



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/28/2026

File ID: TMP-6991

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:

Huntsville Fence Company - Fencing Materials & Labor (General Services)

Industrial Contractor Supply, LLC - Safety Items, Power & Hand Tools (Public Works Services) \$30,000.00

Core & Main, LP - Concrete Pipe, IB, SP & IP Pipe (Public Works Services) \$30,000.00

Hawkins Inc. - Wastewater Treatment Chemicals-Sodium Hypochlorite & Bisulfite (WPC)
Harcros Chemicals Inc.

RESOLUTION NO. 26- _____

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

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Huntsville Fence Company	Fencing Materials & Labor	One Year W/Extensions
Industrial Contractor Supply LLC	Safety Items, Power & Hand Tools	One Year W/Extensions
Core & Main, LP	Concrete Pipe, IB, SP & IP Pipe	One Year W/Extensions
Hawkins, Inc. Harcros Chemicals Inc.	Wastewater Treatment Chemicals Sodium Hypochlorite & Bisulfite	One Year W/Extensions

ADOPTED this the 28th day of May, 2026.

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

APPROVED this the 28th day of May, 2026.

Mayor of the City of Huntsville, Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CERTIFICATE OF COMPLIANCE

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

(Vendor/Contractor Name)
of As Required for Fencing Materials & Labor to be
(Contract Amount) (Project Name)

awarded May 28, 2026, was let in compliance with the Code, Title 39 and all
(Council Date)

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

City of Huntsville, Alabama

BY: Penny L Smith Digitally signed by Penny L Smith
Date: 2026.05.14 16:22:31 -05'00'
(Signature)

Penny L Smith
(Printed Name)

ITS: Director of Finance
(Title)

DATE: 5/14/2026

APPENDIX B

BID PROPOSAL AND PRICING FORM

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

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

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

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

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

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

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

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

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

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

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

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:

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

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

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

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

We acknowledge receipt of the following addenda: _____

****Please see Appendix B Supplement – Schedule of Bid Quantities****

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


Signature of the Proposer

Jeff Billions
Print or Type Name of Proposer

5-12-2026
Date

Huntsville Fence Company
Legal Name of Firm

5120 Colemont Lane
Mailing Address

Huntsville, AL 35811
City, State, Zip Code

huntsvillefence@bellsouth.net
Email Address

BIDDER PRICING FORM
CITY OF HUNTSVILLE - GENERAL SERVICES
FENCING MATERIALS & LABOR - BID#

LINE ITEM #	ITEM DESCRIPTION	ESTIMATED QTY	UOM	UNIT PRICE EACH	EXTENDED PRICE
	FENCING (INCLUDES PROVIDING AND INSTALLING ALL FENCE RELATED MATERIALS AS SHOWN ON THE EXHIBITS)				
	A. FENCE AND POSTS DEMOLITON AND DISPOSAL				
1	4' High Fence Demoliton and Disposal (includes backfilling post holes)	100	LF	\$3.00	\$300.00
2	6' High Fence Demoliton and Disposal (includes backfilling post holes)	100	LF	\$3.30	\$330.00
3	8' High Fence Demoliton and Disposal (includes backfilling post holes)	100	LF	\$3.50	\$350.00
	B. NEW FENCING AND APPURTENANCES FOR MISC. USE				
4	4' High Chain Link Fencing, Galvanized Mesh (Exhibit 1)	500	LF	\$11.00	\$5,500.00
5	6' High Chain Link Fencing, Galvanized Mesh (Exhibit 2)	500	LF	\$13.00	\$6,500.00
6	8' High Chain Link Fencing, Galvanized Mesh (Exhibit 3)	500	LF	\$15.00	\$7,500.00
7	4' High Chain Link Fencing, Vinyl Coated Mesh (Exhibit 1)	500	LF	\$15.00	\$7,500.00
8	6' High Chain Link Fencing, Vinyl Coated Mesh (Exhibit 2)	500	LF	\$17.00	\$8,500.00
9	8' High Chain Link Fencing, Vinyl Coated Mesh (Exhibit 3)	500	LF	\$19.00	\$9,500.00
10	4' Wide Single Leaf Chain Link Swing Gate, 4' Tall, Gavanized Mesh (Exhibit 5)	10	EA	\$320.00	\$3,200.00
11	4' Wide Single Leaf Chain Link Gate, 6' Tall, Gavanized Mesh (Exhibit 5)	10	EA	\$380.00	\$3,800.00
12	4' Wide Single Leaf Chain Link Gate, 8' Tall, Gavanized Mesh (Exhibit 5)	10	EA	\$420.00	\$4,200.00
13	4' Wide Single Leaf Chain Link Gate, 4' Tall, Vinyl Coated Mesh (Exhibit 5)	10	EA	\$360.00	\$3,600.00
14	4' Wide Single Leaf Chain Link Gate, 6' Tall, Vinyl Coated Mesh (Exhibit 5)	10	EA	\$400.00	\$4,000.00
15	4' Wide Single Leaf Chain Link Gate, 8' Tall, Vinyl Coated Mesh (Exhibit 5)	10	EA	\$430.00	\$4,300.00
16	4' Double Leaf Chain Link Gate, 6' Tall, Galvanized Mesh (total opening 8' min.) (Exhibit 6)	5	EA	\$480.00	\$2,400.00
17	5' Double Leaf Chain Link Gate, 6' Tall, Galvanized Mesh (total opening 10' min.) (Exhibit 6)	5	EA	\$460.00	\$2,300.00
18	6' Double Leaf Chain Link Swing Gate, 6' Tall, Galvanized Mesh (total opening 12' min.) (Exhibit 6)	5	EA	\$540.00	\$2,700.00
19	8' Double Leaf Chain Link Swing Gate, 6' Tall, Galvanized Mesh (total opening 16' min.) (Exhibit 7)	5	EA	\$580.00	\$2,900.00
20	24' Wide Rolling Chain Link Gate with electric operator (Exhibit 8)	1	EA	\$4,800.00	\$4,800.00
21	24' Wide Rolling Chain Link Gate, manual operation (Exhibit 8)	1	EA	\$2,300.00	\$2,300.00
22	4" Galvanized Line Post (2" dia.)	10	EA	\$60.00	\$600.00
23	6" Galvanized Line Post (2" dia.)	10	EA	\$75.00	\$750.00
24	8" Galvanized Line Post (2.875 " dia.)	10	EA	\$130.00	\$1,300.00
25	4" Galvanized Terminal Post (2.375" dia.)	10	EA	\$110.00	\$1,100.00
26	6" Galvanized Terminal Post (2.375" dia.)	10	EA	\$150.00	\$1,500.00
27	8" Galvanized Terminal Post (4.00" dia.)	10	EA	\$180.00	\$1,800.00
28	Corner Arm with 3 Strand Barbed Wire, Mounted (Exhibit 4)	100	LF	\$150.00	\$15,000.00
29	Single 10' Traffic Swing Gate (Exhibit 18)	2	EA	\$580.00	\$1,160.00
30	Single 12' Traffic Swing Gate (Exhibit 18)	2	EA	\$600.00	\$1,200.00
31	Single 15' Traffic Swing Gate (Exhibit 18)	2	EA	\$630.00	\$1,260.00
32	Double 10' Steel Tube Traffic Swing Gate (total opening 24') (Exhibit 17)	1	EA	\$1,290.00	\$1,290.00
33	Double 12' Steel Tube Traffic Swing Gate (total opening 24') (Exhibit 17)	1	EA	\$1,500.00	\$1,500.00
34	Double 15' Steel Tube Traffic Swing Gate (total opening 24') (Exhibit 17)	1	EA	\$1,890.00	\$1,890.00
35	Std. 4" Dia. Steel Bollard (Exhibit 15)	5	EA	\$180.00	\$900.00
36	Removable 4" Dia. Steel Bollard (Exhibit 16)	5	EA	\$230.00	\$1,150.00
37	Rock Excavation	5	CY	\$90.00	\$450.00

