305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/9/2026 **File ID:** TMP-7158

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:

W.H. Thomas Oil Co. Inc. - Grease, Oil & Lubricants (Fleet Services)

Winsupply Huntsville AL Co. - Industrial Plumbing & Piping Supplies (WPC)

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
W.H. Thomas Oil Co. Inc.	Grease, Oil & Lubricants	One Year W/Extensions
Winsupply Huntsville AL Co.	Industrial Plumbing & Piping Supplies	One Year W/Extensions

ADOPTED this the 9th day of July, 2026.

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

APPROVED this the 9th 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:** 06/23/2026
FROM: Autumn McCord **DEPT:** Fleet Services
BID #: 59-2026-15 **COMMODITY/SERVICE:** Grease, Oil & Lubricants

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND W.H. Thomas Oil Co Inc

RECOMMENDATION: Please award the above bid to W. H Thomas Oil.
They were the responsive bidder by submitting a bid for all categories.

DESCRIPTION	PRICE	UOM	COMMENT
Please see bid tabulation			

INITIAL PURCHASE: UNKNOWN
FUNDING SOURCE: 1000-00-00000-140100-0000000
TERM OF CONTRACT:
- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

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

Ricky Wilkinson Digitally signed by Ricky Wilkinson Date: 2026.06.23 08:44:34-05'00' — 06/23/26
Department Head — Date

Tamara M Yancy Digitally signed by Tamara M Yancy Date: 2026.06.24 09:14:16 -05'00' — 6.23.26
Procurement Manager — Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A
BIDDER PRICING FORM / 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.

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.

The City reserves the right, before awarding this contract, to request from any vendor, the complete specifications on products bid. If the City requests analysis of products at any time, prior to or after award, samples will be provided, and the analysis will be performed at the expense of the vendor through an independent laboratory not connected with the supplier selected by the City. If the products supplied by the vendor fail analysis to fulfill minimum specifications, the City reserves the right to cancel this part of the contract. All products must be premium grade, branded products and brand specific to maintain factory warranties.

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: WH Thomas Oil Acknowledge BA

A. REMOTE TANK MONITORING

Remote access tank monitoring system required. Installation shall be performed by the bidder at no cost to the City on all bulk tanks. Fleet Services shall have remote access to monitor inventory tank levels to be accessed at Fleet Services. The system must be stand alone and not rely on City internet access. SMARTank system is preferred but equivalent will be considered if it meets the needs of Fleet Services.

Additional system requirements:
1. Operates on its own cellular network.
2. Lid is factory-sealed for maximum weather resistance and does not need to be opened to activate the device.
3. Innovative enclosure and internal antenna for enhanced chemical compatibility and durability.

Vendor Compliance **YES** X **NO** _____

APPENDIX A
BIDDER PRICING FORM / DETAILED REQUIREMENTS CHECKLIST
(Continued)

BIDDER PRICING FORM

I. ENGINE OIL (Must meet or exceed specification listed)

A. SAE 30 (Non-Detergent):

Product Starfire ND 30 Drum / Valvoline ND 30 QTS

55 Gal. container min order 1 per Gal. $ 13.58
1 Qt. container min order case 1 per Qt. $ 6.15

B. 5W20 SYNTHETIC BLEND – (Brand specific-Motorcraft®): Meets Ford WSS-M2C960-A1

Product Motorcraft 5W20 Synthetic Blend

Bulk 200 Gal. min order 1 per Gal. $ 17.40
1 Qt. container min order case 1 per Qt. $ 6.59

C. 5W30 FULL SYNTHETIC – (Brand specific-Motorcraft®): Meets Ford WSS-M2C971-A1

Product Motorcraft 5W30 Full Synthetic

Bulk 200 Gal. min order 1 per Gal. $ 26.84
1 Qt. container min order case 1 per Qt. $ 7.74

D. 15W40 FULL SYNTHETIC (Brand specific-Delo® 400 XSP) Meets Ford WSS-M2C171-F1 - CK-4/API/SN PLUS:

Product Chevron Delo 400 XSP FullSyn

Bulk 200 Gal. min order 1 per Gal. $ 27.37
1 Gal. container min order case 1 per Gal. $ 32.20
1 Qt. container min order case _____ per Qt. $ N/A

