published by the following organizations:

EPA – Environmental Protection Agency
OSHA – Occupational Safety & Health Act
ADEM – Alabama Department of Environmental Management

VENDOR COMPLIANCE **YES** X **NO**______

II. RESPONSIBILITIES OF THE SELECTED CONTRACTOR:

- **a.** The Bidder will be required to have extensive knowledge of proper automotive paint and body repairs.
- **b.** The manufacturer's intended applications must be strictly followed to ensure the safe operation of City vehicles.
- **c.** The Bidder must provide a personnel roster that identifies each person who will actually work on the contract and provide the title, certifications and/or years of experience of each individual.
- **d.** The City of Huntsville reserves the right to inspect the Bidder's place of business to ascertain capacity to perform the requirements of this contract.

VENDOR COMPLIANCE **YES** X **NO**______

APPENDIX B
DETAILED REQUIREMENTS CHECKLIST
(continued)

III. <u>FACILITY SPECIFICATIONS:</u>

a. The Bidder's facility must have a current I-CAR Gold Class designation.
b. The Bidder must use CCC estimating software for all estimates.
c. The Bidder's facility must be at a minimum of 7,500 sq. ft. in order to properly handle the required turnover and support the growing size of the City's fleet.
d. All automotive paint and body repairs must be done at one (1) location in a timely manner.
e. The Bidder's facility must be suited with a minimum of two (2) operational down draft paint booths to handle the required turnover and support the growing size of the City's fleet. Paint booths must meet OSHA requirements and standards.
f. The Bidder's facility must have a minimum of two (2) qualified painters to handle the required turnover and support the growing size of the City's fleet.
g. The Bidder's facility must have on-site paint mixing as to properly handle the required turnover and must be able to match color specs that meet the needs of the City.
h. The Bidder's facility must be outfitted with at least one (1) operational frame machine. The frame machine must have the capability for uni-body and frame vehicles.
i. The Bidder's facility must have at least five (5) qualified body technicians and a minimum of fifteen (15) work bays for body repairs to handle the required turnover and support the growing size of the City's fleet.
j. The Bidder's facility must be a safe and secured location. Vehicles or equipment shall not be accessible to view or photograph by any persons/company without written permission from the City of Huntsville or Fleet Services. All repairs are to be performed at one (1) location. Fleet Services must always be made aware of vehicle location.
k. The Bidder's facility must follow EPA/OSHA guidelines for hazardous waste disposal.
l. The Bidder's facility must have a minimum of one (1) technician certified to perform aluminum welding.
m. The Bidder's facility must be equipped to perform fiberglass repairs.

VENDOR COMPLIANCE **YES** X **NO**______

IV. <u>PRICING OF SERVICES:</u>

a. The City reserves the right to procure and/or substitute any part normally furnished by the Bidder if it is in the best interest of the City.
b. The Bidder shall provide service and part pricing to the City of Huntsville at a price using CCC estimating guidelines for wreck/body damage repairs.
c. Any part supplied by the Bidder must be selected and/or mutually agreed upon by the City of Huntsville and the Bidder. Under no circumstances will the City of Huntsville be liable for any part purchased from any source.
d. The manufacturer's current detailed product specifications, descriptions and standard warranty information must be submitted for all products with the bid.
e. Bidder must charge any freight at cost with no markup.
f. The City of Huntsville is exempt from Hazardous Waste Removal fees per the 2015 Code of Alabama Title 22 Section 22-30B-2.

VENDOR COMPLIANCE **YES** X **NO**______

APPENDIX B
DETAILED REQUIREMENTS CHECKLIST
(continued)

V. SERVICE SPECIFICATIONS:

a. Parts furnished by the Bidder must be major brand or equivalent with a twelve (12) month warranty.
b. All parts shall be new, standard production and shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.
c. Aftermarket and LKQ (Like Kind Quality) parts are preferred by Fleet Services when available and can be used safely on vehicles/equipment.
d. The Bidder agrees to substitute for equal quality and value for all parts that have been discontinued and are no longer available.
e. Fleet Services maintains a limited number of spare parts that are occasionally available for use in repairs. Fleet Services maintains the right to use these parts if deemed cost effective and safe for use on vehicles/equipment.
f. The Bidder must perform calibration and reprogramming to meet all manufacturer specifications and safety standards.

VENDOR COMPLIANCE YES X NO___

VI. AUTHORIZED DOCUMENTED TIMELY REPAIRS:

a. Prompt response time to repair requests is crucial to establish and maintain a high level of productivity. Written detailed repair estimates shall be emailed no more than 1 (one) business day after receiving a vehicle or request.
b. If the Bidder cannot obtain the desired parts and/or services in an acceptable time frame or in an emergency situation, the City reserves the right to purchase parts and/or services from other sources.
c. The Bidder shall not make repairs to City vehicles without prior authorization. Detailed quotes will be sent to the Fleet Services Administration.
d. The Bidder is required to meet with the Fleet Services Coordinator in a timely manner (within 72 hours of contact), for an on-site/rough inspection/estimate before vehicle is taken to the Bidder's facility for repairs.
e. The Bidder shall maintain warranty records of items sold to the City and issue any credits, including labor, parts and supplies to the City that are covered under these warranties.
f. It is likely that this solicitation will result in ranked, multiple awards determined by pricing. If the first call Bidder cannot provide timely service, the next in line will be issued the repair.

VENDOR COMPLIANCE YES X NO___

APPENDIX B
DETAILED REQUIREMENTS CHECKLIST
(continued)

VII. QUOTES:

a. The Bidder will be required to provide a quote to the Fleet Repair Coordinator prior to work being done. A purchase order is then required to be issued to bidder before work is done. Each quote will include, but is not limited to, the information below:
Quote Number
Contract Number
Equipment Number or description if number not available
Date of Service
Description of Service
Cost of parts before discount
Cost of parts after discount
Quantity of Parts
Cost of Labor
Quantity of Labor Hours
Total Estimated Cost
Mileage (when applicable)

b. The vendor shall be required to provide the Actual Cash Value (ACV), including the designated total loss amount, on all repair estimates submitted upon Fleets request.

VENDOR COMPLIANCE **YES** X **NO**____

VIII. INVOICING:

a. The Bidder will be required to provide a final invoice to a Fleet supervisor upon completion of work. Each invoice will include, but is not limited to, the information below:

Invoice Number
Contract Number
Equipment Number or description if number not available
Date of Service
Description of Service
Cost of Parts
Quantity of Parts
Cost of Labor
Quantity of Labor Hours
Total Invoice Cost
Mileage (when applicable)

VENDOR COMPLIANCE **YES** X **NO**____

IX. PRICING AND CONDITIONS:

a. All frame and suspension repairs, and any repairs exceeding $3,500 must include an alignment accompanied by printout.
b. The Bidder is required to use urethane type paint as a minimum standard on any and all City owned equipment.
c. All parts shall not exceed the standard list price.
d. Hourly rates shall be based on an estimating software guide.
e. All paint is to be included in the material rate.

APPENDIX B
DETAILED REQUIREMENTS CHECKLIST
(continued)

f. Hours charged for a job under a contract shall not exceed those provided by Mitchell On Demand labor time standards. If another resource is used, note exception as an attachment to this bid response.

g. The Bidder will price parts purchased for a job as a markup percentage. Under no circumstances will the price above list be charged.

h. Fleet Services will coordinate all transporting of vehicles to and from vendors and/or subcontractors.

i. The Bidder must perform pre and post scanning at no cost to the City.

VENDOR COMPLIANCE **YES** X **NO**______

X. WORK SCHEDULE:

a. The current Hours of Operation for Fleet Services are:
Monday – Friday: 6:30 AM - 3:30 PM

VENDOR COMPLIANCE **YES** X **NO**______

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

WOODY ANDERSON FORD

Doing-Business-As Name of Proposer:

______

Principal Office Address:

2500 JORDAN LANE
HUNTSVILLE, AL 35816

Telephone Number: 256.539-9441

Fax Number: 256.534.8881

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: 2/18/1957
Location of incorporation: ALABAMA
The corporation is held: Publicly ___ Privately X

Names and titles of corporate officers: CATHLEEN O. ANDERSON
OWNER / C.E.O.

Partnership Statement

If a partnership, answer the following:
Date of organization: ______________________
Location of organization: ______________________
The partnership is: General ___ Limited ___

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

____
____
____
____

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

____
____
____
____

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

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

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

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

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

James East
Signature of Proposer

JAMES EAST
Print or Type Name of Proposer

6/29/2026
Date

WOODY ANDERSON FORD
Legal Name of Firm

2500 JORDAN LANE
Mailing Address

HUNTSVILLE AL 35816
City State Zip Code

256.539.9441 256.534.8881
Phone Fax

jamieeast@woodyandersonford.com
Email Address

Website Address

APPENDIX D
REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): WOODY ANDERSON FORD.
- City of Huntsville current taxpayer identification number (if available): 351338.
  (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**
☐ Individual or Sole Proprietorship	**Not Applicable**
☐ General Partnership	**Not Applicable**
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation S	Number & State: ØØ1-Ø8Ø ALA
☐ 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 East Title (if applicable): FIXED OPERATIONS DIRECTOR

Type or legibly write name: JAMES EAST Date: 6/29/2Ø26

Alabama Secretary of State

Woody Anderson Ford

Entity ID Number	000-001-080
Entity Type	Domestic Corporation
Principal Address	MADISON, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	02/18/1957
Registered Agent Name	CASSANDRA H. KALUPA
Registered Office Street Address	203 KENIMER AVENUE, SUITE 100 TRUSSVILLE, AL 35173
Registered Office Mailing Address	203 KENIMER AVENUE, SUITE 100 TRUSSVILLE, AL 35173
Nature of Business	OPERATE AUTO SALES AGENCY
Capital Authorized	$20,000
Capital Paid In	$20,000
Incorporators	
Incorporator Name	ANDERSON, C W
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	JONES, DONALD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GUTHRIE, THOMAS H
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998

Woody Anderson Ford

	1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024

Transactions	
Transaction Date	08/12/1966
Legal Name Changed From	Woody Anderson Motor Company, Inc.
Transaction Date	12/31/1987
Legal Name Merged	Woody Anderson Companies, Inc.
Transaction Date	12/30/1999
Miscellaneous Filing Entry	CANCELLATION OF SHARES
Transaction Date	06/09/2008
Principal Office Changed From	HUNTSVILLE, AL
Transaction Date	06/09/2008
Registered Agent Changed From	* Added
Transaction Date	11/30/2017
Agent Mailing Address Changed From	* Added
Transaction Date	11/30/2017
Registered Agent Changed From	NEWMAN, DEBBIE 9035 MADISON BLVD MADISON, AL 35758
Transaction Date	08/12/2024
Agent Mailing Address Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Transaction Date	08/12/2024
Registered Agent Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104

Scanned Documents	
Document Date / Type / Pages	12/31/1987 Merger 31 pgs.
Document Date / Type / Pages	12/30/1999 Miscellaneous Entry 3 pgs.

Woody Anderson Ford

Document Date / Type / Pages	06/09/2008 Registered Agent Change 1 pg.
Document Date / Type / Pages	11/30/2017 Registered Agent Change 2 pgs.
Document Date / Type / Pages	08/12/2024 Registered Agent Change 2 pgs.

New Search

E-Verify

Company ID Number: 502897

Approved by:

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

E-Verify

Company ID Number: 502897

Information Required for the E-Verify Program

Information relating to your Company:

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

E-Verify

Company ID Number: 502897

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

A. 1

E-Verify

Company ID Number: 502897

Information relating to the Program Administrator's for your Company on policy questions or operational problems.

Name	melissa brinkman
Phone Number	2565171323
Fax	
Email	mbrinkman@woodvandersonford.com

Name	Cindy Davis
Phone Number	2565171322
Fax	2565339747
Email	cdavis@woodvandersonford.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/02/2026

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

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

PRODUCER

Brightline Dealer Advisors
6605 Warren Pkwy
Suite 650
Frisco TX 75034

CONTACT NAME: Katie Martin
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: kmartin@brightlinedealer.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Continental Casualty Company	20443
INSURER B :	Travelers Property Casualty Company of America	25674
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Woody Anderson Ford
2500 Jordan Lane
Huntsville AL 35814

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC; X OTHER: Garage			AYA737205410	6/1/2026	6/1/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ $5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Garage	$ 1,000,000
A	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY			AYA737205410	6/1/2026	6/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; X RETENTION $			AYU737205309	6/1/2026	6/1/2027	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 20,000,000
							Excess	$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory In NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Huntsville

308 Fountain Circle
Huntsville AL 35801

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Katie Martin

BUSINESS LICENSE

To Conduct Business in
The City of Huntsville, Alabama

2026

TAXPAYER #: 34
CITIZEN STATUS: C

DATE ISSUED: 1/15/2026
LICENSE NO: 410656

TAXPAYER: WOODY ANDERSON FORD INC
P O BOX 11400
HUNTSVILLE AL 35814

ATTENTION: CINDY DAVIS

NAICS CODE: 441110 - NEW CAR DEALERS

BUSINESS LOCATION: 1
LOCATION: WOODY ANDERSON FORD
2500 JORDAN LN NW
HUNTSVILLE, AL 35816

BUSINESS LICENSE YEAR: 2026

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

SECTION NO	TYPE OF LICENSE	AMOUNT
03	AUTOMOTIVE DEALER - NEW	$56,619.70
45	HAULING FOR HIRE	$200.00
63	PARKING LOT	$230.00
	TOTAL LICENSE	$57,049.70
	TOTAL ISSUANCE FEES	$14.00
	TOTAL PAYMENT	$57,063.70

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

PENNY L SMITH
DIRECTOR OF FINANCE

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

VALID UNTIL DECEMBER 31 of the business license year shown above

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** 07/06/2026
FROM: Autumn McCord **DEPT:** Fleet Services
BID #: 63-2026-15 **COMMODITY/SERVICE:** Automotive Paint & Body Repairs

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Bentley Group Inc dba Bentley Buick GMC

RECOMMENDATION: The department recommends awarding to Bentley Buick GMC as the second call responsive, low bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Body Labor Rate	$60.00	Per Hour	
Paint Labor Rate	$60.00	Per Hour	
Frame Labor Rate	$75.00	Per Hour	
Mechanical Labor Rate	No Award	No Award	Vendor did not bid item
Material Rate Per Paint Hour	$40.00	Per Hour	
Warranty Period		Parts	Limited Lifetime
Warranty Period		Labor	Limited Lifetime

INITIAL PURCHASE: AS NEEDED
FUNDING SOURCE: 1000-15-15100-513030-0000000
TERM OF CONTRACT:
- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

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

John Lang Digitally signed by John Lang Date: 2026.07.06 12:46:14 -05'00'

Department Head Date

Tamara M Yancy Digitally signed by Tamara M Yancy Date: 2026.07.08 08:28:25 -05'00'

Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A
BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per the Advertisement for Bids – Notice to Bidders, bids will be evaluated as a whole or on a category basis. All minimum quantities provided are considered to be estimates only.