38	Galvanized Bottom Railing	100	FT	\$4.40	\$440.00
39	Round Rail Fencing 2-Rail / Line Post	10	Each	\$29.00	\$290.00
40	Round Rail Fencing 2-Rail / Rail Post	10	Each	\$33.00	\$330.00
41	Pine Split Rail Rustic Style / Line Post	10	Each	\$29.00	\$290.00
42	Pine Split Rail Rustic Style / Rails	10	Each	\$32.00	\$320.00
43	6' Black Windscreen	100	LF	\$5.20	\$520.00
44	8' Black Windscreen	100	LF	\$7.80	\$780.00
45	Construction Perimeter Temporary Fencing - 6" Chain Link with Temporary Driven Poles Included	100	LF	\$4.90	\$490.00
46	Construction Perimeter Temporary Fencing - 6" Chain Link with Temporary Driven Poles Included and 6' Black Windscreen	100	LF	\$7.60	\$760.00
47	47" Field Fence-6" Mesh Galvanized Steel w/Driven Posts Included	100	LF	\$6.50	\$650.00
48	Construction Access Gate - 20' Gate with Post/Concreted	1	Each	\$450.00	\$450.00
49	Fence Materials - Cost +	N/A	%	15%	15%
C. SPORTS FIELD FENCING					
50	Baseball Backstop (Exhibit 10)	1	LS	\$11,800.00	\$11,800.00
51	Baseball Batting Cage (Exhibit 12)	1	LS	\$12,000.00	\$12,000.00
52	Baseball Dugout (Exhibit 11)	1	LS	\$24,900.00	\$24,900.00
53	Regulation Little League Baseball Field (Exhibit 9)	1	LS	\$17,900.00	\$17,900.00
54	Regulation Softball Field (Exhibit 9)	1	LS	\$17,900.00	\$17,900.00
55	Tennis Court Fencing (Exhibit 14)	1	LS	\$14,900.00	\$14,900.00
56	Football Field Fencing (Exhibit 1)	1	LS	\$15,100.00	\$15,100.00
57	Soccer Field Fencing (Exhibit 13)	1	LS	\$15,100.00	\$15,100.00
58	Pickleball Court Fencing (Exhibit 19)	1	LS	\$14,800.00	\$14,800.00
59	Top Rail Protective Crown	315	LF	\$24.00	\$7,560.00
D. LABOR RATES					
60	Hourly Labor Rate - Foreman	40	HR	\$44.00	\$1,760.00
61	Hourly Labor Rate - Laborer	40	HR	\$41.00	\$1,640.00
TOTAL BID AMOUNT:					\$280,010.00

**APPENDIX C
DETAILED REQUIREMENTS**

LINE REF #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
I. NOTICE TO BIDDERS			
1	Each Bidder, before submitting a bid, shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	✓	
II. LAW AND REGULATIONS			
2	The Contractor shall perform in accordance with all applicable state, local and federal statutes and legal requirements in his performance of the contract.	✓	
III. RESPONSIBILITY OF THE CONTRACTOR			
3	The Contractor must supply all the proper tools and equipment necessary to perform the job. The cost of all necessary tools and equipment required to perform the work should be included in the bid amount.	✓	
4	Work performed outside of the stated scope of work (i.e. repairs, unique projects, etc.) will be issued by Work Order. This work will be invoiced via time and material. Any materials involved with this work should be invoiced at the Contractor's actual cost plus 10%. Material prices are subject to verification. Evidence of actual cost shall be required by attaching copies of the invoices for materials to the invoices issued to the City of Huntsville for the work performed. All labor involved with this work will be invoiced at the labor rates specified on the Bid Pricing Form.	✓	
IV. ADDITIONAL VENDOR REQUIREMENTS			
A. CHECK-IN / CHECK-OUT			
5	At the City's option, the Contractor may be required to check-in or check-out using one of the following methods:	✓	
6	The Contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service.	✓	
7	The Contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service.	✓	
8	The Contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	✓	
9	The Contractor will be responsible for providing their lead personnel with CELLULAR OR DIGITAL PORTABLE TELEPHONES whereby they can be contacted and can contact the requesting department at all times.	✓	
V. REPAIR STATUS, WHEN A DELAY			
10	Notify the requesting department whether project has been completed or if job site is abandoned to pick up or order materials to complete project and estimated time frame to return to job.	✓	
VI. ADDITIONAL VENDOR REQUIREMENTS			
A. CHECK-IN / CHECK-OUT			
11	In the event Contractor must leave site to purchase parts for completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to job site for completion of project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	✓	

VI. OSHA & LOCK OUT TAG OUT			
12	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources.	✓	
13	The Contractor will be responsible for calling in line locates.		
VII. JOB SUMMARY REPORT			
14	Using a Job Summary Report Contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. Attach all copies of tickets/work orders/invoices to the Job Summary Report.	✓	
VIII. INSPECTION OF WORK			
15	All goods and services to be provided under the Contract shall be subject to inspection and acceptance by an authorized City representative while in process or after completion. If any such goods or services are found to be unsatisfactory and not in accordance with the requirements of the Contract, the City shall notify the Contractor for immediate corrective action.	✓	
IX. INVOICES			
16	The Contractor will invoice the City on a job-by-job/project basis to include a copy of the Summary report. The Contractor's invoice shall contain a complete account of all activity for that job/project, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or non-stock items as specified in the resulting contract. All freight charges must be approved by the City in advance. All items that come from stock must be approved along with the price. The City reserves the right to require any information considered necessary to monitor the Contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly).	✓	
17	Original invoices shall be submitted at the completion of each job to: City of Huntsville Finance Department Accounts Payable Division accountspayable@huntsvilleal.gov Copies of invoices may also be sent to Brandi Lanford at brandi.lanford@huntsvilleal.gov Original invoices shall include the following information: 1. Name and address of Contractor 2. Invoice date 3. Invoice # 4. Bid Number 5. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 6. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 7. A Job Summary Report with work order number.	✓	
X. LABOR CHARGES			
18	The City does no pay overtime or holiday pay.	✓	
19	The City of Huntsville will not incur any trip or fuel chargers under this contract.	✓	
XI. TRAVEL TIME			
LINE REF #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
20	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	✓	

XII. 24 HOUR CONTACT #			
	Provide three (3) contact names and a 24-hour phone numbers for each:		
21	CONTACT NAME: Jeff Billions CONTACT PHONE NUMBER: 256-759-3903		
22	CONTACT NAME: Parker Billions CONTACT PHONE NUMBER: 256-759-3904		
23	CONTACT NAME: Allison Shafer CONTACT PHONE NUMBER: 256-758-1444		
XIII. HOUR ROUNDING			
24	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	✓	
XIV. RESPONSE TIME			
25	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the Contractor shall be given fourteen (14) days' notice to restore the performance to the required level. Failure by the Contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	✓	
XV. EXCESS PROJECT AMOUNT			
26	A Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the Contractor must obtain approval from the requesting department prior to beginning work.	✓	
XVI. FAILURE FORM			
27	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". The Contractor will receive a copy of the "Vendor Complaint Report" and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	✓	
28	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification.	✓	
XVII. TERMINATION FOR DEFAULT			
29	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed as required in the contract, the City may have the service performed by others and Contractor shall be liable for all costs to the city in excess of the contract price for the remaining portion of any incomplete job.	✓	
XVIII. TERMINATION FOR CAUSE OR CONVENIENCE			
30	If the City of Huntsville elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	✓	
31	The chosen Bidder shall be required to give the City of Huntsville 60 days' notice before cancellation of the contract, should the Bidder wish to end service before the contract expires.	✓	
IXX. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS			
LINE REF #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
32	The City of Huntsville reserves the right to award multiple contracts to additional Bidders/Contractors to ensure that the needs of the City are being achieved.	✓	

