



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/14/2026

File ID: TMP-6911

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:

Office Pride of North Alabama, Inc. - Janitorial Servies-Admin (General Services)

Filter Pro USA, LLC - Air Filtration Services (General Services)

Wittichen Supply Company, Inc. - HVAC Parts (General Services)

Woody Anderson Ford - Dealership Level Auto/Truck Repair (Fleet Services)

Bentley Group Inc. dba Bentley Buick GMC

RML Huntsville dba Landers McLarty DCJP

Southern Lawncare - Landscape Maintenance Services (Landscape Management)

The Grounds Guys

4A Services

Michael Hatcher & Associates

Yardnique

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>
Office Pride of North Alabama, Inc.	Janitorial Services – Admin	One Year W/Extensions
Filter Pro USA, LLC	Air Filtration Services	One Year W/Extensions
Wittichen Supply Company, Inc.	HVAC Parts	One Year W/Extensions
Woody Anderson Ford Bentley Group Inc. dba Bentley Buick GMC RML Huntsville dba Landers McLarty DCJP	Dealership Level Auto/Truck Repair	One Year W/Extensions
Southern Lawncare The Grounds Guys 4A Services Michael Hatcher & Associates Yardnique	Landscape Maint. Services	One Year W/Extensions

ADOPTED this the 14th day of May, 2026.

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

APPROVED this the 14th day of May, 2026.

Mayor of the City of Huntsville, Alabama



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT SERVICES DATE: 4/20/26
FROM: JOHN LANG DEPT: GENERAL SERVICES
BID #: 39-2026-14 COMMODITY/SERVICE: JANITORIAL SERVICES - ADMIN

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Office Pride of North Alabama, Inc.

RECOMMENDATION: The General Services Department recommends Office Pride of North Alabama, Inc. provided the best
the Administrative portion of the Janitorial Services Bid. Office Pride of North Alabama, Inc. provided the best

DESCRIPTION	PRICE	UOM	COMMENT
SEE ATTACHED PRICING & SCORING SHEET			

INITIAL PURCHASE:

FUNDING SOURCE: 1000-14-14310-515370-0000000

TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

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

John Lang Digitally signed by John Lang
Date: 2026.04.20 15:57:29 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2026.04.20 16:16:37 -05'00'

4.20.2026

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per the Advertisement for Bids - Notice to Bidders, bids will be evaluated as a whole 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: #1 and #2

*****PLEASE SUBMIT ATTACHED PRICING SHEET FOR ALL LOCATIONS IN ADDITION TO THE UNIT PRICES BELOW*****

Description	Hourly Rate/Unit Price	Estimated Quantity	Subtotal
PRICING PART A			
Laborer, per hour	\$23.00	8 HR	\$192.00
PRICING PART B			
Extraction per request	\$0.28 \$250.00 Min	100 SF	\$250.00
High Speed Spray Buffing per request	\$0.07 \$250.00 Min	100 SF	\$250.00
Each Additional Coat of Wax per Square Foot	\$0.07 \$250.00 Min	100 SF	\$250.00
Scrubbing/Waxing (Two Coats) per request (Per Square Foot)	\$0.35 \$250.00 Min	100 SF	\$250.00
Stripping/waxing (Three Coats) per request (Per Square Foot)	\$0.55 \$250.00 Min	100 SF	\$250.00
TOTAL			
TOTAL SUM OF ALL FACILITIES FROM JANITORIAL SERVICE SCHEDULE - 2026 - ADMIN PRICING SHEET			\$115,126

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

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and 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.

Office Pride of Huntsville

Printed legal name of Bidder

Forrest Weeks

Signature

Forrest Weeks, President

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

4/10/2026

Date

Location #	Facility and Address	Facility Type	Cleanable SF	Approximate Number of Occupants per Day
001	001 Administration Building - 305 Fountain Circle	Office	49217	150
008	008 Public Works Administration - 4209 East Schrimsher	Office	7984	70
015	015 Maple Hill Cemetery Office - 203 Maple Hill Drive	Office	1176	10
016	016 DOT - 500 B Church Street - Includes Bus Terminal	Office	13065	60
024	024 MJPSC Annex - 820 Memorial Pkwy	Office	3283	12
027	027 General Services Administration - 615 Washington St	Office	1753	8
029	029 Traffic Engineering - 2100 Clinton Avenue	Office	7353	20
030	030 Lowe Mill Complex - 2411 9th Avenue	Office	20160	35
036	036 Landscape Main Office - 3242 A Leeman Ferry Road	Office	7051	40
134	134 MJPSC - 815 Wheeler Avenue	Office	103113	500
135	135 Animal Services - 4950 Triana Blvd	Office	5333	100
136	136 Health and Wellness - 2227 Drake Avenue Suite 26 & 27	Office	6357	50
145	145 Bailey Cove Police Precinct- 7900 Bailey Cove Road	Office	6458	55
149	149 West Police Precinct- 2110 Clinton Avenue	Office	12795	150
150	150 North Public Safety Complex- 4014 North Memorial PKWY	Office	12240	60
151	151 CID at Holmes - 2820 Holmes Avnue	Office	2200	100
410	410 General Services Maintenance Shop- 615 Washington Street	Office	2265	27
415	415 Maple Hill Maintenance Building - 203 Maple Hill Drive	Office	2040	10
419	419 Public Works - 2834 A Jordan Lane (Building #5)	Office	4096	5
421	421 Public Works North Lot - 2834 B Jordan Lane (Building #2)	Office	512	5
422	422 Landscape Maintenance - 2834 C Jordan Lane (Building #3)	Office	1034	20
423	423 Landscape North Lot - 2834 D Jordan Lane (Building #4)	Office	1557	15
424	424 Public Works Building E - 2834 E Jordan Lane (Building #E)	Office	1046	15
425	425 Police Supply - 704 Fiber St.	Office	1845	4
426	426 Police ITS - 707 Fiber Street	Office	5253	15
432	432 Fleet Services - 2739 Johnson Road	Office	7868	45
440	440 Landscape Horticulture - 2405 Ninth Avenue	Office	2000	20
462	462 Fleet Small Engines - 3242 B Leeman Ferry Road	Office	502	10
463	463 Warehouse C - 3242 C Leeman Ferry Road	Office	1877	30
466	466 Warehouse F - 3242 F Leeman Ferry Road	Office	1034	30
470	470 Fire Supply - 2200 Clinton Avenue	Office	2000	10
472	472 HPD Law Enforcement Training Facility - 325 Wall Triana Hwy	Office	13146	2000
476	476 Public Safety Training Academy - 5365 Triana Blvd	Office	25760	2000
478	478 Fire and Police Admin Office - 2110 Clinton Ave	Office	2000	2000
479	479 CSI Office - 614 Wheeler Ave	Office	15277	15277
480	480 HPD Huntsville Hospital - 724 Madison St	Office	2600	2600
482	482 John Hunt Park Meet Management - 3730 Russell Brown Dr	Office	2000	2000
483	483 John Hunt Park - Landscape Management - 2782 Golf Rd	Office	745	745
711	711 New DOT Transfer Station - 521 Pratt Ave	Office	3310	3310
807	807 WPC Admin - 1800 Vermont Road	Office	7068	7068
925	925 JHP - New Air Monitoring Station 3720 Russell Brown DR.	Office	2345	2345
028	028 Convention Visitors Bureau - 500 Church Street	Office	14400	20
138	138 Sports Commission	Outside Agency	1685	6
572	572 Huntsville Tennis Center - 2305 Airport Road	Outside Agency	3930	150

[illegible]

Porters or Matron Times	Notes	Building Type Cleaning Schedule	Monthly Price for Service and Supplies	Annual Total Cost
8:00 am - 5:00 pm		Office and Administrative Bldg.	11818	141816
		Office and Administrative Bldg.	1335	16020
8:00 am - 5:00 pm		Office and Administrative Bldg.	1049	12588
		Office and Administrative Bldg.	7864	94368
		Office and Administrative Bldg.	6572	78864
		Office and Administrative Bldg.	1042	12504
		Office and Administrative Bldg.	1409	16908
		Office and Administrative Bldg.	3441	41292
		Office and Administrative Bldg.	785	9420
Sun, thro. Sat. 5:00 pm - 10:00 pm		Office and Administrative Bldg.	19639	235668
		Office and Administrative Bldg.	1526	18312
		Office and Administrative Bldg.	2039	24468
		Office and Administrative Bldg.	1775	21300
		Office and Administrative Bldg.	2450	29400
		Office and Administrative Bldg.	2318	27816
		Office and Administrative Bldg.	1467	17604
		Office and Administrative Bldg.	1042	12504
		Office and Administrative Bldg.	704	8448
		Office and Administrative Bldg.	1379	16548
		Office and Administrative Bldg.	668	8016
		Office and Administrative Bldg.	1342	16104
		Office and Administrative Bldg.	704	8448
		Office and Administrative Bldg.	660	7920
		Office and Administrative Bldg.	1350	16200
		Office and Administrative Bldg.	1409	16908
		Office and Administrative Bldg.	5311	63732
		Office and Administrative Bldg.	1409	16908
		Office and Administrative Bldg.	719	8628
		Office and Administrative Bldg.	645	7740
		Office and Administrative Bldg.	645	7740
		Office and Administrative Bldg.	1335	16020
		Office and Administrative Bldg.	3125	37500
		Office and Administrative Bldg.	6397	76764
		Office and Administrative Bldg.	1350	16200
		Office and Administrative Bldg.	3448	41376
		Office and Administrative Bldg.	317	3804
		Office and Administrative Bldg.	704	8448
		Office and Administrative Bldg.	948	11376
		Office and Administrative Bldg.	1954	23448
		Office and Administrative Bldg.	2083	24996
		Office and Administrative Bldg.	32	384
		Office and Administrative Bldg.	4665	55980
		Office and Administrative Bldg.	1291	15492
		Office and Administrative Bldg.	2961	35532
		Office and Administrative Bldg.	115126	1381512

TOTAL ADMIN/OTHER

APPENDIX B DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	A. NOTICE TO BIDDERS		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	X	
	B. LAW AND REGULATIONS		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	X	
	C. LICENSES, APPROVALS, PERMITS, ETC.		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	X	
	D. SCOPE OF SERVICES		
4.	The contract shall be a fixed price service rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	X	
	E. CONTRACTOR REQUIREMENTS		
5.	Bidders have three years of experience in Janitorial Services and possess all tools of the trade.	X	
6.	Local office must be located within 50 miles of Huntsville City Hall (305 Fountain Circle; Huntsville, AL 35801)	X	
	F. RESPONSIBILITY OF THE CONTRACTOR		
7.	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner. Any estimate of \$100,000 or more shall not be authorized under this contract.	X	
8.	A purchase order will be issued based upon the estimate which will also serve as the contractor's authorization to proceed. No work shall be performed without a purchase order from the General Services Department.	X	
9.	At the completion of work, an invoice must be submitted for the actual cost and itemized in accordance with the contract for each labor category. Under no circumstances shall any invoice exceed the original estimate unless approved in writing by the General Services Representative.	X	
10.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	X	
11.	The contractor must provide competent workers and supervision.	X	
12.	Take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The contractor is responsible for any injury to himself, his employees, or others as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
13.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	X	
14.	The successful bidder will use the manufacturers recommended product strengths. The contractor is to furnish all cleaning equipment, supplies, paper products, soap, deodorant and chemical disinfectant, and tools of the trade. All cleaning products shall be commercial grade cleaning products, and subject to the approval of General Services. All paper products provided by the contractor must meet EPA Recycled Guidelines. Bleach based cleaning products, such as Clorox, shall not be used. All supplies and equipment costs shall be included in bid. Contractor will be responsible for reporting all leaks and needed repairs discovered while on shift performing duties, (i.e., broken faucets, toilets, broken soap and paper dispensers, etc.).	X	
15.	All Day Porters/Matrons will be required to assist customers as needed throughout facility, to include maintaining bathrooms, kitchens, facility areas, etc. with necessary supplies, spot mop of spills, vacuuming, and other janitorial needs.	X	
16.	All 2 nd shift personnel must not start work before 6:00 p.m. and shall complete janitorial tasks by 12:00 a.m. midnight unless previously approved by the General Services Custodial Supervisor.	X	
17.	Unless otherwise authorized, all facilities that have a 7:00 a.m. starting time must be completed no later than 2:00 p.m.	X	
18.	Additional stripping or waxing of the floors, other than those found in the cleaning schedule, will be done by work order/purchase order and are not included within the base bid.	X	
19.	Cleaning of light fixtures and ventilation grills will be required weekly as described in the Scope of Work.	X	
20.	In the event that a janitorial employee does not report for work, the successful bidder shall have a system in place that provides coverage. Bidders must submit specific details on how they manage employees who do not show up as scheduled.	X	
21.	Overall carpet cleaning will be done daily or as need and is included within the base bid.	X	
22.	City-sponsored events/projects such as sporting athletic, entertainment, etc., that are above and beyond daily services shall be extra billable work per occurrence.	X	
23.	The City shall provide the materials for additional work order/purchase orders related to City-sponsored events.	X	
24.	In incidents such as vandalism, accidental damage or other situations that damage the bidder's janitorial supplies, the City will reimburse the cost of those materials and authorize work necessary to remediate the damage or loss.	X	
25.	Responsibility for receiving and storing janitorial supplies shall be the duty of the bidder. The City will provide locked storage for designated locations.	X	
26.	Additional cleaning of the inside and outside of all windows on the exterior of the facility, other than those contained in the cleaning schedule, shall be done by work order/purchase order.	X	
27.	All equipment and transportation costs associated with performing the tasks required within the bid shall be embedded with the bidder's proposed pricing structure.	X	
28.	Athletic gyms and pools are not considered part of cleanable square footage. Associated offices and public areas are part of cleanable square footage.	X	
29.	Janitorial supplies shall not be stored at park locations without approval from General Services.	X	
30.	All feminine supplies will be provided by the City with the expectation of wax envelope bags.	X	
31.	The successful bidder shall provide the City with samples for approval of paper towels, toilet tissue, trash can receptacle liners and product dispensers if they propose to use a different dispenser than currently utilized by the City at no additional cost.	X	
32.	Day porters and matrons shall not be used to do scheduled work.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
33.	The City will not be required to pay for work in cases where employees do not show up as scheduled and alternative coverage has not been provided.	X	
34.	The Contractor shall implement and maintain a comprehensive digital inspection and quality assurance program utilizing a recognized platform (e.g., Compuclean or equivalent) to monitor and document cleaning performance. The Contractor shall provide summary reports at least quarterly highlighting inspection scores, trends, recurring issues, and corrective actions taken. Additional or more frequent reporting shall be provided upon request by the City. Reports shall be exportable in common formats (e.g., PDF, Excel). Inspection frequency shall be established in coordination with the City of Huntsville upon contract award, based on facility type, usage, and criticality.	X	
	G. GENERAL CLEANING		
35.	Dusting (High and Low): The removal of visible, dry, foreign matter from the hard surfaces of office and plant furnishings and equipment by use of a dry rag, duster, dusting tool, or other device specifically designed for the purpose.	X	
36.	Spot Cleaning: The removal of visible, foreign deposits from cleanable surfaces with appropriate damp cleaning process including a damp rag, paper wipes and spray cleaner, or other method designed for the purpose. Spot cleaning is most commonly applied to ancillary surfaces such as light switch faceplate, doorframes, door push plates, etc.	X	
37.	Vacuuming: The passing of an electric vacuum cleaner over fabric, texture, resilient, or carpeted surfaces to remove visible foreign matter.	X	
38.	Detail Vacuuming: The passing of an electric vacuum cleaner over fabric, texture, resilient, or carpeted surfaces, including all areas visible and accessible and including corners and edges and close places, and including the use of special tools for the vacuum cleaner, to effectively remove all visible foreign matter from the entire accessible surface area.	X	
39.	Hard Floors: Hard floors should be free of dirt, debris, and foreign matter at the end of each cleaning cycle.	X	
40.	Trash Cans: Office trashcans will be emptied at each cleaning cycle. Appropriate liners will be placed in the cans. The exterior of the cans will be kept clean of spills, runs, or unsightly foreign matter. The inside of the cans will be cleaned of leakage and spills as appropriate to reduce odor.	X	
41.	Lighting: The exterior of light fixtures will be dusted and cobwebs removed.	X	
42.	Break Rooms: Cleaning of the break rooms is required. This includes cleaning microwaves, dusting, spot cleaning, vacuuming, hard floors, trashcans, lighting, etc. (It does not include cleaning dishes or cleaning the refrigerators).	X	
43.	Individual offices will include vacuuming as indicated herein while removal of trash will be daily.	X	
44.	RESTROOMS		
45.	Supplies: The restroom dispensers for toilet tissue, hand towels, hand soap, and toilet seat covers will have an adequate supply of the appropriate product in them at all times. The current dispensers at these locations are universal. Any changed from these universal dispensers must be approved by the requesting City Department and must be made at a cost to the vendor.	X	
46.	Trash cans: Restroom trash cans will be emptied at each cleaning cycle. Appropriate liners will be placed in the cans. The exterior of the cans will be kept clean of spills, runs, or unsightly foreign matter. The inside of the cans will be cleaned of leakage and spills as appropriate to reduce odor.	X	
47.	Bright: All bright, chrome or mirrored finishes will be cleaned and dry shined with a proper cleaning solution to a high luster. (Cleaning agent must be approved for this use) Scale and mineral deposits will be removed.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
48.	Stainless Steel: All stainless steel will be cleaned and polished with appropriate stainless steel polish to leave a uniform, streak free appearance.	X	
49.	Toilets: All surfaces associated with the toilet fixture will be thoroughly cleaned, then disinfected with a certified disinfectant, and dry wiped to prevent spotting.	X	
50.	Sinks: All surfaces associated with the sink fixture will be thoroughly cleaned, then disinfected with a certified disinfectant, and dry wiped to prevent spotting. Attention will be given to undersides of sinks, including exposed plumbing, etc. to assure satisfactory appearance of entire sink fixture.	X	
51.	Glass/mirrors: All glass and mirrors will be thoroughly cleaned and dry shined to a high luster, streak free appearance.	X	
52.	Partitions/Walls: Partitions and walls will be cleaned of foreign matter, smudges, dust, etc. Partitions and walls adjacent to toilets and sinks will be cleaned and disinfected.	X	
53.	Drains/Vents: Drains and vents will be kept free of surface debris and foreign matter. Drains will be flushed and disinfectant applied to fill P-Trap appropriately to reduce odor.	X	
54.	Floors: Floors should be free of dirt, debris, and foreign matter at the end of each cleaning cycle. Floors will be mopped with a disinfectant solution at each cleaning cycle. Non-finished floors will be left clean of all foreign matter and have no finish applied. Special attention is given to corners, baseboards and edges.	X	
55.	Lighting: The exterior of light fixtures will be dusted and cobwebs removed.	X	
56.	JANITORIAL CLOSETS		
57.	Cleanliness: The janitor closet will be free of dirt, debris and trash at all times. Mop buckets and trash carts will be emptied before storage.	X	
58.	Organization: All items in the janitorial closet will be stored in a neat and orderly fashion. As many items as possible will be stored off the floor on shelves or hooks. All individual items shall be clean and neat.	X	
59.	SDS/HazCom: All products and chemicals will comply fully with the OSHA HazCom standard. Employees will be advised of their "right to know". All products and chemicals will be properly labeled, and an SDS sheet available in the closet for each chemical stored there.	X	
60.	Supplies/equipment: Supplies and equipment will be stores neatly with cords rolled up and placed carefully in the closet. As many supply items as possible will be stored off the floor. Equipment will be stored clean and in good order.	X	
61.	HALLS/CORRIDORS		
62.	Hallways: Hallways will be free of debris, dust and other foreign matter. Hallways will be vacuumed, swept, dust mopped, mopped, and cleaned as appropriate for the hallway floor composition. Vents and lighting will be dusted. Special attention will be given to hallways to assure the high image of the public or common area is maintained.	X	
63.	Elevators: Elevators will be dusted, spot cleaned, and detail vacuumed at each cleaning cycle. All surfaces will be cleaned as appropriate. Elevator door tracks will be free of dirt, debris, and foreign matter. Exterior elevator doors will be cleaned as appropriate.	X	
64.	Lobby entranceway: The lobby entranceway will be dusted, spot cleaned, detail vacuumed, swept, and/or moped as appropriate. Special attention will be given to glass doors, thresholds, and immediate exterior.	X	
65.	Lighting: The exterior of light fixtures will be dusted and cobwebs removed.	X	
66.	Stairwells: Must be cleaned daily.	X	
67.	ENTRY WAYS		
68.	Sweeping/policing: Hard surfaces will be swept or policed for loose debris, cigarette butts, cans, and etc.	X	
69.	Ashtrays: Ashtrays will be emptied and cleaned at each cleaning cycle. Ashtrays will be wiped clean with a disinfectant cleaner and thoroughly dried. Extinguishing media will be used as required.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
70.	Doors/entry glass: All doors and entry glass will be thoroughly cleaned and dry shined.	X	
71.	Trash: Exterior trashcans will be emptied at each cleaning cycle. Appropriate liners will be placed in the cans. The exterior of the cans will be kept clean of spills, runs, or unsightly foreign matter.	X	
72.	Entry ways must be policed to ten feet away from buildings and around any dumpster on the property.	X	
73.	DAY SERVICE		
74.	(Day Service or Porter): Adequate staff is provided to the customer solely at the customer's request and at the customer's discretion. Day service personnel are to perform a variety of tasks as designated by the customer and subject to frequent and regular modification. A list of porters currently requested is found in Appendix "F" herein.	X	
75.	WINDOWS		
76.	Glass: This bid only includes interior glass to be cleaned. (Exterior glass, including the interior surface, along the exterior envelope of the facility is not included in this bid). Glass is to be thoroughly cleaned with proper glass cleaner and applicable equipment to give a dry bright and polished appearance inside facility as needed.	X	
77.	Sills/frames: All inside window sills and frames will be dusted and free of dust and cobwebs. Periodic spot cleaning will occur as necessary.	X	
	H. BACKGROUND CHECKS		
78.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. For employees that will provide services at any of the City of Huntsville Public Safety Facilities, an additional and more extensive background check will be performed at no cost to the successful bidder. The names of such employees will need to be provided to the Custodial Supervisor for submittal. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	X	
	L OSHA & EPA		
79.	Contractor shall be in compliance with all appropriate regulatory agencies that are applicable.	X	
	J. ADDITIONAL VENDOR REQUIREMENTS		
80.	Check-In/Check-Out At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	X	
81.	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.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	K. CONTRACTOR'S PERSONNEL		
82.	The contractor's personnel must wear appropriate attire and have a picture I.D. badge visibly worn at all times. All of the Contractor's personnel must have nationwide background checks. Copies of the background checks must be kept on the vendor's premises for the City to review during regular working hours. No employees shall be on the City's property that has not completed the background check. Any negative background check must be brought to the City requested Department's attention immediately. No employees may bring family or friends to work at City facilities. Employees must do the tasks they are assigned, without using anyone else's property. When in the work space, employees must not go through drawers, cabinets, refrigerators, or use anyone else's devices including TV's, Phones, CD's, etc.	X	
83.	The contractor must provide adequate day time and night time supervisors dedicated to the City of Huntsville's Janitorial Bid account to ensure compliance of performance to the contract. These supervisors are primarily to ensure quality and completion of work and not to be included in base cleaning labor force. Anytime janitorial employees are working, there must be supervisors on duty supervising which are dedicated to the contract. Contract supervisors must be on site during the City of Huntsville night time supervisor shifts starting at 1:00 p.m. to 10 a.m. Monday through Friday and 1:00 p.m. noon until 10:00 a.m. Saturday and Sunday. The price for all supervision shall be incorporated into the price in Appendix F. Contact information for the supervisors must be available to the requesting City Department or his agent. The Contractor will provide call back services at no additional charge to the City of Huntsville. Call back services will be provided upon request by the City of Huntsville when services provided fail to meet the requirements of the contract. An awarded bidders employees may be required to clock in and out on a time keeping system. The contractor must provide one dedicated account manager.	X	
84.	The contractor must provide a detail sheet for any problems reported by the janitorial crews.	X	
85.	The janitorial supervisors must be provided with a cell phone and/or pager capabilities in the event of an emergency or immediate need that is to be reported to City of Huntsville General Services Office, (256) 427-5660 (i.e. stopped up commode) etc.	X	
86.	In the event that the janitorial staff discovers any maintenance emergencies, such discoveries must be reported to the City of Huntsville General Services Office at 256-427-5660.	X	
	PERSONNEL EXPECTATIONS		
87.	The City may also request the Contractor to immediately remove a worker from the work site(s) should it be determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing their duties during their employment. The Contractor must comply with these requests and provide replacement personnel immediately. The City retains the right, however, to permanently remove any employee from performing duties under this contract should the employee performance so warrant. In the event an employee through negligence or willful misconduct causes damage(s) to the real property or causes injuries to any person, the City of Huntsville and Contractor will jointly investigate claim and attempt to reach a mutually beneficial resolution with the property owner, or individual. However, in all instances, the City of Huntsville or its assigned representative shall retain the right to make final determination of fault and responsibility.	X	
88.	Upon termination of the contract, the Contractor shall render an accounting of all access cards and keys, which has come into his possession under this contract. Lost or stolen keys may be subject to a fee for replacement or rekeying for unreturned keys. The Contractor shall be responsible for the safeguard and protection of City Property and shall be responsible for reporting to the General Services Representative the malfunctioning or disrepair of any City equipment used by the Contractor. The	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Contractor shall not undertake the repair of City furnished property; if the Contractor does so, he shall be liable for all damages and repair costs. The Contractor shall assure all property used for this contract is used with appropriate safety measures and safeguard at all times.	X	
89.	For clarification, a determination that an employee is unfit may be made for, but not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below: A. Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks. B. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient operations of the City. C. Theft, vandalism, immoral conduct, or any other criminal actions. D. Selling, consuming, or being under the influence of, or impaired by intoxicants, drugs or substances which produce similar effects. E. Improper use of official authority or credentials. F. Unauthorized use of communications equipment or City property. G. Unauthorized equipment abandonment. H. Failure to follow safety guidelines as directed. I. Possessing a weapon on-person and/or on City property.	X	
90.	In the event of an on-duty accident which causes personal injury or property damage, the worker must consent to drug and alcohol testing immediately subsequent to the accident if the judgement of the City, such testing is deemed necessary.	X	
91.	All accidents and incidents should be recorded immediately in a written Accident/Incident Report. This report should contain an Accident/Incident Report Number, name of the person reporting and name of victim. Accidents and incidents requiring immediate attention should be properly reported to the General Services Director or his agent. The following are examples of accidents and incidents which should be recorded using this report and notify the proper authority: A. Fire, smoke, and other safety hazards B. Damage to equipment and loss of property C. Mechanical malfunctions D. Acts of vandalism or property damage E. All accidents or injuries F. Policy violations G. Incidents involving property damage and/or personal injury.	X	
92.	Items to be furnished by the City of Huntsville: A. Keys and Access cards to provide services at each location. B. Building utilities and services will be afforded to the Contractor's labor on duty, which includes the use of restrooms.	X	
L. REPAIR STATUS, WHEN A DELAY			
93.	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.	X	
M. EXECUTION OF WORK			
94.	When possible and practical, Janitorial Supervisor will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work is performed outside of normal scope. The estimate must be itemized including labor and materials. Any project, which is estimated at \$100,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	X	
95.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	N. RESPONSE TIME		
96.	The contractor shall have personnel available to provide repair and/or maintenance services on a twenty-four (24) hour a day, seven (7) days a week basis.	X	
97.	All work shall be started within one (1) hour for emergencies and twenty-four (24) hours for non-emergencies after notification to proceed unless further delay is authorized by General Services. All such work shall be completed in accordance with the compilation schedule submitted as part of the written estimate.	X	
98.	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.	X	
	O. INSPECTION AND ACCEPTANCE		
99.	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of General Services. General Services Management will approve a record of time and materials used for the job as maintained by the contractor, and state on the invoice that they inspected and accepted the work performed.	X	
	P. CALL BACK SERVICES		
100.	Call back service for previous maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized.	X	
	Q. ALLOWANCE OF IN-HOUSE WORK		
101.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	X	
	R. MATERIALS & EQUIPMENT		
102.	New or added materials or equipment installed shall be invoiced at the Contractor's actual cost to include any and all discounts offered by their supplier. The Contractor must furnish all labor, tools, materials, equipment and subcontractor work required to provide all required services as outlined in this IFB. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or equipment. The successful bidder shall furnish materials unless otherwise directed by the City of Huntsville. Such materials, equipment rental and subcontractor work not required for base bid scope of work shall be itemized and billed at the bidder's actual cost plus ten percent (10%). A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	X	
103.	If during the term of the contract and extension(s) thereto, regulations are passed which require the contractor to purchase or obtain equipment that is necessary for compliance of those regulations in relation to the trade, the contractor shall obtain the required equipment at no liability to the City.	X	
104.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	S. SUMMARY REPORT		
105.	Using the Summary Report the contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	X	
	T. INVOICING		
106.	The contractor will invoice the City on a job-by-job/project basis to include a copy of the Summary report. The contractor's invoice shall contain a complete account of all activity for that job/project, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or nonstock items as specified in the resulting contract. All freight charges must be approved by the City in advance. All items that come from stock must be approved along with the price. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly).	X	
107.	Original invoices shall be submitted at the completion of each job with the following information: City of Huntsville Finance Department – Accounts Payable Division P.O. Box 308 Huntsville, Alabama 35801 accountspayable@huntsvilleal.gov 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	
108.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	X	
	U. LABOR CHARGES		
109.	The City does not pay overtime or holiday pay.	X	
110.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	X	
	V. TRAVEL TIME		
111.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	
	W. HOUR ROUNDING		
112.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	X. EXCESS PROJECT AMOUNT		
113.	When practical, a Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the contractor must obtain approval from the requesting department prior to beginning work. Any project which is estimated to exceed \$100,000.00 in cost will be	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	subject to a separate competitive bid. No project shall be split in order to avoid this limitation.		
	Y. FAILURE FORM		
114.	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.	X	
115.	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	X	
	Z. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS		
116.	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	X	
	AA. TERMINATION FOR DEFAULT		
117.	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	X	
	BB. TERMINATION FOR CAUSE OR CONVENIENCE		
118.	If the City of Huntsville elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	X	
119.	The chosen bidder shall be required to give the City of Huntsville 90 days' notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	X	
	CC. 24 HOUR CONTACT		
120.	Provide 3 contact names listing each 24-hour phone numbers.		
121.	Contact #1: Name: John Williams Phone Number(s): 256-682-3677		
122.	Contact #2: Name: Marcus Moore Phone Number(s): 256-969-7997		
123.	Contact #3: Name: Lee Weeks Phone Number(s): 256-527-5177		
	DD. REFERENCES		
124.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.		
125.	Company Name: City of Huntsville Contact Name: Dewey Mefford Address: 112 Spragins St Phone Number: 256-534-1342 E-mail Address: dewey.mefford@hsvutil.org		
126.	Company Name: Crestwood Hospital Contact Name: Loyd Morrow Address: 1 Hospital Dr Phone Number: 256-656-3798 E-mail Address: loyd.morrow@crestwoodmedcenter.com		
127.	Company Name: Gannett Biochem Contact Name: Cindy Hymer		