E. 15W40 SYNBLEND (Brand specific - Delo® 600 ADF) CK-4/CI-4 PLUS:

Product Chevron Delo 600 ADF 15W40 SynBlend

Bulk 200 Gal. min order 1 per Gal. $ 19.70
1 Gal. container min order case 1 per Gal. $ 24.34
1 Qt. container min order case _____ per Qt. $ N/A

APPENDIX A
BIDDER PRICING FORM / DETAILED REQUIREMENTS CHECKLIST
(Continued)

II. HYDRAULIC TRANSMISSION FLUID (Brand specific - Delo® SYN-THF XC) 226605

A. Shall be approved to meet the following requirements or specifications:

- Allison Division - GMC for a C-3 Fluid
- Allis Chalmers - Power Fluid 821
- J. I. Case - C 143
- John Deere - J20 A
- Ford - ESN M2C 134A

Product DELO SYN-THF XC

Bulk 200 Gal. min order 1 per Gal. $ 29.79

B. Shall be approved to meet the following requirements or specifications:

- Allison TES 668 Approved Fluid and must have the "Allison Approved" logo

Product Chevron DELO Syn ATF 668

55 Gal. container min order 1 drum per Gal. $ 34.41
1 Gal. container min order 1 case per Gal. $ 36.06
Bulk 200 Gal. min order _____ per Gal. $ N/A

III. AUTOMATIC TRANSMISSION FLUID – PREMIUM GRADE, ALL PURPOSE (REQUIRED TO BE SYNTHETIC)

A. Shall be approved by Ford Motor Co., Generals Motors and Chrysler Corporation.

Product Havoline Full Synthetic MV ATF

Bulk 200 Gal. min order 1 per Gal. $ 26.58

IV. ANTI-WEAR HYDRAULIC OIL

For all hydraulic systems requiring an AW (Anti-Wear) or MS motor oil. Must meet or exceed the following requirements or specifications: Vickers I-286-S, 35VQ25, M2950-S, Denison P-46/HF-0, HF-2, T6C, Racine Model S.

A. ISO GRADE 32 – PREMIUM GRADE:

Product Chevron AW 32

Bulk 200 Gal. min order 1 per Gal. $ 10.73

B. ISO GRADE 46 – PREMIUM GRADE:

Product Chevron AW 46

Bulk 200 Gal. min order 1 per Gal. $ 10.73

APPENDIX A
BIDDER PRICING FORM / DETAILED REQUIREMENTS CHECKLIST
(Continued)

V. GEAR OIL (MUST MEET API SERVICE GL-5)

A. ISO 220 UNIVERSAL:

Product Chevron Meropa 220

55 LB. drum container min order 1 per LB. $ 2.34

VI. DIESEL EXHAUST FLUID (DEF)

A. Shall be approved to meet the following requirements or specifications:

Product Tartan DEF

ISO 22241-1 Quality
ISO 22241-2 Tested
ISO 22241-3 Handling
Transportation & Storage

Cummins Approved
API Registered
AdBlue Approved

2.5 Gal. container $ 9.49 Bulk - 200-Gal min. $ 2.49

VII. SYNTHETIC GEAR OIL

A. 75W90 (Brand specific – Delo® Syn-Gear HD) (MUST MEET API GL-5, MT-1 AND PG-2, FORD SPECS-M2C105A, M2C108C, M2C154-A, M2C158-A, GENERAL MOTORS SPECS-998546, 995044):

Product Chevron Delo Syn-Gear HD

Bulk 400-pound min. order per LB. $ 4.88

VIII. GREASE

A. ULTRA DUTY:

Product Chevron Starplex HD 2

120 LB. Drum
Price per Drum $ 4.30

444 LB. Drum 400 LB Drum
Price per Drum $ 4.07

B. CHEVRON ULTRA DUTY:

Product Chevron Ultra Duty HD 2

120 LB. Drum
Price per Drum $ 3.93

444 LB. Drum 400 LB Drum
Price per Drum $ 3.59

APPENDIX A
BIDDER PRICING FORM / DETAILED REQUIREMENTS CHECKLIST
(Continued)