XX. SPECIFICATION REQUIREMENTS			
PART 1 - GENERAL			
1.1 ACTION SUBMITTALS			
33	Product Data: For each type of product.	✓	
34	Shop Drawings: For each type of fence and gate assembly.	✓	
35	1. Include plans, elevations, sections, details and attachments to other work.	✓	
36	Samples: For each exposed product and for each color and texture specified.	✓	
37	Delegated-Design Submittal: For structural performance of chain-link fence and gate frameworks, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.	✓	
1.2 INFORMATIONAL SUBMITTALS			
38	Product Certificates	✓	
39	Product Test Reports	✓	
40	Sample Warranty	✓	
1.3 WARRANTY			
41	Special Warranty: Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.	✓	
42	1. Warranty Period: Five (5) years from date of Substantial Completion.	✓	
PART 2 - PRODUCTS			
2.1 PERFORMANCE REQUIREMENTS			
43	Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design chain-link fence and gate frameworks.	✓	
44	Structural Performance: Chain-link fence and gate frameworks shall withstand the design wind loads and stresses for fence height(s) and under exposure conditions indicated according to ASCE/SEI 7-10:	✓	
45	1. Design Wind Load: As indicated on Drawings a. Minimum Post Size: Determine according to ASTM F 1043 for post spacing not to exceed ten (10) feet for Material Group IA, ASTM F 1043, Schedule 40 steel pipe. b. Minimum Post Size and Maximum Spacing: As indicated on drawings.	✓	
2.2 CHAIN-LINK FENCE FABRIC			
46	General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist according to "CLFMI Product Manual" and requirements indicated below:	✓	
47	1. Fabric Height: As indicated on drawings.	✓	
48	2. Steel Wire for Fabric: Wire diameter of 9 Gauge. a. Mesh Size: 2 ¼ inches for general use, 2 inches for sports facilities. b. Zinc-Coated Fabric: ASTM A 392, Type II, Class 2, 2.0 oz./sq. ft. with zinc coating applied after weaving. c. Polymer-Coated Fabric: ASTM F 668, Class 2a over zinc-coated steel wire. (1.) Color: Black, according to ASTM F 934. d. Coat selvage ends of metallic-coated fabric before the weaving process with manufacturer's standard clear protective coating.	✓	
49	3. Selvage: Knuckled at both selvages.	✓	
2.3 FENCE FRAMEWORK			
50	Posts and Rails: ASTM F 1043 for framework, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 or ASTM F 1083 based on the following:	✓	
51	1. Fence Height: As indicated on drawings	✓	

LINE REF #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
52	2. Light-Industrial-Strength Material: Group IC-L, round steel pipe, electric-resistance-welded pipe. a. Line Post: As indicated on drawings b. End, Corner, and Pull Posts: As indicated on drawings	✓	
53	3. Horizontal Framework Members: Top rails according to ASTM F 1043.	✓	
54	4. Brace Rails: ASTM F 1043.	✓	
55	5. Metallic Coating for Steel Framework: a. Type A zinc coating. b. Type B zinc with organic overcoat. c. External, Type B zinc with organic overcoat and internal, Type D zinc-pigmented coating. d. Type C, Zn-5-Al-MM alloy coating. e. Coatings: Any coating above.	✓	
56	6. Polymer coating over metallic coating. a. Color: Black according to ASTM F 934.	✓	
2.4 TENSION WIRE			
57	Metallic-Coated Steel Wire: 0.177-inch diameter, marcelled tension wire according to ASTM A 817 or ASTM A 824, with the following metallic coating:	✓	
58	1. Type II: Zinc coated (galvanized) with minimum coating weight matching chain-link fabric coating weight.	✓	
59	Polymer-Coated Steel Wire: 9-gauge diameter, tension wire according to ASTM F 1664, Class 2a over zinc-coated steel wire.	✓	
60	1. Color: Black, according to ASTM F 934.	✓	
2.5 SWING GATES			
61	General: ASTM F 900 for gate posts and double swing gate types.	✓	
62	1. Gate Leaf Width: As indicated on drawings.	✓	
63	2. Framework Member Sizes and Strength: Based on gate fabric height of 72 inches or less.	✓	
Pipe and Tubing:			
64	1. Finish a. Zinc-Coated Steel: ASTM F 1043 and ASTM F 1083; protective coating and finish to match fence framework. b. Polymer coating over metallic coating	✓	
65	2. Gate Posts: Round tubular steel.	✓	
66	3. Gate Frames and Bracing: Round tubular steel.	✓	
67	Frame Corner Construction: Assembled with Corner Fittings	✓	
Hardware:			
68	1. Hinges: 180-degree inward	✓	
69	2. Latch: Permitting operation from both sides of gate with provision for padlocking accessible from both sides of gate.	✓	
70	3. Closer: Manufacturer's standard.	✓	
2.6 FITTINGS			
71	Provide fittings according to ASTM F 626.	✓	
72	Barbed Wire Arms: Pressed steel or cast iron with clips, slots, or other means for attaching strands of barbed wire integral with post cap, for each post unless otherwise indicated, and as follows:	✓	
73	1. Provide line posts with arms that accommodate top rail or tension wire.	✓	
74	2. Provide corner arms at fence corner posts unless extended posts are indicated.	✓	
75	3. Single-Arm Type: Type I, slanted arm.	✓	
76	4. Double-Arm Type: Type III, V-shaped arm	✓	

APPENDIX D

LINE REF #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Finish:		
77	1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz./sq. ft. of zinc. a. Polymer coating over metallic coating.	✓	
	2.7 BARBED WIRE		
78	Steel Barbed Wire: ASTM A 121, two-strand barbed wire, 0.099-inch diameter line wire with 0.080-inch diameter, four-point round barbs spaced not more than 5 inches o.c.	✓	
79	1. Aluminum Coating: Type A.	✓	
80	2. Zinc Coating: Type Z, Class 3.	✓	
81	Polymer-Coated, Galvanized-Steel Barbed Wire: ASTM F 1665, two-strand barbed wire, 0.080-inch diameter line wire with 0.080-inch diameter, four-point, round galvanized-steel barbs spaced not more than 5 inches o.c.	✓	
82	1. Polymer Coating: Class 2b over zinc coated steel wire. a. Color: Match chain-link fabric according to ASTM F 934.	✓	
	2.8 GROUT AND ANCHORING CEMENT		
83	Non-shrink, Nonmetallic Grout: Factory-packaged, non-staining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout, recommended in writing by manufacturer, for exterior applications.	✓	
84	Anchoring Cement: Factory-packaged, non-shrink, non-staining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating, and that is recommended in writing by manufacturer for exterior applications.	✓	
	PART 3 - EXECUTION		
	3.1 DEMOLITION OF EXISTING FENCE		
85	Remove all posts and concrete foundations, fence fabric, gates, tension bars, netting, hardware, and other fence related items as directed by the Owner. Dispose of all materials in an approved manner in compliance with local, state, or federal regulations.	✓	
86	1. Fill holes resulting from post removal with compacted fill free of rocks larger than 2-inch diameter, up to existing ground surface.	✓	
	3.2 EXAMINATION		
87	Do not begin installation before final grading is completed unless otherwise permitted by Architect.	✓	
	3.3 PREPARATION		
88	Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks and property monuments.	✓	
	3.4 CHAIN-LINK FENCE INSTALLATION		
89	Install chain-link fencing according to ASTM F 567 and more stringent requirements specified.	✓	
90	Post Excavation: Drill or hand-excavate holes for posts to diameters and spacing indicated, in firm, undisturbed soil.	✓	
91	Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.	✓	
92	1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.	✓	

**APPENDIX D
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

LINE REF #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
93	<p>2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.</p> <p>a. Exposed Concrete: Extend 2 inches above grade; shape and smooth to shed water.</p> <p>b. Concealed Concrete: Place top of concrete 2 inches below grade to allow covering with surface material.</p> <p>c. Posts Set into Sleeves in Concrete: Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts are inserted into sleeves, fill annular space between post and sleeve with non-shrink, nonmetallic grout or anchoring cement, mixed and placed according to anchoring material manufacturer's written instructions. Finish anchorage joint to slope away from post to drain water.</p> <p>d. Posts Set into Holes in Concrete: Form or core drill holes not less than 5 inches deep and 3/4 inch larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with non-shrink, nonmetallic grout or anchoring cement, mixed and placed according to anchoring material manufacturer's written instructions. Finish anchorage joint to slope away from post to drain water.</p>	✓	
94	Terminal Posts: Install terminal end, corner, and gate posts according to ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more. For runs exceeding 500 feet, space pull posts an equal distance between corner or end posts.	✓	
95	Line Posts: Space line posts uniformly at 10 feet o.c.	✓	
96	Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fence posts. Pull wire taut, without sags. Fasten fabric to tension wire with 9-gauge diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c. Install tension wire in locations indicated before stretching fabric. Provide horizontal tension wire at the following locations:	✓	
97	1. Extended along bottom of fence fabric.	✓	
98	Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 1-inch bottom clearance between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.	✓	
	3.5 ADJUSTING		
99	Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.	✓	
100	Lubricate hardware and other moving parts.	✓	

**APPENDIX D
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

1. BIDDER INFORMATION

Business Organization

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

Jeff Billions

Doing-Business-As Name of Proposer:

Huntsville Fence Company

Principal Office Address:

5120 Colemont lane Huntsville,
AL 35811

Telephone Number:

256-801-2217

Fax Number:

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

Corporation

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

7-16-1980

Location of incorporation:

5120 Colemont lane Huntsville AL 35811

The corporation is held:

Publicly Privately

Names and titles of corporate officers:

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

City Employee 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 (c) (1) & (2).