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Address: 1112 Church St Phone Number: 256-512-9200 E-mail Address: chymer@gannettbiochem.com		

This Detailed Requirement Checklist Form is hereby submitted by the undersigned:

Office Pride of North Alabama, Inc

Lee Weeks, President

Printed legal name of Bidder

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


Signature

April 10, 2026

Date

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Office Pride of North Alabama, Inc

Doing-Business-As Name of Proposer:

Office Pride of Huntsville

Principal Office Address:

3411 Triana Blvd SW STE D

Huntsville, AL 35805

Telephone Number: 256-539-7775

Fax Number: 256-539-7790

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

Corporation ☒ X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 11-06-2003

Location of incorporation: Madison County AL

The corporation is held: Publicly ☐ Privately ☒ X

Names and titles of corporate officers:

Forrest L Weeks, President

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

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

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

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

3. CONTRACTOR E-VERIFY - NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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 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

Lee Weeks
Print or Type name of Proposer

April 10, 2026
Date

Office Pride of North Alabama, Inc
Legal Name of Firm

3411 Triana Blvd SW
Mailing Address

Huntsville Al 35805
City State Zip Code

256-539-7775 256-539-7790
Phone Fax

leeweeks@officepride.com
E-mail Address

OfficePride.com/Huntsville
Website Address

APPENDIX D

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Office Pride of North Alabama, Inc DBA Office Pride
- City of Huntsville current taxpayer identification number (if available): 18935
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: 232-334
☐ 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: Forrest Weeks Title (if applicable): President

Type or legibly write name: Forrest Weeks Date: April 10, 2026



Alabama Secretary of State



Office Pride of North Alabama, Inc.

Entity ID Number	000-232-334
Entity Type	Domestic Corporation
Principal Address	BROWNSBORO, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	12/02/2003
Registered Agent Name	WEEKS, FORREST L
Registered Office Street Address	2320-A MEMORIAL PARKWAY SW HUNTSVILLE, AL 35801
Registered Office Mailing Address	2320-A MEMORIAL PARKWAY SW HUNTSVILLE, AL 35801
Nature of Business	OPERATE A JANITORIAL BUSINESS
Capital Authorized	\$1,000
Capital Paid In	---
Incorporators	
Incorporator Name	HOPKINS, TROY F
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	2003 2004 2005 2006 2007 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	05/26/2015
Agent Mailing Address Changed From	* Added
Transaction Date	05/26/2015
Registered Agent Changed From	HOPKINS, TROY F 5732 HWY 431 S BROWNSBORO, AL 35741

Office Pride of North Alabama, Inc.

Scanned Documents	
Document Date / Type / Pages	<u>12/02/2003</u> <u>Certificate of Formation</u> <u>4 pgs.</u>
Document Date / Type / Pages	<u>05/26/2015</u> <u>Registered Agent Change</u> <u>2 pgs.</u>

Browse Results

New Search



Company ID Number: __19170__

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

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

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

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in

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

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

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

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

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

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

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

and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

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

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

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

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other

materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

the contract, whichever is later.

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

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

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

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

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

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

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

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

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

other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

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

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

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination

notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

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

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

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

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

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

that more than 10 days is necessary.

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

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

B. REFERRAL TO DHS

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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

B. TERMINATION

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

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each

other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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

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

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

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

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

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

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

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Signature	Date

Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	
Employer Identification Number:	
North American Industry Classification Systems Code:	
Parent Company:	
Number of Employees:	
Number of Sites Verified for:	



Company ID Number:19170

Client Company ID Number:1811573

Employer OFFICE PRIDE OF NORTH ALABAMA	
Name (Please Type or Print) Lee Weeks	Title
Signature Electronically Signed	Date March 21, 2022
E-Verify Employer Agent NCYCLES	
Name (Please Type or Print) Stacy Shaffer	Title
Signature Electronically Signed	Date March 21, 2022
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date March 21, 2022



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 4/22/26
FROM: John Lang **DEPT:** General Services
BID #: 42-2026-14 **COMMODITY/SERVICE:** Air Filtration Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Filter Pro USA, LLC.

RECOMMENDATION: The General Services Department recommends Filter Pro USA, LLC.
for the Air filtration Services bid.

DESCRIPTION	PRICE	UOM	COMMENT
See Pricing Sheet			

INITIAL PURCHASE: TBD
FUNDING SOURCE: 1000-14-14300-513010-0000000
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

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

John Lang Digitally signed by John Lang
Date: 2026.04.22 08:05:17 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2026.04.22 09:02:38 -05'00'

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



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
Filter Pro USA, LLC in the approximate amount
(Vendor/Contractor Name)

of **As Required** for **Air Filtration Services** to be
(Contract Amount) (Project Name)

awarded **May 14, 2026**, was let in compliance with the Code, Title 39 and all
(Council Date)

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

City of Huntsville, Alabama

BY: **Rachel Biggs** Digitally signed by Rachel Biggs
Date: 2026.04.22 13:13:32 -05'00'
(Signature)

Rachel Biggs
(Printed Name)

ITS: **Deputy Finance Director**
(Title)

DATE: **4/22/2026**

APPENDIX B

BID PROPOSAL AND PRICING FORM

It is the intent of the City of Huntsville to award this contract in whole; therefore, it is imperative that each vendor submits a bid for each item. Failure to do so may preclude further consideration. 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: Addendum 1 and 2

****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.

Brian Pearson
Signature of the Proposer

Brian Pearson
Print or Type Name of Proposer

4/13/2016
Date

Filter Pro USA LLC
Legal Name of Firm

4510 Helton Drive
Mailing Address

Florence AL 35630
City, State, Zip Code

Ops@Filterpro.com
Email Address

COH Code	Building	Address	Qty New	Filter Code	Description	Frequency		
001	ADMINISTRATION BUILDING	305 FOUNTAIN CIR.	58	FPPLYM8AMT2	20.0 X 25.0 X 2.0	60		
001	ADMINISTRATION BUILDING		58	FPPLTM8S4	20.0 X 25.0 X 4.0	60		
001	ADMINISTRATION BUILDING		34	FPPLTM8S4	16.0 X 20.0 X 4.0	60		
001	ADMINISTRATION BUILDING		34	FPPLYM8AMT2	16.0 X 20.0 X 2.0	60		
001	ADMINISTRATION BUILDING		1	FPPLYM8AMT1	10.0 X 63.0 X 1.0	60		
001	ADMINISTRATION BUILDING		34	FPPLYM8AMT2	16.0 X 20.0 X 2.0	60		
001	ADMINISTRATION BUILDING		58	FPPLYM8AMT2	16.0 X 25.0 X 2.0	60		
001	ADMINISTRATION BUILDING		37	FPPLTM8S4	16.0 X 25.0 X 4.0	60		
001	ADMINISTRATION BUILDING		10	FPPLTM8S4	20.0 X 24.0 X 4.0	60		
001	ADMINISTRATION BUILDING		10	FPPLYM8AMT2	20.0 X 24.0 X 4.0	60		
001	ADMINISTRATION BUILDING		2	FPPLYM8AMT1	10.0 X 54.0 X 1.0	60		
							Total Annual Cost	
							\$ 17,816.82	Monthly Invoice
								\$ 1,484.74
003	OLD FEDERAL COURTHOUSE	101 HOLMES AVE	8	FPPLYM8AMT2	16.0 X 20.0 X 2.0	60		
	OLD FEDERAL COURTHOUSE		10	FPWASHOUT		60		
	OLD FEDERAL COURTHOUSE		5	FPPLTM8S2	16.0 X 20.0 X 2.0	60		
	OLD FEDERAL COURTHOUSE		3	FPPLTM8S2	20.0 X 20.0 X 2.0	60		
	OLD FEDERAL COURTHOUSE		5	FPPLTM8S4	16.0 X 20.0 X 4.0	60		
	OLD FEDERAL COURTHOUSE		3	FPPLTM8S4	20.0 X 20.0 X 4.0	60		
	OLD FEDERAL COURTHOUSE		6	FPPLTM8S4	24.0 X 24.0 X 4.0	60		
	OLD FEDERAL COURTHOUSE		2	FPPLTM8S4	12.0 X 24.0 X 4.0	60		
							Total Annual Cost	
							\$ 2,508.24	Monthly Invoice
								\$ 209.02
008	PUBLIC WORKS ADMINISTRATION	4209 E SCHRIMSHER LN SW	2	PBVP1	20.0 X 20.0 X 1.0	60		
008	PUBLIC WORKS ADMINISTRATION		10	PBVP2	16.0 X 25.0 X 2.0	60		
008	PUBLIC WORKS ADMINISTRATION		2	PBVP2	17.0 X 25.0 X 2.0	60		
008	PUBLIC WORKS ADMINISTRATION		3	PBVP2	18.0 X 18.0 X 2.0	60		
008	PUBLIC WORKS ADMINISTRATION		3	PBVP2	18.0 X 24.0 X 2.0	60		
008	PUBLIC WORKS ADMINISTRATION		2	PBVP2	20.0 X 20.0 X 2.0	60		
008	PUBLIC WORKS ADMINISTRATION		6	PBVP2	20.0 X 25.0 X 2.0	60		
							Total Annual Cost	
							\$ 1,148.84	Monthly Invoice
								\$ 95.74
015	MAPLE HILL CEMETARY OFFICE	203 MAPLE HILL ST SE	1	FPPLY	18.0 X 23.0 X 1.0	60		
015	MAPLE HILL CEMETARY OFFICE		3	FPPLY	20.0 X 20.0 X 1.0	60		
							Total Annual Cost	
							\$ 180.92	Monthly Invoice
								\$ 15.08
016	DOT & CONVENTION VISITORS BUREAU	500 CHURCH ST	3	FPPLT	14.0 X 25.0 X 1.0	60		
016	DOT & CONVENTION VISITORS BUREAU		6	FPPLT	15.0 X 20.0 X 1.0	60		
016	DOT & CONVENTION VISITORS BUREAU		4	FPPLT	16.0 X 24.0 X 2.0	60		
016	DOT & CONVENTION VISITORS BUREAU		4	FPPLY	16.0 X 25.0 X 2.0	60		
016	DOT & CONVENTION VISITORS BUREAU		4	FPPLT	16.0 X 20.0 X 2.0	60		
016	DOT & CONVENTION VISITORS BUREAU		5	FPPLT	20.0 X 20.0 X 2.0	60		
016	DOT & CONVENTION VISITORS BUREAU		4	FPPLY	20.0 X 25.0 X 2.0	60		
016	DOT & CONVENTION VISITORS BUREAU		2	FPPLY	24.0 X 24.0 X 2.0	60		
016	DOT & CONVENTION VISITORS BUREAU		2	FPPLY	20.0 X 20.0 X 2.0	60		
016	DOT & CONVENTION VISITORS BUREAU		4	FPPLY	20.0 X 35.0 X 2.0	60		
016	DOT & CONVENTION VISITORS BUREAU		1	FPWASHOUT	WASHOUT	60		
							Total Annual Cost	
							\$ 2,556.62	Monthly Invoice
								\$ 213.05
024	INTERNAL AFFAIRS	820 NORTH MEMORIAL PKWY	1	PBVP1	20.0 X 25.0 X 1.0	60		
024	INTERNAL AFFAIRS		1	PBVP1	20.0 X 24.0 X 1.0	60		
							Total Annual Cost	
							\$ 75.72	Monthly Invoice
								\$ 6.31
027	GENERAL SERVICES ADMIN BUILDING	615 WASHINGTON ST NW	3	PBVP1	20.0 X 20.0 X 1.0	60		
027	GENERAL SERVICES ADMIN BUILDING		2	PBVP2	16.0 X 25.0 X 2.0	60		