C. EXTREME PRESSURE GREASE - MUST MEET MINIMUM SPEC (US STEEL 352 SPEC, CAT MPGM SPEC, MIL-G 234C SPEC, CASE 1H251H SPEC, JOHN DEERE SPEC, FORD-M1693A SPEC, GM SPEC, CHRYSLER SPEC NLGI GRADE #2):

Product Chevron Starplex HD 2 M3 (3% Moly)

120 LB. Drum
Price per Drum $ 4.81

444 LB. Drum
Price per Drum $ N/A

IX. REMOTE ACCESS TANK MONITORING SYSTEM

Annual Cost per Bulk Tank
(Includes LTE Cellular Service) $ 420.00

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

WH Thomas Oil Co Inc	Brad Hudson / Sales Engineer
Printed legal name of Bidder	Printed name of individual/corporate officer/general partner/joint venturer AND Title
Signature	06/17/2026 Date

Buis, Tomasa

From: Brad Hudson <brad@whthomasoil.com>
Sent: Thursday, June 18, 2026 3:29 PM
To: Buis, Tomasa
Subject: Re: IFB Grease, Oil & Lubricants

My apologies I was going in pace with the others with price per gallon and put the price per LB for the grease. That number should be multiplied by 120 for keg and 400 for drum to get your price.

I had sent the report of ownership to my accounting team along with everything else and just thought since she didn't send back we didn't need it. I will get it filled out and sent back to you.

Brad Hudson
Sales Engineer
Fuel & Lubricants
C:205-601-7199
O:256-351-0744

On Jun 18, 2026, at 3:03 PM, Buis, Tomasa <tomasa.buis@huntsvilleal.gov> wrote:

Good afternoon –
Following up on a couple of items from you bid submission. You were missing Appendix D Report of Ownership Form (attached here). Could you complete this and return as soon as possible?

Also, I wanted to clarify pricing on a couple of items – can you confirm if the following prices provided are per LB? The pricing form asked for price per drum so wanted to double check (screenshot below from section VIII. GREASE).

<image001.png>
<image002.png>

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.

See Appendix A – Bidder Pricing Form / Detailed Requirements Checklist

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Doing-Business-As Name of Proposer:
WH Thomas Oil

Principal Office Address:
709 Finley Island Rd
Decatur, AL 35601

Telephone Number: 256-351-0744

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: 1956
Location of incorporation: Alabama
The corporation is held: Publicly ___ Privately X

Names and titles of corporate officers:
Daniel Thomas - CEO
Trevor Thomas - Executive Vice President
John Quinn - CFO

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

Brad Hudson
Print or Type Name of Proposer

06/17/2026
Date

WH Thomas Oil
Legal Name of Firm

PO Box 890
Mailing Address

Clanton | AL | 35045
City | State | Zip Code

256-351-0744
Phone | Fax

brad@whthomasoil.com
Email Address

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

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

Type of Ownership ***(check appropriate box)***	**Entity I. D. Number & Applicable State**
☐ 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: 000-085-428 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: _____ Title (if applicable): Sales Engineer

Type or legibly write name: Brad Hudson Date: 06/18/2026

Alabama Secretary of State

W. H. Thomas Oil Co., Inc.

Entity ID Number	000-085-428
Entity Type	Domestic Corporation
Principal Address	CLANTON, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Chilton County
Formation Date	01/04/1982
Registered Agent Name	THOMAS, HOWARD D
Registered Office Street Address	702 GREASY RIDGE ROAD CLANTON, AL 35045
Registered Office Mailing Address	PO BOX 890 CLANTON, AL 35046
Nature of Business	---
Capital Authorized	$40,000
Capital Paid In	---
Directors	
Director Name	Daniel Thomas
Director Street Address	702 Greasy Ridge Road Clanton, AL 35045
Director Mailing Address	702 Greasy Ridge Road Clanton, AL 35045
Director Name	Trevor Thomas
Director Street Address	702 Greasy Ridge Road Clanton, AL 35045
Director Mailing Address	702 Greasy Ridge Road Clanton, AL 35045
Incorporators	
Incorporator Name	THOMAS, WILLIAM H
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 2008