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

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

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

We acknowledge receipt of the following addenda: [signature]

LIGHT DUTY LABOR RATE:

Description	Hourly Rate
Body Labor Rate	$ 60
Paint Labor Rate	$ 60
Frame Labor Rate	$ 75
Mechanical Labor Rate	$
Material Rate per Paint Hour	$ 40

WARRANTY PERIOD:

Limited Lifetime

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

Casey Boardman
Printed legal name of Bidder

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

[signature]
Signature

7-1-2026
Date

APPENDIX B
DETAILED REQUIREMENTS CHECKLIST

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

I. <u>GENERAL:</u>

- **a.** The selected Bidder shall provide efficient and effective services necessary to support the City Departments. This should include all staffing to be experienced in the paint and body repair industry.
- **b.** The selected Bidder must have a business located within-the corporate boundaries of Huntsville, AL for the duration of this contract.
- **c.** Work includes, but is not limited to, providing all labor and materials necessary for quality automotive paint and body repairs in a timely manner, inspections and submitting reports by e- mail and/or by phone.
- **d.** The Bidder shall be responsible for complying with the regulations of all local, state and federal agencies having jurisdiction over any portion of the work to be performed under this contract.
- **e.** The Bidder, as a minimum, shall meet or exceed the applicable requirements of the latest and current revision of the following codes and specifications published by the following organizations:

EPA – Environmental Protection Agency
OSHA – Occupational Safety & Health Act
ADEM – Alabama Department of Environmental Management

VENDOR COMPLIANCE **YES** ✓ **NO**_______

II. <u>RESPONSIBILITIES OF THE SELECTED CONTRACTOR:</u>

- **a.** The Bidder will be required to have extensive knowledge of proper automotive paint and body repairs.
- **b.** The manufacturer's intended applications must be strictly followed to ensure the safe operation of City vehicles.
- **c.** The Bidder must provide a personnel roster that identifies each person who will actually work on the contract and provide the title, certifications and/or years of experience of each individual.
- **d.** The City of Huntsville reserves the right to inspect the Bidder's place of business to ascertain capacity to perform the requirements of this contract.

VENDOR COMPLIANCE **YES** ✓ **NO**_______

APPENDIX B
DETAILED REQUIREMENTS CHECKLIST
(continued)

III. FACILITY SPECIFICATIONS:

- **a.** The Bidder's facility must have a current I-CAR Gold Class designation.
- **b.** The Bidder must use CCC estimating software for all estimates.
- **c.** The Bidder's facility must be at a minimum of 7,500 sq. ft. in order to properly handle the required turnover and support the growing size of the City's fleet.
- **d.** All automotive paint and body repairs must be done at one (1) location in a timely manner.
- **e.** The Bidder's facility must be suited with a minimum of two (2) operational down draft paint booths to handle the required turnover and support the growing size of the City's fleet. Paint booths must meet OSHA requirements and standards.
- **f.** The Bidder's facility must have a minimum of two (2) qualified painters to handle the required turnover and support the growing size of the City's fleet.
- **g.** The Bidder's facility must have on-site paint mixing as to properly handle the required turnover and must be able to match color specs that meet the needs of the City.
- **h.** The Bidder's facility must be outfitted with at least one (1) operational frame machine. The frame machine must have the capability for uni-body and frame vehicles.
- **i.** The Bidder's facility must have at least five (5) qualified body technicians and a minimum of fifteen (15) work bays for body repairs to handle the required turnover and support the growing size of the City's fleet.
- **j.** The Bidder's facility must be a safe and secured location. Vehicles or equipment shall not be accessible to view or photograph by any persons/company without written permission from the City of Huntsville or Fleet Services. All repairs are to be performed at one (1) location. Fleet Services must always be made aware of vehicle location.
- **k.** The Bidder's facility must follow EPA/OSHA guidelines for hazardous waste disposal.
- **l.** The Bidder's facility must have a minimum of one (1) technician certified to perform aluminum welding.
- **m.** The Bidder's facility must be equipped to perform fiberglass repairs.

VENDOR COMPLIANCE **YES** ✓ **NO**______

IV. PRICING OF SERVICES:

- **a.** The City reserves the right to procure and/or substitute any part normally furnished by the Bidder if it is in the best interest of the City.
- **b.** The Bidder shall provide service and part pricing to the City of Huntsville at a price using CCC estimating guidelines for wreck/body damage repairs.
- **c.** Any part supplied by the Bidder must be selected and/or mutually agreed upon by the City of Huntsville and the Bidder. Under no circumstances will the City of Huntsville be liable for any part purchased from any source.
- **d.** The manufacturer's current detailed product specifications, descriptions and standard warranty information must be submitted for all products with the bid.
- **e.** Bidder must charge any freight at cost with no markup.
- **f.** The City of Huntsville is exempt from Hazardous Waste Removal fees per the 2015 Code of Alabama Title 22 Section 22-30B-2.

VENDOR COMPLIANCE **YES** ✓ **NO**______

APPENDIX B
DETAILED REQUIREMENTS CHECKLIST
(continued)

V. **SERVICE SPECIFICATIONS:**

a. Parts furnished by the Bidder must be major brand or equivalent with a twelve (12) month warranty.

b. All parts shall be new, standard production and shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

c. Aftermarket and LKQ (Like Kind Quality) parts are preferred by Fleet Services when available and can be used safely on vehicles/equipment.

d. The Bidder agrees to substitute for equal quality and value for all parts that have been discontinued and are no longer available.

e. Fleet Services maintains a limited number of spare parts that are occasionally available for use in repairs. Fleet Services maintains the right to use these parts if deemed cost effective and safe for use on vehicles/equipment.

f. The Bidder must perform calibration and reprogramming to meet all manufacturer specifications and safety standards.

VENDOR COMPLIANCE **YES** ✓ **NO**_______

VI. **AUTHORIZED DOCUMENTED TIMELY REPAIRS:**

a. Prompt response time to repair requests is crucial to establish and maintain a high level of productivity. Written detailed repair estimates shall be emailed no more than 1 (one) business day after receiving a vehicle or request.

b. If the Bidder cannot obtain the desired parts and/or services in an acceptable time frame or in an emergency situation, the City reserves the right to purchase parts and/or services from other sources.

c. The Bidder shall not make repairs to City vehicles without prior authorization. Detailed quotes will be sent to the Fleet Services Administration.

d. The Bidder is required to meet with the Fleet Services Coordinator in a timely manner (within 72 hours of contact), for an on-site/rough inspection/estimate before vehicle is taken to the Bidder's facility for repairs.

e. The Bidder shall maintain warranty records of items sold to the City and issue any credits, including labor, parts and supplies to the City that are covered under these warranties.

f. It is likely that this solicitation will result in ranked, multiple awards determined by pricing. If the first call Bidder cannot provide timely service, the next in line will be issued the repair.

VENDOR COMPLIANCE **YES** ✓ **NO**____

APPENDIX B
DETAILED REQUIREMENTS CHECKLIST
(continued)

VII. QUOTES:

a. The Bidder will be required to provide a quote to the Fleet Repair Coordinator prior to work being done. A purchase order is then required to be issued to bidder before work is done. Each quote will include, but is not limited to, the information below:
Quote Number
Contract Number
Equipment Number or description if number not available
Date of Service
Description of Service
Cost of parts before discount
Cost of parts after discount
Quantity of Parts
Cost of Labor
Quantity of Labor Hours
Total Estimated Cost
Mileage (when applicable)

b. The vendor shall be required to provide the Actual Cash Value (ACV), including the designated total loss amount, on all repair estimates submitted upon Fleets request.

VENDOR COMPLIANCE **YES** ✓ **NO**_____

VIII. INVOICING:

a. The Bidder will be required to provide a final invoice to a Fleet supervisor upon completion of work. Each invoice will include, but is not limited to, the information below:

Invoice Number
Contract Number
Equipment Number or description if number not available
Date of Service
Description of Service
Cost of Parts
Quantity of Parts
Cost of Labor
Quantity of Labor Hours
Total Invoice Cost
Mileage (when applicable)

VENDOR COMPLIANCE **YES** ✓ **NO**_____

IX. PRICING AND CONDITIONS:

a. All frame and suspension repairs, and any repairs exceeding $3,500 must include an alignment accompanied by printout.
b. The Bidder is required to use urethane type paint as a minimum standard on any and all City owned equipment.
c. All parts shall not exceed the standard list price.
d. Hourly rates shall be based on an estimating software guide.
e. All paint is to be included in the material rate.

APPENDIX B
DETAILED REQUIREMENTS CHECKLIST
(continued)

f. Hours charged for a job under a contract shall not exceed those provided by Mitchell On Demand labor time standards. If another resource is used, note exception as an attachment to this bid response.

g. The Bidder will price parts purchased for a job as a markup percentage. Under no circumstances will the price above list be charged.

h. Fleet Services will coordinate all transporting of vehicles to and from vendors and/or subcontractors.

i. The Bidder must perform pre and post scanning at no cost to the City.

VENDOR COMPLIANCE **YES** ✓ **NO**______

X. <u>WORK SCHEDULE:</u>

a. The current Hours of Operation for Fleet Services are:
Monday – Friday: 6:30 AM - 3:30 PM

VENDOR COMPLIANCE **YES** ✓ **NO**______

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Bentley Group Inc

Doing-Business-As Name of Proposer:

Bentley Buick GMC

Principal Office Address:

2120 Drake Ave SW
Huntsville, AL 35805

Telephone Number: 256-536-2475

Fax Number: ______

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

Corporation	X
Partnership	
Individual	
Joint Venture	
Other (describe):	

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 9-18-1979
Location of incorporation: Po Box 7169 Huntsville, AL 35807 2120 Drake Ave SW
The corporation is held: Publicly ___ Privately X

Names and titles of corporate officers:

Philip W. Bentley III (President)
Philip W Bentley Jr. (VP)

Partnership Statement

If a partnership, answer the following:
Date of organization: ______________________
Location of organization: ______________________
The partnership is: General ___ Limited ___

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

____

____

____

____

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

____

____

____

____

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

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

City Employee Yes ______ No X
If "Yes," Department ______________

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

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

Signature of Proposer

Casey Boardman
Print or Type Name of Proposer

7-1-26
Date

Bentley Group Inc.
Legal Name of Firm

PO Box 7169
Mailing Address

Huntsville AL 35807
City State Zip Code

256-536-2475
Phone Fax

casey@bentleyauto.com
Email Address

www.bentleygmc.com

APPENDIX D
REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Bentley Group Inc.
- City of Huntsville current taxpayer identification number (if available): 981
  (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**
❑ Individual or Sole Proprietorship	**Not Applicable**
❑ General Partnership	**Not Applicable**
❑ Limited Partnership (LP)	Number & State:
❑ Limited Liability Partnership (LLP)	Number & State:
❑ Limited Liability Company (LLC) (Single Member)	Number & State:
❑ LLC (Multi-Member)	Number & State:
☑ Corporation	Number & State: 63-0776928 AL
❑ Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: [signature] Title (if applicable): Exec Operations Dir

Type or legibly write name: Casey Boardman Date: 7-1-26

Alabama Secretary of State

Bentley Group, Inc.

Entity ID Number	000-058-390
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	09/18/1979
Registered Agent Name	BENTLEY, PHILIP W III
Registered Office Street Address	2120 DRAKE AVENUE HUNTSVILLE, AL 35805
Registered Office Mailing Address	P.O. BOX 7169 HUNTSVILLE, AL 35807
Nature of Business	MOTORS, AUTOS, ETC
Capital Authorized	$299,000
Capital Paid In	$1,000
Directors	
Director Name	NOT PROVIDED
Director Street Address	Not Provided
Director Mailing Address	Not Provided
Incorporators	
Incorporator Name	BENTLEY, PHILIP W JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	BENTLEY, PHILIP W SR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	BENTLEY, BETTY M
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005

Bentley Group, Inc.

	2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024

Transactions

Transaction Date	09/18/1979
Capital Amounts Changed From	$1,000 Authorized $1,000 Paid In
Transaction Date	12/31/1985
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	07/27/1992
Legal Name Changed From	Bentley Pontiac, Inc.
Transaction Date	01/21/2000
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	06/24/2002
Registered Agent Changed From	* Added
Transaction Date	12/23/2003
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Transaction Date	12/22/2014
Director/Manager/Organizer Activity	NOT PROVIDED
Transaction Date	12/22/2014
Legal Name Changed From	Bentley Pontiac Cadillac, Inc.
Transaction Date	12/22/2014
Miscellaneous Filing Entry	Articles of Amendment Effective 01-01-2015 12:01
Transaction Date	12/22/2014
Principal Office Changed From	HUNTSVILLE, AL
Transaction Date	04/11/2019
Agent Mailing Address Changed From	BENTLEY, PHILIP W JR 2120 DRAKE AVENUE HUNTSVILLE, AL 35805
Transaction Date	04/11/2019
Registered Agent Changed From	BENTLEY, PHILIP W JR 2120 DRAKE AVENUE HUNTSVILLE, AL 35805

Scanned Documents

Bentley Group, Inc.