027	GENERAL SERVICES ADMIN BUILDING	1 WSHMF	10.0 X 15.0	60			
027	GENERAL SERVICES ADMIN BUILDING	2 WSHMF	12.0 X 14.0 X 0.4	60			
027	GENERAL SERVICES ADMIN BUILDING	1 WSHMM	12.0 X 24.0 X 0.4	60			
027	GENERAL SERVICES ADMIN BUILDING	1 WSHMM	16.0 X 24.0 X 0.4	60			
027	GENERAL SERVICES ADMIN BUILDING	1 WSHMM	12.0 X 20.0 X 0.4	60			
Total Annual Cost					\$	391.86	Monthly Invoice
							\$ 32.66
029	TRAFFIC ENGINEERING	4 PBYP2	16.0 X 20.0 X 2.0	60			
029	TRAFFIC ENGINEERING	4 PBYP2	16.0 X 25.0 X 2.0	60			
029	TRAFFIC ENGINEERING	2 WASH	Server Room	60			
Total Annual Cost					\$	413.08	Monthly Invoice
							\$ 34.42
030	LOWE MILL COMPLEX	3 PBYP1	16.0 X 25.0 X 1.0	60			
030	LOWE MILL COMPLEX	2 PBYP1	24.0 X 24.0 X 1.0	60			
030	LOWE MILL COMPLEX	7 PBYP1	20.0 X 25.0 X 1.0	60			
030	LOWE MILL COMPLEX	8 PBYP1	16.0 X 20.0 X 2.0	60			
030	LOWE MILL COMPLEX	5 PBYP2	16.0 X 25.0 X 2.0	60			
Total Annual Cost					\$	1,827.98	Monthly Invoice
							\$ 152.33
036	LANDSCAPE MAIN OFFICE	10 PBYP1	22.0 X 22.0 X 1.0	60			
Total Annual Cost					\$	378.60	Monthly Invoice
							\$ 31.55
101	FIRE STATION 1 \ WEST POLICE PRECINCT	15 PBYP1	20.0 X 20.0 X 1.0	30			
101	FIRE STATION 1 \ WEST POLICE PRECINCT	4 PBYP2	16.0 X 20.0 X 2.0	30			
101	FIRE STATION 1 \ WEST POLICE PRECINCT	12 PBYP1	16.0 X 25.0 X 1.0	30			
101	FIRE STATION 1 \ WEST POLICE PRECINCT	11 WASH	Wash Out Filter	30			
101	FIRE STATION 1 \ WEST POLICE PRECINCT	5 Pre Filter *	24.0 X 24.0 X 4.0 Pleate	90			
101	FIRE STATION 1 \ WEST POLICE PRECINCT	5 High Eff Part **	24.0 X 25.0 X 12.0	Once			
101	FIRE STATION 1 \ WEST POLICE PRECINCT	5 Gas-Phase ***	24.0 X 24.0 X 12.0	Once			
Total Annual Cost					\$	6,040.86	Monthly Invoice
							\$ 503.41
102	FIRE STATION 2	1 PBYP1	16.0 X 25.0 X 1.0	30			
102	FIRE STATION 2	1 PBYP1	20.0 X 24.0 X 1.0	30			
102	FIRE STATION 2	2 Pre Filter *	24.0 X 24.0 X 4.0 Pleate	90			
102	FIRE STATION 2	2 High Eff Part **	24.0 X 25.0 X 12.0	Once			
102	FIRE STATION 2	2 Gas-Phase ***	24.0 X 24.0 X 12.0	Once			
Total Annual Cost					\$	1,360.64	Monthly Invoice
							\$ 113.39
103	FIRE STATION 3	1 PBYP1	18.0 X 30.0 X 1.0	30			
103	FIRE STATION 3	2 PBYP1	20.0 X 20.0 X 1.0	30			
103	FIRE STATION 3	2 PNGRD	RC12/1.50 3-5 TON	180			
103	FIRE STATION 3	2 Pre Filter *	24.0 X 24.0 X 4.0 Pleate	90			
103	FIRE STATION 3	2 High Eff Part **	24.0 X 25.0 X 12.0	Once			
103	FIRE STATION 3	2 Gas-Phase ***	24.0 X 24.0 X 12.0	Once			
Total Annual Cost					\$	1,436.36	Monthly Invoice
							\$ 119.70
104	FIRE STATION 4	1 PBYP1	18.0 X 25.0 X 1.0	30			
104	FIRE STATION 4	1 PBYP1	20.0 X 25.0 X 1.0	30			
104	FIRE STATION 4	2 PNGRD	RC12/1.50 3-5 TON	180			
104	FIRE STATION 4	2 Pre Filter *	24.0 X 24.0 X 4.0 Pleate	90			
104	FIRE STATION 4	2 High Eff Part **	24.0 X 25.0 X 12.0	Once			
104	FIRE STATION 4	2 Gas-Phase ***	24.0 X 24.0 X 12.0	Once			
Total Annual Cost					\$	1,360.64	Monthly Invoice
							\$ 113.39
105	FIRE STATION 5	2 PBYP1	24.0 X 24.0 X 1.0	30			
105	FIRE STATION 5	1 PNGRD	RC12/1.50 3-5 TON	180			
105	FIRE STATION 5	2 Pre Filter *	24.0 X 24.0 X 4.0 Pleate	90			

105	FIRE STATION 5	2 High Eff Part **	24.0 X 25.0 X 12.0	Once	Total Annual Cost	Monthly Invoice
105	FIRE STATION 5	2 Gas-Phase ***	24.0 X 24.0 X 12.0	Once	\$ 1,255.44	\$ 104.62
106	FIRE STATION 6	4 PBVP2	16.0 X 20.0 X 2.0	30		
106	FIRE STATION 6	4 PBVP2	16.0 X 25.0 X 2.0	30		
106	FIRE STATION 6	20 WASH		30		
106	FIRE STATION 6	3 Pre Filter *	24.0 X 24.0 X 4.0 Pleate	90		
106	FIRE STATION 6	3 Gas-Phase ***	24.0 X 24.0 X 12.0	Once	Total Annual Cost	Monthly Invoice
107	FIRE STATION 7	3 PBVP1	22.0 X 24.0 X 1.0	30	\$ 3,599.82	\$ 299.99
107	FIRE STATION 7	2 WASH		30		
107	FIRE STATION 7	3 Pre Filter *	24.0 X 24.0 X 4.0 Pleate	90		
107	FIRE STATION 7	3 High Eff Part **	24.0 X 25.0 X 12.0	Once		
107	FIRE STATION 7	3 Gas-Phase ***	24.0 X 24.0 X 12.0	Once	Total Annual Cost	Monthly Invoice
108	FIRE STATION 8	1 PBVP1	24.0 X 30.0 X 1.0	30	\$ 2,128.74	\$ 177.40
108	FIRE STATION 8	1 PNGRD	RC12/1.50 3-5 TON	180		
108	FIRE STATION 8	3 Pre Filter *	24.0 X 24.0 X 4.0 Pleate	90		
108	FIRE STATION 8	3 High Eff Part **	24.0 X 25.0 X 12.0	Once		
108	FIRE STATION 8	3 Gas-Phase ***	24.0 X 24.0 X 12.0	Once	Total Annual Cost	Monthly Invoice
109	FIRE STATION 9	1 PBVP1	24.0 X 24.0 X 1.0	30	\$ 1,992.04	\$ 166.00
109	FIRE STATION 9	2 Pre Filter *	24.0 X 24.0 X 4.0 Pleate	90		
109	FIRE STATION 9	2 High Eff Part **	24.0 X 25.0 X 12.0	Once		
109	FIRE STATION 9	2 Gas-Phase ***	24.0 X 24.0 X 12.0	Once	Total Annual Cost	Monthly Invoice
110	FIRE STATION 10	8 PBVP1	16.0 X 16.0 X 2.0	30	\$ 1,387.44	\$ 115.62
110	FIRE STATION 10	8 PBVP2	16.0 X 16.0 X 2.0	30		
110	FIRE STATION 10	2 Pre Filter *	24.0 X 24.0 X 4.0 Pleate	90		
110	FIRE STATION 10	2 High Eff Part **	24.0 X 25.0 X 12.0	Once		
110	FIRE STATION 10	2 Gas-Phase ***	24.0 X 24.0 X 12.0	Once	Total Annual Cost	Monthly Invoice
111	FIRE STATION 11	1 PBVP2	20.0 X 25.0 X 2.0	30	\$ 1,836.70	\$ 153.06
111	FIRE STATION 11	1 PBVP2	16.0 X 20.0 X 2.0	30		
111	FIRE STATION 11	2 Pre Filter *	24.0 X 24.0 X 4.0 Pleate	90		
111	FIRE STATION 11	2 High Eff Part **	24.0 X 25.0 X 12.0	Once		
111	FIRE STATION 11	2 Gas-Phase ***	24.0 X 24.0 X 12.0	Once	Total Annual Cost	Monthly Invoice
112	FIRE STATION 12	2 PBVP1	24.0 X 24.0 X 1.0	30	\$ 1,340.28	\$ 111.69
112	FIRE STATION 12	1 PNGRD	RC12/1.50 3-5 TON	180		
112	FIRE STATION 12	2 PWMASHOUT		30		
112	FIRE STATION 12	3 Pre Filter *	24.0 X 24.0 X 4.0 Pleate	90		
112	FIRE STATION 12	3 High Eff Part **	24.0 X 25.0 X 12.0	Once		
112	FIRE STATION 12	3 Gas-Phase ***	24.0 X 24.0 X 12.0	Once	Total Annual Cost	Monthly Invoice
114	FIRE STATION 14	1 PBVP1	16.0 X 25.0 X 1.0	30	\$ 2,067.76	\$ 172.31
114	FIRE STATION 14	1 PBVP1	20.0 X 25.0 X 1.0	30		
114	FIRE STATION 14	2 Pre Filter *	24.0 X 24.0 X 4.0 Pleate	90		
114	FIRE STATION 14	2 High Eff Part **	24.0 X 25.0 X 12.0	Once		

114	FIRE STATION 14	2 Gas-Phase ***	24.0 X 24.0 X 12.0	Once	Total Annual Cost \$ 1,331.16	Monthly Invoice \$ 110.93
115	FIRE STATION 15	2 PBVP1	16.0 X 20.0 X 1.0	30		
115	FIRE STATION 15	1 PBVP1	20.0 X 24.0 X 1.0	30		
115	FIRE STATION 15	2 Pre Filter *	24.0 X 24.0 X 4.0 Pleate	90		
115	FIRE STATION 15	2 High Eff Part **	24.0 X 25.0 X 12.0	Once		
115	FIRE STATION 15	2 Gas-Phase ***	24.0 X 24.0 X 12.0	Once	Total Annual Cost \$ 1,406.88	Monthly Invoice \$ 117.24
116	FIRE STATION 16	1 PBVP1	20.0 X 20.0 X 1.0	30		
116	FIRE STATION 16	2 Pre Filter *	24.0 X 24.0 X 4.0 Pleate	90		
116	FIRE STATION 16	2 High Eff Part **	24.0 X 25.0 X 12.0	Once		
116	FIRE STATION 16	2 Gas-Phase ***	24.0 X 24.0 X 12.0	Once	Total Annual Cost \$ 1,255.44	Monthly Invoice \$ 104.62
117	FIRE STATION 17	1 PBVP1	20.0 X 20.0 X 1.0	30		
117	FIRE STATION 17	2 Pre Filter *	24.0 X 24.0 X 4.0 Pleate	90		
117	FIRE STATION 17	2 High Eff Part **	24.0 X 25.0 X 12.0	Once		
117	FIRE STATION 17	2 Gas-Phase ***	24.0 X 24.0 X 12.0	Once	Total Annual Cost \$ 1,255.44	Monthly Invoice \$ 104.62
118	FIRE STATION 18	6 PBVP1	16.0 X 25.0 X 1.0	30		
118	FIRE STATION 18	18 WASH		30		
118	FIRE STATION 18	2 PNGRD	RC12/1.50 3-5 TON	180		
118	FIRE STATION 18	2 Pre Filter *	24.0 X 24.0 X 4.0 Pleate	90		
118	FIRE STATION 18	2 High Eff Part **	24.0 X 25.0 X 12.0	Once		
118	FIRE STATION 18	2 Gas-Phase ***	24.0 X 24.0 X 12.0	Once	Total Annual Cost \$ 3,135.08	Monthly Invoice \$ 261.26
119	FIRE STATION 19	8 PBVP2	15.0 X 20.0 X 2.0	30		
119	FIRE STATION 19	26 WASH		30		
119	FIRE STATION 19	2 Pre Filter *	24.0 X 24.0 X 4.0 Pleate	30		
119	FIRE STATION 19	2 High Eff Part **	24.0 X 24.0 X 12.0	Once		
119	FIRE STATION 19	2 Gas-Phase ***	24.0 X 24.0 X 12.0	Once	Total Annual Cost \$ 3,537.96	Monthly Invoice \$ 294.83
120	FIRE STATION 20	21 FPMWASHOUT	24.0 X 24.0 X 12.0	30		
120	FIRE STATION 20	2 FPP1TM8S4	24.0 X 24.0 X 12.0	30		
120	FIRE STATION 20	2 FPUXLHM148P	24.0 X 24.0 X 12.0	30		
120	FIRE STATION 20	2 FPUCELKCRBN	24.0 X 24.0 X 12.0	30		
120	FIRE STATION 20	2 FPP1TM8S2	26.0 X 27.5 X 2.0	30		
					Total Annual Cost \$ 3,065.80	Monthly Invoice \$ 255.48
134	MUNICIPAL JUSTICE	20 PBVP2	12.0 X 24.0 X 2.0	60		
134	MUNICIPAL JUSTICE	1 PBVP2	16.0 X 25.0 X 2.0	60		
134	MUNICIPAL JUSTICE	2 PBVP2	20.0 X 25.0 X 2.0	60		
134	MUNICIPAL JUSTICE	55 PBVP2	24.0 X 24.0 X 2.0	60		
134	MUNICIPAL JUSTICE	1 RPPS4	20.0 X 25.0 X 4.0	120		
134	MUNICIPAL JUSTICE	20 RP6SH	12.0 X 24.0 X 12.0	365		
134	MUNICIPAL JUSTICE	55 RP6SH	24.0 X 24.0 X 12.0	365		
					Total Annual Cost \$ 10,456.20	Monthly Invoice \$ 871.35
135	ANIMAL SERVICES	4 FPPOLY	16.0 X 25.0 X 1.0	30		
135	ANIMAL SERVICES	1 FPPOLY	16.0 X 30.0 X 1.0	30		
135	ANIMAL SERVICES	36 FPPOLY	20.0 X 20.0 X 2.0	30		

425	POLICE SUPPLY	704 FIBER ST	1 PBVP1	20.0 X 20.0 X 1.0	60	Total Annual Cost	Monthly Invoice
			1 PBVP1	24.0 X 24.0 X 1.0	60	\$ 66.00	\$ 5.50
425	POLICE SUPPLY				60	Total Annual Cost	Monthly Invoice
					60	\$ 105.20	\$ 8.77
426	POLICE ITS	707 FIBER STREET	4 PBVP1	20.0 X 20.0 X 1.0	60	Total Annual Cost	Monthly Invoice
426	POLICE ITS		3 PBVP1	21.0 X 21.0 X 1.0	60		
426	POLICE ITS		1 PBVP2	24.0 X 24.0 X 4.0	60	\$ 345.36	\$ 28.78
432	FLEET SERVICES	2739 JOHNSON ROAD SW	2 PBVP1	16.0 X 24.0 X 1.0	60	Total Annual Cost	Monthly Invoice
432	FLEET SERVICES		1 PBVP1	16.0 X 25.0 X 1.0	60		
432	FLEET SERVICES		1 PBVP1	18.0 X 24.0 X 1.0	60	Total Annual Cost	Monthly Invoice
432	FLEET SERVICES		3 PBVP1	20.0 X 25.0 X 1.0	60	\$ 113.58	\$ 9.47
432	FLEET SERVICES		24 PBVP2	12.0 X 25.0 X 2.0	60	Total Annual Cost	Monthly Invoice
432	FLEET SERVICES		6 PBVP2	16.0 X 25.0 X 2.0	60	\$ 75.72	\$ 6.31
432	FLEET SERVICES		1 PBVP2	16.0 X 28.0 X 2.0	60	Total Annual Cost	Monthly Invoice
432	FLEET SERVICES		10 PBVP2	16.0 X 32.0 X 2.0	60	\$ 75.72	\$ 6.31
432	FLEET SERVICES		4 PBVP2	20.0 X 25.0 X 2.0	60	Total Annual Cost	Monthly Invoice
432	FLEET SERVICES		6 WASH	Air Compressor Washable	60		
432	FLEET SERVICES		4 WASH	Washable Filters	60	Total Annual Cost	Monthly Invoice
432	FLEET SERVICES		6 PNGRD	RC12/1.50 3-5 TON	180	\$ 3,252.42	\$ 271.04
440	LANDSCAPE HORTICULTURE	2405 NINTH AVENUE	2 PBVP1	20.0 X 20.0 X 1.0	60	Total Annual Cost	Monthly Invoice
440	LANDSCAPE HORTICULTURE		1 PBVP1	20.0 X 30.0 X 1.0	60	\$ 113.58	\$ 9.47
462	FLEET SMALL ENGINES	3242 B LEEEMAN FERRY ROAD	2 PBVP1	20.0 X 20.0 X 1.0	60	Total Annual Cost	Monthly Invoice
463	WAREHOUSE C	3242-C LEEEMAN FERRY ROAD	2 PBVP1	24.0 X 30.0 X 1.0	60	Total Annual Cost	Monthly Invoice
466	WAREHOUSE F	3242-F LEEEMAN FERRY ROAD	2 PBVP1	20.0 X 30.0 X 1.0	60	Total Annual Cost	Monthly Invoice
466	WAREHOUSE F		2 WASH		60	\$ 75.72	\$ 6.31
471	CSI WAREHOUSE	616 WHEELER AVE	4 Meine 8 Insert	20.0 X 25.0 X 2.0	60	Total Annual Cost	Monthly Invoice
471	CSI WAREHOUSE		2 WASHOUT		60	\$ 97.72	\$ 8.14
472	HPD SHOOTING RAGE	325 Wall Triana Hwy	4 FPPOLY	16.0 X 25.0 X 2.0	60	Total Annual Cost	Monthly Invoice
472	HPD SHOOTING RAGE		16 FPPOLY	20.0 X 25.0 X 2.0	60	\$ 226.56	\$ 18.88
472	HPD SHOOTING RAGE		4 FPPOLY	20.0 X 20.0 X 2.0	60	Total Annual Cost	Monthly Invoice
476	PUBLIC SAFETY TRAINING FACILITY	5365 TRIANA BLVD	1 FPPLT	18.0 X 25.0 X 1.0	60	\$ 963.36	\$ 80.28
476	PUBLIC SAFETY TRAINING FACILITY		4 FPPLT	20.0 X 25.0 X 1.0	60		
476	PUBLIC SAFETY TRAINING FACILITY		8 FPPLT	16.0 X 25.0 X 1.0	60	Total Annual Cost	Monthly Invoice
476	PUBLIC SAFETY TRAINING FACILITY		4 FPPLT	20.0 X 20.0 X 2.0	60	\$ 301.19	
476	PUBLIC SAFETY TRAINING FACILITY		10 FPPLT	24.0 X 24.0 X 1.0	60		
476	PUBLIC SAFETY TRAINING FACILITY		28 FPPLT	20.0 X 25.0 X 2.0	60	Total Annual Cost	Monthly Invoice
479	CSI OFFICE	614 WHEELER AVE	6 Merv 8 Pleat	18.0 X 24.0 X 4.0	60	\$ 3,614.28	\$ 301.19