W. H. Thomas Oil Co., Inc.

	2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2020 2021 2022 2023
Transactions	
Transaction Date	05/10/2017
Agent Mailing Address Changed From	* Added
Transaction Date	05/10/2017
Registered Agent Changed From	THOMAS, WILLIAM H GREASY RIDGE ROAD CLANTON, AL
Transaction Date	01/20/2023
Director/Manager/Organizer Activity	*Added Daniel Thomas
Transaction Date	01/20/2023
Director/Manager/Organizer Activity	*Added Trevor Thomas
Scanned Documents	
Document Date / Type / Pages	01/04/1982 Certificate of Formation 4 pgs.
Document Date / Type / Pages	05/10/2017 Registered Agent Change 2 pgs.
Document Date / Type / Pages	01/20/2023 Articles of Amendment 4 pgs.

New Search

E-Verify

Company ID Number: 505400

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 W. H. Thomas Oil Co., Inc.	
Bill Thomas	
Name (Please Type or Print)	Title
Electronically Signed	**02/15/2012**
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**02/15/2012**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**W. H. Thomas Oil Co., Inc.**
Company Facility Address:	**702 Greasy Ridge Road**
	Clanton, AL 35045
Company Alternate Address:	**PO Box 890**
	Clanton, AL 35046
County or Parish:	**CHILTON**
Employer Identification Number:	**630818911**

E-Verify

Company ID Number: 505400

North American Industry Classification Systems Code:	424
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	2

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

- ALABAMA 2 site(s)

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

Name:	**Bill Thomas**		
Telephone Number:	**(205) 755 - 2610**	Fax Number:	**(205) 755 - 0201**
E-mail Address:	**billthomas35045@yahoo.com**		
Name:	**Shannon Champion**		
Telephone Number:	**(205) 755 - 2610**	Fax Number:	**(205) 755 - 0201**
E-mail Address:	**toco@hiwaay.net**		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2025

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED SERVICE INSURANCE COMPANY	28304
INSURED W.H. THOMAS OIL CO., INC. PO BOX 890 CLANTON, AL 35046-0890	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER: 0** **REVISION NUMBER: 0**

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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	1853689	01/23/2026	01/23/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP ACC	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	1853689	01/23/2026	01/23/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION	N	N	1853690	01/23/2026	01/23/2027	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTHER 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)

THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

CERTIFICATE HOLDER

A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS. 0 0

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

Nicholas R. Zaver

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 6/18/26
FROM: Randall Stewart **DEPT:** WPC
BID #: 57-2026-76 **COMMODITY/SERVICE:** Industrial Plumbing & Piping Supplie

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Winsupply Huntsville AL Co.

RECOMMENDATION: The department recommends awarding to the overall low bidder, Winsupply Huntsville AL Co.

DESCRIPTION	PRICE	UOM	COMMENT
4" SS Weld Neck 150LB Flange	$138.87	EA	
4" SS Slip On 150LB Flange	$122.64	EA	
4" SS Butt Weld Tee	$33.86	EA	
4" SS Butt Weld 90°	$21.53	EA	
4" SS Butt Weld Cap	$14.21	EA	
6" SS Weld Neck 150LB Flange	$239.76	EA	
6" SS Slip On 150LB Flange	$161.80	EA	

INITIAL PURCHASE: As Needed
FUNDING SOURCE: Various
TERM OF CONTRACT:

- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

APPROVALS:

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

Randall Stewart Digitally signed by Randall Stewart Date: 2026.06.23 10:11:43 -05'00'
Department Head — Date

Tamara M Yancy Digitally signed by Tamara M Yancy Date: 2026.06.24 09:19:27 -05'00'
Procurement Manager — Date: 6.24.26

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 2

TO: Procurement Services **DATE:** 6/18/26
FROM: Randall Stewart **DEPT:** WPC
BID #: 57-2026-76 **COMMODITY/SERVICE:** Industrial Plumbing & Piping Suppli