Document Date / Type / Pages	12/31/1985 Miscellaneous Entry 7 pgs.
Document Date / Type / Pages	07/27/1992 Legal Name Change 6 pgs.
Document Date / Type / Pages	01/21/2000 Miscellaneous Entry 4 pgs.
Document Date / Type / Pages	06/24/2002 Registered Agent Change 1 pg.
Document Date / Type / Pages	12/23/2003 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	12/29/2014 Articles of Amendment 6 pgs.
Document Date / Type / Pages	04/11/2019 Registered Agent Change 2 pgs.

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E-Verify

Company ID Number: 475222

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 Bentley Group, Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

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

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

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

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

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

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

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

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

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

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

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the 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 employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

b. Photo verification checks (when available) on employees.

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

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

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

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

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

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

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

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

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

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

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

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

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

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

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

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

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

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

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

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

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

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

ARTICLE VI
PARTIES

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

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

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

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

Company ID Number: 475222

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.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 475222

Approved by:

Employer	
Bentley Group, Inc	
Name (Please Type or Print) Philip W Bentley	**Title**
Signature Electronically Signed	**Date** 12/16/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 12/16/2011

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 475222

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Bentley Group, Inc
Company Facility Address	2120 Drake Ave SW Huntsville, AL 35805
Company Alternate Address	P.O. Box 7169 Huntsville, AL 35807
County or Parish	MADISON
Employer Identification Number	630776928
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

E-Verify

Company ID Number: 475222

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

AL	1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 475222

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

Name	Lechele H Fanning
Phone Number	2565362475142
Fax	
Email	lea@bentleyauto.com

Name	Natalie M Bailes
Phone Number	2565362475
Fax	
Email	natalie@bentleyauto.com

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 475222

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

Funding Sources
2-High Floor Vans: 2000-54-54011-520100-PT111150-
5-EV Vans, Chargers, + Training: TBD

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Transportation South **DATE:** 7/10/26
FROM: City of Huntsville, Public Transit **DEPT:** Public Transit
BID #: 61-2026-54 **COMMODITY/SERVICE:** High Floor Vans, EV Vans, Chargers

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Transportation South

RECOMMENDATION: It is the intent/recommendation to award this contract to Transportation South for high floor paratransit vans, battery electric vans, chargers, and training.

DESCRIPTION	PRICE	UOM	COMMENT
Non CDL, High Floor w/Lift, Gas Powered Paratransit Van	119,848	EA	
Non CDL, LowFloor w/ramp, Battery Elec. Paratransit Van	366,684	EA	
Level 2, Pedestal Mount, 19.2kw Dual Port Chargers	19,489	EA	
Level 2, Portable Charger	41,277	EA	
Battery Electric Vehicle Training	8,000	lump sum	

INITIAL PURCHASE: 2-High Floor Vans, 5 EV Vans, 3-Dual Port Chargers, + Training
FUNDING SOURCE: See above
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.

[signature]
Department Head — Date: 7/14/26

[signature]
Procurement Manager — Date: 7.14.2026

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A
BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per the Advertisement for Bids – Notice to Bidders, bids will be evaluated 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: SA 6/9/26 - No. 1
SA 6/15/26 - No. 2
SA 6/17/26- No. 3
SA 6/22/26 - No. 4

Category 1

	Description	Base Bid Price for 1 Unit	Quantity	Extended Price
1.	Non-CDL, High Floor with Lift, Gasoline Powered, Paratransit Vehicle	$ 119,848	2-4	**Qty 2:** $ 239,696

Category 2

	Description	Base Bid Price for 1 Unit	Quantity	Extended Price
2.	Non-CDL, Low Floor with ramp, Gasoline Powered, Paratransit Vehicle	$ No Bid	2-4	**Qty 2:** $ No Bid

Category 3

	Description	Base Bid Price for 1 Unit	Quantity	Extended Price
3.	Non-CDL, Low Floor with ramp, Gasoline Powered, Fixed Route Vehicle	$ 215,848	4-6	**Qty 4:** $ 863,392

APPENDIX A
BIDDER PRICING FORM
(Continued)

Category 4

	Description	Base Bid Price for 1 Unit	Quantity	Extended Price
4.	Non-CDL, Low Floor with ramp, Battery Electric Paratransit Cutaway	$ 366,684	2-5	**Qty 5:** $ 1,833,420
5.	Level 2, Pedestal Mount, 19.2 KW, Dual Port Chargers	$ 19,489	3-4	**Qty 3:** $ 58,467
6.	Level 2, Portable, Gasoline Generator Style, Charger	$ 41,277	1	**Qty 1:** $ 41,277
	Description		**Training Lump Sum**	
7.	Battery Electric Vehicle Training for Maintenance Technicians, Drivers, Supervisors and Managers**		$ 8,000	
	****Bidders should provide detailed training descriptions with a breakdown of the number of days, hours, and rates for any applicable training as detailed in Appendix B – Detailed Requirements Checklist on a separate bidder provided form.****			

**Optional Pricing for Specialty Tools should be provided on Separate Bidder Provided Form

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

Simms Abney	Simms Abney - Government Sales
Printed legal name of Bidder	Printed name of individual/corporate officer/general partner/joint venturer AND Title
Simms Abney	7/1/26
Signature	Date

Optional Pricing Form

	Price
Category 1	
Upgraded FC Recliner Driver Seat	$ 1,000
Q-Straint One Securement System (unit price per W/C position)	$ 6,000
Category 3	
Q-Straint One Securement System (unit price per W/C position)	$ 6,000
Category 4 - Specialty Tools	
Fluke Megger	$ 2,000

APPENDIX B
DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	The following technical specifications are not intended to encompass every component, subcomponent, part, or piece of the vehicles desired. Instead, these specifications are intended to best describe the vehicles desired and provide a basis for vendors to bid. In addition to the specifications and components listed below, all other standard OEM components and subcomponents should be presumed to be provided and not deleted.		
	1. Technical Specifications for Non-CDL, High Floor with Lift, Paratransit, Gasoline Powered, Qty. 2-4, Minimum 3 Wheelchair locations with 10 ambulatory seats when flip benches deployed.		
1	High Floor Non-CDL Cut-a-Way Paratransit Vehicle Model Year 2025, 2026 or Newer	X	
2	GVWR: Minimum 12,500	X	
3	Vehicle shall be certified for use by a Non-CDL driver	X	
4	Vehicle Length: 275" – 285" front bumper to back bumper	X	
5	Vehicle Width: 80" – 96"	X	
6	Wheelchair Loading Door shall be Side Loading Only, Right Rear Curb Side, and at least 46" wide	X	
7	Passenger Entry Door shall be a minimum of 36" wide; and may be opened by an electric motor or manually	X	
8	Aisle Width shall be a minimum 36" with benches and seats lowered	X	
9	Floor to Ceiling Height shall be 70" minimum	X	
10	Seat to Ceiling Height (including driver's seat) shall be 55" minimum	X	
11	Engine: Ford E-450 or Equivalent, V-8, 7.3L, Gasoline Engine	X	
12	Transmission: Electronic 5-Speed Automatic Transmission	X	
13	Air Conditioning: Front AC shall be factory installed. Rear AC Commercial and Stand alone, minimum 68K BTU, Dual Compressors	X	
14	Heat 2-Speed Blower, Factory Installed in the front; Stand-alone commercial heater in the rear. Minimum 65K BTU	X	
15	Wheelchair Lift: Electrically activated, ADA Compliant (Braun or Approved Equal) 1000 lb. minimum	X	

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
16	Wheelchair Securement Stations: Three (3) Stations (QStraint, Surlok, or Approved Equal) Slide N Click floor anchors Style without tracks	X	
17	Mirrors: Remote Controlled and heated	X	
18	Chrome Front Bumper and Grill	X	
19	Three (3) double foldaway seats on driver's side, two (2) double fixed seats on passenger side	X	
20	Two (2) front 7" round amber lights and two (2) rear 7" round red lights activated by passenger door and wheelchair door opening	X	
21	Spare tire and wheel	X	
22	Stainless Steel battery tray with box for rear battery	X	
23	Fast Idle	X	
24	Retractable seat belts for each seat	X	
25	Padded Stanchions	X	
26	Two (2) padded ceiling grab rails	X	
27	Heavy Duty Driver Running board	X	
28	Flooring shall be ¾" marine grade plywood floor with Gerflor, or Altro gray vinyl flooring, or equal	X	
29	Two (2) separate batteries with power pulse battery maintenance system for each battery; or equivalent	X	
30	Bus Wrap and installation provided by contractor	X	
31	SEON 6-Camera System	X	
	2. Technical Specifications for Non-CDL, Low Floor with Ramp, Paratransit, Gasoline Powered, Qty. 2-4, Minimum 3 Wheelchair locations with 4 ambulatory seats in the lower section.	No -	Bid
32	Low Floor Non-CDL Paratransit Vehicle Model Year 2026 or Newer		
33	GVWR: Under 10,000 lbs.		
34	Vehicle shall be certified for use by a Non-CDL driver		
35	Vehicle Length: 22'8" to 23'		
36	Vehicle Width: 96" – 102"		
37	Wheelchair Loading Door shall be Side Loading Only, Curb Side, and at least 41.5" wide		
38	The passenger door is the same door as the Wheelchair Loading Door and may be opened by an electric motor or manually		

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
39	Aisle Width shall be a minimum 36" with benches and seats lowered		
40	Floor to Ceiling Height shall be 76.6" minimum		
41	Engine: 3.6L V6 Pentastar Gas Engine or Equivalent		
42	Transmission: 9-Speed Automatic with overdrive		
43	Air Conditioning: Front AC shall be factory installed. Rear AC Commercial and Stand alone, minimum 65K BTU, Dual Compressors.		
44	Heat: 2-Speed Blower, Factory Installed in the front; Stand-alone commercial heater in the rear. Minimum 95K BTU.		
45	Wheelchair Ramp: Aluminum gas spring assist, 1:6 slope ratio (measured from the door) with 1000 lb. minimum.		
46	There shall be a device that uses a motorized cable/strap mechanism to pull a wheelchair up the ramp; specifically called a Wheelchair Winch.		
47	Wheelchair Securement Stations: Three (3) Stations – Q'Straint-8300 slide n click system or equivalent.		
48	Mirrors: Remote Controlled and heated.		
49	Chrome Front Bumper and Grill		
50	Four (4) foldaway seats on driver's side. Accommodations for 2 wheelchairs secured on Driver's side. One (1) Wheelchair securement provision on the curb side by door. (See diagram in Appendix E Additional Documentation)		
51	Two (2) front 7" round amber lights and two (2) rear 7" round red lights activated by passenger door and wheelchair door opening.		
52	Spare tire and wheel		
53	Stainless Steel battery tray with box for rear battery		
54	Fast Idle		
55	Retractable seat belts for each seat		
56	Padded Stanchions		
57	Two (2) padded ceiling grab rails		
58	Flooring shall be commercial grade non-slip transit flooring.		
59	Single 800 CCA maintenance-free		
60	Bus wrap and installation provided by contractor. Graphics are shown in photos (Digital Artwork to be provided by City of Huntsville)		
61	SEON 6-Camera System		

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	3. Technical Specifications for Non-CDL, Low Floor with Ramp, Fixed Route, Gasoline Powered, Qty 4-6, minimum 1 wheelchair location w/ 10 ambulatory seats		
62	Low Floor Non-CDL Model Year 2025, 2026, or Newer	X	
63	Vehicle shall be certified for use by a Non-CDL driver	X	
64	Vehicle Width: 96" minimum	X	
65	Wheelbase: 212", 26'8" Body	X	
66	Bus Style Entrance Door	X	
67	Wheelchair Loading shall be at Entrance Door, 32.5" minimum width for ramp.	X	
68	Q-Straint One Securement System (Shown in Photo below) where belts and retractors are built into the floor wheelchair pad. System includes push button lock / unlock system. Standard tie downs per Ad. 4 6/22/26	X	
69	ADA Compliant Low Floor Conversion	X	
70	Passenger Entry Door shall be a minimum of 36" wide with Ramp Width of at least 32.5"; and shall be opened by an electric motor	X	
71	Engine: Ford E-450, Chevrolet 3500 or 4500 or Equivalent, V-8, 7.3L, Gasoline Engine	X	
72	Transmission: Electronic 5 or 6-Speed Automatic Transmission	X	
73	Air Conditioning: Front AC shall be factory installed. Rear AC Commercial and Stand alone, minimum 68K BTU, Dual Compressors.	X	
74	Heat: 2-Speed Blower, Factory Installed in the front; Stand-alone commercial heater in the rear. Minimum 65K BTU.	X	
75	Wheelchair Ramp: Electrically activated, ADA Compliant holds up to 1000 lbs.	X	
76	Wheelchair Securement Stations: Minimum One (1) Station (Q-Straint One, or Approved Equal)	X	
77	Mirrors: Remote Controlled.	X	
78	Spare tire and wheel	X	
79	Retractable seat belts for each seat	X	
80	Graphics are shown in photos (Digital Artwork to be provided by the City of Huntsville) Contractor shall be responsible for the vinyl and bus wrap installation.	X	
81	Powertrain Warranty: 5-Year / 60,000 Miles	X	
82	Body Conversion Warranty: 3-Year / 36,000 Miles	X	
83	SEON 6-Camera System	X	
84	Luminator Head Sign	X	