479	CSI OFFICE			2	Merv 8 Pleat	20.0 x 24.0 x 4.0	60		
479	CSI OFFICE			12	Merv 8 Pleat	20.0 x 25.0 x 4.0	60		
479	CSI OFFICE			6	Merv 8 Insert	18.0 x 24.0 x 2.0	60		
479	CSI OFFICE			6	Merv 8 Insert	20.0 x 24.0 x 2.0	60		
479	CSI OFFICE			12	Merv 8 Insert	20.0 x 25.0 x 2.0	60		
479	CSI OFFICE			4	Merv 8 Insert	20.0 x 30.0 x 2.0	60		
479	CSI OFFICE			4	WASHOUT		60		
Total Annual Cost									
						\$ 2,862.72		Monthly Invoice	\$ 238.56
482	JOHN HUNT PARK MEET MANAGEMENT BUILDING	3730 RUSSELL BROWN DR		2	FPPLTM854	20.0 x 20.0 x 4.0	60		
				2	FPPLTM854	20.0 x 24.0 x 4.0	60		
Total Annual Cost									
						\$ 321.36		Monthly Invoice	\$ 26.78
483	JOHN HUNT PARK - LANDSCAPE BUILDING	1921 GOLF ROAD		1	POLY	25.0 x 25.0 x 1.0	60		
Total Annual Cost									
						\$ 37.86		Monthly Invoice	\$ 3.16
484	RAYMOND JONES COMMUNITY CENTER	2020 STEVE HETTINGER DR		29	FPWASHOUT	WASHOUT	30		
484	RAYMOND JONES COMMUNITY CENTER			4	FPPOLYM82	16.0 x 16.0 x 2.0	30		
484	RAYMOND JONES COMMUNITY CENTER			8	FPPOLYM82	20.0 x 20.0 x 2.0	30		
Total Annual Cost									
						\$ 1,438.68		Monthly Invoice	\$ 119.89
485	JOHN HUNT PARK - RECREATION CENTER	3035 LEEMAN FERRY RD		15	Merv 8 Insert	16.0 x 24.0 x 2.0	60		
485	JOHN HUNT PARK - RECREATION CENTER			10	Merv 8 Insert	18.0 x 24.0 x 2.0	60		
485	JOHN HUNT PARK - RECREATION CENTER			16	Merv 8 Insert	20.0 x 20.0 x 2.0	60		
485	JOHN HUNT PARK - RECREATION CENTER			64	Merv 8 Insert	20.0 x 24.0 x 2.0	60		
485	JOHN HUNT PARK - RECREATION CENTER			3	Merv 8 Insert	20.0 x 25.0 x 2.0	60		
485	JOHN HUNT PARK - RECREATION CENTER			12	Washable	Washable	60		
Total Annual Cost									
						\$ 4,731.12		Monthly Invoice	\$ 394.26
548	METRO KIWANIS SPORTSPLEX	3590 PATTON ROAD		5	PBYP1	16.0 x 25.0 x 1.0	60		
548	METRO KIWANIS SPORTSPLEX			1	PBYP1	20.0 x 30.0 x 1.0	60		
548	METRO KIWANIS SPORTSPLEX			1	PBYP1	20.0 x 20.0 x 1.0	60		
548	METRO KIWANIS SPORTSPLEX			1	PBYP1	21.0 x 25.0 x 1.0	60		
548	METRO KIWANIS SPORTSPLEX			1	WSHMF	14.0 x 19.0 x 1.0	60		
Total Annual Cost									
						\$ 335.88		Monthly Invoice	\$ 27.99
554	LORETTA SPENCER SPORTS COMPLEX	2151 JAYCEE WAY		3	FPPOLYM81	20.0 x 20.0 x 1.0	60		
554	LORETTA SPENCER SPORTS COMPLEX			3	FPPOLYM81	16.0 x 25.0 x 1.0	60		
554	LORETTA SPENCER SPORTS COMPLEX			1	FPPOLYM81	17.0 x 21.0 x 1.0	60		
554	LORETTA SPENCER SPORTS COMPLEX			1	FPPOLYM81	18.0 x 20.0 x 1.0	60		
554	LORETTA SPENCER SPORTS COMPLEX			38	FPWASHOUT		60		
Total Annual Cost									
						\$ 1,556.88		Monthly Invoice	\$ 129.74
570	MERRIMACK SOCCER COMPLEX	3501 TRIANA BLVD		2	PBYP1	20.0 x 20.0 x 1.0	60		
570	MERRIMACK SOCCER COMPLEX			1	PBYP1	22.0 x 24.0 x 1.0	60		
Total Annual Cost									
						\$ 173.16		Monthly Invoice	\$ 14.43
572	HUNTSVILLE TENNIS CENTER	2305 BECKY PERICE DR		2	FPPOLY	16.0 x 20.0 x 2.0	60		
572	HUNTSVILLE TENNIS CENTER			1	FPPOLY	20.0 x 22.0 x 1.0	60		
572	HUNTSVILLE TENNIS CENTER			2	FPPOLY	20.0 x 20.0 x 2.0	60		
572	HUNTSVILLE TENNIS CENTER			3	WSHMF	WASHABLE FILTER	60		
Total Annual Cost									
						\$ 341.64		Monthly Invoice	\$ 28.47
576	JOHN HUNT PARK BASEBALL	2315 BECKY PERICE DR		2	WASH	WASHABLE FILTER	60		
Total Annual Cost									
						\$ 99.00		Monthly Invoice	\$ 8.25
602	HUNTSVILLE AQUATICS CENTER	2213 DRAKE AVE		60	FPPLT	16.0 x 20.0 x 2.0	60		

602	HUNTSVILLE AQUATICS CENTER		80 FPPOLY	20.0 X 25.0 X 2.0	60	Total Annual Cost	Monthly Invoice
602	HUNTSVILLE AQUATICS CENTER		12 FPPOLY	12.0 X 24.0 X 2.0	60	\$ 10,595.76	\$ 882.98
602	HUNTSVILLE AQUATICS CENTER		8 FPPOLY	16.0 X 20.0 X 2.0	60		
602	HUNTSVILLE AQUATICS CENTER		4 FPPOLY	16.0 X 25.0 X 2.0	60		
602	HUNTSVILLE AQUATICS CENTER		6 FPPOLY	18.0 X 24.0 X 2.0	60		
602	HUNTSVILLE AQUATICS CENTER		30 FPPOLY	20.0 X 20.0 X 2.0	60		
602	HUNTSVILLE AQUATICS CENTER		4 FPPOLY	20.0 X 24.0 X 2.0	60		
602	HUNTSVILLE AQUATICS CENTER		16 WSHMF	WASHABLE FILTER	60		
604	WESTSIDE CENTER	125 EARL ST	1 PBVP1	22.0 X 22.0 X 1.0	60	Total Annual Cost	Monthly Invoice
604	WESTSIDE CENTER		20 PBVP2	16.0 X 20.0 X 2.0	60	\$ 1,380.34	\$ 115.03
604	WESTSIDE CENTER		3 PBVP2	16.0 X 25.0 X 2.0	60		
604	WESTSIDE CENTER		3 PBVP2	24.0 X 30.0 X 1.0	60		
604	WESTSIDE CENTER		3 PBVP2	20.0 X 20.0 X 2.0	60		
604	WESTSIDE CENTER			20.0 X 24.0 X 1.0	60		
605	LAKEWOOD COMMUNITY CENTER	3601 KENWOOD DR	16 PBVP2	16.0 X 20.0 X 2.0	60	Total Annual Cost	Monthly Invoice
605	LAKEWOOD COMMUNITY CENTER		3 PBVP2	16.0 X 25.0 X 2.0	60	\$ 1,380.34	\$ 115.03
605	LAKEWOOD COMMUNITY CENTER				60		
606	DR. ROBERT SHURNEY LEGACY CENTER	3011 SPARKMAN DR	1 FPPOLY	16.0 X 24.0 X 1.0	60	Total Annual Cost	Monthly Invoice
606	DR. ROBERT SHURNEY LEGACY CENTER		8 FPPOLY	16.0 X 25.0 X 1.0	60	\$ 752.66	\$ 63.56
606	DR. ROBERT SHURNEY LEGACY CENTER		1 FPPOLY	18.0 X 24.0 X 1.0	60		
606	DR. ROBERT SHURNEY LEGACY CENTER		3 PBVP1	20.0 X 25.0 X 1.0	60		
606	DR. ROBERT SHURNEY LEGACY CENTER		2 PBVP1	20.0 X 20.0 X 1.0	60		
606	DR. ROBERT SHURNEY LEGACY CENTER		3 FPWASHOUT		60		
607	CALVARY HILL REC CENTER	2900 FAIRBANKS ST NW	1 FPPOLY	16.0 X 25.0 X 1.0	60	Total Annual Cost	Monthly Invoice
607	CALVARY HILL REC CENTER		2 FPPOLY	24.0 X 26.0 X 1.0	60	\$ 681.64	\$ 56.80
607	CALVARY HILL REC CENTER		5 FPPOLY	24.0 X 26.0 X 2.0	60		
607	CALVARY HILL REC CENTER		1 FPPOLY	20.0 X 25.0 X 1.0	60		
608	WEST HUNTSVILLE REC CENTER		40 FPPOLYWSHMT2	20.0 X 24.0 X 2.0	60	Total Annual Cost	Monthly Invoice
609	BRAHAN SPRING REC CENTER	3770 IVY AVE SW	3 FPPOLY	16.0 X 25.0 X 1.0	60	\$ 528.60	\$ 44.05
609	BRAHAN SPRING REC CENTER		4 FPPOLY	16.0 X 16.0 X 2.0	60	Total Annual Cost	Monthly Invoice
609	BRAHAN SPRING REC CENTER		4 FPPOLY	20.0 X 24.0 X 2.0	60	\$ 1,605.60	\$ 133.80
609	BRAHAN SPRING REC CENTER		2 FPPOLY	12.0 X 20.0 X 1.0	60		
609	BRAHAN SPRING REC CENTER		8 FPPOLY	15.0 X 20.0 X 2.0	60		
612	MARK RUSSELL GYM	429 TAYLOR ROAD	3 FPPOLY	20.0 X 25.0 X 2.0	60	Total Annual Cost	Monthly Invoice
612	MARK RUSSELL GYM		48 FPPOLY	20.0 X 20.0 X 2.0	60	\$ 831.54	\$ 69.30
614	BUDDY BRYANT GYM	703 OAKWOOD AVENUE	2 FPPOLY	16.0 X 25.0 X 2.0	60	Total Annual Cost	Monthly Invoice
618	JAYCEES COMMUNITY BLDG	2180 JAYCEE WAY	1 PBVP1	20.0 X 20.0 X 1.0	60	\$ 3,644.46	\$ 303.71
618	JAYCEES COMMUNITY BLDG		2 PBVP1	20.0 X 25.0 X 1.0	60		
618	JAYCEES COMMUNITY BLDG		4 PBVP2	20.0 X 20.0 X 2.0	60		
618	JAYCEES COMMUNITY BLDG		4 PBVP2	20.0 X 25.0 X 2.0	60	Total Annual Cost	Monthly Invoice
					60	\$ 80.28	\$ 6.69

653	SHOWERS REC CENTER	4600 BLUE SPRINGS RD	4 PBVP1	12.0 X 18.0 X 1.0	60	Total Annual Cost	Monthly Invoice
653	SHOWERS REC CENTER		8 PBVP1	12.0 X 20.0 X 1.0	60	\$ 523.14	\$ 43.60
653	SHOWERS REC CENTER		1 PBVP1	16.0 X 18.0 X 1.0	60		
653	SHOWERS REC CENTER		2 PBVP1	16.0 X 20.0 X 1.0	60		
653	SHOWERS REC CENTER		6 PBVP1	16.0 X 25.0 X 1.0	60		
653	SHOWERS REC CENTER		12 PBVP2	16.0 X 20.0 X 2.0	60		
653	SHOWERS REC CENTER		16 PBVP2	16.0 X 25.0 X 2.0	60		
653	SHOWERS REC CENTER		14 PBVP2	20.0 X 20.0 X 2.0	60		
653	SHOWERS REC CENTER		40 PBVP2	20.0 X 25.0 X 2.0	60		
653	SHOWERS REC CENTER		2 PBVP2	20.0 X 35.0 X 2.0	60		
			Total Annual Cost			\$ 4,247.10	Monthly Invoice
628	MAX LUTHER COMMUNITY CENTER	207 MAX LUTHER DRIVE	1 PBVP1	16.0 X 20.0 X 1.0	60		\$ 353.93
628	MAX LUTHER COMMUNITY CENTER		12 PBVP2	20.0 X 20.0 X 2.0	60		
			Total Annual Cost			\$ 534.28	Monthly Invoice
629	OPTIMIST PARK REC CENTER	703 OAKWOOD	32 FFPOLY	16.0 X 20.0 X 2.0	60		\$ 44.52
629	OPTIMIST PARK REC CENTER		4 FFPOLY	20.0 X 20.0 X 2.0	60		
629	OPTIMIST PARK REC CENTER		6 FFPOLY	24.0 X 24.0 X 2.0	60		
			Total Annual Cost			\$ 1,685.88	Monthly Invoice
630	FERNBELL CENTER	107A SANDERS RD	1 PBVP1	16.0 X 25.0 X 1.0	60		\$ 140.49
630	FERNBELL CENTER		1 PBVP1	16.0 X 24.0 X 1.0	60		
630	FERNBELL CENTER		1 FFPILT	18.0 X 24.0 X 1.0	60		
630	FERNBELL CENTER		4 PBVP2	20.0 X 20.0 X 2.0	60		
630	FERNBELL CENTER		28 PBVP2	20.0 X 25.0 X 2.0	60		
			Total Annual Cost			\$ 1,417.92	Monthly Invoice
644	CAVALRY HILLS ANNEX	2800 POPLAR AVENUE	1 FFPOLY	20.0 X 20.0 X 1.0	60		\$ 118.16
644	CAVALRY HILLS ANNEX		4 FFPOLY	20.0 X 25.0 X 1.0	60		
644	CAVALRY HILLS ANNEX		4 FFPOLY	25.0 X 26.0 X 1.0	60		
644	CAVALRY HILLS ANNEX		4 FFPOLY	14.0 X 20.0 X 2.0	60		
644	CAVALRY HILLS ANNEX		18 FFPOLY	16.0 X 20.0 X 2.0	60		
644	CAVALRY HILLS ANNEX		2 FFPOLY	16.0 X 25.0 X 2.0	60		
644	CAVALRY HILLS ANNEX		2 FFPOLY	20.0 X 20.0 X 2.0	60		
644	CAVALRY HILLS ANNEX		26 FFPOLY	20.0 X 25.0 X 2.0	60		
644	CAVALRY HILLS ANNEX		4 FFPOLY	20.0 X 35.0 X 2.0	60		
			Total Annual Cost			\$ 2,749.14	Monthly Invoice
646	CAVALRY HILLS ANNEX - VILLAGE OF PROMISE	2700 FAIRBANKS ST UNIT A	1 FFPOLY	14.0 X 25.0 X 1.0	60		\$ 229.10
646	CAVALRY HILLS ANNEX - VILLAGE OF PROMISE		4 FFPOLY	16.0 X 25.0 X 1.0	60		
646	CAVALRY HILLS ANNEX - VILLAGE OF PROMISE		5 FFPOLY	20.0 X 25.0 X 1.0	60		
			Total Annual Cost			\$ 378.60	Monthly Invoice
647	CAVALRY HILLS ANNEX - BOYS AND GIRLS CLUB	2706 FAIRBANKS ST UNIT B	2 FFPOLY	14.0 X 25.0 X 1.0	60		\$ 31.55
647	CAVALRY HILLS ANNEX - BOYS AND GIRLS CLUB		4 FFPOLY	16.0 X 25.0 X 1.0	60		
647	CAVALRY HILLS ANNEX - BOYS AND GIRLS CLUB		2 FFPOLY	20.0 X 25.0 X 1.0	60		
			Total Annual Cost			\$ 302.88	Monthly Invoice
648	JOHNSON LEGACY COMPLEX	6000 CECIL FAIR DR NW	20 FFPOLY	16.0 X 20.0 X 2.0	60		\$ 25.24
648	JOHNSON LEGACY COMPLEX		10 FFPOLY	20.0 X 20.0 X 2.0	60		
648	JOHNSON LEGACY COMPLEX		4 FFPOLY	20.0 X 25.0 X 2.0	60		
			Total Annual Cost			\$ 2,429.64	Monthly Invoice
650	HAYS NATURE PRESERVE	7153 US 431 HWY S	1 FFPILT	20.0 X 24.0 X 1.0	60		\$ 202.47

661	SANDRA MOON CRAFT BUILDING	7901 BAILEY COVE RD	4 POLY	16.0 X 25.0 X 2.0	60	Total Annual Cost	\$ 5,772	Monthly Invoice	\$ 4.81
661	SANDRA MOON CRAFT BUILDING		7 POLY	20.0 X 25.0 X 1.0	60				
661	SANDRA MOON CRAFT BUILDING		2 POLY	18.0 X 25.0 X 1.0	60				
						Total Annual Cost	\$ 420.24	Monthly Invoice	\$ 35.02
711	NEW TRANSFER STATION	521 PRATT AVE	4 FPPOLYM81	16.0 X 25.0 X 1.0	60				
711	NEW TRANSFER STATION		1 FFWASHABLE		60				
						Total Annual Cost	\$ 184.44	Monthly Invoice	\$ 15.37

Additional locations not on pricing sheet.

473	HPD SOD	2220 FIRST STREET HUNTSVILLE, AL	3 FPPOLYM81	20x20x1	60				
			3 FPPOLYM81	20x24x1	60				
						Total Annual Cost	\$ 227.16	Monthly Invoice	\$ 18.93
649	SANDRA MOON Complex	7901 BAILEY COVE RD	3 FPPLT	16x25x1	60				
			9 FPPLT	16x25x2	60				
			20 FPPLT	20x24x2	60				
			5 FPPLT	20x20x4	60				
			5 FPPLT	20x24x4	60				
			1 FPPOLYM81	16x16x1	60				
			1 FPPOLYM81	16x20x1	60				
			3 FPPOLYM81	16x25x1	60				
			9 FPPOLYM81	20x25x1	60				
			2 FPPOLYM81	9x20x1	60				
			2 FPPOLYM81	9x61x1	60				
			5 FPPOLYM82	12x24x2	60				
			37 FPPOLYM82	16x20x2	60				
			8 FPPOLYM82	16x25x2	60				
			6 FPPOLYM82	18x24x2	60				
			3 FPPOLYM82	20x20x2	60				
			61 FPPOLYM82	20x25x2	60				
			5 FPPOLYM82	24x24x2	60				
						Total Annual Cost	916.96	Monthly Invoice	\$ 759.75

APPENDIX C DETAILED REQUIREMENTS

Line Ref #	Specific Functional Requirements	Vendor Compliance	
		YES	NO
	I. RESPONSIBILITY OF CONTRACTOR		
	The following describes the minimum acceptable levels of service. Contractor must detail a proficient plan to accomplish these requirements.		
1	Contractor must be able to service all sizes of commercial air handlers located in the air handler rooms, above the ceiling, on the roof and on the grounds. This equipment includes packaged units, split systems, fan coil units and fresh air units.	✓	
2	Contractor must supply all the proper tools and equipment of the trade to perform the job without damage to air conditioning units or facilities. These tools and equipment include, but are not necessarily limited to, all sizes of ladders, scissor lifts, complete set of hand tools, electric drills, aluminum tape, dolly's, and pull sticks. The cost of all necessary tools and equipment required to perform the work shall be included in the bid amount.	✓	
3	The successful Contractor must provide any frames needed at no additional cost to the City. Most locations have frames in place that the Contractor will be able to use; however, there are some new locations that will need frames. All frames become the property of the City of Huntsville.	✓	
4	The successful Contractor will be required to provide all filter materials. Required filters are Enviroshield Allergy Air Filters with AEGIS Antimicrobial Treatment or Equal. Contractor(s) are responsible to field verify filter sizes and quantities. The Independent Laboratory Test Reports which include the specifications for the Enviroshield filters are provided herewith as a separate Excel file. No existing HEPPA Filters are included in the scope of work. Maximum percentage filtration rate must meet HVAC manufacturer's recommendations.	✓	
5	The successful Contractor will be required to meet or exceed their proposed methodology. Bidders must fully describe their proposed methodology to include but not limited to: 1. Complete description of the products to be used. 2. The frequency of the filter changes which must not be less than the current frequency described in separate Excel file. 3. Explain how you verify filter replacement by marking filters with permanent marker, sticker, or other approved method. 4. Describe and provide samples of any reporting that will be submitted.	✓	
6	Used filters must be taken directly from the grill into a plastic bag to insure no dust or debris is released into the office environment. Bags should not be stored in hallways or where visitors and customers may trip over them. The successful Contractor must remove and properly dispose of all used filter products at their expense.	✓	
7	Any damage to City equipment caused by the Contractor or one of his employees shall be repaired or replaced at the expense of the Contractor at no cost to the City. If damage caused by the Contractor has to be repaired or replaced by the City, the cost of such work shall be deducted from the monies due the Contractor. If disconnects are not turned back on or if filter frame doors are not properly latched back, the services charged for the filter may not be paid for the month and a complaint may be submitted.	✓	

Line Ref #	Specific Functional Requirements	Vendor Compliance	
		YES	NO
8	The Contractor will be required to wear identification at all times while on City property. Identification method and type is to be approved by the General Services Department. The successful Bidder must present a monthly schedule to the General Services HVAC Lead Technician for the facilities and dates to be serviced.	✓	
9	The successful Bidder will be asked to work in the Municipal Justice and Public Safety Complex, which requires thorough background checks of personnel and tools taken into the jail.	✓	
10	Contractor must report any equipment problems to the General Services Department immediately. These problems include any abnormal noises, loose belts, blocked drain lines, overflowing drain pans, frozen units and any problems with leaks.	✓	
11	Scheduling: Filter replacement will be coordinated with the General Services Department well in advance of craftsman showing up for service. A schedule will be issued thirty (30) days in advance describing the day and time of each visit. Failure to adhere to the schedule or to notify building occupants of visit could result in termination of the bid. Upon arriving at a facility, Contractor and any craftsman will be responsible to: • Greet receptionist in a professional manner (some facilities require craftsmen to sign in). • Request permission to replace filters. • Upon entering an office, permission must be gained to enter office. • When complete, advise of completion of filter replacement. • Mark the date the filter was changed with a label. Under no circumstances shall a filter be replaced where a meeting may be interrupted or a customer inconvenienced. Every possible avenue must be taken to ensure that service is done professionally with no interruptions.	✓	
12	Contractor must be available twenty-four/seven (24/7) for any filter problems, scheduling, billing or other concerns.	✓	
13	Condensation Pan Treatment: PanGuard or Equal. PanGuard does not contain any harsh biocide and is not intended for use as a biocide. The unit should be disinfected beforehand using an HVAC system sanitizer.	✓	
II. ADDITIONAL PROPERTY			
14	The City reserves the right to negotiate the maintenance of additional property during the term of the contract at comparable rates for comparable properties.	✓	
III. REDUCING PROPERTY			
15	The City reserves the right to negotiate a reduction of property to be maintained due to changes to building usage during the term of the contract.	✓	
IV. INSPECTION OF WORK			
16	All services to be performed under this contract shall be subject to inspection by a representative of the City while in process or after completion. If any such services are found to be unsatisfactory and not in accordance with the requirements of this contract, the designated representative of the City shall notify Contractor and Contractor shall take corrective action.	✓	