DESCRIPTION	PRICE	UOM	COMMENT
6" SS Butt Weld 90°	EA	$57.68	
1/2" SS Ball Valve	EA	$12.88	
3/4" SS Ball Valve	EA	$13.90	
1" SS Ball Valve	EA	$24.74	
1 1/4" SS Ball Valve	EA	$34.02	
1 1/2" SS Ball Valve	EA	$48.35	
2" SS Ball Valve	EA	$92.60	
1/2" SCH 80 PVC 90°	EA	$0.84	
3/4" SCH 80 PVC 90°	EA	$1.00	
1" SCH 80 PVC 90°	EA	$1.60	
1 1/2" SCH 80 PVC 90°	EA	$2.47	
1/2" SCH 80 PVC Tee	EA	$2.35	
3/4" SCH 80 PVC Tee	EA	$2.30	
1" SCH 80 PVC Tee	EA	$2.88	
1 1/2" SCH 80 PVC Tee	EA	$8.48	
1/2" True-Union SCH 80 PVC Ball Valve	EA	$9.27	
3/4" True-Union SCH 80 PVC Ball Valve	EA	$11.58	
1" True-Union SCH 80 PVC Ball Valve	EA	$15.75	
1 1/2" True-Union SCH 80 PVC Ball Valve	EA	$29.78	
2" True-Union SCH 80 PVC Ball Valve	EA	$40.48	
1/2" Bronze Ball Valve	EA	$6.37	
3/4" Bronze Ball Valve	EA	$10.47	
1 1/4" Bronze Ball Valve	EA	$26.28	
1 1/2" Bronze Ball Valve	EA	$34.50	
2" Bronze Ball Valve	EA	$53.46	
Discount percentage off list price for all manufacturer's			50% Discount
catalog items not listed in the Bidder Pricing Form			

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: _____

ITEM #	DESCRIPTION	ESTIMATED QTY	UNIT PRICE	TOTAL
1	4" SS Weld Neck 150LB Flange	1 Each	$ 138.87	$ 138.87
2	4" SS Slip On 150LB Flange	1 Each	$ 122.64	$ 122.64
3	4" SS Butt Weld Tee	1 Each	$ 33.86	$ 33.86
4	4" SS Butt Weld 90°	1 Each	$ 21.53	$ 21.53
5	4" SS Butt Weld Cap	1 Each	$ 14.21	$ 14.21
6	6" SS Weld Neck 150LB Flange	1 Each	$ 239.76	$ 239.76
7	6" SS Slip On 150LB Flange	1 Each	$ 161.80	$ 161.80
8	6" SS Butt Weld 90°	1 Each	$ 57.68	$ 57.68
9	½" SS Ball Valve	1 Each	$ 12.88	$ 12.88
10	¾" SS Ball Valve	1 Each	$ 13.90	$ 13.90
11	1'' SS Ball Valve	1 Each	$ 24.74	$ 24.74
12	1 ¼'' SS Ball Valve	1 Each	$ 34.02	$ 34.02
13	1 ½" SS Ball Valve	1 Each	$ 48.35	$ 48.35
14	2'' SS Ball Valve	1 Each	$ 92.60	$ 92.60
15	½' SCH 80 PVC 90°	1 Each	$ .84	$ .84
16	¾" SCH 80 PVC 90°	1 Each	$ 1.00	$ 1.00
17	1'' SCH 80 PVC 90°	1 Each	$ 1.60	$ 1.60
18	1 ½'' SCH 80 PVC 90°	1 Each	$ 2.47	$ 2.47
19	½" SCH 80 PVC Tee	1 Each	$ 2.35	$ 2.35
20	¾'' SCH 80 PVC Tee	1 Each	$ 2.30	$ 2.30
21	1" SCH 80 PVC Tee	1 Each	$ 2.88	$ 2.88