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	4. Technical Specifications for Non-CDL, Low Floor with Ramp, Paratransit, Battery Electric Vehicles, Qty. 4-6, Minimum 1 Wheelchair location with 10 ambulatory seats		
85	Ford E450 Base Chassis	X	
86	Low Floor	X	
87	212" Wheelbase, 26'8" Body	X	
88	Proterra S115 123kW NMC Battery Pack or Approved Equal	X	
89	Levl 2 (240 V) Charing System	X	
90	Heavy Duty Traction Motor, 295 Peak HP	X	
91	250 AMP DC-DC 12V Chassis Electrical	X	
92	2 Charging Receptacles to be on the curb side front right; as well as the street side front left. This will allow for varying charging locations. * Street side only		X
93	LED Exterior Body Lighting	X	
94	Non-slip vinyl Floor – Grey	X	
95	Front Right Door or Curb Side Door Location with wheelchair ramp that deploys and retracts by motor	X	
96	Grab Rails at Entry Door to give ambulatory passengers something to hold on to while boarding and exiting the bus	X	
97	Door width shall be a minimum 36" with a 32.5" ramp capable of holding up to 1000 lbs.	X	
98	Wheelchair Ramp: Electrically activated or manual, ADA Compliant (Braun or Lift U or Approved Equal) 1000 lb. minimum.	X	
99	Wheelchair Securement Stations: Three (3) Stations (Q'Straint, Surlok, or Approved Equal). Slide N Click floor anchors Style without tracks.	X	
100	Wheelchair locations shall be forward facing or Side Facing.	X	
101	A folding transition ramp is specified to assist elderly passengers to the upper back of the vehicle.	X	
102	8 Camera SEON Video System including DVR, Hard Drive, Cameras, Wiring, and any other necessary hardware; including installation.	X	
103	A Back up camera is also required and may be a separate system versus the SEON specified above.	X	
104	Noise Generator with Reverse Sensing	X	
105	Front AC shall be factory installed. Rear AC Commercial and Stand alone, minimum 68K BTU, Dual Compressors.	X	

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
106	Heat: 2-Speed Blower, Factory Installed in the front; Stand-alone commercial heater in the rear. Minimum 65K BTU.	X	
107	Mud Flap Set	X	
108	Exterior Curb Side front door switch and ramp toggle switches	X	
109	Spare Ignition Keys	X	
110	Vinyl Bus Wrap provided and installed by contractor prior to delivery. The City of Huntsville will provide the digital graphic designs.	X	
111	Decals for "No Smoking" "Fire Extinguisher" "Watch Your Step" "Decal for Clerance Height. "Emergency Door" "No Eating or Drinking on Bus" "Stops at All Railroad Crossings" "Vehicle Makes Sudden and Frequent Stops"	X	
112	Non-Slip High Quality leakproof rubber flooring.	X	
113	Safety Kit to include 5lb ABC Fire Extinguisher, First Aid Kit, Triangular Hazzard Kit, Seat Belt Cutter	X	
114	Roof Hatch	X	
115	6 Sets of Parts Manuals	X	
116	Minimal 80 hours' Training for Maintenance Technicians, Drivers, Supervisors, and Managers. Bidders will submit a training proposal and cost for consideration.	X	
117	Bidders shall provide a list of all specialty tools needed for vehicles bid. The specialty tools list should be provided as options with associated pricing.	X	
	5. Technical Specifications for Level 2, 19.2kw Dual Port, Pedestal Chargers		
118	Level 2 (~20kW) charging capacity. Please include options for adding additional chargers in the future, etc.	X	
119	The CMS should enable vendor-agnostic communication with the charging hardware via OCPP 1.6J. To ensure interoperability with different charger manufacturers and models using the standard charge management protocol.	X	
120	"Energy Star rated" is required. The charging stations shall be compliant to SAE J1772, J3068 or other, (most recent revision) and UL 2202, UL2594, and UL916. Compliance with National Electrical Code (NEC), FCC, and other relevant regulations for safety and operation, as well as all OSHA standards.	X	
121	The Enclosure Rating must be NEMA 3R or better, per UL 50E.	X	
122	The charging equipment identified and purchased for this project shall have open safety ground detection continuously monitoring the presence of a ground connection, the ability to remotely stop the flow of power from the unit when not in use and have over-current protection to prevent vehicles from drawing too much power. The charging equipment shall have a charge circuit interrupting device (CCID), or a ground fault circuit interrupter (GFCI) designed to control the flow of power and reduce the risk of electric shock.	X	

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
123	The charging units must operate at temperatures between minus 20 degrees and 120-degrees Fahrenheit with up to 85% relative humidity. Charging units must also operate in inclement weather conditions.	X	
124	Cable lengths should be a minimum of 18' with options for longer cables and automatic retraction to keep cables from lying on the ground.	X	
125	Base charging units should be pedestal mounted. Preference shall be given to bidders that also include ceiling-mounted pull-down options.	X	
126	The charging equipment as installed should be Americans with Disabilities Act (ADA) compliant.	X	
127	The charging equipment shall be designed using only prudent, proven engineering principles with all work performed only by established professional firms. The charging equipment purchased shall comply with all State regulations and requirements applicable to the design and manufacture of charging equipment for the State of Iowa.	X	
128	All labor employed in both the manufacturing and assembly processes of the charging equipment purchased shall be to the highest industry standards. The entire charger shall be within all established engineering tolerances set by all parties involved in the design and production of the charger. All added components shall be installed and positioned according to the component manufacturer's installation procedures which shall be available upon request.	X	
129	The charging equipment must be rated for outdoor use and should have security design features to prevent tempering and vandalism (e.g., tamper-resistant screws, locked enclosures, and graffiti-resistant coatings).	X	
130	The charging equipment must qualify under the Build America Buy America Act requirements.	X	
131	Installation manuals, user manuals, service manuals, and standard warranty documents shall be provided.	X	
132	Connectivity shall be 4G LTE wireless cell phone equipment with an externally mounted 3dB antenna with the possibility of a daisy-chain internet cable between multiple charging stations for improved system performance and reduced cost of having multiple 4G LTE cell phone systems. Open Charge Point Protocol (OCPP) v1.6 or later is required and OCA certification to full and security is mandatory. (OCPP 1.6 Certification - OCA, OCPP 1.6 Certification, Home - Open Charge Alliance).	X	
133	Fully developed program to manage chargers on a public level including regional management shall be included as a network management platform.	X	
134	Smart charging shall be provided as an option to allow for the transit provider to set chargers to a schedule for start and end charging times, allowing for increased energy management.	X	
135	The charging equipment should allow for collection of data such as energy use (kWh) and duration of charging period that is downloadable to an Excel/CSV file format.	X	

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
136	The charging equipment provider shall enter a 5-year maintenance contract with the project manager/general contractor and provide demand response support.	X	
137	5-year hardware warranty with a minimum 3-year manufacturer's warranty on all charging equipment including all materials, parts, tools, labor, and incidentals shall be included. Warranty shall cover complete repairs or replacements, and site visits, as necessary. For activities covered under the warranty, an approved local service provider shall be used. If there is a failure of the charging equipment during the warranty period, the hardware provider shall agree to replace such components or parts within 72 hours of notification. Contractor shall identify local service providers who will be providing all warranty and services to the charger stations.	X	
138	As part of the warranty process, the Respondent shall provide timely, same day response for any service calls placed between 8 a.m. to 5 p.m. CST, Monday through Friday (excluding major holidays) regarding repair or replacement of all components identified as part of the RFP which shall malfunction.	X	
139	Cyber security to protect City of Huntsville should be considered.	X	
140	The Respondent shall develop and submit for approval a comprehensive inspection and testing plan, including test procedures and test reports, to demonstrate successful integration of current or future Reservation Management system components; equipment, software, interfaces, and data reporting provided under this Contract.	X	
141	The inspection and testing plan shall include a detailed schedule indicating the sequence of each test and where and when each test will take place.	X	
142	The Respondent shall be responsible for managing all testing and producing test reports, the cost of which shall be included in all costs proposed.	X	
143	The Respondent shall provide a combination of in-person and online programs to educate, train, and teach personnel in all details of the electric vehicle charging stations' hardware and software. The Respondent shall include in the proposal how and what type of training will be conducted. A combination of train-the-trainer and training sessions to designated staff will be preferred. The Respondent shall provide a training program for technicians and staff responsible for software, installation, implementation, and maintenance of the disciplines identified within the IFB, as well as training when necessary, including but not limited to, aspects of ordering, shipping, billing, receiving, and charger maintenance. At the request of the State, the Contractor will provide in-service training on products, installation, and product safety issues.	X	
	6. Electric Vehicle Training for Maintenance Technicians, Drivers, Supervisors and Managers ****Bidders should provide detailed training descriptions with a breakdown of the number of days, hours, and rates for any applicable training as detailed below on a separate bidder provided form.****		
144	Bidders shall provide detailed descriptions, number of hours, and price for training all Maintenance personnel on the proposed Battery Electric Vehicles. The description of training should include what specialty tools and diagnostic equipment is to be used by the maintenance technicians. Additionally, Safety Training (Do's and don'ts) for	X	

	maintenance technicians in safely troubleshooting, diagnosing, repairing, and replacing should be included in the training program description.	X	
145	Bidders should describe the details of training to be provided to all personnel (including Maintenance Technicians, Drivers, Supervisors, and Managers) in the proper end-of-day charging procedures, as well as start of day disconnect and starting procedures. Bidders should provide the number of dates, hours and rates for this training.	X	
146	Bidders should describe the details and level of training on vehicle operations, driver controls, and dashboard. This training should be provided to all personnel (including Maintenance Technicians, Drivers, Supervisors, and Managers). Bidders should provide the number of dates, hours and rates for this training.	X	
147	Bidders should provide training program details related to emergency procedures.	X	

* Training listed on following page.

OPTIMAL

Dealer & Service Network Training

Building the knowledge and confidence to keep your fleet on the road.

Optimal EV provides comprehensive instructor led technical training designed for dealer technicians, fleet maintenance personnel, drivers, and service managers. Training is delivered at your facility using your vehicles whenever possible, providing an engaging, hands-on learning experience that translates directly to improved uptime, faster repairs, and greater technician confidence.

Training Offerings

Course	Description
Foundational EV Systems	High-voltage safety, battery systems, power electronics, electric drive components, and EV architecture.
Diagnostic & Service Procedures	Hands-on diagnostics using the Optimal Technical Portal, interactive schematics, fault isolation etc.
Preventive Maintenance	Mock PM inspections, inspection intervals, documentation, and service best practices.
Warranty & Technical Support	Service requests process, digital warranty claims, required documentation, and technical support workflow.
Operator Training	Vehicle operation, charging procedures, efficiency best practices, safety features, controls, and instructor-led test drives.

How long?

- Operator Training — 4 hrs
- Maintenance Technician Level I & HV Safety — 8 hrs
- Advanced Diagnostics — 8 hrs

Note: Training times may be impacted by class size. Please discuss specifics with your Optimal service contact.

Every Course Includes

- Hands-on instruction using actual vehicles
- Digital training materials
- Completion certificates
- Access to technical documentation and support resources
- Training customized to your fleet and operational requirements

Customized programs are available for dealers, fleets, and service partners. Contact Optimal EV to develop a training plan tailored to your organization.

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Transportation South, Inc.

Doing-Business-As Name of Proposer:

Transportation South, Inc.

Principal Office Address:

1400 McCain Pkwy

Pelham, AL 35124

Telephone Number: (205) 907-5782

Fax Number: ________

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

Corporation	x
Partnership	
Individual	
Joint Venture	
Other (describe):	

Corporation Statement

If a corporation, answer the following:

Date of incorporation: ________

Location of incorporation: ________

The corporation is held: Publicly ___ Privately X

Names and titles of corporate officers:

Mark Hoekstra, Owner

Chris Clark, Owner

Gil Jaggers, Owner

Partnership Statement

If a partnership, answer the following:

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

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

____

____

____

____

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

____

____

____

____

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

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

City Employee Yes ______ No x_____
If "Yes," Department ____________________

Member of Household City Employee Yes ______ No x_____
If "Yes," Name (s) ____________________

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

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

Simms Abney

Signature of Proposer

Simms Abney

Print or Type Name of Proposer

6/29/26

Date

Transportation South, Inc.

Legal Name of Firm

1400 McCain Pkwy

Mailing Address

Pelham, AL 35124

City State Zip Code

(205) 907-5782

Phone Fax

sabney@thebuscenter.com

Email Address

thebuscenter.com

Website Address

APPENDIX D
REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Transportation South, Inc.
- City of Huntsville current taxpayer identification number (if available): N/A
  (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.)
  Tration South, Inc.

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**
☐ Individual or Sole Proprietorship	**Not Applicable**
☐ General Partnership	**Not Applicable**
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☑ Corporation	Number & State: 63-0990270, Alabama
☐ 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: Simms Abney   Title (if applicable): Government Sales

Type or legibly write name: Simms Abney   Date: 6/29/26

APPENDIX F
SPECIAL TERMS & CONDITIONS

This contract is partially funded with 49 U.S.C., Chapter 53, Title 23, Section 5307, CFDA 20.507, and/or Section 5339, CFDA 20.526 Federal Transit Grant Funds. The attached Federal Compliance items must be certified. All proposals that do not have the certifications attached will be disqualified.

Of Note, the awarded Contractor is certifying compliance to all *relevant* clauses herein and that all sub-contractors under this contract shall certify all *relevant* clauses herein, if applicable.

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES - The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE STATEMENTS OR CLAIMS

1) The Contractor acknowledges the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification , the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose penalties of 18 U.S.C. §49 and 49 U.S.C. §5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS –

1) The Contractor will retain and will require its sub-contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
2) The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
3) The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4) The Contractor agrees to permit FTA and its contractors' access to the sites performance under this contract as reasonably may be required.

4. FEDERAL REQUIREMENT CHANGES – The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City of Huntsville, AL Huntsville Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Contractor shall require subcontractors, at all tiers, to comply with all the applicable federal changes as listed above.

5. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

6. CLEAN AIR and FEDERAL WATER POLLUTION CONTROL ACT *(Applicable to Procurements Exceeding $150,000)* - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and 33 U.S.C. §§ 1251 through 1388, as amended;

1) Report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities,"
2) Refrain from using any violating facilities,
3) Report violations to FTA and the Regional U.S. EPA Office, and
4) Comply with the inspection and other applicable requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251-1387

5) The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE) –

1) It is the policy of Huntsville Transit and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.
2) The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
   I. Withholding monthly progress payments;
   II. Assessing sanctions;
   III. Liquidated damages; and/or
   IV. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
3) Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment Huntsville Transit makes to the prime contractor. 49 C.F.R. § 26.29(a).