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

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

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

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

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

Huntsville Fence Company I do hereby certify and represent that this
(Insert Name of Business)

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

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

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

5. ACKNOWLEDGEMENTS

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

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

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

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

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

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



Signature of Proposer

Jeff Billions

Print or Type Name of Proposer

5-12-2026

Date

Huntsville Fence Company

Legal Name of Firm

5120 Colemont Lane

Mailing Address

Huntsville AL 35811

City State Zip Code

256-861-2217

Phone

Fax

huntsvillefence@bellouth.net

Email Address

huntsvillefencecompany.com

Website Address

**APPENDIX E
REPORT OF OWNERSHIP FORM**

A. General Information. Please provide the following information:

- Legal name(s) (Include "doing business as", if applicable): Huntsville Fence Company
- City of Huntsville current taxpayer identification number (if available): 63-0793143
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

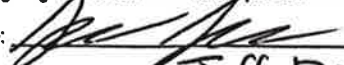
B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

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

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

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

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

Signature:  Title (if applicable): Owner
 Type or legibly write name: Jeff Billions Date: 5-12-2026



Billions Fence Inc. Huntsville Fence Company

Entity ID Number	001-083-148
Entity Type	Domestic Corporation
Principal Address	5120 COLEMONT LN NE HUNTSVILLE, AL 35811
Principal Mailing Address	5120 COLEMONT LN NE HUNTSVILLE, AL 35811
Status	Exists
Place of Formation	Alabama
Formation Date	06/07/2023
Registered Agent Name	Billions, Jeffrey M
Registered Office Street Address	5120 COLEMONT LN NE Huntsville, AL 35811, AL 35811
Registered Office Mailing Address	5120 COLEMONT LN NE Huntsville, AL 35811, AL 35811
Nature of Business	Domestic Business Corporation Certificate of Incorporation
Capital Authorized	1000
Capital Paid In	
Incorporators	
Incorporator Name	Billions, Jeffrey M
Incorporator Street Address	5120 COLEMONT LN NE Huntsville, AL 35811, AL 35811
Incorporator Mailing Address	5120 COLEMONT LN NE Huntsville, AL 35811, AL 35811
Scanned Documents	
Document Date / Type / Pages	06/07/2023 Certificate of Formation _5 pgs.

[Browse Results](#)

[New Search](#)

Company ID Number: 509480

Approved by:

Employer Billions Fence Company	
Name (Please Type or Print) Jeffrey M Billions	Title
Signature Electronically Signed	Date 02/23/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/23/2012

Company ID Number: 509480

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Billions Fence Company
Company Facility Address	5120 Colemont Lane Huntsville, AL 35811
Company Alternate Address	
County or Parish	MADISON
Employer Identification Number	630793143
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

Company ID Number: 509480

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

Name Jeffrey M Billions
Phone Number (256) 851 - 2217
Fax Number (256) 851 - 9422
Email Address huntsvillefencec@bellsouth.net



Company ID Number: 509480

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**APPENDIX A
BIDDER PRICING FORM**

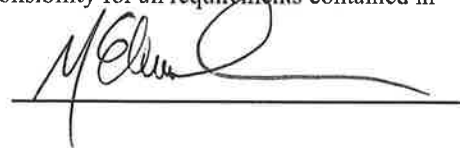
The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per the Advertisement for Bids – Notice to Bidders, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

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.

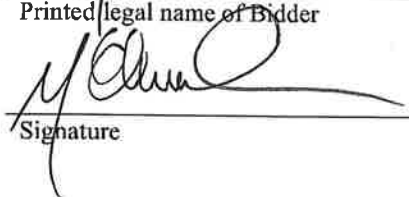
We acknowledge receipt of the following addenda:



See separate file in E-Bids, Safety Items, Power Tools, Hand Tools and Construction Materials
Pricing Form 2026.xlsx

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

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

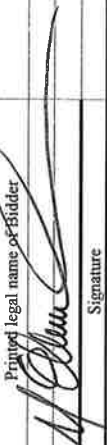
Myles Wheeler
Printed legal name of Bidder

Signature

Industrial Contractor Supply, LLC
Printed name of individual/corporate officer/general partner/joint venturer AND Title
5/5/26
Date

Safety Items, Power Tools, Hand Tools & Construction Materials Pricing Sheet

PLEASE USE EXCEL SHEET TO ENTER INFORMATION

Item #	Item or Equal	Item Description	Brand	Model #	Size/Type	QTY	UOM	Price	Extended Price
1	Safety Glasses		PYRAMEX	4712 & 4713		200	EA	\$1.75	\$350.00
2	Safety Vest	Safety Green/Type3/Reflective Strips	PYRAMEX	RV22110	ALL SIZES	350	EA	\$6.45	\$2,257.50
3	Full Brim Hard Hats		PYRAMEX	4473		50	EA	\$10.30	\$515.00
4	Leather Driver Gloves	Industrial Grade or Better	MCR	8247	ALL SIZES	200	PAIR	\$4.95	\$990.00
5	Insulated Leather Driver Gloves	Industrial Grade or Better	MCR	K4275	ALL SIZES	200	PAIR	\$7.45	\$1,490.00
6	Cloth Jersey Gloves		MCR	4303	ALL SIZES	200	PAIR	\$1.00	\$200.00
7	Insulated Jersey Gloves		MCR	7355		200	PAIR	\$1.60	\$320.00
8	Corded Single Use Ear Plugs	Corded 100 Pair	PYRAMEX	4503		500	PAIR	\$0.30	\$150.00
9	Inverted Tip Marker Paint		RUSTOLEUM	20-9	ALL COLORS	500	EA	\$4.75	\$2,375.00
10	Tru Fuel	50:1 mix	TRU-FUEL	6200	1 gallon cans	200	EA	\$22.00	\$4,400.00
11	Bar Oil		ITASCA	98	1 gallon cans	100	EA	\$15.00	\$1,500.00
12	Barrier Tape	CAUTION	SWANSON	2469	1000' Rolls	100	EA	\$8.00	\$800.00
13	PVC Traffic Cones	28" w/4" reflective collar	DICKE SAFETY	7356		200	EA	\$21.00	\$4,200.00
14	Magnesium Hand Float	Round End	KRAFT	270	16"x4"	20	EA	\$25.00	\$500.00
14A		Squared End	KRAFT	293	16"x4"	20	EA	\$25.00	\$500.00
15	Push Button Handle Sections		KRAFT	400	72"x 1 3/4" Diam.	50	EA	\$21.00	\$1,050.00
16	Concrete Placers Round	Lightweight Aluminum	KRAFT	1567	19 1/2"x 3 3/4"	50	EA	\$27.00	\$1,350.00
17	Magnesium Asphalt Rake	36"	MARSHALLTOWN	3038	36"	25	EA	\$63.00	\$1,575.00
18	Asphalt Rake	36"	AMES	1493	15 1/2"x 3 3/4"	25	EA	\$39.00	\$975.00
19	Measuring Tape		LUFKIN	7614	25'	50	EA	\$15.00	\$750.00
20	Aluminum Scoop		AMES	362	11" x 15"	10	EA	\$35.00	\$350.00
21	Shovel	Standard Wood handle; Square Point	AMES	2821		50	EA	\$9.50	\$475.00
21A		Standard Wood handle; Round Point	AMES	2819		50	EA	\$9.50	\$475.00
22	Scraper	Standard Fiberglass handle; heavy duty forged	AMES	26832		10	EA	\$23.00	\$230.00
22A		Standard Wood handled; heavy duty forged	AMES	3926		10	EA	\$20.00	\$200.00
23	Yard Rake		AMES	505	61"	50	EA	\$13.00	\$650.00