ITEM #	DESCRIPTION	ESTIMATED QTY	UNIT PRICE	TOTAL
22	1 ½" SCH 80 PVC Tee	1 Each	$ 8.48	$ 8.47
23	½'' True-Union SCH 80 PVC Ball Valve	1 Each	$ 9.27	$ 9.27
24	¾" True-Union SCH 80 PVC Ball Valve	1 Each	$ 11.58	$ 11.58
25	1'' True-Union SCH 80 PVC Ball Valve	1 Each	$ 15.75	$ 15.75
26	1 ½" True-Union SCH 80 PVC Ball Valve	1 Each	$ 29.78	$ 29.78
27	2'' True-Union SCH 80 PVC Ball Valve	1 Each	$ 40.48	$ 40.48
28	½" Bronze Ball Valve	1 Each	$ 6.37	$ 6.37
29	¾" Bronze Ball Valve	1 Each	$ 10.47	$ 10.47
30	1 ¼" Bronze Ball Valve	1 Each	$ 26.28	$ 26.28
31	1 ½" Bronze Ball Valve	1 Each	$ 34.50	$ 34.60
32	2" Bronze Ball Valve	1 Each	$ 53.46	$ 53.46

GRAND TOTAL: $ 1,276.70

Bid award will be based off lowest responsive bid that affords the most value to the City of Huntsville.

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

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.

Marcus J. McClure
Printed legal name of Bidder

Marcus J. McClure President
Printed name of individual/corporate officer/general partner/joint venturer AND Title

Marcus J. McC
Signature

6/13/26
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 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.

See Appendix A – Bidder Pricing Form

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Winsupply Huntsville AL Co

Doing-Business-As Name of Proposer:

Principal Office Address:

1012 Oster Dr NW
Huntsville, AL 35816

Telephone Number: (256) 705-0911

Fax Number: (256) 705-0923

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: 11/19/20
Location of incorporation: Huntsville, AL
The corporation is held: Publicly ___ Privately X

Names and titles of corporate officers:

Maras J. McClure President
Chad McCabe VP of Plumbing Jimmy Wilbourn VP of Industrial

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.

Marcus J. McClure
Signature of Proposer

Marcus J. McClure
Print or Type Name of Proposer

6/13/24
Date

Winsupply Huntsville AL Co
Legal Name of Firm

1012 Oster Dr NW
Mailing Address

Huntsville AL 35816
City State Zip Code

256) 705-0911 256) 705-0923
Phone Fax

mjmcclure@winsupply.com
Email Address

www.winsupply.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): Winsupply Huntsville AL Co.
- City of Huntsville current taxpayer identification number (if available): 62690.
  (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: 85-3827494 Ohio / 821-770 Delaware, 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: Marcus J. McClure Title (if applicable): President

Type or legibly write name: Marcus J. McClure Date: 6/13/26

Alabama Secretary of State

Winsupply Huntsville AL Co. Inc.

Entity ID Number	000-821-770
Legal Name in Place of Origin	Winsupply Huntsville AL Co.
Entity Type	Foreign Corporation
Principal Address	3110 KETTERING BLVD MORAINE, OH 45439-1924
Principal Mailing Address	3110 KETTERING BLVD MORAINE, OH 45439-1924
Status	Exists
Place of Formation	Delaware
Formation Date	11/16/2020
Qualify Date	11/18/2020
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	12/01/2020
Annual Reports	
Report Year	2021 2022 2023 2024
Scanned Documents	
Document Date / Type / Pages	11/18/2020 Certificate of Formation 3 pgs.

New Search

3110 Kettering Blvd
Dayton, OH 45439
P: 937-294-5331

E-Verify

May 21, 2021

To Whom It May Concern:

Winsupply Inc. processes all new hires for Winsupply Huntsville ALCo. We comply with the Department of Homeland Security and have been using E-Verify since 2-17-2009. Attached is a copy of our ID number from E-Verfiy and the states in which we process new hires.

If you have any questions please feel free to contact me via email or land line listed below.

Regards,

Danette Huber

Danette Huber, CPP
Payroll Administrator, Employee Services
dvhuber@winsupplyinc.com
937-396-7982 office
937-294-2881 fax

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 190867

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR DESIGNATED AGENTS

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS), and **WinWholesale Inc** (Designated Agent). The purpose of this Agreement is to set forth terms by which SSA and DHS will provide information to **WinWholesale Inc** (Designated Agent) on behalf of the Designated Agent's client (the Employer). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, SSA, the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

The Employer is not a party to this MOU. The E-Verify program requires an initial agreement between DHS and the Designated Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as a Designated Agent, the Designated Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a new MOU. The responsibilities of the parties remain the same in each MOU.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

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

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's databases to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
   - Automated verification checks on alien employees by electronic means, and
   - Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Designated 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 Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

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

5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.