8. CIVIL RIGHTS LAWS AND REGULATIONS – The following Federal Civil Rights laws and regulations apply to all contracts. The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C. 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil Rights Act, "49 C.F.R. Part 21 and any implementing requirement FTA may issue.

1) **Federal Equal Employment Opportunity (EEO) Requirements** – these include but are not limited to:
   I. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.
   II. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or nation origin.
2) **Nondiscrimination on the Basis of Sex**. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving

Federal Financial Assistance," 49 C.F.R. part 25 prohibits discrimination on the basis of sex.

3) **Nondiscrimination on the Basis of Age**. The "Age of Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4) **Federal Protections for Individuals with Disabilities**. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

- **Civil Rights and Equal Opportunity**
  - Huntsville Transit is an Equal Opportunity Employer. As such, Huntsville Transit agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Huntsville Transit agrees to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
    - **1. Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, disability or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
    - **2. Equal Employment Opportunity**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    - **3. Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§621-634, U.S. Equal Employment Opportunity

Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age of Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- **4. Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- **5. Federal Law and Public Policy Requirements**. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

9. ENERGY CONSERVATION – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

10. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

1) Intelligent Transportation Systems (ITS) projects shall confirm to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

11. TRAFFICKING in PERSONS – The contractor agrees that it and its employees, may not:

1) Engage in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2) Precure a commercial sex act during the period of time that that the agreement is in effect, or
3) Use forced labor in the performance of the contract or sub-contracts.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

1) The recipient or subrecipient should, to the greatest extent practicable and consistent with the law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron,

aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase ordered under Federal awards.

2) For purposes of this section:
    I. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    II. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
3) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

13. FEDERAL TAX LIABILITY and RECENT FELONY CONVICTIONS – The contractor agrees to comply with Consolidated Appropriations Act, 2019, Pub. L. 116-6, div. D, title VII, §§ 744–745), U.S. DOT Order 4200.6. The undersigned certifies, to the best of his or her knowledge and belief, that:

1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
    I. Simms Abney ____ Signature of Contractor's Authorized Official
    II. Simms Abney - Government Sales ____ Name and Title of Contractor's Authorized Official
    III. 6/29/26 ____ Date

14. SAFE OPERATIONS of MOTOR VEHICLES – The contractor is encouraged to have safe operations of motor vehicle policies:

1) Seat Belt Use – Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
2) Distracted Driving, Including Text Messaging While Driving – The contractor agrees to:
    I. Safety. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of the Agreement; and

II. Contractor Size. Conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

III. Extension of Provision. Include this Special Provision in each third party subagreement at each tier supporting this agreement.

15. AMERICANS WITH DISABILITIES ACT (ADA) – The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C.§794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

16. SIMPLIFIED ACQUISITION THRESHOLD – Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold does not exempy a procurement from other eligibility or processes that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).

17. TERMINATION PROVISIONS – ***(Applicable to contracts exceeding $10,000).* The termination clauses extend to Contractors, sub-contractors, and sub-recipients at every level.**

1) Termination for Convenience (General Provision) - The City of Huntsville may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Huntsville to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Huntsville, the Contractor will account for the same, and dispose of it in the manner the City of Huntsville directs.
2) Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Huntsville may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract

price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Huntsville that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Huntsville, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3) Opportunity to Cure (General Provision) - The City of Huntsville in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Huntsville's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from City of Huntsville setting forth the nature of said breach or default, the City of Huntsville shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Huntsville from also pursuing all available remedies against Contractor and its sureties for said breach or default.
4) Waiver of Remedies for any Breach - In the event that the City of Huntsville elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by The City of Huntsville shall not limit City of Huntsville's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
5) Termination for Default (Supplies and Service) - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Huntsville may terminate this contract for default. The City of Huntsville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Huntsville.

18. DEBARMENT AND SUSPENSION *(Applicable to Procurements Exceeding $25,000)* - The contractor agrees to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT Regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. When applicable, contractors, at any tier, will review the "Excluded Parties Listing System" at www.sam.gov , and will include a similar term or condition in each of its covered transactions. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1) Debarred from participation in any federally assisted Award;
2) Suspended from participation in any federally assisted Award;

3) Proposed for debarment from participation in any federally assisted Award;
4) Declared ineligible to participate in any federally assisted Award;
5) Voluntarily excluded from participation in any federally assisted Award; or
6) Disqualified from participation in any federally assisted Award

19. ADDITIONAL NOTICE TO U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS –

1) If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
   I. The types of legal matters that require notification include, bot are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
   II. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
   III. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Contractor is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

20. * PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

1) Recipients and subrecipients are prohibited from obligating or expending Federal Transit Administration funds under this contract funds to:

I. Procure or obtain covered telecommunications equipment or services;
II. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
III. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services.

2) As described in Public Law 115-232, section 889, "covered telecommunications equipment or services" means any of the following:

I. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
II. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
III. Telecommunications or video surveillance services provided by such entities or using such equipment.
IV. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
V. For the purposes of this section, "covered telecommunications or services" also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
VI. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
VII. When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
VIII. For additional information, see section 889 of Public Law 115-232 and 200.471

21. ***CARGO PREFERENCE REQUIREMENTS**

1) The contractor agrees:

   I. To use privately owned United States-Flag commercial vessels to ship at least 50% of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-Flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.

   II. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington. DC 20590; and

   III. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

22. ***FLY AMERICA** – Definitions. As used in this clause –

1) "International air transportation" means transportation by air between a place in the United States or between two places both of which are outside the United States. 2) "United States" means the 50 states, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

   I. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier is available to provide such services.

   II. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of Personnel (and their personal effects) or property.

   III. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for internation air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

      1. **Statement of Unavailability of U.S. Flag Air Carriers**

a. *International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag aur carrier service for the following reasons. See FAR § 47.403. [State reasons]:*

IV. Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

23. VIOLATION AND BREACH OF CONTRACT

1) Disputes – Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Huntsville Transit. This decision shall be final and conclusive unless within [10] days from the date of the receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Huntsville Transit's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Huntsville Transit's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision
2) Performance during Dispute – Unless otherwise directed by Huntsville Transit's authorized representative, the Contractor shall continue performance under this contract while matters in dispute are being resolved.
3) Claims for Damages – Should either party to the contract suffer injury or damage to person or property because of any act or omission of the part or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
4) Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between Huntsville Transit's authorized representative and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration of the parties mutually agree, or in a court of competent jurisdiction within the State in which Huntsville Transit is located.
5) Rights and Remedies – Duties and obligations imposed by the contract documents and the right and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Huntsville Transit or the Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure constitute an approved of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

24. LOBBYING AND CERTIFICATION DISCLOSURE *(Applicable to Procurements Equal to or Exceeding $100,000)* - 31 U.S.C. 1352 (a), as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I. ______________________________

Signature of Contractor's Authorized Official

II. Simms Abney - Government Sales

Name and Title of Contractor's Authorized Official

III. 6/29/26

Date

25. *PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the

1) contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
2) The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform, that work through its own forces or those of an affiliate without prior written consent of the Agency.

26. *SOLID WASTES (RECOVERED MATERIALS)

1) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
2) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of singleuse plastic products. See Executive Order 14057, section 101, Policy.

27. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT *(This requirement applies to all FTA grant and cooperative agreement programs.)* – Where applicable (see 40 U.S.C. §3701), all contracts awarded by the Non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

1) Under 40 U.S.C. §3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
2) The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
3) The regulation at 29 C.F.R. §5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

   I. **Compliance with the Contract Work Hours and Safety Standards Act**

      1. **Overtime requirements**. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) in such workweek.
      2. **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forth (40) hours without payment of the overtime ages required by the clause set forth in paragraph (1) of this section.
      3. **Withholding for unpaid wages and liquidated damages**. The agency shall upon its own action or upon written request of an

authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contract, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. **Subcontracts**. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

28. BUS TESTING – The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulations at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

29. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.
4) **Buy America Certification– Rolling Stock** *(Applicable to Procurements exceeding $150,000)* - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, and any later amendments, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the

product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. A bidder or offeror must submit to the FTA recipient, the City of Huntsville, the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. §661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment), use the certifications below.

5) **Certificate of Compliance with Buy America Rolling Stock Requirements** - The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j), as amended, and the applicable regulations in 49 C.F.R. Part 661.11.

I. Date ~~6/26/26~~ 6/29/26
II. Signature Simms Abney
III. Company Transportation South, Inc.
IV. Name Simms Abney
V. Title Government Sales

6) **Certificate of Non-Compliance with Buy America Rolling Stock Requirements** - The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), as amended, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(C), as amended, and the applicable regulations in 49 C.F.R. 661.7.

I. Date ~~6/26/~~ 6/29/26
II. Signature Simms Abney
III. Company Transportation South, Inc.
IV. Name Simms Abney
V. Title Government Sales

30. TRANSIT VEHICLE MANUFACTURERS (TVM) CERTIFICATION - This procurement is subject to provisions of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

1) **TVM Certification** Forest River and Optimal (name of firm), a TVM, hereby certifies that is has complied with the requirements of 49 CFR Part 26 Section 26.49 by submitting a current DBE Goal to the Federal Transit Administration (FTA). The goals apply to fiscal year 2026 and has either been approved or not disapproved by FTA.
2) **Or,** ____________________ (name of firm) hereby certifies that the manufacturer of the transit vehicle to be supplied ____________________ (name of manufacturer) has complied with the

3) above referenced requirements of Section 26.49 of 49 CFR Part 26.

I. Date: 6/29/26

II. Signature: Simms Abney

III. Company Name: Transportation South, Inc.

IV. Printed Name: Simms Abney

V. Title: Government Sales

31. *SEVERABILITY – The contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that confirm to federal laws, regulations, requirements, and guidance will continue in effect.

32. STATE and LOCAL LAW DISCLAIMER - The use of many of the suggested clauses may not be governed by Federal Law but may be significantly affected by State law. Contractors should consult with their attorneys before using language in the sub-contractors procurement documents.

33. PUBLIC TRANSIT PROTEST PROCEDURES – Authority to Resolve Protested Solicitations and Awards, including the process of submitting a protest, is available upon request to the City of Huntsville, Huntsville Transit, Accountant III, 500 B Church Street, Huntsville, AL, 35801, 256-427-6811.

CERTIFICATION:

The Contractor, Transportation South, Inc. **, certifies that all the above referenced federal requirements will be complied with as stated herein, as applicable. FAILURE TO CERTIFY IS TO DISQUALIFY THE ACCOMPANYING BID PROPOSAL.**

Transportation South, Inc.

Legal Name of Firm

Simms Abney

Signature of Bidder

Simms Abney

Print or Type Name of Bidder

6/29/26

Date

Alabama Secretary of State

Transportation South, Inc.

Entity ID Number	000-128-215
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Jefferson County
Formation Date	12/28/1988
Registered Agent Name	GIL JAGGERS
Registered Office Street Address	1400 MCCAIN PARKWAY PELHAM, AL 35124
Registered Office Mailing Address	1400 MCCAIN PARKWAY PELHAM, AL 35124
Nature of Business	SALES AND MAINTENANCE OF NEW AND USED SCHOOL BUSES
Capital Authorized	$1,000
Capital Paid In	---
Incorporators	
Incorporator Name	STUTTS, PHILLIP G
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	10/26/2000
Principal Office Changed From	BIRMINGHAM, AL
Transaction Date	10/26/2000

Transportation South, Inc.

Registered Agent Changed From	STUTTS, PHILLIP G 425 FIRST ALABAMA BANK BLDG BIRMINGHAM, AL 35203
Transaction Date	12/21/2018
Principal Office Changed From	PELHAM, AL
Transaction Date	12/26/2024
Registered Agent Changed From	LAW, GEORGE H JR 1400 MCCAIN PARKWAY PELHAM, AL 35124
Scanned Documents	
Document Date / Type / Pages	12/28/1988 Certificate of Formation 4 pgs.
Document Date / Type / Pages	10/26/2000 Registered Agent Change 1 pg.
Document Date / Type / Pages	12/28/2018 Restated Articles 5 pgs.
Document Date / Type / Pages	12/26/2024 Registered Agent Change 2 pgs.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

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

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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

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

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

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. 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) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: 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 use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate 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. Federal contractors already enrolled at the time of a contract award: 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 initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. 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 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: 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 pursuant to 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. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: 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 do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. 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.

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 tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

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

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

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

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

after the Employer receives it.

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

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

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

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

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. 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 a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

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

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

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

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

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

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

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 224523

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

Employer Transportation South Inc.

Patrick Cunningahm
Name (Please Type or Print)

Title

Electronically Signed
Signature

08/23/2009
Date

Department of Homeland Security – Verification Division

USCIS Verification Division
Name (Please Type or Print)

Title

Electronically Signed
Signature

08/23/2009
Date

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 224523

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Transportation South Inc.