Line Ref #	Specific Functional Requirements	Vendor Compliance	
		YES	NO
	V. INVOICING		
17	The Contractor will invoice the City for services on a monthly basis in arrears. The City's payment terms are Net 30; however, we will make every attempt to speed up the process if the invoice is correct and the work is acceptable. Original invoices shall be submitted with the IFB Number included on the invoice on the first of each month for the previous month to the City's contract representative at the address provided below. <u>Bidders must submit a sample invoice along with their bid.</u> <u>FORWARD INVOICES TO:</u> City of Huntsville Finance Department A/P Division accountspayable@huntsvilleal.gov <u>ADDITIONAL COPIES OF INVOICES MAY ALSO BE SENT TO:</u> General Services Department Attn: Brandi Lanford 615 Washington Street Huntsville, Alabama 35801 Telephone: 256-427-5660 The following are requirements for a proper invoice: A. Name and address of Contractor B. Invoice date and invoice number C. IFB Number D. Name, title, phone number and mailing address of person to be notified in event of a discrepancy in the invoice E. Each invoice must include a copy of the Job Summary Report with Work Order #	✓	
	VI. CHECK-IN/CHECK-OUT		
18	At the City's option, the Contractor may be required to check-in or check-out using one of the following methods. 1 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. 2 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. 3 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. 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.	✓	

VII. REPAIR STATUS, WHEN A DELAY			
19	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. 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.	✓	
Line Ref #	Specific Functional Requirements	Vendor Compliance	
		YES	NO
VIII. OSHA & LOCK OUT TAG OUT			
20	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources.		
IX. MATERIALS/EQUIPMENT			
21	FILTER TYPE CLARIFICATION: BG93S – Bag Type Air Filter, MERV-15 BG96S – Bag Type Air Filter, MERV-15 HCF-20-16 – Healthy Climate Model # HCF-20-16 or Replacement #X6675, MERV-16 PBYP1 – 1” Polyester Tackified Anti-Microbial Air Filter Pad, MERV-8 PBYP2 – 2” Polyester Tackified Anti-Microbial Air Filter Pad, MERV-8 PLPS4 – 4” Standard-Capacity Pleated Filter With Expanded Metal Backing PYD-R – 1” Thick Large Polyester Pad Filter RP6SH – Rigid Cell Filter With Header, MERV-11 SLEEVE – Polyester Anti-Microbial Sleeve Air Filter WSHMM – Wash-Out Filter WSHMF – Wash-Out Filter FPFRAME – Filter Frame PNGRD – PanGuard	✓	
22	AIRMATION FILTER PART NUMBERS & SPECS: <u>STAGE #1 AIRMATION PREFILTER (PART# AMPF-004)</u> Pleated 24” X 24” X 4” Filter Media composed of blended and natural fibers for better than 90% arrestance on particulate as small as 4 microns inside. <u>STAGE #2 FINAL FILTER – 95% DOP FILTER (PART# AMVBD95)</u> High efficiency 24” X 24” X 12” V-Bank Biologic cell with over 200 sq. ft. of ultra-fine micro-glass 95% DOP Filter that removes pathogenic organisms & sub-micron particulates such as bacteria and mold spores. Filter is rated MERV-16. <u>STAGE #3 GAS PHASE FILTER (PART# AMCF26)</u> V-Bank Biologic cell construction with 50/50 blend of over 26# of activated coconut shell carbon & potassium permanganate. Designed for removal of both high and low molecular weight hydrocarbons and numerous VOC’s & the reduction of CO levels. <u>OPTIONAL FILTER – AUTO ROLL MEDIA (PART# AMARM)</u> Composed of polyester media that acts as a roughing filter & is 83% efficient on 8-10 micron size particles. *Note: The City of Huntsville has not been replacing the optional filters as they have run out.	✓	
X. SUMMARY REPORT			
23	Using the 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 and grand total. Attach all copies of tickets/work orders/invoices to the Summary Report.	✓	
XI. TRAVEL TIME			
24	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	✓	

XII. CONTACT INFORMATION			
Provide three (3) contact names and list a 24-hour phone number for each.			
25	NAME: <i>Frank Rich</i> PHONE NUMBER: <i>321-693-7937</i>		
26	NAME: <i>Brian Pearson</i> PHONE NUMBER: <i>321-693-6819</i>		
27	NAME: <i>Kari Larsen</i> PHONE NUMBER: <i>256-767-5122</i>		
Line Ref #	Specific Functional Requirements	Vendor Compliance	
		YES	NO
XIII. HOUR ROUNDING			
28	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	<i>✓</i>	
XIV. RESPONSE TIME			
29	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.	<i>✓</i>	
XVI. FAILURE FORM			
30	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. In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (30) day letter of cancellation notification.	<i>✓</i>	
XVII. REFERENCES & VERIFICATION			
31	Bidder(s) must submit on a separate sheet attached to Appendix D, three (3) references equal or greater to the size of the City of Huntsville in which the bidding company has performed equal work within the last five (5) years. Each reference must contain the below information: Company Name Contact Person Address Phone Number E-Mail Address Company Size Year's Work Performed for Company The City of Huntsville reserves the right to contact each reference submitted to verify information submitted in this bid.	<i>✓</i>	

32	Bidder(s) must submit on a separate sheet attached to Appendix D, three (3) references equal or greater to the size of the City of Huntsville in which the bidding company has performed equal work within the last five (5) years. Each reference must contain the below information: Company Name Contact Person Address Phone Number E-Mail Address Company Size Year's Work Performed for Company The City of Huntsville reserves the right to contact each reference submitted to verify information submitted in this bid.	✓	
Line Ref #	Specific Functional Requirements	Vendor Compliance	
		YES	NO
	XVIII. TERMINATION FOR CAUSE OR CONVENIENCE		
33	If the City of Huntsville determines that the Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the City of Huntsville may, by providing written notice to the Contractor, terminate the Contractor's right to proceed with all or part of the remaining work. The City of Huntsville reserves the right to cancel this contract without cause giving a thirty-day (30) written notice.	✓	
34	The chosen Bidder shall be required to give the City 60 days' notice before cancellation of the contract should the Bidder wish to end service before the contract expires.	✓	

APPENDIX D
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Filter Pro USA LLC

Doing-Business-As Name of Proposer:

Filter Pro IAQ

Principal Office Address:

4510 Helton Drive
Florence AL 35630

Telephone Number:

256-767-1512

Fax Number:

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

Corporation _____

Partnership _____

Individual X

Joint Venture _____

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

The corporation is held: Publicly ___ Privately ___

Names and titles of corporate officers:

Partnership Statement

If a partnership, answer the following:

Date of organization:
Location of organization:
The partnership is:

2014
Florence AL
General ☒ Limited ☐

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

Robert Bell

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization:
Location of organization:
JV Agreement recorded?

Yes ☐ No ☐

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

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

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

City Employee
If "Yes," Department

Yes ☐ No ☒

Member of Household City Employee
If "Yes," Name (s)

Yes ☐ No ☒

Anyone associated with your
company a City Employee
If "Yes," Name (s)

Yes ☐ No ☒

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. 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

F. I. /ter Pro USA LLL I do hereby certify and represent that this
(Insert Name of Business)

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

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

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

5. ACKNOWLEDGEMENTS

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

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

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

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

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

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


Signature of Proposer

Brian Pearson
Print or Type Name of Proposer

4/13/2026
Date

Filter Pro USA LLC
Legal Name of Firm

4510 Helton Drive
Mailing Address

Florence AL 35630
City State Zip Code

256-767-5722 NA
Phone Fax

Ops@FilterPro.com
Email Address

Filterpro.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): Filter Pro USA LLC dba Filterpro IAG
- City of Huntsville current taxpayer identification number (if available): 46556
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☒ Limited Liability Company (LLC) (Single Member)	Number & State: <u>000-312-597 AL</u>
☐ LLC (Multi-Member)	Number & State:
☐ Corporation	Number & State:
☐ 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: Brian Pearson Title (if applicable): VP Operations
Type or legibly write name: Brian Pearson Date: 4/13/2026



Filter Pro USA, LLC

Entity ID Number	000-312-597
Entity Type	Foreign Limited Liability Company
Principal Address	4510 Helton Drive Florence, AL 35630
Principal Mailing Address	445 West Drive Melbourne, FL 32904
Status	Exists
Place of Formation	Florida
Formation Date	06/25/2014
Qualify Date	06/27/2014
Registered Agent Name	Bull, Robert
Registered Office Street Address	4510 Helton Drive Florence, AL 35630
Registered Office Mailing Address	445 West Drive Melbourne, FL 32904
Nature of Business	
Doing Business in AL Since	06/30/2014
Scanned Documents	
Document Date / Type / Pages	<u>06/27/2014</u> <u>Certificate of Formation</u> <u>2 pgs.</u>

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

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the FilterPro USA, 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 antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

- 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

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

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

B. REFERRAL TO DHS

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

Company ID Number: 132010

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

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

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

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

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

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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

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

**ARTICLE VI
PARTIES**

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

Company ID Number: 132010

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: 132010

Approved by:

Employer FilterPro USA, LLC	
Name (Please Type or Print) Aubrey W Pate	Title
Signature Electronically Signed	Date 06/26/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/26/2008

Company ID Number: 132010

Information Required for the E-Verify Program**Information relating to your Company:**

Company Name	FilterPro USA, LLC
Company Facility Address	4510 Helton Dr Florence, AL 35630
Company Alternate Address	
County or Parish	LAUDERDALE
Employer Identification Number	471180523
North American Industry Classification Systems Code	333
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

Company ID Number: 132010

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

ALABAMA

1 site(s)

Company ID Number: 132010

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

Name Aubrey W Pate
Phone Number (256) 767 - 5122 ext. 213
Fax Number (256) 767 - 5188
Email Address kar@filterpro.com

Name Shayla L Alexander
Phone Number (256) 767 - 5122 ext. 206
Fax Number (256) 767 - 5188
Email Address salexander@filterpro.com

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HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 4/28/26
FROM: John Lang **DEPT:** General Services
BID #: 30-2026-14 **COMMODITY/SERVICE:** _____

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Wittichen Supply Company, Inc.

RECOMMENDATION: The General Services Department recommends Wittichen Supply Company, Inc.
for the HVAC Parts bid.

DESCRIPTION	PRICE	UOM	COMMENT
Discount Percentage off MSRP for Catalog Items	10%	Percentage	

INITIAL PURCHASE: TBD
FUNDING SOURCE: 1000-14-14300-513010-0000000
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

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

John Lang Digitally signed by John Lang
Date: 2026.04.28 09:29:15 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2026.04.28 11:40:06 -05'00'

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A BIDDER PRICING FORM

The City reserves the right to award this contract to multiple vendors. At the discretion of authorized City personnel, and based on factors including but not limited to product availability, travel time between the contract vendors' locations and the jobsites, accessibility, and pricing, the City may purchase products available under the awarded contract(s) from any one of the awarded vendors as deemed in the City's best interest. An award under this solicitation does not guarantee any minimum or specific number of purchases, volume of products, percentage allocation, or frequency of use. The City makes no commitment to purchase any particular quantity of products from any awarded vendor.

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: _____

Discount percentage off list price for all manufacturer's catalog items: 10 %

Manufacturer's catalog and supporting data must be provided for evaluation purposes. Bid award will be based off lowest responsive bid that affords the most value to the City of Huntsville based off of commonly purchased items, or their equivalent.

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.

Christophe Uselton
Printed legal name of Bidder

Christophe Uselton
Signature

W.H. Chen Supply Manager
Printed name of individual/corporate officer/general partner/joint venturer AND Title

4/15/2026
Date

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Wittichen Supply Co.

Doing-Business-As Name of Proposer:

Principal Office Address:

Wittichen Supply Co.
2609 Clinton Ave
Huntsville AL 35805

Telephone Number:

256 539-3408

Fax Number:

256 539-8550

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

Corporation

X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

Location of incorporation:

The corporation is held:

Publicly ___ Privately ___

Names and titles of corporate officers:

Math Helms Regional Vice President

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

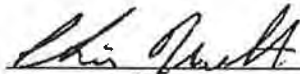
I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements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

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

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

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

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



Signature of Proposer

Chris Uselton

Print or Type Name of Proposer

4/22/2026

Date

Wittichen Supply Co

Legal Name of Firm

2609 Clinton Ave

Mailing Address

Huntsville AL 35805

City

State

Zip Code

256-539-3402 256-539-9556

Phone

Fax

Chris.uselton@wittichen-supply.com

Email Address

Wittichen-Supply.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): Wittichen Supply Co
- City of Huntsville current taxpayer identification number (if available): #923 Lic #302029
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

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

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

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

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

Signature: Chris Uselton Title (if applicable): Store Manager
Type or legibly write name: Chris Uselton Date: 4/22/2026



Alabama Secretary of State



Wittichen Supply Company LLC

Entity ID Number	000-873-404
Entity Type	Foreign Limited Liability Company
Principal Address	10 GLENLAKE PKWY, SOUTH TOWER, SUITE 445 ATLANTA, GA 30328
Principal Mailing Address	10 GLENLAKE PKWY, SOUTH TOWER, SUITE 445 ATLANTA, GA 30328
Status	Exists
Place of Formation	Delaware
Formation Date	06/17/2021
Qualify Date	07/16/2021
Registered Agent Name	C T Corporation System
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	
Doing Business in AL Since	07/16/2021
Transactions	
Transaction Date	03/29/2024
Legal Name Changed From	HVAC Acquisition Sub LLC
Transaction Date	03/29/2024
Principal Mailing Address Changed From	2912 3rd Avenue N Birmingham, AL 35203
Transaction Date	03/29/2024
Principal Office Changed From	2912 3rd Avenue N Birmingham, AL 35203
Scanned Documents	
Document Date / Type / Pages	<u>07/16/2021</u> <u>Certificate of Formation</u> <u>2 pgs.</u>
Document Date / Type / Pages	<u>03/29/2024</u> <u>Articles of Amendment</u> <u>3 pgs.</u>



Company ID Number: 483349

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

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

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



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



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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(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.

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

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

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

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

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

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

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

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

ARTICLE VI

PARTIES

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



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

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

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

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



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Approved by:

Employer Wittichen Supply Company, Inc.	
Name (Please Type or Print) Hill Harry	Title
Signature Electronically Signed	Date 01/04/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/04/2012



Company ID Number: 483349

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Wittichen Supply Company, Inc.
Company Facility Address	2912 3rd Ave N Birmingham, AL 35203
Company Alternate Address	
County or Parish	JEFFERSON
Employer Identification Number	630369255
North American Industry Classification Systems Code	423
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	25



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

ALABAMA	20 site(s)
FLORIDA	2 site(s)
GEORGIA	3 site(s)



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

Name Marty Waddle
Phone Number (205) 251 - 8203
Fax Number (205) 251 - 9004
Email Address martyw@wittichen-supply.com

Name Jim Runner
Phone Number (256) 236 - 8217
Fax Number (256) 241 - 0006
Email Address jimr@wittichen-supply.com

Name Joey Waters
Phone Number (256) 353 - 7712
Fax Number (256) 353 - 7760
Email Address joeyw@wittichen-supply.com

Name David Clough
Phone Number (256) 547 - 6958
Fax Number (256) 547 - 9317
Email Address davidc@wittichen-supply.com

Name David A Johnson
Phone Number (256) 539 - 3402
Fax Number (256) 539 - 8550
Email Address davidj@wittichen-supply.com

Name Don McCormack
Phone Number (256) 381 - 2280
Fax Number (256) 381 - 2280
Email Address donm@wittichen-supply.com

Name Mike Howard
Phone Number (334) 265 - 2980
Fax Number (334) 265 - 9869
Email Address mikeh@wittichen-supply.com

Name Nathan Spann
Phone Number (334) 794 - 4325
Fax Number (334) 792 - 7919
Email Address nathans@wittichen-supply.com

Name Matt Helms
Phone Number (205) 759 - 5107
Fax Number (205) 469 - 2150
Email Address matth@wittichen-supply.com

Name John Patton
Phone Number (205) 251 - 8500 ext. 1171
Fax Number (205) 251 - 1050
Email Address john.patton@wittichen-supply.com



Company ID Number: 483349

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Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** 05/05/2026
FROM: Autumn McCord **DEPT:** Fleet Services
BID #: 44-2026-15 **COMMODITY/SERVICE:** Dealership Level Auto/Truck Repair

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Woody Anderson Ford

RECOMMENDATION: Please award Category 1 of bid 44-2026-15 to Woody Anderson Ford as they were the responsible bidder for this category.

DESCRIPTION	PRICE	UOM	COMMENT
Category 1 - Ford			
Shop Labor Rate	\$155.00	Per Hour	
Discount Percentage Off Mfr List Price for Parts	10%	Each	
Category 2- GM			
No Award			
Category 3 - Chrysler, Dodge, Jeep & Ram			
No Award			

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

APPROVALS:

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

John Lang Digitally signed by John Lang
Date: 2026.05.05 09:16:06 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2026.05.05 09:41:40 -05'00'

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A BIDDER PRICING FORM

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

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

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

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

We acknowledge receipt of the following addenda: _____

CATEGORY 1 – FORD

I. Cost of Service:

- A. Shop labor rate per hour: \$ 155.00 per hour
(Including misc. items, shop supplies, other incidental fees and charges)
- B. Discount percentage off manufacturer list price for parts: 10 %
- C. All other incidental fees, supplies, and charges are to be included in the hourly rate. JN (Bidder Initials)
- D. Mark up percentage on parts shall not exceed list price. JN (Bidder Initials)
- E. Freight shall be charged at cost with no markup. JN (Bidder Initials)

II. Capabilities and Capacities:

- A. Must have a minimum of eight (8) ASE or equivalent certified technicians. JN (Bidder Initials)
- B. Must have an alignment machine and lift. JN (Bidder Initials)
- C. Must have a minimum of eight (8) vehicle lifts. JN (Bidder Initials)
- D. Bidder must have Ford dealer authorized diagnostic and programming equipment including but not limited to VCM 3. JN (Bidder Initials)

APPENDIX A
BIDDER PRICING FORM
(Continued)

E. List specific diagnostic software on hand:

FORD IDS	DIAGNOSTIC TOOL
FORD FDRS	DIAGNOSTIC TOOL
FORD VCM II	
FORD VCM III	
SNAP-ON APOLLO-D9	DIAGNOSTIC TOOL

F. Hours of Operation:

o Sunday	Open		Close	X
o Monday	Open	7 AM	Close	6 PM
o Tuesday	Open	7 AM	Close	6 PM
o Wednesday	Open	7 AM	Close	6 PM
o Thursday	Open	7 AM	Close	6 PM
o Friday	Open	7 AM	Close	6 PM
o Saturday	Open	7 AM	Close	3 PM

CATEGORY 2 - GM

I. Cost of Service:

- A. Shop labor rate per hour: \$ 210.⁰⁰ per hour
(Including misc. items, shop supplies, other incidental fees and charges)
- B. Discount percentage off manufacturer list price for parts: 0 %
- C. All other incidental fees, supplies, and charges are to be included in the hourly rate. JN (Bidder Initials)
- D. Mark up percentage on parts shall not exceed list price. JN (Bidder Initials)
- E. Freight shall be charged at cost with no markup. JN (Bidder Initials)

II. Capabilities and Capacities:

- A. Must have a minimum of eight (8) ASE or equivalent certified technicians. JN (Bidder Initials)
- B. Must have an alignment machine and lift. JN (Bidder Initials)
- C. Must have a minimum of eight (8) vehicle lifts. JN (Bidder Initials)
- D. Bidder must have GM dealer authorized diagnostic and programming equipment including but not limited to MDI 2. JN (Bidder Initials)

APPENDIX A
BIDDER PRICING FORM
(Continued)

E. List specific diagnostic software on hand:

SNAP-ON APOLLO-D9 DIAGNOSTIC TOOL

F. Hours of Operation:

o Sunday	Open	_____	Close	<u>X</u>
o Monday	Open	<u>7 Am</u>	Close	<u>6 pm</u>
o Tuesday	Open	<u>7 Am</u>	Close	<u>6 pm</u>
o Wednesday	Open	<u>7 Am</u>	Close	<u>6 pm</u>
o Thursday	Open	<u>7 Am</u>	Close	<u>6 pm</u>
o Friday	Open	<u>7 Am</u>	Close	<u>6 pm</u>
o Saturday	Open	<u>7 Am</u>	Close	<u>3 pm</u>

CATEGORY 3 – CHRYSLER, DODGE, JEEP & RAM

I. Cost of Service:

- A. Shop labor rate per hour: \$ 210.⁰⁰ per hour
(Including misc. items, shop supplies, other incidental fees and charges)
- B. Discount percentage off manufacturer list price for parts: 0 %
- C. All other incidental fees, supplies, and charges are to be included in the hourly rate. TD (Bidder Initials)
- D. Mark up percentage on parts shall not exceed list price. TD (Bidder Initials)
- E. Freight shall be charged at cost with no markup. TD (Bidder Initials)

II. Capabilities and Capacities:

- A. Must have a minimum of eight (8) ASE or equivalent certified technicians. TD (Bidder Initials)
- B. Must have an alignment machine and lift. TD (Bidder Initials)
- C. Must have a minimum of eight (8) vehicle lifts. TD (Bidder Initials)
- D. Bidder must have Chrysler, Dodge, Jeep & Ram dealer authorized diagnostic and programming equipment including but not limited to WITECH 2.0. TD (Bidder Initials)

E. List specific diagnostic software on hand:

SNAP-ON APOLLO-D9 DIAGNOSTIC TOOL

F. Hours of Operation:

○ Sunday	Open _____	Close <u>X</u>
○ Monday	Open <u>7 Am</u>	Close <u>6 Pm</u>
○ Tuesday	Open <u>7 Am</u>	Close <u>6 Pm</u>
○ Wednesday	Open <u>7 Am</u>	Close <u>6 Pm</u>
○ Thursday	Open <u>7 Am</u>	Close <u>6 Pm</u>
○ Friday	Open <u>7 Am</u>	Close <u>6 Pm</u>
○ Saturday	Open <u>7 Am</u>	Close <u>3 Pm</u>

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.