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

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer shall display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer shall provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.

4. The Employer shall comply with current Form I-9 procedures, with two exceptions:
   - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
   - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain

the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

5. 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 4 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.

6. The Employer shall initiate E-Verify verification procedures (through the Designated Agent), 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 (through the Designated Agent) 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, through the Designated Agent, 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 (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer may not 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 (through its Designated Agent) 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.

8. The Employer (through the Designated Agent) shall 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 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.

9. The Employer shall not 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, or otherwise mistreating an employee) 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).

10. The Employer shall 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 shall not engage in such illegal practices as 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).

11. The Employer shall 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.

12. The Employer will use the information it receives from SSA or DHS (through its Designated Agent) 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.

13. The information that the Employer receieves through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), 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.

14. 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. EMPLOYERS THAT ARE FEDERAL CONTRACTORS

1. If the Employer 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 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, part 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 (through its Designated Agent), 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.4, 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.4, 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.4, 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.4, 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.4, 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. If the Employer 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.

E. RESPONSIBILITIES OF DESIGNATED AGENT

1. The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.

2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures

3. The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

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

B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.

4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.

5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.

6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. 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 Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The Designated Agent 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 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.

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 (through the Designated Agent), 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 (through the Designated Agent) 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 shall not 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 shall 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 shall 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. If an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer shall 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. If the Employer cannot determine whether there is a photo match/non-match, the

Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of the 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 Designated Agents to take mandatory refresher tutorials. A Designated Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires the Employer's participation in E-Verify is terminated or completed. In such a circumstance, the Designated Agent must provide written notice to DHS. If the Designated Agent fails to provide such notice, it will remain a participant in the E-Verify program on behalf of the Employer, 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 the Employer's newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is 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 Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Designated Agent understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's 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 Designated Agent, the Employer, or their 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 Designated 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 Designated Agent or the Employer.

F. 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 Designated Agent.

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

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

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 190867

Approved by:

Employer WinWholesale Inc

Patrcia S Magoto	
Name (Please Type or Print)	Title
Electronically Signed	02/17/2009
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	02/17/2009
Signature	Date

E-Verify

Company ID Number: 190867

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: WinWholesale Inc

Company Facility Address: 3110 Kettering Blvd
Dayton, OH 45439

Company Alternate Address:

County or Parish: MONTGOMERY

Employer Identification Number: 311356478

North American Industry Classification Systems Code: 423

Parent Company: WinWholesale

Number of Employees: 5,000 to 9,999

Number of Sites Verified for: 546

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

- TENNESSEE 10 site(s)

Company ID Number: 190867

• LOUISIANA	10	site(s)
• UTAH	5	site(s)
• MARYLAND	5	site(s)
• OKLAHOMA	10	site(s)
• WYOMING	5	site(s)
• RHODE ISLAND	5	site(s)
• NEW HAMPSHIRE	5	site(s)
• ARKANSAS	10	site(s)
• GEORGIA	40	site(s)
• NEBRASKA	15	site(s)
• OREGON	5	site(s)
• MINNESOTA	2	site(s)
• WASHINGTON	5	site(s)
• IDAHO	10	site(s)
• KENTUCKY	20	site(s)
• NORTH CAROLINA	10	site(s)
• VERMONT	3	site(s)
• FLORIDA	15	site(s)
• PENNSYLVANIA	5	site(s)
• OHIO	50	site(s)
• WISCONSIN	5	site(s)
• INDIANA	20	site(s)
• NEVADA	10	site(s)
• NEW YORK	10	site(s)
• NORTH DAKOTA	2	site(s)
• DIST OF COL	1	site(s)
• SOUTH CAROLINA	10	site(s)
• KANSAS	10	site(s)
• IOWA	10	site(s)
• MASSACHUSETTS	10	site(s)
• WEST VIRGINIA	5	site(s)
• CALIFORNIA	40	site(s)
• MISSISSIPPI	5	site(s)
• DELAWARE	1	site(s)
• CONNECTICUT	15	site(s)
• MAINE	5	site(s)
• VIRGINIA	15	site(s)
• COLORADO	40	site(s)
• MISSOURI	15	site(s)
• ALABAMA	15	site(s)
• ARIZONA	15	site(s)
• TEXAS	20	site(s)
• SOUTH DAKOTA	2	site(s)
• ILLINOIS	20	site(s)