Company Facility Address: 1400 McCain Parkway

Pelham, AL 35124

Company Alternate Address:

County or Parish: SHELBY

Employer Identification Number: 630990270

North American Industry Classification Systems Code: 441

Parent Company:

Number of Employees: 10 to 19

Number of Sites Verified for: 1

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

- ALABAMA 1 site(s)

Company ID Number: 224523

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

Name:	**Patrick Cunningahm**		
Telephone Number:	**(205) 663 - 2287**	Fax Number:	**(205) 663 - 2378**
E-mail Address:	**pcunningham@transportationsouth.com**		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/2026

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

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

PRODUCER
Lighthouse, an Alera Group Company
56 Cesar E Chavez Ave SW
Ste 300
Grand Rapids MI 49503

CONTACT NAME: Jenn Hall
PHONE (A/C, No, Ext): (800) 344-3531 FAX (A/C, No): (616) 455-9489
E-MAIL ADDRESS: jenn.hall@aleragroup.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Travelers Indemnity Company of America	25666
INSURER B :	Travelers Property Casualty Company of America	25674
INSURER C :	Travelers Indemnity Co of Conn	25682
INSURER D :	Amherst Specialty Insurance Company	17565
INSURER E :		
INSURER F :		

INSURED
Hoekstra Truck Equipment Company Inc
260 36th Street SE
Wyoming MI 49548

COVERAGES **CERTIFICATE NUMBER:** 26-27 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC; OTHER:			Y-630-4W860185-PHX-26	04/01/2026	04/01/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY			810-1Y949742-26-14-G	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $			CUP-5W397354-26-14	04/01/2026	04/01/2027	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-4W860068-26-14-G	04/01/2026	04/01/2027	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Auto Dealers Coverage			AD-5W355756-26-CAG	04/01/2026	04/01/2027	Comprehensive Ded	$2,500
							Collision Ded	$3,000

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

D: Risk Point Dealer Open Lot Policy - Policy # AH99-RPD-260002568-00 - Eff/Exp: 3/3/2026-3/3/2027 - Limits: See Additional Remarks
Locations: 260 36th Street SE, Grand Rapids, MI, 49548; 3741 Roger B Chaffee Memorial Dr SE, Grand Rapids, MI, 49548; 555 Oliver Drive, Troy, MI, 48084; 110 Holt Industrial Circle, Acworth, GA, 30101; 6093 Clay Ave SW, Grand Rapids, MI, 4954; 255 36th St SE, Grand Rapids, MI, 49548; 3512 Bill Smith Dr, Murfreesboro, TN, 37129; 50 Monroe Dr, Pelham, AL 35124; 1400 McCain Parkway, Pelham, AL, 35124; 3513 Roger B Chaffee Memorial Drive SE, Grand Rapids, MI, 49548

CERTIFICATE HOLDER

Informational Purposes

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: 00085744

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Lighthouse, an Alera Group Company	Hoekstra Truck Equipment Company Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Risk Point Dealer Open Lot Limits by Location:
260 26th St SE, Wyoming, MI 49548 - $4,500,000
3741 Roger B Chaffee Mem. Dr, Grand Rapids, MI 49548 - $12,000,000
555 Oliver Dr, Troy, MI 48084 - $10,000,000
110 Holt Industrial Circle, Acworth, GA 30101 - $1,000,000
6093 Clay Ave SW, Grand Rapids, MI 49548 - $1,400,000
255 36th St SE, Grand Rapdis, MI 49548 - $500,000
3512 Bill Smith Dr, Murfreesboro, TN, 37129 - $11,992,404
50 Monroe Dr, Pelham, AL 35124 - $4,820,721
1400 McCain Parkway, Pelham, AL, 35124 - $9,797,524

Funding Sources
Paratransit Van: 2000-54-54D11-520100-PT111150-
Fixed Route Vehicle: 2000-54-54M11-520100-PT111150-

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Model 1 Commercial **DATE:** 7/14/2026
FROM: City of Huntsville, Public Transit **DEPT:** Public Transit
BID #: 61-2026-54 **COMMODITY/SERVICE:** Low Floor Access & Orbit Vans

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Model 1 Commercial

RECOMMENDATION: It is the intent/recommendation to award this contract to Model 1 Commercial for low floor gasoline powered paratranit vans, and smaller fixed route vehicles.

DESCRIPTION	PRICE	UOM	COMMENT
NonCDL, LowFloor w/Ramp, Gas Paratransit Van	229,484	EA	
NonCDL, LowFloor w/Ramp Gas Fixed Route Vehicle	191,676	EA	

INITIAL PURCHASE: 2 - Low Floor Paratransit Vans
FUNDING SOURCE:
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.

Department Head 7/14/26
Date

Procurement Manager 7.14.2026
Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A
BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per the Advertisement for Bids – Notice to Bidders, bids will be evaluated 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: #1 dated 6/3/26 & #2 dated 6/15/26
#3 dated 6/17/26 & #4 dated 6/22/26

Category 1

	Description	Base Bid Price for 1 Unit	Quantity	Extended Price
1.	Non-CDL, High Floor with Lift, Gasoline Powered, Paratransit Vehicle	$ No Bid	2-4	**Qty 2:** $ No Bid

Category 2

	Description	Base Bid Price for 1 Unit	Quantity	Extended Price
2.	Non-CDL, Low Floor with ramp, Gasoline Powered, Paratransit Vehicle	$ 229,484	2-4	**Qty 2:** $ 458,968

Category 3

	Description	Base Bid Price for 1 Unit	Quantity	Extended Price
3.	Non-CDL, Low Floor with ramp, Gasoline Powered, Fixed Route Vehicle	$ 191,676	4-6	**Qty 4:** $ 766,705

APPENDIX A
BIDDER PRICING FORM
(Continued)

Category 4

	Description	Base Bid Price for 1 Unit	Quantity	Extended Price
4.	Non-CDL, Low Floor with ramp, Battery Electric Paratransit Cutaway	$ No Bid	2-5	**Qty 5:** $
5.	Level 2, Pedestal Mount, 19.2 KW, Dual Port Chargers	$ No Bid	3-4	**Qty 3:** $
6.	Level 2, Portable, Gasoline Generator Style, Charger	$ No Bid	1	**Qty 1:** $
	Description		**Training Lump Sum**	
7.	Battery Electric Vehicle Training for Maintenance Technicians, Drivers, Supervisors and Managers**		$ No Bid	

****Bidders should provide detailed training descriptions with a breakdown of the number of days, hours, and rates for any applicable training as detailed in Appendix B – Detailed Requirements Checklist on a separate bidder provided form.****

**Optional Pricing for Specialty Tools should be provided on Separate Bidder Provided Form

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

Model 1 Commercial Vehicles, Inc.
Printed legal name of Bidder

Jason Spore, Transit Bid Manager
Printed name of individual/corporate officer/general partner/joint venturer AND Title

Signature

June 22, 2026
Date

APPENDIX B
DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	The following technical specifications are not intended to encompass every component, subcomponent, part, or piece of the vehicles desired. Instead, these specifications are intended to best describe the vehicles desired and provide a basis for vendors to bid. In addition to the specifications and components listed below, all other standard OEM components and subcomponents should be presumed to be provided and not deleted.		
	1. Technical Specifications for Non-CDL, High Floor with Lift, Paratransit, Gasoline Powered, Qty. 2-4, Minimum 3 Wheelchair locations with 10 ambulatory seats when flip benches deployed.	NO BID	
1	High Floor Non-CDL Cut-a-Way Paratransit Vehicle Model Year 2025, 2026 or Newer		
2	GVWR: Minimum 12,500		
3	Vehicle shall be certified for use by a Non-CDL driver		
4	Vehicle Length: 275" – 285" front bumper to back bumper		
5	Vehicle Width: 80" – 96"		
6	Wheelchair Loading Door shall be Side Loading Only, Right Rear Curb Side, and at least 46" wide		
7	Passenger Entry Door shall be a minimum of 36" wide; and may be opened by an electric motor or manually		
8	Aisle Width shall be a minimum 36" with benches and seats lowered		
9	Floor to Ceiling Height shall be 70" minimum		
10	Seat to Ceiling Height (including driver's seat) shall be 55" minimum		
11	Engine: Ford E-450 or Equivalent, V-8, 7.3L, Gasoline Engine		
12	Transmission: Electronic 5-Speed Automatic Transmission		
13	Air Conditioning: Front AC shall be factory installed. Rear AC Commercial and Stand alone, minimum 68K BTU, Dual Compressors		
14	Heat 2-Speed Blower, Factory Installed in the front; Stand-alone commercial heater in the rear. Minimum 65K BTU		
15	Wheelchair Lift: Electrically activated, ADA Compliant (Braun or Approved Equal) 1000 lb. minimum		

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
16	Wheelchair Securement Stations: Three (3) Stations (QStraint, Surlok, or Approved Equal) Slide N Click floor anchors Style without tracks		
17	Mirrors: Remote Controlled and heated		
18	Chrome Front Bumper and Grill		
19	Three (3) double foldaway seats on driver's side, two (2) double fixed seats on passenger side		
20	Two (2) front 7" round amber lights and two (2) rear 7" round red lights activated by passenger door and wheelchair door opening		
21	Spare tire and wheel		
22	Stainless Steel battery tray with box for rear battery		
23	Fast Idle		
24	Retractable seat belts for each seat		
25	Padded Stanchions		
26	Two (2) padded ceiling grab rails		
27	Heavy Duty Driver Running board		
28	Flooring shall be ¾" marine grade plywood floor with Gerflor, or Altro gray vinyl flooring, or equal		
29	Two (2) separate batteries with power pulse battery maintenance system for each battery; or equivalent		
30	Bus Wrap and installation provided by contractor		
31	SEON 6-Camera System		
	2. Technical Specifications for Non-CDL, Low Floor with Ramp, Paratransit, Gasoline Powered, Qty. 2-4, Minimum 3 Wheelchair locations with 4 ambulatory seats in the lower section.	FRONTRUNNER	
32	Low Floor Non-CDL Paratransit Vehicle Model Year 2026 or Newer	X	
33	GVWR: Under 10,000 lbs.	X	
34	Vehicle shall be certified for use by a Non-CDL driver	X	
35	Vehicle Length: 22'8" to 23'	X	
36	Vehicle Width: 96" – 102"	X	
37	Wheelchair Loading Door shall be Side Loading Only, Curb Side, and at least 41.5" wide	X	
38	The passenger door is the same door as the Wheelchair Loading Door and may be opened by an electric motor or manually	X	

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE		
		YES	NO	
39	Aisle Width shall be a minimum 36" with benches and seats lowered	X		Via Addendum
40	Floor to Ceiling Height shall be 76.6" minimum	X		Via Addendum
41	Engine: 3.6L V6 Pentastar Gas Engine or Equivalent	X		
42	Transmission: 9-Speed Automatic with overdrive	X		
43	Air Conditioning: Front AC shall be factory installed. Rear AC Commercial and Stand alone, minimum 65K BTU, Dual Compressors.	X		Via Addendum
44	Heat: 2-Speed Blower, Factory Installed in the front; Stand-alone commercial heater in the rear. Minimum 95K BTU.	X		Via Addendum
45	Wheelchair Ramp: Aluminum gas spring assist, 1:6 slope ratio (measured from the door) with 1000 lb. minimum.	X		Via Addendum
46	There shall be a device that uses a motorized cable/strap mechanism to pull a wheelchair up the ramp; specifically called a Wheelchair Winch.	X		
47	Wheelchair Securement Stations: Three (3) Stations – Q'Straint-8300 slide n click system or equivalent.	X		
48	Mirrors: Remote Controlled and heated.	X		
49	Chrome Front Bumper and Grill	X		Via Addendum
50	Four (4) foldaway seats on driver's side. Accommodations for 2 wheelchairs secured on Driver's side. One (1) Wheelchair securement provision on the curb side by door. (See diagram in Appendix E Additional Documentation)	X		
51	Two (2) front 7" round amber lights and two (2) rear 7" round red lights activated by passenger door and wheelchair door opening.	X		Via Addendum
52	Spare tire and wheel	X		
53	Stainless Steel battery tray with box for rear battery	X		Via Addendum
54	Fast Idle	X		
55	Retractable seat belts for each seat	X		
56	Padded Stanchions	X		
57	Two (2) padded ceiling grab rails	X		Via Addendum
58	Flooring shall be commercial grade non-slip transit flooring.	X		
59	Single 800 CCA maintenance-free	X		
60	Bus wrap and installation provided by contractor. Graphics are shown in photos (Digital Artwork to be provided by City of Huntsville)	X		
61	SEON 6-Camera System	X		

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE		
		YES	NO	
	3. Technical Specifications for Non-CDL, Low Floor with Ramp, Fixed Route, Gasoline Powered, Qty 4-6, minimum 1 wheelchair location w/ 10 ambulatory seats	ARBOC		
62	Low Floor Non-CDL Model Year 2025, 2026, or Newer	X		
63	Vehicle shall be certified for use by a Non-CDL driver	X		
64	Vehicle Width: 96" minimum	X		
65	Wheelbase: 212", 26'8" Body	X		
66	Bus Style Entrance Door	X		
67	Wheelchair Loading shall be at Entrance Door, 32.5" minimum width for ramp.	X		
68	Q-Straint One Securement System (Shown in Photo below) where belts and retractors are built into the floor wheelchair pad. System includes push button lock / unlock system.	X		Via Addendum
69	ADA Compliant Low Floor Conversion	X		
70	Passenger Entry Door shall be a minimum of 36" wide with Ramp Width of at least 32.5"; and shall be opened by an electric motor	X		
71	Engine: Ford E-450, Chevrolet 3500 or 4500 or Equivalent, V-8, 7.3L, Gasoline Engine	X		
72	Transmission: Electronic 5 or 6-Speed Automatic Transmission	X		
73	Air Conditioning: Front AC shall be factory installed. Rear AC Commercial and Stand alone, minimum 68K BTU, Dual Compressors.	X		
74	Heat: 2-Speed Blower, Factory Installed in the front; Stand-alone commercial heater in the rear. Minimum 65K BTU.	X		
75	Wheelchair Ramp: Electrically activated, ADA Compliant holds up to 1000 lbs.	X		
76	Wheelchair Securement Stations: Minimum One (1) Station (Q-Straint One, or Approved Equal)	X		Via Addendum
77	Mirrors: Remote Controlled.	X		
78	Spare tire and wheel	X		
79	Retractable seat belts for each seat	X		
80	Graphics are shown in photos (Digital Artwork to be provided by the City of Huntsville) Contractor shall be responsible for the vinyl and bus wrap installation.	X		
81	Powertrain Warranty: 5-Year / 60,000 Miles	X		
82	Body Conversion Warranty: 3-Year / 36,000 Miles	X		
83	SEON 6-Camera System	X		
84	Luminator Head Sign	X		

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	4. Technical Specifications for Non-CDL, Low Floor with Ramp, Paratransit, Battery Electric Vehicles, Qty. 4-6, Minimum 1 Wheelchair location with 10 ambulatory seats	NO BID	
85	Ford E450 Base Chassis		
86	Low Floor		
87	212" Wheelbase, 26'8" Body		
88	Proterra S115 123kW NMC Battery Pack or Approved Equal		
89	Levl 2 (240 V) Charing System		
90	Heavy Duty Traction Motor, 295 Peak HP		
91	250 AMP DC-DC 12V Chassis Electrical		
92	2 Charging Receptacles to be on the curb side front right; as well as the street side front left. This will allow for varying charging locations.		
93	LED Exterior Body Lighting		
94	Non-slip vinyl Floor – Grey		
95	Front Right Door or Curb Side Door Location with wheelchair ramp that deploys and retracts by motor		
96	Grab Rails at Entry Door to give ambulatory passengers something to hold on to while boarding and exiting the bus		
97	Door width shall be a minimum 36" with a 32.5" ramp capable of holding up to 1000 lbs.		
98	Wheelchair Ramp: Electrically activated or manual, ADA Compliant (Braun or Lift U or Approved Equal) 1000 lb. minimum.		
99	Wheelchair Securement Stations: Three (3) Stations (Q'Straint, Surlok, or Approved Equal). Slide N Click floor anchors Style without tracks.		
100	Wheelchair locations shall be forward facing or Side Facing.		
101	A folding transition ramp is specified to assist elderly passengers to the upper back of the vehicle.		
102	8 Camera SEON Video System including DVR, Hard Drive, Cameras, Wiring, and any other necessary hardware; including installation.		
103	A Back up camera is also required and may be a separate system versus the SEON specified above.		
104	Noise Generator with Reverse Sensing		
105	Front AC shall be factory installed. Rear AC Commercial and Stand alone, minimum 68K BTU, Dual Compressors.		