24	Bow Rake	Forged	AMES	494	16 Tine	50	EA	\$19.00	\$950.00
25	Mattock	Standard Fiberglass handle	AMES	254	36"	25	EA	\$22.00	\$550.00
26	Rubber Boots	Plain Toe; Black	BOSS	18822	ALL SIZES	50	EA	\$18.00	\$900.00
27	6mil Poly Roll 20'x100'		TEX-TRUDE	2333 & 2332	Black or White	50	EA	\$69.00	\$3,450.00
28	Pump up Sprayer	Plastic	CHAPIN	532	2 Gallons	25	EA	\$31.00	\$775.00
					Total			\$588.55	\$35,252.50
	Discount percentage off list price for all manufacturer's catalog items not list on the Bidder Pricing Form: <u>10%</u>								
This Price Bid Form is hereby submitted by the undersigned:									
Industrial Contractor Supply, LLC			Myles Wheeler						
Printed legal name of Bidder			Printed name of individual/corporate officer/general partner/joint venturer AND						
			5/5/26						
Signature			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 #	DETAILED REQUIREMENTS	Vendor Compliance	
		YES	NO
	I. GENERAL		
1.	This bid will be awarded to one vendor, so all items must be bid on and will need to be industrial grade or better. For any items listed with a brand name, the City is requesting this specific brand or equal.	X	
2.	Items must be readily available in a storefront within 20 miles of 4209 E. Schrimsher Lane Huntsville, AL 35805	X	
3.	The awarded bidder will allow the City to purchase any items that fall within in the listed categories, even if it's not specifically on the bid	X	
	II. DISCOUNT PERCENTAGE		
4.	A discount percentage must be specified for items not specifically listed on the Bidder Pricing Form.	X	
5.	Quotes must be submitted for all items not specifically listed in the bid. All quotes must contain the list price, the discount percentage and the discounted price.	X	

**APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

1. BIDDER INFORMATION

Business Organization

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

Industrial Contractor Supply, LLC

Doing-Business-As Name of Proposer:

I.C.S.

Principal Office Address:

436 Abingdon Ave. NW
Huntsville, AL 35801

Telephone Number:

256-539-1422

Fax Number:

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

Corporation _____

Partnership _____

Individual _____

Joint Venture _____

Other (describe):

L.L.C.

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

The corporation is held:

Publicly ___ Privately ___

Names and titles of corporate officers:

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

City Employee 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
Myles Wheeler

Print or Type Name of Proposer
5/5/26

Date

Industrial Contractor Supply, LLC

Legal Name of Firm
436 Abingdon Ave NW

Mailing Address
Huntsville, AL 35801

City State Zip Code
256-539-1422

Phone Fax
myles@icsalabama.com

Email Address
icsalabama.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): Industrial Contractor Supply, LLC
- City of Huntsville current taxpayer identification number (if available): 17147
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

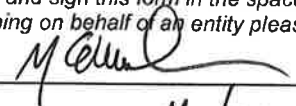
B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input checked="" type="checkbox"/> LLC (Multi-Member)	Number & State: <u>000-698-678, Alabama</u>
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): President

Type or legibly write name: Myles Wheeler Date: 5/5/26



Alabama Secretary of State



Industrial Contractor Supply, LLC

Entity ID Number	000-698-678
Entity Type	Domestic Limited Liability Company
Principal Address	DECATUR, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Morgan County
Formation Date	03/17/2004
Registered Agent Name	WHEELER, MYLES
Registered Office Street Address	1778 BETHEL RD DECATUR, AL 35603
Registered Office Mailing Address	Not Provided
Nature of Business	SELL ASPHALT/CONCRETE TOOLS/SUPPLIES
Members	
Member Name	WHEELER, MYLES
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Annual Reports	
Report Year	<u>2022</u> <u>2023</u>
Scanned Documents	
Document Date / Type / Pages	<u>03/17/2004</u> <u>Certificate of Formation</u> <u>2 pgs.</u>

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Company ID Number: 1545501



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 Industrial Contractor Supply, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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



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

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

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

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

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

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

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

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

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

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

C. RESPONSIBILITIES OF SSA

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

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

D. RESPONSIBILITIES OF DHS

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



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

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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



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

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

B. REFERRAL TO DHS

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



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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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



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B. TERMINATION

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

ARTICLE VI PARTIES

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



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

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

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

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



Company ID Number: 1545501

Approved by:

Employer Industrial Contractor Supply, LLC	
Name (Please Type or Print) Myles E Wheeler	Title
Signature Electronically Signed	Date 05/28/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/28/2020



Company ID Number: 1545501

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Industrial Contractor Supply, LLC
Company Facility Address	436 Abingdon Ave NW Huntsville, AL 358015401
Company Alternate Address	
County or Parish	MADISON
Employer Identification Number	202566093
North American Industry Classification Systems Code	444
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Company ID Number: 1545501



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

AL

1



Company ID Number: 1545501

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

Name **Angela Wheeler**
Phone Number **2565391422**
Fax
Email **angie@icsalabama.com**

Name **Myles E Wheeler**
Phone Number **2565391422**
Fax
Email **mvles@icsalabama.com**



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

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: _____

Category "A" – Concrete Pipe/Inlet Boxes

	Item Description	UOM	Item Price
1.	15" Class III Reinforced Concrete Pipe	FT	\$ 26.00
2.	18" Class III Reinforced Concrete Pipe	FT	30.00
3.	24" Class III Reinforced Concrete Pipe	FT	44.00
4.	18"x11" Flared End Reinforced Concrete Arch Pipe Spigot End	EA	975.00
5.	22" x 13" Flared End Reinforced Concrete Arch Pipe Spigot End	EA	1050.00
6.	15" Flared End Reinforced Concrete Round Pipe Spigot End	EA	800.00
7.	18" Flared End Reinforced Concrete Round Pipe Spigot End	EA	950.00
8.	24" Flared End Reinforced Concrete Round Pipe Spigot End	EA	1050.00
9.	6" V Ft Large Precast Inlet Box 4'2" x 4'2" Flat Top	EA	750.00
10.	6" V Ft Large Precast Inlet Box 4'2" x 4'2" Riser	EA	350.00
Total Category			\$ 10025.00

Category A - Discount percentage off list price for all manufacturer's catalog items not listed in the Bidder Pricing Form 20%

Category "B" – HP Storm Pipe/ADS Pipe

	Item Description	UOM	Item Price
1.	15" ADS HP Storm Pipe	LF	\$ 21.50
2.	18" ADS HP Storm Pipe	LF	27.50
3.	10" Nyloplast Inlets w/Standard Grates under 5'	EA	705.00
4.	12" Nyloplast Inlets w/Standard Grates under 5'	EA	1035.00
5.	10" Nyloplast Inlets w/Standard Grates over 5'	EA	835.00
6.	12" Nyloplast Inlets w/Standard Grates over 5'	EA	1275.00
7.	15" ADS N-12 PE Tee Dual Wall	EA	385.00
8.	18" ADS N-12 PE Tee Dual Wall	EA	539.00
9.	24" ADS N-12 PE Tee Dual Wall	EA	795.00
10.	POPIT Plug for RCP Pipe L/H	EA	6.00
Total Category			\$ 5624.00

Category B - Discount percentage off list price for all manufacturer's catalog items not listed in the Bidder Pricing Form 20%

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.

CORE & MAIN LP
Printed legal name of Bidder

Ed Honey
Signature

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

4-3-26 5-4-26
Date

T.S.