Company ID Number: 190867

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

Name:	Dantte V Corbin		
Telephone Number:	(877) 727 - 0010 ext. 2	Fax Number:	(937) 294 - 2881
E-mail Address:	dcorbin@WinWholesale.com		
Name:	Patrcia S Magoto		
Telephone Number:	(937) 531 - 5206	Fax Number:	(937) 294 - 2881
E-mail Address:	pmagoto@WinWholesale.com		
Name:	Donna M Shampton		
Telephone Number:	(877) 727 - 0010 ext. 2	Fax Number:	(877) 727 - 0010
E-mail Address:	dmshampton@WinWholesale.com		
Name:	Carmen L Gray		
Telephone Number:	(937) 396 - 7977	Fax Number:	(937) 294 - 2881
E-mail Address:	cgray@WinWholesale.com		
Name:	Crystal L Cook		
Telephone Number:	(937) 531 - 5247	Fax Number:	(937) 531 - 5247

Company ID Number: 190867

E-mail Address: clcook1@WinWholesale.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/9/2025

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

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

PRODUCER
Hylant - Cincinnati
50 E Business Way Suite 420
Cincinnati OH 45241

License#: 23894

CONTACT NAME: Cincinnati Service Team
PHONE (A/C, No, Ext): 513-985-2400 **FAX (A/C, No):** 513-985-2404
E-MAIL ADDRESS: cincicerts@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentry Insurance Company	24988
INSURER B : Sentry Casualty Co	28460
INSURER C : Lexington Insurance Company	19437
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Winsupply Huntsville AL Co.
1012 Oster Dr. NW
Huntsville, AL 35816

WINWHOL-01

COVERAGES **CERTIFICATE NUMBER:** 1539141795 **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			9016981005	10/1/2025	10/1/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	POLICY PRO-JECT X LOC						GENERAL AGGREGATE	$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A A	**AUTOMOBILE LIABILITY** X ANY AUTO			9016981003 9016981004 MA Only	10/1/2025 10/1/2025	10/1/2026 10/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			011170865	10/1/2025	10/1/2026	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		9016981001 AOS 9016981002 WI Only	10/1/2025 10/1/2025	10/1/2026 10/1/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Property Located at 1012 Oster Drive, Unit 1 Schrimsher Properties is named additional insured when required by written contract.

CERTIFICATE HOLDER

Schrimsher Properties
P.O. Box 41
Huntsville AL 35804

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
Judy K. Wilson

BUSINESS LICENSE

To Conduct Business in
The City of Huntsville, Alabama

2026

TAXPAYER #: 62690
CITIZEN STATUS: C

DATE ISSUED: 2/5/2026
LICENSE NO: 411427

TAXPAYER: WINSUPPLY HUNTSVILLE AL CO. INC.
3110 KETTERING BLVD
MORAINE OH 45439

ATTENTION: THERESA BLANKENSHIP

NAICS CODE: 423840 - INDUSTRIAL SUPPLIES MERCHANT WHOLESALERS

BUSINESS LOCATION: 1

BUSINESS LICENSE YEAR: 2026

LOCATION: WINSUPPLY HUNTSVILLE AL CO.
1012 OSTER DR NW
HUNTSVILLE, AL 35816

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
56	MERCHANT RETAIL	$3,683.09
58	MERCHANTS WHOLESALE	$2,553.89
	TOTAL LICENSE	$6,236.98
	TOTAL ISSUANCE FEES	$14.00
	TOTAL PAYMENT	$6,250.98

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

Credit Used: $1,264.34

Penny L Smith

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