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
106	Heat: 2-Speed Blower, Factory Installed in the front; Stand-alone commercial heater in the rear. Minimum 65K BTU.		
107	Mud Flap Set		
108	Exterior Curb Side front door switch and ramp toggle switches		
109	Spare Ignition Keys		
110	Vinyl Bus Wrap provided and installed by contractor prior to delivery. The City of Huntsville will provide the digital graphic designs.		
111	Decals for "No Smoking" "Fire Extinguisher" "Watch Your Step" "Decal for Clerance Height. "Emergency Door" "No Eating or Drinking on Bus" "Stops at All Railroad Crossings" "Vehicle Makes Sudden and Frequent Stops"		
112	Non-Slip High Quality leakproof rubber flooring.		
113	Safety Kit to include 5lb ABC Fire Extinguisher, First Aid Kit, Triangular Hazzard Kit, Seat Belt Cutter		
114	Roof Hatch		
115	6 Sets of Parts Manuals		
116	Minimal 80 hours' Training for Maintenance Technicians, Drivers, Supervisors, and Managers. Bidders will submit a training proposal and cost for consideration.		
117	Bidders shall provide a list of all specialty tools needed for vehicles bid. The specialty tools list should be provided as options with associated pricing.		
	5. Technical Specifications for Level 2, 19.2kw Dual Port, Pedestal Chargers	NO BID	
118	Level 2 (~20kW) charging capacity. Please include options for adding additional chargers in the future, etc.		
119	The CMS should enable vendor-agnostic communication with the charging hardware via OCPP 1.6J. To ensure interoperability with different charger manufacturers and models using the standard charge management protocol.		
120	"Energy Star rated" is required. The charging stations shall be compliant to SAE J1772, J3068 or other, (most recent revision) and UL 2202, UL2594, and UL916. Compliance with National Electrical Code (NEC), FCC, and other relevant regulations for safety and operation, as well as all OSHA standards.		
121	The Enclosure Rating must be NEMA 3R or better, per UL 50E.		
122	The charging equipment identified and purchased for this project shall have open safety ground detection continuously monitoring the presence of a ground connection, the ability to remotely stop the flow of power from the unit when not in use and have over-current protection to prevent vehicles from drawing too much power. The charging equipment shall have a charge circuit interrupting device (CCID), or a ground fault circuit interrupter (GFCI) designed to control the flow of power and reduce the risk of electric shock.		

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
123	The charging units must operate at temperatures between minus 20 degrees and 120-degrees Fahrenheit with up to 85% relative humidity. Charging units must also operate in inclement weather conditions.		
124	Cable lengths should be a minimum of 18' with options for longer cables and automatic retraction to keep cables from lying on the ground.		
125	Base charging units should be pedestal mounted. Preference shall be given to bidders that also include ceiling-mounted pull-down options.		
126	The charging equipment as installed should be Americans with Disabilities Act (ADA) compliant.		
127	The charging equipment shall be designed using only prudent, proven engineering principles with all work performed only by established professional firms. The charging equipment purchased shall comply with all State regulations and requirements applicable to the design and manufacture of charging equipment for the State of Iowa.		
128	All labor employed in both the manufacturing and assembly processes of the charging equipment purchased shall be to the highest industry standards. The entire charger shall be within all established engineering tolerances set by all parties involved in the design and production of the charger. All added components shall be installed and positioned according to the component manufacturer's installation procedures which shall be available upon request.		
129	The charging equipment must be rated for outdoor use and should have security design features to prevent tempering and vandalism (e.g., tamper-resistant screws, locked enclosures, and graffiti-resistant coatings).		
130	The charging equipment must qualify under the Build America Buy America Act requirements.		
131	Installation manuals, user manuals, service manuals, and standard warranty documents shall be provided.		
132	Connectivity shall be 4G LTE wireless cell phone equipment with an externally mounted 3dB antenna with the possibility of a daisy-chain internet cable between multiple charging stations for improved system performance and reduced cost of having multiple 4G LTE cell phone systems. Open Charge Point Protocol (OCPP) v1.6 or later is required and OCA certification to full and security is mandatory. (OCPP 1.6 Certification - OCA, OCPP 1.6 Certification, Home - Open Charge Alliance).		
133	Fully developed program to manage chargers on a public level including regional management shall be included as a network management platform.		
134	Smart charging shall be provided as an option to allow for the transit provider to set chargers to a schedule for start and end charging times, allowing for increased energy management.		
135	The charging equipment should allow for collection of data such as energy use (kWh) and duration of charging period that is downloadable to an Excel/CSV file format.		

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
136	The charging equipment provider shall enter a 5-year maintenance contract with the project manager/general contractor and provide demand response support.		
137	5-year hardware warranty with a minimum 3-year manufacturer's warranty on all charging equipment including all materials, parts, tools, labor, and incidentals shall be included. Warranty shall cover complete repairs or replacements, and site visits, as necessary. For activities covered under the warranty, an approved local service provider shall be used. If there is a failure of the charging equipment during the warranty period, the hardware provider shall agree to replace such components or parts within 72 hours of notification. Contractor shall identify local service providers who will be providing all warranty and services to the charger stations.		
138	As part of the warranty process, the Respondent shall provide timely, same day response for any service calls placed between 8 a.m. to 5 p.m. CST, Monday through Friday (excluding major holidays) regarding repair or replacement of all components identified as part of the RFP which shall malfunction.		
139	Cyber security to protect City of Huntsville should be considered.		
140	The Respondent shall develop and submit for approval a comprehensive inspection and testing plan, including test procedures and test reports, to demonstrate successful integration of current or future Reservation Management system components; equipment, software, interfaces, and data reporting provided under this Contract.		
141	The inspection and testing plan shall include a detailed schedule indicating the sequence of each test and where and when each test will take place.		
142	The Respondent shall be responsible for managing all testing and producing test reports, the cost of which shall be included in all costs proposed.		
143	The Respondent shall provide a combination of in-person and online programs to educate, train, and teach personnel in all details of the electric vehicle charging stations' hardware and software. The Respondent shall include in the proposal how and what type of training will be conducted. A combination of train-the-trainer and training sessions to designated staff will be preferred. The Respondent shall provide a training program for technicians and staff responsible for software, installation, implementation, and maintenance of the disciplines identified within the IFB, as well as training when necessary, including but not limited to, aspects of ordering, shipping, billing, receiving, and charger maintenance. At the request of the State, the Contractor will provide in-service training on products, installation, and product safety issues.		
	6. Electric Vehicle Training for Maintenance Technicians, Drivers, Supervisors and Managers ****Bidders should provide detailed training descriptions with a breakdown of the number of days, hours, and rates for any applicable training as detailed below on a separate bidder provided form.****	NO BID	
144	Bidders shall provide detailed descriptions, number of hours, and price for training all Maintenance personnel on the proposed Battery Electric Vehicles. The description of training should include what specialty tools and diagnostic equipment is to be used by the maintenance technicians. Additionally, Safety Training (Do's and don'ts) for		

	maintenance technicians in safely troubleshooting, diagnosing, repairing, and replacing should be included in the training program description.		
145	Bidders should describe the details of training to be provided to all personnel (including Maintenance Technicians, Drivers, Supervisors, and Managers) in the proper end-of-day charging procedures, as well as start of day disconnect and starting procedures. Bidders should provide the number of dates, hours and rates for this training.		
146	Bidders should describe the details and level of training on vehicle operations, driver controls, and dashboard. This training should be provided to all personnel (including Maintenance Technicians, Drivers, Supervisors, and Managers). Bidders should provide the number of dates, hours and rates for this training.		
147	Bidders should provide training program details related to emergency procedures.		

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Model 1 Commercial Vehicles, Inc.

Doing-Business-As Name of Proposer:

Same

Principal Office Address:

9225 Priority Way West Drive, Suite 300

Indianapolis, IN 46240

Telephone Number: 800-326-2877

Fax Number: 909-465-5529

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: 2022
Location of incorporation: Indiana
The corporation is held: Publicly ___ Privately X

Names and titles of corporate officers:

Anthony Matijevich, Jr., CEO

Vicki Matijevich, Secretary

J.R. Sauder, President

Partnership Statement

If a partnership, answer the following:

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

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

____

____

____

____

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

____

____

____

____

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

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

City Employee Yes ______ No X
If "Yes," Department ______________

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

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

Signature of Proposer

Jason Spore

Print or Type Name of Proposer

June 22, 2026

Date

Model 1 Commercial Vehicles, Inc.

Legal Name of Firm

9225 Priority Way West Drive, Suite 300

Mailing Address

Indianapolis,	IN	46240
City	State	Zip Code

800-326-2877	909-465-5529
Phone	Fax

biddepartment@model1.com

Email Address

www.Model1.com

Website Address

APPENDIX D
REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Model 1 Commerial Vehicles, Inc.
- City of Huntsville current taxpayer identification number (if available): Not 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**
☐ Individual or Sole Proprietorship	**Not Applicable**
☐ General Partnership	**Not Applicable**
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☑ Corporation	Number & State: 001-094-732 Indiana
☐ 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): Transit Bid Manager

Type or legibly write name: Jason Spore Date: June 22, 2026

APPENDIX F
SPECIAL TERMS & CONDITIONS

This contract is partially funded with 49 U.S.C., Chapter 53, Title 23, Section 5307, CFDA 20.507, and/or Section 5339, CFDA 20.526 Federal Transit Grant Funds. The attached Federal Compliance items must be certified. All proposals that do not have the certifications attached will be disqualified.

Of Note, the awarded Contractor is certifying compliance to all *relevant* clauses herein and that all sub-contractors under this contract shall certify all *relevant* clauses herein, if applicable.

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES - The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE STATEMENTS OR CLAIMS

1) The Contractor acknowledges the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification , the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose penalties of 18 U.S.C. §49 and 49 U.S.C. §5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS –

1) The Contractor will retain and will require its sub-contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
2) The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
3) The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4) The Contractor agrees to permit FTA and its contractors' access to the sites performance under this contract as reasonably may be required.

4. FEDERAL REQUIREMENT CHANGES – The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City of Huntsville, AL Huntsville Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Contractor shall require subcontractors, at all tiers, to comply with all the applicable federal changes as listed above.

5. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

6. CLEAN AIR and FEDERAL WATER POLLUTION CONTROL ACT *(Applicable to Procurements Exceeding $150,000)* - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and 33 U.S.C. §§ 1251 through 1388, as amended;

1) Report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities,"
2) Refrain from using any violating facilities,
3) Report violations to FTA and the Regional U.S. EPA Office, and
4) Comply with the inspection and other applicable requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251-1387

5) The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

7. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) –**

1) It is the policy of Huntsville Transit and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.
2) The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
   I. Withholding monthly progress payments;
   II. Assessing sanctions;
   III. Liquidated damages; and/or
   IV. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
3) Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment Huntsville Transit makes to the prime contractor. 49 C.F.R. § 26.29(a).

8. **CIVIL RIGHTS LAWS AND REGULATIONS** – The following Federal Civil Rights laws and regulations apply to all contracts. The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C. 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil Rights Act, "49 C.F.R. Part 21 and any implementing requirement FTA may issue.

1) **Federal Equal Employment Opportunity (EEO) Requirements** – these include but are not limited to:
   I. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.
   II. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or nation origin.
2) **Nondiscrimination on the Basis of Sex**. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving

Federal Financial Assistance," 49 C.F.R. part 25 prohibits discrimination on the basis of sex.

3) **Nondiscrimination on the Basis of Age**. The "Age of Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4) **Federal Protections for Individuals with Disabilities**. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

- **Civil Rights and Equal Opportunity**
  - Huntsville Transit is an Equal Opportunity Employer. As such, Huntsville Transit agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Huntsville Transit agrees to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
    - **1. Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, disability or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
    - **2. Equal Employment Opportunity**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    - **3. Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§621-634, U.S. Equal Employment Opportunity

Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age of Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- **4. Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- **5. Federal Law and Public Policy Requirements**. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

9. ENERGY CONSERVATION – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

10. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

1) Intelligent Transportation Systems (ITS) projects shall confirm to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

11. TRAFFICKING in PERSONS – The contractor agrees that it and its employees, may not:

1) Engage in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2) Precure a commercial sex act during the period of time that that the agreement is in effect, or
3) Use forced labor in the performance of the contract or sub-contracts.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

1) The recipient or subrecipient should, to the greatest extent practicable and consistent with the law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron,

aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase ordered under Federal awards.