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 #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
I. REINFORCED CONCRETE PIPE & PRE-CAST INLET BOXES			
1	All reinforced concrete pipes and inlet boxes shall meet the requirements specified in the applicable sections of the State of Alabama Highway Department Standard Specifications for Highway Construction.	X	
2	Eight (8) foot sections are required with centered minimum three (3) inch lift hole with plug as per the specified sizes and classes.	X	
II. HP STORM PIPE - 12" TO 24"			
3	12-inch to 24-inch (300-1500 mm) pipe shall have smooth interior and annular exterior corrugations and meet or exceed ASTM F2881 and AASHTO M330.	X	
4	Manning's "n" value for use in design shall be 0.012.	X	
5	Pipe shall be joined using a bell and spigot joint or a straight wall joint meeting the requirements of ASTM F2881 or AASHTO M330.	X	
6	The joint shall be watertight according to requirements of ASTM D3212.	X	
7	Gaskets shall meet the requirements of ASTM F477.	X	
8	Gaskets shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris.	X	
9	A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.	X	
10	12-inch to 24-inch (300-1500 mm) diameters shall have an exterior bell wrap installed by the manufacturer.	X	
11	Fittings shall conform to ASTM F2881 and AASHTO M330.	X	
12	Bell and spigot connections shall utilize a welded or integral bell and valley or inline gaskets meeting the watertight joint performance requirements of ASTM D3212.	X	
13	To assure water tightness, field performance verification may be accomplished by testing in accordance with ASTM F1417 or ASTM F2487.	X	
14	Appropriate safety precautions must be used when field testing any pipe material.	X	
15	Polypropylene compound for pipe fitting production shall be impact modified copolymer meeting the material requirements of ASTM F2881, Section 5 and AASHTO M330, Section 6.1.	X	
III. PVC INLETS W/STANDARD GRATES - UNDER/OVER 5'			
16	The drain basins required for this contract shall be manufactured from PVC pipe stock, utilizing a thermo-molding process to reform the pipe stock to the specified configuration.	X	
17	The drainage pipe connection stubs shall be manufactured from PVC pipe stock and formed to provide a watertight connection with the specified pipe system.	X	

18	This joint tightness shall conform to ASTM D3212 for joints for drain and sewer plastic pipe using flexible elastomeric seals.	X	
19	The flexible elastomeric seals shall conform to ASTM F477.	X	
20	The pipe bell spigot shall be joined to the main body of the drain basin or catch basin.	X	
21	The raw material used to manufacture the pipe stock that is used to manufacture the main body and pipe stubs of the surface drainage inlets shall conform to ASTM D1784, cell class 12454.	X	
22	The grates and frames furnished for all surface drainage inlets shall be ductile iron for sizes 8", 10", 12", 15", 18", 24" and 30" and shall be made specifically for each basin so as to provide a round bottom flange that closely matches the diameter of the surface drainage inlet.	X	
23	Grates for drain basins shall be capable of supporting H-20 wheel loading for traffic areas for H-10 loading for pedestrian areas.	X	
24	12" and 15" square grates will be hinged to the frame using pins.	X	
25	Metal used in the manufacture of the castings shall conform to ASTM A536, grade 70-50-05 for ductile iron.	X	
26	Grates shall be provided painted black.	X	

APPENDIX D REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): CORE + MAIN LP
- City of Huntsville current taxpayer identification number (if available): 03-0550887
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input checked="" type="checkbox"/> Limited Partnership (LP)	Number & State: <u>FLORIDA - CUC 1225503</u>
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: [Signature] Title (if applicable): BRANCH MANAGER
 Type or legibly write name: KEE HUNLEY Date: 4-3-26 54-26 PM

C7A

**APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

1. BIDDER INFORMATION

Business Organization

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

CORE & MAIN LP

Doing-Business-As Name of Proposer:

Principal Office Address:

1830 CRAIG PARK COURT
ST LOUIS, MO 63146

Telephone Number:

Fax Number:

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

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

LIMITED PARTNERSHIP

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

The corporation is held:

Publicly ___ Privately ___

Names and titles of corporate officers:

Partnership Statement

If a partnership, answer the following:

Date of organization: NOVEMBER 22 2004
Location of organization: _____
The partnership is: General ___ Limited X

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

CORE & MAIN GP LLC - GENERAL PARTNER (DELAWARE)
CORE & MAIN MIDEQ, LLC - LIMITED PARTNER (DELAWARE LLC)
1838 CRAIG PARK COURT
ST. LOUIS MO, 63146

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.

Ed Honey
Signature of Proposer

ED HONEY
Print or Type Name of Proposer

4-3-26 5-21-26
Date

CORE & MAIN LP
Legal Name of Firm

1830 CRAIG PARK COURT
Mailing Address

ST. LOUIS MO 63146
City State Zip Code

314-432-4700 256-227-2699
Phone Fax

Ed.Honey@COREANDMAIN.COM
Email Address

HTTP://COREANDMAIN.COM
Website Address

5711



Alabama Secretary of State



Core & Main LP

Entity ID Number	000-818-158
Entity Type	Foreign Limited Partnership
Principal Address	1830 CRAIG PARK COURT ST LOUIS, MO 63146
Principal Mailing Address	1830 CRAIG PARK COURT ST LOUIS, MO 63146
Status	Exists
Place of Formation	Florida
Formation Date	11/22/2004
Qualify Date	12/17/2004
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	
General Partners	
General Partner Name	CORE & MAIN INTERMEDIATE GP LLC
General Partner Street Address	1830 CRAIG PARK COURT ST LOUIS, MO 63146
General Partner Mailing Address	1830 CRAIG PARK COURT ST LOUIS, MO 63146
Annual Reports	
Report Year	2008 2009 2010 2011 2012 2013 2014 2015 2021 2022
Transactions	
Transaction Date	11/27/2006
Legal Name Changed From	Hughes Water & Sewer, Ltd.
Transaction Date	12/13/2007
Registered Agent Changed From	CSC LAWYERS INCORPORATING SRV INC 150 S PERRY ST MONTGOMERY, AL 36104
Transaction Date	07/18/2008

Core & Main LP

Principal Office Changed From	ONE HUGHES WAY ORLANDO, FL 32805
Transaction Date	09/25/2008
Partner Activity	HD SUPPLY GP & MANAGEMENT INC
Transaction Date	09/25/2008
Partner Activity	HUGHES GP & MANAGEMENT INC ONE HUGHES WAY ORLANDO, FL 32805
Transaction Date	10/17/2016
Agent Mailing Address Changed From	* Added
Transaction Date	10/17/2016
Registered Agent Changed From	CORPORATE CREATIONS NETWORK INC 6 OFFICE PARK CIRCLE #100 MOUNTAIN BROOK, AL 35223
Transaction Date	04/28/2017
Registered Agent Changed From	CSC-LAWYERS INCORPORATING SRVC INC 150 SOUTH PERRY STREET MONTGOMERY, AL 36104
Transaction Date	09/21/2017
Legal Name Changed From	HD Supply Waterworks, Ltd.
Transaction Date	09/21/2017
Partner Activity	HD SUPPLY GP & MANAGEMENT INC 3100 CUMBERLAND BLVD STE 1700 ATLANTA, GA 30339
Transaction Date	09/21/2017
Partner Activity	CORE & MAIN GP LLC
Transaction Date	09/21/2017
Partner Activity	CD&R PLUMB BUYER LLC
Transaction Date	09/21/2017
Principal Office Changed From	3100 CUMBERLAND BLVD STE 1700 ATLANTA, GA 30339
Transaction Date	09/22/2020
Miscellaneous Filing Entry	Articles of Amendment Effective 02-22-2020 17:00
Transaction Date	09/22/2020
Partner Activity	CORE & MAIN INTERMEDIATE GP LLC

Core & Main LP

Transaction Date	09/22/2020
Partner Activity	CORE & MAIN GP LLC
Transaction Date	09/22/2020
Partner Activity	CD&R PLUMB BUYER LLC
Scanned Documents	
Document Date / Type / Pages	<u>12/17/2004</u> <u>Certificate of Formation</u> _2 pgs.
Document Date / Type / Pages	<u>11/27/2006</u> <u>Legal Name Change</u> 2 pgs.
Document Date / Type / Pages	<u>12/13/2007</u> <u>Registered Agent Change</u> _1 pg.
Document Date / Type / Pages	<u>07/18/2008</u> <u>Principal Address Change</u> _1 pg.
Document Date / Type / Pages	<u>09/25/2008</u> <u>Partner / Member /</u> <u>Shareholder Change</u> 1 pg.
Document Date / Type / Pages	<u>10/17/2016</u> <u>Registered Agent Change</u> _4 pgs.
Document Date / Type / Pages	<u>04/28/2017</u> <u>Registered Agent Change</u> _1 pg.
Document Date / Type / Pages	<u>09/21/2017</u> <u>Articles of Amendment</u> 2 pgs.
Document Date / Type / Pages	<u>09/22/2020</u> <u>Articles of Amendment</u> _3 pgs.