Woody Anderson Ford

Printed legal name of Bidder

[Signature]
Signature

Don Wessels General Manager

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

4/30/26
Date

APPENDIX B DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
1	The Bidder's repair technicians shall be ASE certified or equivalent OEM (Original Equipment Manufacturer) certified.	X	
2	The Bidder must have a manned repair facility that meets the needs of the City as defined in this contract. The facility must be secure and within twenty-five (25) miles from the Fleet Services department located at 2739 Johnson Road, Huntsville, AL 35805.	X	
3	Hours charged for a job under a contract shall not exceed those provided by Mitchell On Demand labor time standards, including standard diagnostic times.	X	
4	The Bidder shall sell parts at a percentage off manufacturer list price. Under no circumstances will a price above list be charged.	X	
5	All parts and fluids shall be OEM (Original Equipment Manufacturer) equivalent, no exceptions without prior Fleet Management approval. Minimum of one (1) year parts and labor warranty.	X	
6	The Bidder understands and agrees that the City reserves the right to provide needed parts.	X	
7	Fleet Services will coordinate all towing of vehicles when needed.	X	
8	Fleet Services will coordinate all transporting of vehicles to and from vendors and /or subcontractors.	X	
9	The Bidder shall be required to perform, and be authorized to perform, all manufacturer warranty, recall, and campaign repairs on the category/categories bid, at no cost to the City of Huntsville.	X	
10	The Bidder shall charge any freight at cost with no markup.	X	
11	The Bidder will be required to provide a quote to a Fleet supervisor prior to work being done. A purchase order is then required to be issued to bidder before work is done. Each quote will include, but is not limited to, the information below: A) Quote Number B) Contract Number C) Equipment Number or description if number not available D) Date of Service E) Description of Service F) Cost of parts before discount G) Cost of parts after discount H) Quantity of Parts I) Cost of Labor J) Quantity of Labor Hours K) Total Estimated Cost L) Mileage (when applicable)	X	

Line Ref #	DETAILED REQUIREMENTS Continued	Compliant?	
		Yes	No
12	The Bidder will be required to provide a final invoice to a Fleet supervisor upon completion of work. Each invoice will include, but is not limited to, the information below: A) Invoice Number B) Contract Number C) Equipment Number or description if number not available D) Date of Service E) Description of Service F) Cost of Parts G) Quantity of Parts H) Cost of Labor I) Quantity of Labor Hours J) Total Invoice Cost K) Mileage (when applicable)	X	

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

WOODY ANDERSON FORD

Doing-Business-As Name of Proposer:

Principal Office Address:

2500 JORDAN LANE
HUNTSVILLE, AL 35816

Telephone Number:

256-539-9441

Fax Number:

256-534-8881

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

Corporation

X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

2/18/1957

Location of incorporation:

ALABAMA

The corporation is held:

Publicly ☐ Privately ☒

Names and titles of corporate officers:

CATHLEEN O. ANDERSON
OWNER / C.E.O.

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

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

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

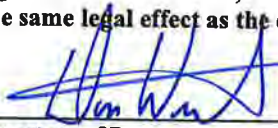
I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements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

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

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

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

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


Signature of Proposer

Don Wessels
Print or Type Name of Proposer

4/30/26
Date

Woody Anderson Ford
Legal Name of Firm

2500 JORDAN LANE
Mailing Address

Huntsville AL 35816
City State Zip Code

256-537-9441 256-536-5051
Phone Fax

jamieeast@woodyandersonford.com
Email Address

WOODYANDERSONFORD.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): WOODY ANDERSON FORD
- City of Huntsville current taxpayer identification number (if available): 630367773
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
☒ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation S	Number & State: <u>001-080 ALA</u>
☐ 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): General Manager

Type or legibly write name: Don Wessels Date: 4/30/26



Alabama Secretary of State



Woody Anderson Ford

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

Woody Anderson Ford

	1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	08/12/1966
Legal Name Changed From	Woody Anderson Motor Company, Inc.
Transaction Date	12/31/1987
Legal Name Merged	Woody Anderson Companies, Inc.
Transaction Date	12/30/1999
Miscellaneous Filing Entry	CANCELLATION OF SHARES
Transaction Date	06/09/2008
Principal Office Changed From	HUNTSVILLE, AL
Transaction Date	06/09/2008
Registered Agent Changed From	* Added
Transaction Date	11/30/2017
Agent Mailing Address Changed From	* Added
Transaction Date	11/30/2017
Registered Agent Changed From	NEWMAN, DEBBIE 9035 MADISON BLVD MADISON, AL 35758
Transaction Date	08/12/2024
Agent Mailing Address Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Transaction Date	08/12/2024
Registered Agent Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Scanned Documents	
Document Date / Type / Pages	12/31/1987 Merger 31 pgs.
Document Date / Type / Pages	12/30/1999 Miscellaneous Entry 3 pgs.

Woody Anderson Ford

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

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



Company ID Number: 502897

Approved by:

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



Company ID Number: 502897

Information Required for the E-Verify Program

Information relating to your Company:

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



Company ID Number: 502897

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

AL

1



Company ID Number: 502897

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

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

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



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** 05/05/2026
FROM: Autumn McCord **DEPT:** Fleet Services
BID #: 44-2026-15 **COMMODITY/SERVICE:** Dealership Level Auto/Truck Repair

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

RECOMMENDATION: Please award Category 2 of bid 44-2026-15 to Bentley Buick GMC as they were the lowest, responsible bidder for this category.

DESCRIPTION	PRICE	UOM	COMMENT
Category 1 - Ford			
No Award			
Category 2- GM			
Shop Labor Rate	\$169.00	Per Hour	
Discount Percentage Off Mfr List Price for Parts	0%	Each	
Category 3 - Chrysler, Dodge, Jeep & Ram			
No Award			

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

APPROVALS:

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

John Lang Digitally signed by John Lang
Date: 2026.05.05 09:14:47 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2026.05.05 09:42:24 -05'00'

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A BIDDER PRICING FORM

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

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

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

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

We acknowledge receipt of the following addenda: _____

CB

CATEGORY 1 – FORD

I. Cost of Service:

- A. Shop labor rate per hour: \$ _____ per hour
(Including misc. items, shop supplies, other incidental fees and charges)
- B. Discount percentage off manufacturer list price for parts: _____ %
- C. All other incidental fees, supplies, and charges are to be included in the hourly rate. _____ (Bidder Initials)
- D. Mark up percentage on parts shall not exceed list price. _____ (Bidder Initials)
- E. Freight shall be charged at cost with no markup. _____ (Bidder Initials)

II. Capabilities and Capacities:

- A. Must have a minimum of eight (8) ASE or equivalent certified technicians. _____ (Bidder Initials)
- B. Must have an alignment machine and lift. _____ (Bidder Initials)
- C. Must have a minimum of eight (8) vehicle lifts. _____ (Bidder Initials)
- D. Bidder must have Ford dealer authorized diagnostic and programming equipment including but not limited to VCM 3. _____ (Bidder Initials)

APPENDIX A
BIDDER PRICING FORM
(Continued)

E. List specific diagnostic software on hand:

F. Hours of Operation:

☐ Sunday	Open _____	Close _____
☐ Monday	Open _____	Close _____
☐ Tuesday	Open _____	Close _____
☐ Wednesday	Open _____	Close _____
☐ Thursday	Open _____	Close _____
☐ Friday	Open _____	Close _____
☐ Saturday	Open _____	Close _____

CATEGORY 2 - GM

I. Cost of Service:

- A. Shop labor rate per hour: \$ 169 per hour
(Including misc. items, shop supplies, other incidental fees and charges)
- B. Discount percentage off manufacturer list price for parts: 0 %
- C. All other incidental fees, supplies, and charges are to be included in the hourly rate. CB (Bidder Initials)
- D. Mark up percentage on parts shall not exceed list price. CB (Bidder Initials)
- E. Freight shall be charged at cost with no markup. CB (Bidder Initials)

II. Capabilities and Capacities:

- A. Must have a minimum of eight (8) ASE or equivalent certified technicians. CB (Bidder Initials)
- B. Must have an alignment machine and lift. CB (Bidder Initials)
- C. Must have a minimum of eight (8) vehicle lifts. CB (Bidder Initials)
- D. Bidder must have GM dealer authorized diagnostic and programming equipment including but not limited to MDI 2. CB (Bidder Initials)

APPENDIX A
BIDDER PRICING FORM
(Continued)

E. List specific diagnostic software on hand:

Air Gm required tools

F. Hours of Operation:

o Sunday	Open _____	Close <u>✓</u>
o Monday	Open <u>7</u>	Close <u>6</u>
o Tuesday	Open <u>7</u>	Close <u>6</u>
o Wednesday	Open <u>7</u>	Close <u>6</u>
o Thursday	Open <u>7</u>	Close <u>6</u>
o Friday	Open <u>7</u>	Close <u>6</u>
o Saturday	Open <u>7</u>	Close <u>3</u>

CATEGORY 3 – CHRYSLER, DODGE, JEEP & RAM

I. Cost of Service:

- A. Shop labor rate per hour: \$ _____ per hour
(Including misc. items, shop supplies, other incidental fees and charges)
- B. Discount percentage off manufacturer list price for parts: _____ %
- C. All other incidental fees, supplies, and charges are to be included in the hourly rate. _____ (Bidder Initials)
- D. Mark up percentage on parts shall not exceed list price. _____ (Bidder Initials)
- E. Freight shall be charged at cost with no markup. _____ (Bidder Initials)

II. Capabilities and Capacities:

- A. Must have a minimum of eight (8) ASE or equivalent certified technicians. _____ (Bidder Initials)
- B. Must have an alignment machine and lift. _____ (Bidder Initials)
- C. Must have a minimum of eight (8) vehicle lifts. _____ (Bidder Initials)
- D. Bidder must have Chrysler, Dodge, Jeep & Ram dealer authorized diagnostic and programming equipment including but not limited to WITECH 2.0. _____ (Bidder Initials)

E. List specific diagnostic software on hand:

F. Hours of Operation:

☐ Sunday	Open _____	Close _____
☐ Monday	Open _____	Close _____
☐ Tuesday	Open _____	Close _____
☐ Wednesday	Open _____	Close _____
☐ Thursday	Open _____	Close _____
☐ Friday	Open _____	Close _____
☐ Saturday	Open _____	Close _____

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

Casey Boardman
Printed legal name of Bidder

[Signature]
Signature

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

4.30.26
Date

APPENDIX B DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
1	The Bidder's repair technicians shall be ASE certified or equivalent OEM (Original Equipment Manufacturer) certified.	✓	
2	The Bidder must have a manned repair facility that meets the needs of the City as defined in this contract. The facility must be secure and within twenty-five (25) miles from the Fleet Services department located at 2739 Johnson Road, Huntsville, AL 35805.	✓	
3	Hours charged for a job under a contract shall not exceed those provided by Mitchell On Demand labor time standards, including standard diagnostic times.	✓	
4	The Bidder shall sell parts at a percentage off manufacturer list price. Under no circumstances will a price above list be charged.	✓	
5	All parts and fluids shall be OEM (Original Equipment Manufacturer) equivalent, no exceptions without prior Fleet Management approval. Minimum of one (1) year parts and labor warranty.	✓	
6	The Bidder understands and agrees that the City reserves the right to provide needed parts.	✓	
7	Fleet Services will coordinate all towing of vehicles when needed.	✓	
8	Fleet Services will coordinate all transporting of vehicles to and from vendors and /or subcontractors.	✓	
9	The Bidder shall be required to perform, and be authorized to perform, all manufacturer warranty, recall, and campaign repairs on the category/categories bid, at no cost to the City of Huntsville.	✓	
10	The Bidder shall charge any freight at cost with no markup.	✓	
11	The Bidder will be required to provide a quote to a Fleet supervisor prior to work being done. A purchase order is then required to be issued to bidder before work is done. Each quote will include, but is not limited to, the information below: A) Quote Number B) Contract Number C) Equipment Number or description if number not available D) Date of Service E) Description of Service F) Cost of parts before discount G) Cost of parts after discount H) Quantity of Parts I) Cost of Labor J) Quantity of Labor Hours K) Total Estimated Cost L) Mileage (when applicable)	✓	

Line Ref #	DETAILED REQUIREMENTS Continued	Compliant?	
		Yes	No
12	The Bidder will be required to provide a final invoice to a Fleet supervisor upon completion of work. Each invoice will include, but is not limited to, the information below: A) Invoice Number B) Contract Number C) Equipment Number or description if number not available D) Date of Service E) Description of Service F) Cost of Parts G) Quantity of Parts H) Cost of Labor I) Quantity of Labor Hours J) Total Invoice Cost K) Mileage (when applicable)	✓	

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Bentley Group Inc.

Doing-Business-As Name of Proposer:

Bentley Buick GMC

Principal Office Address:

2120 Drake Ave SW
Huntsville, AL 35805

Telephone Number:

256-536-2475

Fax Number:

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

Corporation

X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

9-18-1979

Location of incorporation:

PO Box 7169 Huntsville, AL 35807 2120 Drake Ave SW

The corporation is held:

Publicly _____ Privately X

Names and titles of corporate officers:

Philip W. Bentley III (President)

Philip W. Bentley JR (VP)

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

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

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

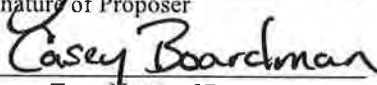
I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

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

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

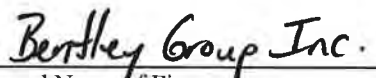
I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.



Signature of Proposer


Print or Type Name of Proposer
4-30-26

Date



Legal Name of Firm
Po Box 7169

Mailing Address
Huntsville AL 35807

City State Zip Code
256-536-2475

Phone Fax
casuy@bentleyauto.com

Email Address
www.bentleygmc.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): Bentley Group Inc.
- City of Huntsville current taxpayer identification number (if available): 981
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: <u>63-0776928 AL</u>
☐ 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): Fixed Operations Dir
Type or legibly write name: Casey Boardman Date: 4-30-26



Alabama Secretary of State



Bentley Group, Inc.

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

Bentley Group, Inc.

	2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	09/18/1979
Capital Amounts Changed From	\$1,000 Authorized \$1,000 Paid In
Transaction Date	12/31/1985
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	07/27/1992
Legal Name Changed From	Bentley Pontiac, Inc.
Transaction Date	01/21/2000
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	06/24/2002
Registered Agent Changed From	* Added
Transaction Date	12/23/2003
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Transaction Date	12/22/2014
Director/Manager/Organizer Activity	NOT PROVIDED
Transaction Date	12/22/2014
Legal Name Changed From	Bentley Pontiac Cadillac, Inc.
Transaction Date	12/22/2014
Miscellaneous Filing Entry	Articles of Amendment Effective 01-01-2015 12:01
Transaction Date	12/22/2014
Principal Office Changed From	HUNTSVILLE, AL
Transaction Date	04/11/2019
Agent Mailing Address Changed From	BENTLEY, PHILIP W JR 2120 DRAKE AVENUE HUNTSVILLE, AL 35805
Transaction Date	04/11/2019
Registered Agent Changed From	BENTLEY, PHILIP W JR 2120 DRAKE AVENUE HUNTSVILLE, AL 35805
Scanned Documents	

Bentley Group, Inc.

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

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Company ID Number: 475222



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

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

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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



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



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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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



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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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



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

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

B. REFERRAL TO DHS

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



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

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

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

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

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

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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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

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



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B. TERMINATION

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

ARTICLE VI PARTIES

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



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

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

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

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



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Approved by:

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



Company ID Number: 475222

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



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

AL

1



Company ID Number: 475222

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

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

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



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



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** 05/05/2026
FROM: Autumn McCord **DEPT:** Fleet Services
BID #: 44-2026-15 **COMMODITY/SERVICE:** Dealership Level Auto/Truck Repair

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND RML Huntsville dba Landers McLarty DCJP

RECOMMENDATION: Please award Category 3 of bid 44-2026-15 to Landers McLarty DCJP as they were the lowest, responsible bidder for this category.

DESCRIPTION	PRICE	UOM	COMMENT
Category 1 - Ford			
No Award			
Category 2- GM			
No Award			
Category 3 - Chrysler, Dodge, Jeep & Ram			
Shop Labor Rate	\$205.00	Per Hour	
Discount Percentage Off Mfr List Price for Parts	15%	Each	

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

APPROVALS:

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

John Lang Digitally signed by John Lang
Date: 2026.05.05 09:15:23 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2026.05.05 09:40:53 -05'00'

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A BIDDER PRICING FORM

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

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

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

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

We acknowledge receipt of the following addenda:

N/A

CATEGORY 1 – FORD

I. Cost of Service:

- A. Shop labor rate per hour: \$_____ per hour
(Including misc. items, shop supplies, other incidental fees and charges)
- B. Discount percentage off manufacturer list price for parts: _____ %
- C. All other incidental fees, supplies, and charges are to be included in the hourly rate. _____ (Bidder Initials)
- D. Mark up percentage on parts shall not exceed list price. _____ (Bidder Initials)
- E. Freight shall be charged at cost with no markup. _____ (Bidder Initials)

II. Capabilities and Capacities:

- A. Must have a minimum of eight (8) ASE or equivalent certified technicians. _____ (Bidder Initials)
- B. Must have an alignment machine and lift. _____ (Bidder Initials)
- C. Must have a minimum of eight (8) vehicle lifts. _____ (Bidder Initials)
- D. Bidder must have Ford dealer authorized diagnostic and programming equipment including but not limited to VCM 3. _____ (Bidder Initials)

APPENDIX A
BIDDER PRICING FORM
(Continued)

E. List specific diagnostic software on hand:

F. Hours of Operation:

☐ Sunday	Open _____	Close _____
☐ Monday	Open _____	Close _____
☐ Tuesday	Open _____	Close _____
☐ Wednesday	Open _____	Close _____
☐ Thursday	Open _____	Close _____
☐ Friday	Open _____	Close _____
☐ Saturday	Open _____	Close _____

CATEGORY 2 - GM

I. Cost of Service:

- A. Shop labor rate per hour: \$_____ per hour
(Including misc. items, shop supplies, other incidental fees and charges)
- B. Discount percentage off manufacturer list price for parts: _____ %
- C. All other incidental fees, supplies, and charges are to be included in the hourly rate. _____ (Bidder Initials)
- D. Mark up percentage on parts shall not exceed list price. _____ (Bidder Initials)
- E. Freight shall be charged at cost with no markup. _____ (Bidder Initials)

II. Capabilities and Capacities:

- A. Must have a minimum of eight (8) ASE or equivalent certified technicians. _____ (Bidder Initials)
- B. Must have an alignment machine and lift. _____ (Bidder Initials)
- C. Must have a minimum of eight (8) vehicle lifts. _____ (Bidder Initials)
- D. Bidder must have GM dealer authorized diagnostic and programming equipment including but not limited to MDI 2. _____ (Bidder Initials)

APPENDIX A
BIDDER PRICING FORM
(Continued)

E. List specific diagnostic software on hand:

F. Hours of Operation:

☐ Sunday	Open _____	Close _____
☐ Monday	Open _____	Close _____
☐ Tuesday	Open _____	Close _____
☐ Wednesday	Open _____	Close _____
☐ Thursday	Open _____	Close _____
☐ Friday	Open _____	Close _____
☐ Saturday	Open _____	Close _____

CATEGORY 3 – CHRYSLER, DODGE, JEEP & RAM

I. Cost of Service:

- A. Shop labor rate per hour: \$ 205.00 per hour
(Including misc. items, shop supplies, other incidental fees and charges)
- B. Discount percentage off manufacturer list price for parts: 15.00 %
- C. All other incidental fees, supplies, and charges are to be included in the hourly rate. SA (Bidder Initials)
- D. Mark up percentage on parts shall not exceed list price. SA (Bidder Initials)
- E. Freight shall be charged at cost with no markup. SA (Bidder Initials)

II. Capabilities and Capacities:

- A. Must have a minimum of eight (8) ASE or equivalent certified technicians. SA (Bidder Initials)
- B. Must have an alignment machine and lift. SA (Bidder Initials)
- C. Must have a minimum of eight (8) vehicle lifts. SA (Bidder Initials)
- D. Bidder must have Chrysler, Dodge, Jeep & Ram dealer authorized diagnostic and programming equipment including but not limited to WITECH 2.0. SA (Bidder Initials)

E. List specific diagnostic software on hand:

Witech 2.0, Snap On Zues Diagnostic Tool, Mopar TPMS Tool,
Mopar Scope Diagnostic Tool, ADAS Alignment Tool.

F. Hours of Operation:

o Sunday	Open _____	Close _____
o Monday	Open <u>7:00</u>	Close <u>6:00</u>
o Tuesday	Open <u>7:00</u>	Close <u>6:00</u>
o Wednesday	Open <u>7:00</u>	Close <u>6:00</u>
o Thursday	Open <u>7:00</u>	Close <u>6:00</u>
o Friday	Open <u>7:00</u>	Close <u>6:00</u>
o Saturday	Open <u>7:00</u>	Close <u>12:00</u>

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.