2) For purposes of this section:
   I. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   II. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

13. FEDERAL TAX LIABILITY and RECENT FELONY CONVICTIONS – The contractor agrees to comply with Consolidated Appropriations Act, 2019, Pub. L. 116-6, div. D, title VII, §§ 744–745), U.S. DOT Order 4200.6. The undersigned certifies, to the best of his or her knowledge and belief, that:

1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
   I. ______________________ Signature of Contractor's Authorized Official
   II. Jason Spore, Transit Bid Manager ______ Name and Title of Contractor's Authorized Official
   III. June 22, 2026 ______ Date

14. SAFE OPERATIONS of MOTOR VEHICLES – The contractor is encouraged to have safe operations of motor vehicle policies:

1) Seat Belt Use – Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
2) Distracted Driving, Including Text Messaging While Driving – The contractor agrees to:
   I. Safety. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of the Agreement; and

II. Contractor Size. Conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

III. Extension of Provision. Include this Special Provision in each third party subagreement at each tier supporting this agreement.

15. AMERICANS WITH DISABILITIES ACT (ADA) – The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C.§794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

16. SIMPLIFIED ACQUISITION THRESHOLD – Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold does not exempy a procurement from other eligibility or processes that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).

17. TERMINATION PROVISIONS – ***(Applicable to contracts exceeding $10,000).* The termination clauses extend to Contractors, sub-contractors, and sub-recipients at every level.**

1) Termination for Convenience (General Provision) - The City of Huntsville may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Huntsville to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Huntsville, the Contractor will account for the same, and dispose of it in the manner the City of Huntsville directs.
2) Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Huntsville may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract

price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Huntsville that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Huntsville, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3) Opportunity to Cure (General Provision) - The City of Huntsville in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Huntsville's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from City of Huntsville setting forth the nature of said breach or default, the City of Huntsville shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Huntsville from also pursuing all available remedies against Contractor and its sureties for said breach or default.
4) Waiver of Remedies for any Breach - In the event that the City of Huntsville elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by The City of Huntsville shall not limit City of Huntsville's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
5) Termination for Default (Supplies and Service) - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Huntsville may terminate this contract for default. The City of Huntsville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Huntsville.

18. DEBARMENT AND SUSPENSION *(Applicable to Procurements Exceeding $25,000)* - The contractor agrees to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT Regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. When applicable, contractors, at any tier, will review the "Excluded Parties Listing System" at www.sam.gov , and will include a similar term or condition in each of its covered transactions. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1) Debarred from participation in any federally assisted Award;
2) Suspended from participation in any federally assisted Award;

3) Proposed for debarment from participation in any federally assisted Award;
4) Declared ineligible to participate in any federally assisted Award;
5) Voluntarily excluded from participation in any federally assisted Award; or
6) Disqualified from participation in any federally assisted Award

19. ADDITIONAL NOTICE TO U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS –

1) If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
   I. The types of legal matters that require notification include, bot are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
   II. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
   III. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Contractor is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

20. * PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

1) Recipients and subrecipients are prohibited from obligating or expending Federal Transit Administration funds under this contract funds to:

I. Procure or obtain covered telecommunications equipment or services;
II. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
III. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services.

2) As described in Public Law 115-232, section 889, "covered telecommunications equipment or services" means any of the following:
I. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
II. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
III. Telecommunications or video surveillance services provided by such entities or using such equipment.
IV. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
V. For the purposes of this section, "covered telecommunications or services" also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
VI. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
VII. When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
VIII. For additional information, see section 889 of Public Law 115-232 and 200.471

21. *CARGO PREFERENCE REQUIREMENTS

1) The contractor agrees:
   I. To use privately owned United States-Flag commercial vessels to ship at least 50% of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-Flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.
   II. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington. DC 20590; and
   III. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

22. *FLY AMERICA – Definitions. As used in this clause –

1) "International air transportation" means transportation by air between a place in the United States or between two places both of which are outside the United States. 2) "United States" means the 50 states, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
   I. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier is available to provide such services.
   II. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of Personnel (and their personal effects) or property.
   III. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for internation air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:
      1. **Statement of Unavailability of U.S. Flag Air Carriers**

a. *International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag aur carrier service for the following reasons. See FAR § 47.403. [State reasons]:*

IV. Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

23. VIOLATION AND BREACH OF CONTRACT

1) Disputes – Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Huntsville Transit. This decision shall be final and conclusive unless within [10] days from the date of the receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Huntsville Transit's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Huntsville Transit's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision
2) Performance during Dispute – Unless otherwise directed by Huntsville Transit's authorized representative, the Contractor shall continue performance under this contract while matters in dispute are being resolved.
3) Claims for Damages – Should either party to the contract suffer injury or damage to person or property because of any act or omission of the part or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
4) Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between Huntsville Transit's authorized representative and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration of the parties mutually agree, or in a court of competent jurisdiction within the State in which Huntsville Transit is located.
5) Rights and Remedies – Duties and obligations imposed by the contract documents and the right and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Huntsville Transit or the Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure constitute an approved of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

24. LOBBYING AND CERTIFICATION DISCLOSURE *(Applicable to Procurements Equal to or Exceeding $100,000)* - 31 U.S.C. 1352 (a), as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I. ______________________________
Signature of Contractor's Authorized Official

II. Jason Spore, Transit Bid Manager
Name and Title of Contractor's Authorized Official

III. June 22, 2026
Date

25. *PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the

1) contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
2) The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform, that work through its own forces or those of an affiliate without prior written consent of the Agency.

26. *SOLID WASTES (RECOVERED MATERIALS)

1) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
2) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of singleuse plastic products. See Executive Order 14057, section 101, Policy.

27. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT *(This requirement applies to all FTA grant and cooperative agreement programs.)* – Where applicable (see 40 U.S.C. §3701), all contracts awarded by the Non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

1) Under 40 U.S.C. §3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
2) The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
3) The regulation at 29 C.F.R. §5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

    I. **Compliance with the Contract Work Hours and Safety Standards Act**

    1. **Overtime requirements**. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) in such workweek.
    2. **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forth (40) hours without payment of the overtime ages required by the clause set forth in paragraph (1) of this section.
    3. **Withholding for unpaid wages and liquidated damages**. The agency shall upon its own action or upon written request of an

authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contract, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. **Subcontracts**. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

28. BUS TESTING – The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulations at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

29. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.
4) **Buy America Certification– Rolling Stock** *(Applicable to Procurements exceeding $150,000)* - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, and any later amendments, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the

product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. A bidder or offeror must submit to the FTA recipient, the City of Huntsville, the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. §661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment), use the certifications below.

5) **Certificate of Compliance with Buy America Rolling Stock Requirements** - The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j), as amended, and the applicable regulations in 49 C.F.R. Part 661.11.

   I. Date June 22, 2026
   II. Signature
   III. Company Model 1 Commerial Vehicles, Inc.
   IV. Name Jason Spore
   V. Title Transit Bid Manager

6) **Certificate of Non-Compliance with Buy America Rolling Stock Requirements** - The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), as amended, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(C), as amended, and the applicable regulations in 49 C.F.R. 661.7.

   I. Date ______
   II. Signature ______
   III. Company ______
   IV. Name ______
   V. Title ______

30. TRANSIT VEHICLE MANUFACTURERS (TVM) CERTIFICATION - This procurement is subject to provisions of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

1) **TVM Certification** ______ (name of firm), a TVM, hereby certifies that is has complied with the requirements of 49 CFR Part 26 Section 26.49 by submitting a current DBE Goal to the Federal Transit Administration (FTA). The goals apply to fiscal year ______ and has either been approved or not disapproved by FTA.
2) **Or,** Model 1 Commerial Vehicles, Inc. (name of firm) hereby certifies that the manufacturer of the transit vehicle to be supplied Frontrunner, Arboc (name of manufacturer) has complied with the

3) above referenced requirements of Section 26.49 of 49 CFR Part 26.

I. Date: June 22, 2026

II. Signature: ____________________

III. Company Name: Model 1 Commerial Vehicles, Inc.

IV. Printed Name: Jason Spore

V. Title: Transit Bid Manager

31. *SEVERABILITY – The contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that confirm to federal laws, regulations, requirements, and guidance will continue in effect.

32. STATE and LOCAL LAW DISCLAIMER - The use of many of the suggested clauses may not be governed by Federal Law but may be significantly affected by State law. Contractors should consult with their attorneys before using language in the sub-contractors procurement documents.

33. PUBLIC TRANSIT PROTEST PROCEDURES – Authority to Resolve Protested Solicitations and Awards, including the process of submitting a protest, is available upon request to the City of Huntsville, Huntsville Transit, Accountant III, 500 B Church Street, Huntsville, AL, 35801, 256-427-6811.

CERTIFICATION:

The Contractor, Model 1 Commerial Vehicles, Inc.**, certifies that all the above referenced federal requirements will be complied with as stated herein, as applicable. FAILURE TO CERTIFY IS TO DISQUALIFY THE ACCOMPANYING BID PROPOSAL.**

Model 1 Commerial Vehicles, Inc.
Legal Name of Firm

____
Signature of Bidder

Jason Spore
Print or Type Name of Bidder

June 22, 2026
Date

Alabama Secretary of State

Model 1 Commercial Vehicles, Inc.

Entity ID Number	001-094-732
Entity Type	Foreign Corporation
Principal Address	9225 PRIORITY WAY WEST DRIVE SUITE 300 INDIANAPOLIS, IN 46240
Principal Mailing Address	9225 PRIORITY WAY WEST DRIVE SUITE 300 INDIANAPOLIS, IN 46240
Status	Exists
Place of Formation	Indiana
Formation Date	06/24/2022
Qualify Date	08/16/2023
Registered Agent Name	CORPORATION SERVICE COMPANY INC
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	
Capital Authorized	
Capital Paid In	
Doing Business in AL Since	08/15/2023
Annual Reports	
Report Year	2024
Scanned Documents	
Document Date / Type / Pages	08/16/2023 Certificate of Formation 3 pgs.

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E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 23043 **Client Company ID Number:** 663390

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

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Model 1 Commercial Vehicles, Inc (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

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

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

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

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 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

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.

2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

3. 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.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. 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.

6. 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.

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

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

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

8. 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.

9. 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.

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

11. 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.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated

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

13. 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).

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

15. 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.

16. The Employer acknowledges that the information it receives from SSA through its Web Services

E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 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.

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

18. 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.

19. 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.

20. 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.

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

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.

In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

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

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

6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

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

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

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

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

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

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

11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.

12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify

rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

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

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

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at 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.

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

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

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

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

21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see 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 Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

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

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. RESPONSIBILITIES OF SSA

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

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

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

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

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

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

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

   b. Photo verification checks (when available) on employees.

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

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

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

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

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

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

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

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

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

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

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

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

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

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

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

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

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

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

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

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.

12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.

5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.

2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

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

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.

3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI
MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

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

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

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

ARTICLE VII
PARTIES

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

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

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

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

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

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

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Model 1 Commercial Vehicles, Inc (Employer) hereby designates and appoint Lookout Services (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.
If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 23043 **Client Company ID Number:** 663390

Approved by:

Employer	
Model 1 Commercial Vehicles, Inc	
Name (Please Type or Print) Patricia Cuellar	Title
Signature Electronically Signed	Date 04/17/2013
E-Verify Employer Agent	
Lookout Services	
Name (Please Type or Print) Patricia Duarte	Title
Signature Electronically Signed	Date 04/17/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/18/2013

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 23043 **Client Company ID Number:** 663390

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Model 1 Commercial Vehicles, Inc
Company Facility Address	9225 Priority Way 300 Indianapolis, IN 46240
Company Alternate Address	
County or Parish	MARION
Employer Identification Number	330388707
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 23043 **Client Company ID Number:** 663390

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

CA	1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 23043 **Client Company ID Number:** 663390

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

Name	Vicki E Matijerick
Phone Number	9094655528
Fax	9094655529
Email	vickim@creativebussales.com

Name	Ryane P Austin
Phone Number	9094655528
Fax	9094655529
Email	ryanea@creativebussales.com

Company ID Number: 23043

Client Company ID Number: 663390

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

Client#: 308520 MODE1CO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/02/2025

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

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

PRODUCER
EPIC Insurance Midwest
678 Front Ave NW Suite 330
Grand Rapids, MI 49504

CONTACT NAME: Patti Zuk
PHONE (A/C, No, Ext): - FAX (A/C, No):
E-MAIL ADDRESS: certificatesgrr@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Lexington Insurance Company	19437
INSURER C : Axis Surplus Insurance Company	26620
INSURER D : Endurance American Specialty Ins Co	41718
INSURER E : HDI Global Insurance Company	41343
INSURER F :	

INSURED
Model 1 Commercial Vehicles, Inc.
3314 SW 49th Way, Ste 3
Davie, FL 33314

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	GLO038187410	07/01/2025	07/01/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY	X	X	GP038180310	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll.	$$250/$500 Ded
B	UMBRELLA LIAB X OCCUR	X	X	020744040	07/01/2025	07/01/2026	EACH OCCURRENCE	$9,000,000
C	X EXCESS LIAB CLAIMS-MADE			P00100162498401			AGGREGATE	$9,000,000
D	DED X RETENTION $0			ELD30021915103				$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	WC038095410	07/01/2025	07/01/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Garagekeepers			GP038180310	07/01/2025	07/01/2026	$1,000,000 Occ/$1k Ded.	
D	Dealers Inventory (Open Lot)			ITD7047700	07/01/2025	07/01/2026	$1,000,000/Vehicle $70,000,000/Occ	

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

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J. Hops