Company ID Number:40635

Client Company ID Number:1219073

**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 Core & Main LP (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

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo



Company ID Number:40635

Client Company ID Number:1219073

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Core & Main LP
Company Facility Address	1830 Craig Park Court Saint Louis, MO 63146
Company Alternate Address	1830 Craig Park Court Saint Louis, MO 63146
County or Parish	Saint Louis City
Employer Identification Number	03-0550887
North American Industry Classification Systems Code	Building Material And Garden Equipment And Supplies Dealers (444)
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	247

ETA



Company ID Number:40635

Client Company ID Number:1219073

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

Approved by:

Employer Core & Main LP	
Name (Please Type or Print) Laura Schneider	Title VP, HR
Signature <i>LS</i>	Date 10/26/2018
E-Verify Employer Agent LawLogix Group, Inc.	
Name (Please Type or Print) Marcos Medina	Title
Signature Electronically Signed	Date September 29, 2017
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

ETA

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: _____

I. 12.5% SODIUM HYPOCHLORITE - BULK

Price per gallon for 4,500 bulk gallon quantities - Sodium Hypochlorite \$ NO BID

****Delivery Schedule: Delivery must be within seven (7) days after receipt of Purchase Order. A minimum of 60ft of hose and a 2-inch quick connect are required for delivery. Drivers must check in with the operator on duty to receive instructions as to which tank is being filled. Delivery hours for each plant address are stated in Appendix B-Delivery Requirements. The City of Huntsville reserves the right to split loads between locations as necessary.**

Bidder's Initials indicating compliance: DL

II. 12.5% SODIUM HYPOCHLORITE DRUMS

Price per gallon for 55-gallon quantities \$ 4.16/gallon

Deposit for 55-gallon drum, if applicable \$ N/A

****Delivery Schedule: Delivery must be within seven (7) days after receipt of Purchase Order. A minimum of 60ft of hose and a 2-inch quick connect are required for delivery. Drivers must check in with the operator on duty to receive instructions as to which tank is being filled. Delivery hours for each plant address are stated in Appendix B-Delivery Requirements. The City of Huntsville reserves the right to split loads between locations as necessary.**

Bidder's Initials indicating compliance: DL

**APPENDIX A
BIDDER PRICING FORM
(continued)**

III. 12.5% SODIUM HYPOCHLORITE TOTES

Price per gallon for 320-gallon quantities \$ 3.06/gallon
Deposit for 320-gallon tote, if applicable \$ N/A

****Delivery Schedule: Delivery must be within seven (7) days after receipt of Purchase Order. A minimum of 60ft of hose and a 2-inch quick connect are required for delivery. Drivers must check in with the operator on duty to receive instructions as to which tank is being filled. Delivery hours for each plant address are stated in Appendix B-Delivery Requirements. The City of Huntsville reserves the right to split loads between locations as necessary.**

Bidder's Initials indicating compliance: DL

IV. 40% AQUEOUS SODIUM BISULFITE - BULK

Price per gallon for 4,000 bulk gallon quantities - Sodium Bisulfite \$ NO BID

****Delivery Schedule: Delivery must be within seven (7) days after receipt of Purchase Order. A minimum of 60ft of hose and a 2-inch quick connect are required for delivery. Drivers must check in with the operator on duty to receive instructions as to which tank is being filled. Delivery hours for each plant address are stated in Appendix B-Delivery Requirements. The City of Huntsville reserves the right to split loads between locations as necessary.**

Bidder's Initials indicating compliance: DL

V. 40% AQUEOUS SODIUM BISULFITE or SODIUM HYDROGEN SULFITE DRUMS

Price per gallon for 55-gallon quantities \$ 4.45/gallon
Deposit for 55-gallon drum, if applicable \$ N/A

****Delivery Schedule: Delivery must be within seven (7) days after receipt of Purchase Order. A minimum of 60ft of hose and a 2-inch quick connect are required for delivery. Drivers must check in with the operator on duty to receive instructions as to which tank is being filled. Delivery hours for each plant address are stated in Appendix B-Delivery Requirements. The City of Huntsville reserves the right to split loads between locations as necessary.**

Bidder's Initials indicating compliance: DL

**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 and 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.

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):

Hawkins Inc

Doing-Business-As Name of Proposer:

Principal Office Address:

2381 Rosegate

Roseville, MN 55113

Telephone Number:

612-331-6910

Fax Number:

612-331-5304

bids@hawkinsinc.com

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:

December 30, 1955

Location of incorporation:

Minnesota

The corporation is held:

Publicly X Privately ___

Names and titles of corporate officers:

Patrick H. Hawkins, Chief Executive Officer and President

Douglas A. Lange, Vice President – Water Treatment Group

Jeffrey P. Oldenkamp, Executive Vice President, Chief Financial Officer and Treasurer

Drew M. Grahek, Vice President – Operations

Dan Louismet, General Counsel and Secretary

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

City Employee Yes ___ No 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

Douglas Lange
Print or Type Name of Proposer

April 1, 2026
Date

Hawkins Inc
Legal Name of Firm

2381 Rosegate
Mailing Address

Roseville, MN 55113
City State Zip Code

612-331-6910 612-331-5304
Phone Fax

bids@hawkinsinc.com
Email Address

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

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: 000-037-994 Alabama
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, 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): VP Water Treatment Group
 Type or legibly write name: Douglas Lance Date: April 1, 2026



Alabama Secretary of State



Hawkins Water Treatment Group, Inc.

Entity ID Number	000-037-994
Legal Name in Place of Origin	Hawkins, Inc.
Entity Type	Foreign Corporation
Principal Address	3100 E HENNEPIN AVE MINNEAPOLIS, MN 55413
Principal Mailing Address	3100 E HENNEPIN AVE MINNEAPOLIS, MN 55413
Status	Exists
Place of Formation	Minnesota
Formation Date	12/30/1955
Qualify Date	07/02/2012
Registered Agent Name	NATIONAL REGISTERED AGENTS INC
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	
Capital Authorized	
Capital Paid In	
Doing Business in AL Since	06/01/2012
Annual Reports	
Report Year	2013 2014 2015 2017 2019 2020 2021
Transactions	
Transaction Date	06/25/2013
Registered Agent Changed From	NATIONAL REGSITERED AGENTS INC 150 SOUTH PERRY STREET MONTGOMERY, AL 36104
Scanned Documents	
Document Date / Type / Pages	07/02/2012 Certificate of Formation _49 pgs.
Document Date / Type / Pages	06/25/2013 Registered Agent Change _2 pgs.

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

**ARTICLE I
PURPOSE AND AUTHORITY**

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

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

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

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.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.

Company ID Number: 1650052

may subject the Web Services 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 Web Services Employer.

Approved by:

Web Services Employer	
Hawkins Inc	
Name (Please Type or Print) Cari S Skarstad	Title
Signature Electronically Signed	Date 03/04/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/09/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2025

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 Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	CONTACT NAME: Centralized Accounts Servicing Team PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: CAST@marshmma.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Hawkins, Inc. 2381 Rosegate Roseville, MN 55113	INSURER A : NAUTILUS INSURANCE COMPANY 17370	
	INSURER B : Aspen Speciality Insurance Company 10717	
	INSURER C : Great Divide Insurance Company 25224	
	INSURER D : Intact Insurance Company 55555	
	INSURER E : American Casualty Company of R 20427	
	INSURER F : Transportation Insurance Compa 20494	


COVERAGES **CERTIFICATE NUMBER:** 625628716 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLP2033069-15	9/30/2025	9/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA 99 48			BAP2033068-16	9/30/2025	9/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability Deductible \$ 50,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			FFX2033070-15	9/30/2025	9/30/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
E M P L O Y E E S	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7040063527 7040063575 7040086306 7040086323	9/30/2025 9/30/2025 9/30/2025 9/30/2025	9/30/2026 9/30/2026 9/30/2026 9/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B D	Pollution Liability (Primary) Pollution Liability (Excess) Inland Marine			SSP201587913 EXAFVXW24 790036399	9/30/2024 9/30/2024 12/28/2024	9/30/2027 9/30/2027 12/28/2025	Total Limit with primary and excess Limits \$25,000,000 Occ \$25,000,000 Agg See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Inland Marine - Covered Railcars
 VTGX 017003 - \$29,748.70
 VTGX 017376 - \$29,748.70
 VTGX 017415 - \$29,748.70
 VTGX 017515 - \$29,748.70

Re: Bid #56-2023-76
 The City, its officers, employees, agents, and specified volunteers, as their interests are included as Additional Insureds limited to the General Liability coverage and Automobile Liability. Waiver of subrogation is in favor of the additional insureds for general liability and automobile liability.