LANDERS MCLARTY DCJR
Printed legal name of Bidder


Signature

SHANE ANDERSON, SERVICE DIRECTOR
Printed name of individual/corporate officer/general partner/joint venturer AND Title

4/24/2026
Date

APPENDIX B DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
1	The Bidder's repair technicians shall be ASE certified or equivalent OEM (Original Equipment Manufacturer) certified.	✓	
2	The Bidder must have a manned repair facility that meets the needs of the City as defined in this contract. The facility must be secure and within twenty-five (25) miles from the Fleet Services department located at 2739 Johnson Road, Huntsville, AL 35805.	✓	
3	Hours charged for a job under a contract shall not exceed those provided by ~~Mitchell~~ ALLDATA On Demand labor time standards, including standard diagnostic times.	✓	
4	The Bidder shall sell parts at a percentage off manufacturer list price. Under no circumstances will a price above list be charged .	✓	
5	All parts and fluids shall be OEM (Original Equipment Manufacturer) equivalent, no exceptions without prior Fleet Management approval. Minimum of one (1) year parts and labor warranty.	✓	
6	The Bidder understands and agrees that the City reserves the right to provide needed parts .	✓	
7	Fleet Services will coordinate all towing of vehicles when needed.	✓	
8	Fleet Services will coordinate all transporting of vehicles to and from vendors and /or subcontractors.	✓	
9	The Bidder shall be required to perform, and be authorized to perform, all manufacturer warranty, recall, and campaign repairs on the category/categories bid, at no cost to the City of Huntsville.	✓	
10	The Bidder shall charge any freight at cost with no markup.	✓	
11	The Bidder will be required to provide a quote to a Fleet supervisor prior to work being done. A purchase order is then required to be issued to bidder before work is done. Each quote will include, but is not limited to, the information below: A) Quote Number B) Contract Number C) Equipment Number or description if number not available D) Date of Service E) Description of Service F) Cost of parts before discount G) Cost of parts after discount H) Quantity of Parts I) Cost of Labor J) Quantity of Labor Hours K) Total Estimated Cost L) Mileage (when applicable)	✓	

Line Ref #	DETAILED REQUIREMENTS Continued	Compliant?	
		Yes	No
12	The Bidder will be required to provide a final invoice to a Fleet supervisor upon completion of work. Each invoice will include, but is not limited to, the information below: A) Invoice Number B) Contract Number C) Equipment Number or description if number not available D) Date of Service E) Description of Service F) Cost of Parts G) Quantity of Parts H) Cost of Labor I) Quantity of Labor Hours J) Total Invoice Cost K) Mileage (when applicable)	✓	

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

RML HUNTSVILLE, AL LLC

Doing-Business-As Name of Proposer:

LANDERS McLARTY DCJR

Principal Office Address:

6533 UNIVERSITY DR NW

HUNTSVILLE, AL 35806

Telephone Number:

256-864-7426

Fax Number:

256-721-6430

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:

03/05/2008

Location of incorporation:

ARKANSAS

The corporation is held:

Publicly Privately X

Names and titles of corporate officers:

ROBERT L. JOHNSON

THOMAS F. McLARTY III

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

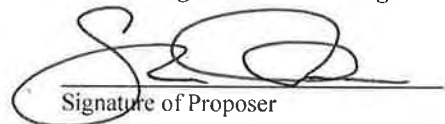
I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements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

SHANE ANDERSON

Print or Type Name of Proposer

4/24/2026

Date

LANDERS MCLARTY DCJR

Legal Name of Firm

6533 UNIVERSITY DR NW

Mailing Address

HUNTSVILLE AL 35806

City State Zip Code

256-864-7426 256-721-6430

Phone Fax

SANDERSON@LANDERSMCLARTYDCJ.COM

Email Address

WWW.LANDERSMCLARTYDCJ.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): RML AUTOMOTIVE, AL LLC DBA: LANDERS McLARTY DCJR
- City of Huntsville current taxpayer identification number (if available): 28263
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

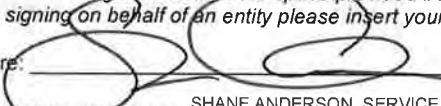
B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☒ Limited Liability Company (LLC) (Single Member)	Number & State: 000-615-139 ALABAMA
☐ LLC (Multi-Member)	Number & State:
☐ Corporation	Number & State:
☐ 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): _____

Type or legibly write name: SHANE ANDERSON, SERVICE DIRECTOR Date: 4/24/2026



Alabama Secretary of State



RML Huntsville AL, LLC

Entity ID Number	000-615-139
Entity Type	Foreign Limited Liability Company
Principal Address	425 WEST CAPITOL STE 3810 LITTLE ROCK, AR 72201
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Arkansas
Formation Date	03/05/2008
Qualify Date	03/13/2008
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	SALE OF MOTOR VEHICLES
Annual Reports	
Report Year	<u>2022</u> <u>2023</u> <u>2024</u>
Transactions	
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	<u>03/13/2008</u> <u>Certificate of Formation</u> <u>1pg.</u>
Document Date / Type / Pages	<u>03/08/2010</u> <u>Registered Agent Change</u> <u>1pg.</u>

[New Search](#)



Company ID Number: 32855

Client Company ID Number: 1138434

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

Approved by:

Employer RML Automotive Holdings DBA : LANOERS MCLARTY DCJ	
Name (Please Type or Print) EMILY RETTMAN	Title HR & PAYROLL MGR
Signature <i>Emily Rettmann</i>	Date 4/3/17
E-Verify Employer Agent ADP, LLC	
Name (Please Type or Print) Delaney Gagnon	Title
Signature Electronically Signed	Date 10/27/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/28/2016



Company ID Number: 32855

Client Company ID Number: 1138434

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	RML Automotive Holdings
Company Facility Address	1547 S Stemmons Freeway Lewisville, TX 75067
Company Alternate Address	1547 S Stemmons Freeway Lewisville, TX 75067
County or Parish	DALLAS
Employer Identification Number	261966744
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	22



Company ID Number: 32855

Client Company ID Number: 1138434

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

ALABAMA	6 site(s)
ARKANSAS	5 site(s)
LOUISIANA	2 site(s)
MARYLAND	1 site(s)
MISSOURI	2 site(s)
TENNESSEE	1 site(s)
TEXAS	5 site(s)



Company ID Number: 32855

Client Company ID Number: 1138434

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

Name Chris Koenig
Phone Number (817) 821 - 8158
Fax Number
Email Address ckoenig@mlauto.com

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

2025

TAXPAYER #: 28263
CITIZEN STATUS: C

DATE ISSUED: 1/31/2025
LICENSE NO: 394264

TAXPAYER: RML HUNTSVILLE AL LLC
6533 UNIVERSITY DR NW
HUNTSVILLE, AL 35806

ATTENTION: LISA RUFFNER

NAICS CODE: 441110 - NEW CAR DEALERS

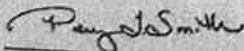
BUSINESS LOCATION: 1
LOCATION: LANDERS MCLARTY CHRYSLER, JEEP, DODGE
6533 UNIVERSITY DR NW
HUNTSVILLE, AL 35806

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>
03	AUTOMOTIVE DEALER - NEW	\$49,986.83
	TOTAL LICENSE	\$49,986.83
	TOTAL ISSUANCE FEES	\$14.00
	TOTAL PAYMENT	\$50,000.83

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



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

STATE OF ALABAMA

CONTROL NO.

5155405

ACCOUNT NO.

131112

MADISON COUNTY

ISSUED TO:

LICENSE NO.

2612689

LICENSE YEAR

2025-2026

RML HUNTSVILLE AL LLC

DBA LANDERS MCLARTY DODGE CHRYSLER JEEP

6533 UNIVERSITY DR NW

HUNTSVILLE, AL 35806

DATE ISSUED

10 31 2025

MO. DAY YR.

LICENSE TYPE

STORE LICENSE

CHAIN STORE LICENSE

OCCUPATIONAL LICENSE

X

BUSINESS LOCATION:

6523 UNIVERSITY DR NW

HUNTSVILLE, AL 35806

RL:47007730

U36 - #5155405 - T2 - P2239722 - M2

EXPIRES

9/30/2026

RENEW IN OCTOBER

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0051	AUTOMOBILE DEALERS (half/incorporated)	105.00	1.75	0.00	0.00	0.00	106.75

TRANSFER OF LICENSE

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Name of Purchaser

Issuing Authority

Kathleen D. Baxter

State Comptroller

Vernon Barnett

Commissioner of Revenue

MARK CRAIG

Issuing Authority

TOTAL 106.75

MAIL FEE 0.00

TOTAL WITH MAIL FEE 106.75

PAYMENT INFO (2239722)

CASH : \$0.00
CHECK : \$106.75 170788
CC : \$0.00
CHANGE : \$0.00
TOTAL : \$106.75

RML HUNTSVILLE AL LLC

6533 UNIVERSITY DR NW

HUNTSVILLE, AL 35806

2026

Master Dealer License

Regulatory License 2026

TITLE 40, CHAPTER 12, ARTICLE 8, CODE OF ALABAMA 1975

Alabama Department of Revenue

Motor Vehicle

P.O. BOX 327643, MONTGOMERY, AL 36132-7643

Issued To:

RML HUNTSVILLE AL, LLC

DBA:

LANDERS MCLARTY DODGE CHRYSLER
JEEP

License Number:

470077300

Effective Date:

October 27, 2025

Expiration Date:

September 30, 2026

Mailing Business Location:

6533 UNIVERSITY DR NW HUNTSVILLE AL
35806-1717

Primary Business Location:

6533 UNIVERSITY DR NW HUNTSVILLE
AL 35806-1717

Secondary Business Location:

6523 UNIVERSITY DR NW HUNTSVILLE
AL 35806-1717

This is a regulatory license and is not transferable or refundable. This license should be presented to the privilege license issuing officer at the County Courthouse in the county where your business is located in order to secure the State and County Privilege under Code Section 40-12-51 Automobile Dealer.



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement DATE: May 5, 2026
FROM: Brian Walker DEPT: Landscape Management
BID #: 36-2026-52 COMMODITY/SERVICE: Landscape Maint Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Southern Lawncare

RECOMMENDATION: It is recommended Southern be awarded Packages K, P, Q and R as they were the lowest bidder and be awarded Packages M, N and O *SEE MEMO

DESCRIPTION	PRICE	UOM	COMMENT
PKG K: CAMPUS 805/BUTLER GREEN	\$2,400	Annual	
PKG P: BENTON WILCOXON ICE COMPLEX	\$7,200	Annual	
PKG Q: POLICE/FBI FIRING RANGE	\$12,000	Annual	
PKG R: PUBLIC SAFETY TRAINING FACILITY	\$6,000	Annual	
PKG M: NATATORIUM	\$6,000	Annual	TIED BID *
PKG N: SHURNEY LEGACY CENTER	\$10,800	Annual	TIED BID *
PKG O: MARK RUSSEL REC CENTER	\$6,900	Annual	TIED BID *

INITIAL PURCHASE: AS NEEDED
FUNDING SOURCE: 1000-52-52100-515370
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

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

Brian R. Walker Digitally signed by Brian R. Walker
Date: 2026.05.05 10:54:33 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2026.05.05 11:03:41 -05'00'

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A BIDDER PRICING FORM

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

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

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

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

We acknowledge receipt of the following addenda: _____

SEE SEPARATE EXCEL FILE POSTED ON THE BIDNET WEB SITE:

Landscape Maintenance Services Pricing Form 2026.xlsx

Bidder must complete, sign and submit this form.

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

Buddy Guffey
Printed legal name of Bidder

Buddy Guffey
Signature

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

3/31/2026
Date

NEW LANDSCAPE MAINTENANCE SERVICES 2026 PRICING FORM

Bidder must complete and submit this form.

(Print Pricing Form in Landscape Setting)

COMPANY NAME: *Southern Landscape and Landcare, Inc.*

PACKAGE	PROPERTY NAME	LOCATION	FREQUENCY	ACCEPTABLE SERVICE TIMES	MONTHLY PRICE	ANNUAL PRICE	ANNUAL TOTAL PER PACKAGE
A	Carl T. Jones, North & South	Whitesburg Dr. to Cecil Ashburn Dr. (includes islands)	Weekly	Mon - Fri	\$1,600.00	\$19,200.00	
A	Cecil Ashburn Dr.	Bailey Cove Rd. to Avalon Dr.	Weekly	Mon - Fri	\$525.00	\$6,300.00	
A	Carl T. Jones, East Side	North of Cecil Ashburn Dr. from CVS to Waffle House	Weekly	Mon - Fri	\$200.00	\$2,400.00	
B	All Downtown Streets	See Package B Map	Weekly	Mon - Fri	\$1,400.00	\$16,800.00	\$27,900.00
C	Parking Lots:						
	Lot A Parking	Fountain Cir.	Weekly	Mon - Fri	\$120.00	\$1,440.00	
	Lot C Parking	Church St.	Weekly	Mon - Fri	\$120.00	\$1,440.00	
	Lot D Parking	Holmes Ave. & Green St.	Weekly	Mon - Fri	\$100.00	\$1,200.00	
	Lot E Parking	Green St. & Eustis St.	Weekly	Mon - Fri	\$65.00	\$780.00	
	Lot H Parking	100 Holmes Ave.	Weekly	Mon - Fri	\$90.00	\$1,080.00	
	Lot H-1 Parking	100 Holmes Ave.	Weekly	Mon - Fri	\$65.00	\$780.00	
	Lot K Parking	320 Clinton Ave.	Weekly	Mon - Fri	\$165.00	\$1,980.00	
	Lot U Parking	Eustis St. & Green St.	Weekly	Mon - Fri	\$100.00	\$1,200.00	
	Lot V Parking	Clinton Ave. West of VBCC	Weekly	Mon - Fri	\$120.00	\$1,440.00	
C	Downtown Lots:						\$11,340.00
	Lot next to Clinton Ave. Post Office	East side of Post Office on Clinton Ave.	Bi-Weekly	Mon - Fri	\$110.00	\$1,320.00	
	Lot behind Clinton Ave. Post Office	South side of Post Office on Clinton Ave.	Bi-Weekly	Mon - Fri	\$85.00	\$1,020.00	
D	Facility Area 1:						\$2,340.00
	MPPSC	Wheeler Ave.	Weekly	Mon - Fri	\$700.00	\$8,400.00	
	Baker Building	820 Wheeler Ave.	Weekly	Mon - Fri	\$100.00	\$1,200.00	
	Wheeler Parking	Wheeler Ave.	Weekly	Mon - Fri	\$175.00	\$2,100.00	
	Martin Luther King Center	2000 Vernon Avenue	Weekly	Mon - Fri	\$200.00	\$2,400.00	
	Westside Center	125 Earl St.	Weekly	Mon - Fri	\$250.00	\$3,000.00	
							\$17,100.00

T	Washington & Pratt	See Package T Maps	Bi-weekly	Mon-Fri	\$2,800.00	\$33,600.00		
U	Apollo Park	See Package U Map	Weekly	Mon-Fri	\$1,400.00	\$16,800.00		
V	Martin Road Recreation Center	150 Martin Road SW	Weekly	Mon-Fri	\$733.00	\$8,796.00		

This Price Bid Form is hereby submitted by the undersigned:

Buddy Gutfey

Printed legal name of Bidder

Signature

Buddy Gutfey

N#

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

Date

4-7-2026

APPENDIX B DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	I. MINIMUM SERVICE REQUIREMENTS		
1	The Bidder must provide the City a written schedule of weekly maintenance. If the Contractor sees a need to make changes to this schedule, 48 hours' notice shall be given to the City Representative.	BS	
2	Work performed by Contractors under this IFB may require transporting grounds care equipment from property to property, using truck and trailer haulers. Under no circumstances will Contractors be allowed to park transport equipment on turf areas or mulched bed areas while servicing City properties.	BS	
3	Contractors will park at meters, or in parking lots in designated parking spaces, on the day of their maintenance. The City will not require companies that are under contract with the City for Lawn Maintenance Services to feed parking meters while servicing the City properties.	BS	
4	Properties to be maintained, frequency and permitted times of acceptable service, are described herein as a separate file, Landscape Maintenance Services Pricing Form 2026.xlsx, posted on our E-Bids web site.	BS	
5	Cut lines are currently established on all properties. A separate PDF file (Landscape Maintenance Services Maps 2026.pdf) is posted on the E-Bids web site containing the maps that indicate the locations and areas for services to be performed. These maps are a general reference guide and not guaranteed to be exact. It is the responsibility of the Bidder to visit the properties themselves and not rely solely on the City's maps.	BS	
6	Some private property owners may maintain the right-of-way frontage of their property. This is acceptable with the City if standards are comparable, and schedules are coordinated by the Contractor and the property owner. In the event that such private owners cease to maintain right-of-way(s), it shall be the Contractor's responsibility to begin maintenance at no additional cost to the City.	BS	
7	The Bidder's price is fixed and not determined by acreage but rather by lump sum.	BS	
8	All work and services shall be performed by the Contractor or its employees.	BS	
	A. MOWING/EDGING		
9	Mow fescue/bermuda areas to a height of 2" to 2-1/2" in accordance with the frequency listed in the separate attached file, Landscape Maintenance Services Pricing Form 2023.xlsx, posted on our E-Bids web site.	BS	
10	Trim and edge each mowing cycle.	BS	
11	Remove grass and weed clippings after each visit. Clippings must not be thrown into beds.	BS	
12	All grass shall be removed by mechanical or chemical means from curbs and gutters.	BS	
13	Remove litter prior to mowing. If litter is cut during mowing, stop and remove at once.	BS	
14	Site shall be swept or blown clean after mowing/trimming.	BS	
15	Discharge guards shall be in the down position at all times.	BS	
16	Stick edger's are to be used for curb and sidewalk edging only. Curb dressers are not acceptable.	BS	

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	B. BLOWING		
17	Grass clippings or debris caused by mowing, trimming, or edging shall be immediately removed from adjacent walks, curbs, beds, and roadway areas on the same day as turf is mowed, trimmed or edged.	BS	
18	Grass clippings or debris shall be removed in such a way as to not cause drift into roadways, adjacent properties, or storm drains.	BS	
19	At the end of each mowing cycle, the Contractor is responsible for checking storm drain inlets and making sure they are clear of any clippings and debris, regardless of the origin of the debris. Clippings blown into street that will eventually end up in storm drains is illegal and will not be tolerated.	BS	
	C. LEAF REMOVAL		
20	Gather and remove leaves on a weekly basis during October, November, December and January. Gather and remove leaves on an as-needed basis for all other months.	BS	
	D. LITTER AND TRASH MANAGEMENT		
21	It is the City's intent for all pricing to include Litter and Trash Management.	BS	
22	All walks, turf areas, beds and parking areas will be policed free of all trash and debris (includes cigarettes, tree limbs, pinecones, sticks, discarded gum, cans, bottles, litter in water, etc.) at each visit.	BS	
	E. DAMAGE TO PROPERTY		
23	Sprinkler heads or other property broken by the Contractor shall be replaced or repaired at the Contractor's expense.	BS	
24	The City Representative must be notified upon damage and intent to repair.	BS	
	F. ADDITIONAL PROPERTY		
25	The City reserves the right to negotiate the maintenance of additional property during the term of the contract. We will ask the current city lawncare contractors to give us a written quote within 48 hours. Any additions will be approved by change order by the City Administrative staff.	BS	
	G. REDUCING PROPERTY		
26	The Bidder agrees to engage in good faith renegotiation of quoted fees where a substantive change in an awarded property package alters the amount of work required to maintain a satisfactory level of service.	BS	
	II. RESPONSIBILITIES OF THE CONTRACTOR		
27	A. The Contractor must maintain a competent and coherent staff. An English-speaking employee or a translator must be on the job site to communicate any contract issues that may arise and must comply with E-Verify (Section 3.0 Bidder Information & Acknowledgements).	BS	
28	B. Contractor must provide modern communication (cell phone and/or pager) numbers to the City Representative.	BS	
29	C. Contractor must provide a working telephone (cell phone and/or pager) number for service area calls.	BS	
30	D. Contractor shall provide the insurance coverage required within this IFB.	BS	
31	E. Contractor must be authorized and properly licensed to do lawncare business in the City, County, and State of Alabama and will comply with all pertinent City, State, and Federal requirements, codes and regulations related to such, as applicable. Contractor shall provide evidence of such licenses to the City upon request.	BS	

32	F. Contractor must have performed comparable landscaping services for a minimum of three (3) years and attach documentation to this bid.	BA	
Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
33	G. Contractor shall furnish all labor, equipment, tools, transportation, supplies, insurance, licenses, permits and other facilities necessary to properly and legally complete the service functions of the Contract in an orderly and workmanlike manner.	BA	
34	H. Contractor shall supervise and direct the work and their employees to the best of their ability and are solely responsible for all techniques, procedures, coordination of services, and actions by their employees.	BA	
35	I. Contractor's work vehicles must display the company name.	BA	
36	J. Contractor service personnel shall maintain a neat appearance in suitable clothing, with identifying company attire (i.e. T-Shirt).	BA	
37	K. Contractor shall be liable for any and all damage to property of the City or any residents that results from performance of the service functions.	BA	
38	L. Damage by the Contractor and service personnel shall be repaired and restored without cost to the City.	BA	
39	M. Contractors shall comply with State of Alabama Department of Transportation regulations concerning traffic control devices.	BA	
40	N. Contractor shall provide signs, i.e. 'mowers ahead', barricades, and/or flashing lights, as necessary , for the protection of the workers and the safety of the public.	BA	
41	O. The Contractor shall ensure their employees are equipped with adequate personal protective equipment while performing contract services. Such personal protective equipment shall include, but is not limited to: goggles, safety glasses, face shields, gloves, safety vests, etc.	BA	
42	P. Any items of value found by the Contractor must be turned into City personnel.	BA	
43	Q. Bidders must provide a list of all equipment to be used and must include the make, model, serial number, and year of each piece of equipment. The City will make arrangements to inspect the equipment. If the Bidder must obtain equipment in order to perform this work, explain what equipment will be purchased and how financing will be obtained.	BA	

APPENDIX D REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

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

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: <u>000-225-964 AL</u>
☐ 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: Buddy Guffey Title (if applicable): Owner
Type or legibly write name: Buddy Guffey Date: 3/31/2026

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Buddy Guffey

Doing-Business-As Name of Proposer:

Southern Landscape and Lawncare, Inc.