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 
--	--

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

2025

TAXPAYER #: 61546
CITIZEN STATUS: C

DATE ISSUED: 1/2/2025
LICENSE NO: 385870

TAXPAYER: HAWKINS INC
2381 ROSEGATE
ROSEVILLE MN 55113

ATTENTION: RANDY BILLS

NAICS CODE: 424690- OTHER CHEMICAL AND ALLIED PRODUCTS MERCHANT WHOLESALERS

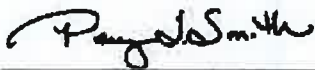
BUSINESS LOCATION: 1
LOCATION: HAWKINS INC
2381 ROSEGATE
ROSEVILLE MN 55113

BUSINESS LICENSE YEAR: 2025

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

<u>SECTION NO</u>	<u>TYPE OF LICENSE</u>	<u>AMOUNT</u>
35	DELIVERY	\$100.00
	TOTAL LICENSE	\$100.00
	TOTAL ISSUANCE FEES	\$14.00
	TOTAL PAYMENT	\$114.00

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

**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: _____



I. 12.5% SODIUM HYPOCHLORITE - BULK

Price per gallon for 4,500 bulk gallon quantities - Sodium Hypochlorite \$ 2.04 / gal

****Delivery Schedule: Delivery must be within seven (7) days after receipt of Purchase Order. A minimum of 60ft of hose and a 2-inch quick connect are required for delivery. Drivers must check in with the operator on duty to receive instructions as to which tank is being filled. Delivery hours for each plant address are stated in Appendix B-Delivery Requirements. The City of Huntsville reserves the right to split loads between locations as necessary.**

Bidder's Initials indicating compliance: JBR

II. 12.5% SODIUM HYPOCHLORITE DRUMS

Price per gallon for 55-gallon quantities \$ 3.99 / gal

Deposit for 55-gallon drum, if applicable \$ NA

****Delivery Schedule: Delivery must be within seven (7) days after receipt of Purchase Order. A minimum of 60ft of hose and a 2-inch quick connect are required for delivery. Drivers must check in with the operator on duty to receive instructions as to which tank is being filled. Delivery hours for each plant address are stated in Appendix B-Delivery Requirements. The City of Huntsville reserves the right to split loads between locations as necessary.**

Bidder's Initials indicating compliance: JBR

**APPENDIX A
BIDDER PRICING FORM
(continued)**

III. 12.5% SODIUM HYPOCHLORITE TOTES

Price per gallon for 320-gallon quantities \$ 3.88

Deposit for 320-gallon tote, if applicable \$ NA

****Delivery Schedule: Delivery must be within seven (7) days after receipt of Purchase Order. A minimum of 60ft of hose and a 2-inch quick connect are required for delivery. Drivers must check in with the operator on duty to receive instructions as to which tank is being filled. Delivery hours for each plant address are stated in Appendix B-Delivery Requirements. The City of Huntsville reserves the right to split loads between locations as necessary.**

Bidder's Initials indicating compliance: TBL

IV. 40% AQUEOUS SODIUM BISULFITE - BULK

Price per gallon for 4,000 bulk gallon quantities - Sodium Bisulfite \$ _____

****Delivery Schedule: Delivery must be within seven (7) days after receipt of Purchase Order. A minimum of 60ft of hose and a 2-inch quick connect are required for delivery. Drivers must check in with the operator on duty to receive instructions as to which tank is being filled. Delivery hours for each plant address are stated in Appendix B-Delivery Requirements. The City of Huntsville reserves the right to split loads between locations as necessary.**

Bidder's Initials indicating compliance: _____

V. 40% AQUEOUS SODIUM BISULFITE or SODIUM HYDROGEN SULFITE DRUMS

Price per gallon for 55-gallon quantities \$ _____

Deposit for 55-gallon drum, if applicable \$ _____

****Delivery Schedule: Delivery must be within seven (7) days after receipt of Purchase Order. A minimum of 60ft of hose and a 2-inch quick connect are required for delivery. Drivers must check in with the operator on duty to receive instructions as to which tank is being filled. Delivery hours for each plant address are stated in Appendix B-Delivery Requirements. The City of Huntsville reserves the right to split loads between locations as necessary.**

Bidder's Initials indicating compliance: _____

**APPENDIX A
BIDDER PRICING FORM
(continued)**

VI. 40% AQUEOUS SODIUM BISULFITE or SODIUM HYDROGEN SULFITE TOTES

Price per gallon for 320-gallon quantities \$ _____

Deposit for 320-gallon tote, if applicable \$ _____

****Delivery Schedule: Delivery must be within seven (7) days after receipt of Purchase Order. A minimum of 60ft of hose and a 2-inch quick connect are required for delivery. Drivers must check in with the operator on duty to receive instructions as to which tank is being filled. Delivery hours for each plant address are stated in Appendix B-Delivery Requirements. The City of Huntsville reserves the right to split loads between locations as necessary.**

Bidder's Initials indicating compliance: _____

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.

Jeffrey Rice
Printed legal name of Bidder


Signature

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

Mar 27, 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 and 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.

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):

Harcros Chemicals Inc. Sales rep. Jeffrey Rice

Doing-Business-As Name of Proposer:

Harcros Chemicals Inc.

Principal Office Address:

300 Pepsi Drive
Muscle Shoals, AL 35661

Telephone Number:

256-381-2420

Fax Number:

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

Corporation

Partnership _____

Individual _____

Joint Venture _____

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

2001

Location of incorporation:

Kansas City, Kansas

The corporation is held:

Publicly _____ Privately

Names and titles of corporate officers:

Dennis Hummel, General Credit Manager

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

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

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. 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

Jeffrey Rice

Print or Type Name of Proposer

Mar 27, 2026

Date

Harcros Chemicals INC

Legal Name of Firm

300 Pepi Drive

Mailing Address

Muscle Shoals AL 35661

City State Zip Code

256-381-2720

Phone Fax

Muscle ShoalsCS@Harcros.com
Jeffrey.Rice@Harcros.com

Email Address

www.Harcros.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): Harcros Chemicals INC
- City of Huntsville current taxpayer identification number (if available): 2405076
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

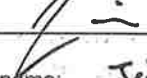
B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

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

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, 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 Representative
 Type or legibly write name: Jeffrey Rice Date: Apr 27, 2026



Alabama Secretary of State



Harcros Chemical Inc.

Entity ID Number	000-920-438
Entity Type	Foreign Corporation
Principal Address	5200 SPEAKER RD KANSAS CITY, KS 66106-1095
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Kansas
Formation Date	07/25/2001
Qualify Date	09/25/2001
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	Not Provided
Nature of Business	
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	02/11/2002
Legal Name Changed From	HCI Acquisitions Inc.
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Scanned Documents	
Document Date / Type / Pages	09/25/2001 Certificate of Formation _2 pgs.
Document Date / Type / Pages	02/11/2002 Legal Name Change 1 pg.

Harcros Chemical Inc.

Document Date / Type / Pages	<u>03/08/2010</u> <u>Registered Agent</u> <u>Change</u> <u>1 pg.</u>

[Browse Results](#)

[New Search](#)

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print) Katie Wassenberg	Title HR Generalist
Signature <i>Katie Wassenberg</i>	Date 05/30/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Harcros Chemicals Inc.
Company Facility Address	5200 Speaker Road Kansas City, KS 66106
Company Alternate Address	
County or Parish	Wyandotte
Employer Identification Number	253690
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	561
Number of Sites Verified for	27



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)	10/1/2026	3/30/2026
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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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 keasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1510275 HARCROS CHEMICALS, INC. 5200 SPEAKER ROAD KANSAS CITY KS 66106	INSURER A : Zurich American Insurance Company		16535
	INSURER B : AIG Specialty Insurance Company		26883
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

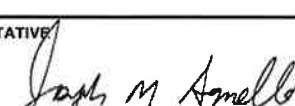
COVERAGES **CERTIFICATE NUMBER:** 23248225 **REVISION NUMBER:** XXXXXXXX

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	EG 14246217-08	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	BAP-9301292-24	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	EGU 14246218-08	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC-9301293-25	10/1/2025	10/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

23248225 CITY OF HUNTSVILLE 305 FOUNTAIN CIRCLE HUNTSVILLE, AL 35801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
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