Principal Office Address:

P.O. Box 158
Brownsboro, AL 35741

Telephone Number:

(256) 679-9429

Fax Number:

(256) 964-8993

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

Corporation

X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

10-4-2002

Location of incorporation:

Huntsville, AL

The corporation is held:

Publicly Privately X

Names and titles of corporate officers:

Buddy Guffey, Owner / manager

John Dempsey - Supervisor

Steve Atchley - Supervisor

Partnership Statement

If a partnership, answer the following:

Date of organization:
Location of organization:
The partnership is:

General NA Limited NA

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 NA No NA

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

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

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

City Employee
If "Yes," Department

Yes _____ No K

Member of Household City Employee
If "Yes," Name (s)

Yes _____ No K

NA

Anyone associated with your
company a City Employee
If "Yes," Name (s)

Yes _____ No K

3. CONTRACTOR E-VERIFY – NOTICE

2089004 everify.

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.

Buddy Gutfey
Signature of Proposer

Buddy Gutfey
Print or Type Name of Proposer

3/31/2026
Date

Southern Landscape & Lawncare, INC.
Legal Name of Firm

P.O. Box 158
Mailing Address

Brownsboro, AL 35741
City State Zip Code

256-679-9429
Phone Fax

buddygutfey@aol.com
Email Address

NA
Website Address



Alabama Secretary of State



Southern Landscape & Lawn Care, Inc.

Entity ID Number	000-225-964
Entity Type	Domestic Corporation
Principal Address	HUNTSVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	11/14/2002
Registered Agent Name	PHILLIPS, CURTIS
Registered Office Street Address	1606 GREENWYCHE RD HUNTSVILLE, AL 35801
Registered Office Mailing Address	Not Provided
Nature of Business	LANDSCAPE/LAWN CARE SERVICES
Capital Authorized	1,000
Capital Paid In	
Incorporators	
Incorporator Name	MCCRARY, M VANCE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	2002 2003 2005 2006 2007 2012 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Scanned Documents	
Document Date / Type / Pages	11/14/2002 Certificate of Formation 3 pgs.

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

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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



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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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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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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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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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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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Approved by:

Employer Southern Landscape and Lawncare, Inc	
Name (Please Type or Print) Buddy Guffey	Title
Signature Electronically Signed	Date 02/22/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/22/2023



Company ID Number: 2089004



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: 2089004



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



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement DATE: April 28, 2026
FROM: Brian Walker DEPT: Landscape Management
BID #: 36-2026-52 COMMODITY/SERVICE: Landscape Maint Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND The Grounds Guys

RECOMMENDATION: It is recommended The Grounds Guys be awarded Packages D, H and U as they were the lowest bidder.

DESCRIPTION	PRICE	UOM	COMMENT
PKG D: FACILITY AREA 1	\$15,360	ANNUAL	
PKG H: WESTCHESTER AVE/ WESTBURY DRIVE	\$4,920	ANNUAL	
PKG U: APOLLO PARK	\$6,705	ANNUAL	4A declined award.

INITIAL PURCHASE: As Needed
FUNDING SOURCE: 1000-52-52100-515370
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

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

Brian R. Walker Digitally signed by Brian R. Walker
Date: 2026.04.28 15:09:13 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2026.04.29 14:33:47 -05'00'

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A BIDDER PRICING FORM

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

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

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

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

We acknowledge receipt of the following addenda: _____

SEE SEPARATE EXCEL FILE POSTED ON THE BIDNET WEB SITE:
Landscape Maintenance Services Pricing Form 2026.xlsx
Bidder must complete, sign and submit this form.

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

Darrell Glenn Rice
Printed legal name of Bidder

Darrell Glenn Rice
Signature

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

4/7/2026
Date

NEW LANDSCAPE MAINTENANCE SERVICES 2026 PRICING FORM

Bidder must complete and submit this form.

(Print Pricing Form in Landscape Setting)

COMPANY NAME: _____

PACKAGE	PROPERTY NAME	LOCATION	FREQUENCY	ACCEPTABLE SERVICE TIMES	MONTHLY PRICE	ANNUAL PRICE	ANNUAL TOTAL PER PACKAGE
A	Carl T. Jones, North & South	Whitesburg Dr. to Cecil Ashburn Dr. (Includes islands)	Weekly	Mon - Fri	\$2,280.00	\$27,360.00	
A	Cecil Ashburn Dr.	Bailey Cove Rd. to Avalon Dr.	Weekly	Mon - Fri	\$2,160.00	\$25,920.00	
A	Carl T. Jones, East Side	North of Cecil Ashburn Dr. from CVS to Waffle House	Weekly	Mon - Fri	\$360.00	\$4,320.00	
B	All Downtown Streets	See Package B Map	Weekly	Mon - Fri	\$6,000.00	\$72,000.00	\$57,600.00
C	Parking Lots:						
	Lot A Parking	Fountain Cir.	Weekly	Mon - Fri	\$120.00	\$1,440.00	
	Lot C Parking	Church St.	Weekly	Mon - Fri	\$120.00	\$1,440.00	
	Lot D Parking	Holmes Ave. & Green St.	Weekly	Mon - Fri	\$100.00	\$1,200.00	
	Lot E Parking	Green St. & Eustis St.	Weekly	Mon - Fri	\$100.00	\$1,200.00	
	Lot H Parking	100 Holmes Ave.	Weekly	Mon - Fri	\$120.00	\$1,440.00	
	Lot H-1 Parking	100 Holmes Ave.	Weekly	Mon - Fri	\$80.00	\$960.00	
	Lot K Parking	320 Clinton Ave.	Weekly	Mon - Fri	\$120.00	\$1,440.00	
	Lot U Parking	Eustis St. & Green St.	Weekly	Mon - Fri	\$100.00	\$1,200.00	
	Lot V Parking	Clinton Ave. West of VBCC	Weekly	Mon - Fri	\$120.00	\$1,440.00	
C	Downtown Lots:						\$11,760.00
	Lot next to Clinton Ave. Post Office	East side of Post Office on Clinton Ave.	Bi-Weekly	Mon - Fri	\$100.00	\$1,200.00	
	Lot behind Clinton Ave. Post Office	South side of Post Office on Clinton Ave.	Bi-Weekly	Mon - Fri	\$100.00	\$1,200.00	
D	Facility Area 1:						\$2,400.00
	MJPS	Wheeler Ave.	Weekly	Mon - Fri	\$480.00	\$5,760.00	
	Baker Building	820 Wheeler Ave.	Weekly	Mon - Fri	\$120.00	\$1,440.00	
	Wheeler Parking	Wheeler Ave.	Weekly	Mon - Fri	\$200.00	\$2,400.00	
	Martin Luther King Center	2000 Vernon Avenue	Weekly	Mon - Fri	\$240.00	\$2,880.00	
	Westside Center	125 Earl St.	Weekly	Mon - Fri	\$240.00	\$2,880.00	
							\$15,360.00

E	Huntsville Railroad Depot	320 Church Street NW	Weekly	Mon - Fri	\$720.00	\$8,640.00			
F	Animal Control Complex:								
	A Cleaner Way	4950 Triana Blvd.	Weekly	Mon - Fri	\$720.00	\$8,640.00			
G	Gallatin St/Lowe Ave.	660 Lowe Ave.	Bi-Weekly	Mon - Fri	\$270.00	\$3,240.00			
	Pollard Cir.	See Package G Map	Bi-Weekly	Mon - Fri	\$120.00	\$1,440.00			
	Saint Clair St.	Between Fackler St. & Turner St.	Bi-Weekly	Mon - Fri	\$90.00	\$1,080.00	\$5,760.00		
H	Westchester Ave.	See Package H Map	Bi-Weekly	Mon - Fri	\$360.00	\$4,320.00			
	Westbury Dr.	Round-A-Bout	Bi-Weekly	Mon - Fri	\$50.00	\$600.00	\$4,920.00		
I	Pratt Ave. Medians (5)	East of Andrew Jackson Way, Five Points	Weekly	Mon - Fri	\$260.00	\$3,120.00			
	Big Cove Rd./California St./Governors Dr.	North side	Weekly	Mon - Fri	\$300.00	\$3,600.00	\$6,720.00		
J	Joseph Lowery Blvd.	Governors Dr. north to Pelham Ave.	Weekly	Mon - Fri	\$240.00	\$2,880.00			
	Pelham Park	Pelham Ave. to Williams	Weekly	Mon - Fri	\$240.00	\$2,880.00			
		See Package J Map	Weekly	Mon - Fri	\$180.00	\$2,160.00	\$7,920.00		
K	Campus 805 (Butler Green)	2606 Clinton Ave.	Weekly	Mon - Fri	\$360.00	\$4,320.00			
L	Homer Nance/Green Mtn Park/Green Mtn Fire Station	See Package L Maps	Weekly	Mon - Fri	\$1,260.00	\$15,120.00			
M	Natatorium	South end of Ivy St. after Drake Ave. Intersection	Weekly	Mon-Fri	\$600.00	\$7,200.00			
N	Shurmev Legacy Center	3011 Sparkman Drive NW	Weekly	Mon-Fri	\$1,320.00	\$15,840.00			
O	Mark Russell Recreational Park	429 Taylor Road	Weekly	Mon-Fri	\$660.00	\$7,920.00			
P	Benton Wilcoxon Municipal Ice Complex	3185 Leeman Ferry Road	Weekly	Mon-Fri	\$1,440.00	\$17,280.00			
Q	Police/FBI Firing Range	292 Wall Triana Highway, Madison	Weekly	Mon-Fri	\$1,200.00	\$14,400.00			
R	Public Safety Training Facility	5365 Triana Boulevard	Weekly	Mon-Fri	\$1,320.00	\$15,840.00			
S	Joe Davis Stadium	3125 Don Mincher Drive SW	Weekly	Mon-Fri	\$600.00	\$7,200.00			
T	Washington & Pratt	See Package T Maps	Bi-weekly	Mon-Fri	\$900.00	\$10,800.00			
U	Apollo Park	See Package U Map	Weekly	Mon-Fri	\$558.75	\$6,705.00			
V	Martin Road Recreation Center	150 Martin Road SW	Weekly	Mon-Fri	\$720.00	\$8,640.00			

This Price Bid Form is hereby submitted by the undersigned:

Darrell Glen Rice
Printed legal name of Bidder

Darrell Glen Rice
Signature

Darrell Glen Rice - Sales Manager
Printed name of individual/corporate officer/general
partner/joint venturer AND Title

4/7/2016
Date

APPENDIX B DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	I. MINIMUM SERVICE REQUIREMENTS		
1	The Bidder must provide the City a written schedule of weekly maintenance. If the Contractor sees a need to make changes to this schedule, 48 hours' notice shall be given to the City Representative.	✓	
2	Work performed by Contractors under this IFB may require transporting grounds care equipment from property to property, using truck and trailer haulers. Under no circumstances will Contractors be allowed to park transport equipment on turf areas or mulched bed areas while servicing City properties.	✓	
3	Contractors will park at meters, or in parking lots in designated parking spaces, on the day of their maintenance. The City will not require companies that are under contract with the City for Lawn Maintenance Services to feed parking meters while servicing the City properties.	✓	
4	Properties to be maintained, frequency and permitted times of acceptable service, are described herein as a separate file, Landscape Maintenance Services Pricing Form 2026.xlsx, posted on our E-Bids web site.	✓	
5	Cut lines are currently established on all properties. A separate PDF file (Landscape Maintenance Services Maps 2026.pdf) is posted on the E-Bids web site containing the maps that indicate the locations and areas for services to be performed. These maps are a general reference guide and not guaranteed to be exact. It is the responsibility of the Bidder to visit the properties themselves and not rely solely on the City's maps.	✓	
6	Some private property owners may maintain the right-of-way frontage of their property. This is acceptable with the City if standards are comparable, and schedules are coordinated by the Contractor and the property owner. In the event that such private owners cease to maintain right-of-way(s), it shall be the Contractor's responsibility to begin maintenance at no additional cost to the City.	✓	
7	The Bidder's price is fixed and not determined by acreage but rather by lump sum.	✓	
8	All work and services shall be performed by the Contractor or its employees.	✓	
	A. MOWING/EDGING		
9	Mow fescue/bermuda areas to a height of 2" to 2-1/2" in accordance with the frequency listed in the separate attached file, Landscape Maintenance Services Pricing Form 2023.xlsx, posted on our E-Bids web site.	✓	
10	Trim and edge each mowing cycle.	✓	
11	Remove grass and weed clippings after each visit. Clippings must not be thrown into beds.	✓	
12	All grass shall be removed by mechanical or chemical means from curbs and gutters.	✓	
13	Remove litter prior to mowing. If litter is cut during mowing, stop and remove at once.	✓	
14	Site shall be swept or blown clean after mowing/trimming.	✓	
15	Discharge guards shall be in the down position at all times.	✓	
16	Stick edger's are to be used for curb and sidewalk edging only. Curb dressers are not acceptable.	✓	

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	B. BLOWING		
17	Grass clippings or debris caused by mowing, trimming, or edging shall be immediately removed from adjacent walks, curbs, beds, and roadway areas on the same day as turf is mowed, trimmed or edged.	✓	
18	Grass clippings or debris shall be removed in such a way as to not cause drift into roadways, adjacent properties, or storm drains.	✓	
19	At the end of each mowing cycle, the Contractor is responsible for checking storm drain inlets and making sure they are clear of any clippings and debris, regardless of the origin of the debris. Clippings blown into street that will eventually end up in storm drains is illegal and will not be tolerated.	✓	
	C. LEAF REMOVAL		
20	Gather and remove leaves on a weekly basis during October, November, December and January. Gather and remove leaves on an as-needed basis for all other months.	✓	
	D. LITTER AND TRASH MANAGEMENT		
21	It is the City's intent for all pricing to include Litter and Trash Management.	✓	
22	All walks, turf areas, beds and parking areas will be policed free of all trash and debris (includes cigarettes, tree limbs, pinecones, sticks, discarded gum, cans, bottles, litter in water, etc.) at each visit.	✓	
	E. DAMAGE TO PROPERTY		
23	Sprinkler heads or other property broken by the Contractor shall be replaced or repaired at the Contractor's expense.	✓	
24	The City Representative must be notified upon damage and intent to repair.	✓	
	F. ADDITIONAL PROPERTY		
25	The City reserves the right to negotiate the maintenance of additional property during the term of the contract. We will ask the current city lawncare contractors to give us a written quote within 48 hours. Any additions will be approved by change order by the City Administrative staff.	✓	
	G. REDUCING PROPERTY		
26	The Bidder agrees to engage in good faith renegotiation of quoted fees where a substantive change in an awarded property package alters the amount of work required to maintain a satisfactory level of service.	✓	
	II. RESPONSIBILITIES OF THE CONTRACTOR		
27	A. The Contractor must maintain a competent and coherent staff. An English-speaking employee or a translator must be on the job site to communicate any contract issues that may arise and must comply with E-Verify (Section 3.0 Bidder Information & Acknowledgements).	✓	
28	B. Contractor must provide modern communication (cell phone and/or pager) numbers to the City Representative.	✓	
29	C. Contractor must provide a working telephone (cell phone and/or pager) number for service area calls.	✓	
30	D. Contractor shall provide the insurance coverage required within this IFB.	✓	
31	E. Contractor must be authorized and properly licensed to do lawncare business in the City, County, and State of Alabama and will comply with all pertinent City, State, and Federal requirements, codes and regulations related to such, as applicable. Contractor shall provide evidence of such licenses to the City upon request.	✓	

32	F. Contractor must have performed comparable landscaping services for a minimum of three (3) years and attach documentation to this bid.		
Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
33	G. Contractor shall furnish all labor, equipment, tools, transportation, supplies, insurance, licenses, permits and other facilities necessary to properly and legally complete the service functions of the Contract in an orderly and workmanlike manner.	✓	
34	H. Contractor shall supervise and direct the work and their employees to the best of their ability and are solely responsible for all techniques, procedures, coordination of services, and actions by their employees.	✓	
35	I. Contractor's work vehicles must display the company name.	✓	
36	J. Contractor service personnel shall maintain a neat appearance in suitable clothing, with identifying company attire (i.e. T-Shirt).	✓	
37	K. Contractor shall be liable for any and all damage to property of the City or any residents that results from performance of the service functions.	✓	
38	L. Damage by the Contractor and service personnel shall be repaired and restored without cost to the City.	✓	
39	M. Contractors shall comply with State of Alabama Department of Transportation regulations concerning traffic control devices.	✓	
40	N. Contractor shall provide signs, i.e. 'mowers ahead', barricades, and/or flashing lights, as necessary, for the protection of the workers and the safety of the public.	✓	
41	O. The Contractor shall ensure their employees are equipped with adequate personal protective equipment while performing contract services. Such personal protective equipment shall include, but is not limited to: goggles, safety glasses, face shields, gloves, safety vests, etc.	✓	
42	P. Any items of value found by the Contractor must be turned into City personnel.	✓	
43	Q. Bidders must provide a list of all equipment to be used and must include the make, model, serial number, and year of each piece of equipment. The City will make arrangements to inspect the equipment. If the Bidder must obtain equipment in order to perform this work, explain what equipment will be purchased and how financing will be obtained.	✓	

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Loughran Landscaping Company, LLC

Doing-Business-As Name of Proposer:

The Grands Guys of Huntsville

Principal Office Address:

240 Glover Road

Owens Cross Roads, AL 35763

Telephone Number:

256. 715. 2233

Fax Number:

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

Corporation

Partnership

Individual

Joint Venture

Other (describe):

X

Corporation Statement

If a corporation, answer the following:

N/A

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:

N/A

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:

N/A

Date of organization:
Location of organization:
JV Agreement recorded?

Yes ☐ No ☐

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

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

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

City Employee
If "Yes," Department

Yes ☐ No ☒

Member of Household City Employee
If "Yes," Name (s)

Yes ☐ No ☒

Anyone associated with your
company a City Employee
If "Yes," Name (s)

Yes ☐ No ☒

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

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

Darrell Glenn Rice
Signature of Proposer

Darrell Glenn Rice
Print or Type Name of Proposer

4 / 7 / 2026
Date

Loughorn Landscaping Company, LLC
Legal Name of Firm

240 Glover Road
Mailing Address

Owens Cross Roads, AL 35763
City State Zip Code

256-715-2233 —
Phone Fax

Darrell.Rice@groundsguys.com
Email Address

groundsguys.com/locations/alabama/huntsville
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): Longhorn Landscaping Company, LLC
DBA The Grounds Guys of Huntsville
- City of Huntsville current taxpayer identification number (if available): 45819
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☒ Limited Liability Company (LLC) (Single Member)	Number & State: <u>46-5061096 Alabama</u>
☐ LLC (Multi-Member)	Number & State:
☐ Corporation	Number & State:
☐ 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: Darrell Glenn Rice Title (if applicable): Sales Manager

Type or legibly write name: Darrell Glenn Rice Date: 4/7/2026



Alabama Secretary of State



Longhorn Landscaping Company, LLC

Entity ID Number	000-299-485
Entity Type	Domestic Limited Liability Company
Principal Address	4872 PLEASANT HILL ROAD GUNTERSVILLE, AL 35976
Principal Mailing Address	4872 PLEASANT HILL ROAD GUNTERSVILLE, AL 35976
Status	Exists
Place of Formation	Marshall County
Formation Date	03/13/2014
Registered Agent Name	CANTRELL, DUANE
Registered Office Street Address	4872 PLEASANT HILL ROAD GUNTERSVILLE, AL 35976
Registered Office Mailing Address	4872 PLEASANT HILL ROAD GUNTERSVILLE, AL 35976
Nature of Business	ANY LAWFUL BUSINESS
Organizers	
Organizer Name	LONG, MATT
Organizer Street Address	4872 PLEASANT HILL ROAD GUNTERSVILLE, AL 35976
Organizer Mailing Address	4872 PLEASANT HILL ROAD GUNTERSVILLE, AL 35976
Organizer Name	LONG, MATT
Organizer Street Address	4872 PLEASANT HILL ROAD GUNTERSVILLE, AL 35976
Organizer Mailing Address	4872 PLEASANT HILL ROAD GUNTERSVILLE, AL 35976
Annual Reports	
Report Year	<u>2022</u>
Scanned Documents	
Document Date / Type / Pages	<u>03/24/2014</u> <u>Certificate of Formation</u> <u>4 pgs.</u>

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Company ID Number: 2960018

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 Longhorn Landscaping Company, 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.



Company ID Number: 2960018

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



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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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



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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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



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

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

B. REFERRAL TO DHS

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



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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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



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B. TERMINATION

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

ARTICLE VI PARTIES

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



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

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

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

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



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Approved by:

Employer Longhorn Landscaping Company, LLC	
Name (Please Type or Print) Andrea E Eads	Title
Signature Electronically Signed	Date 01/30/2026
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/30/2026



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Longhorn Landscaping Company, LLC
Company Facility Address	240 Glover Road Owens Cross Roads , AL 35763
Company Alternate Address	4872 Pleasant Hill Road Guntersville , AL 35976
County or Parish	MADISON
Employer Identification Number	465061096
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



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

AL	1



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

Name	Andrea E Eads
Phone Number	2567152233
Fax	
Email	huntsville.csr@groundsquvs.com



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



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** May 5, 2026
FROM: Brian Walker **DEPT:** Landscape Management
BID #: 36-2026-52 **COMMODITY/SERVICE:** Landscape Maint Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND 4A Services

RECOMMENDATION: It is recommended 4A Services be awarded Packages C, E, F I and J as they were the lowest bidder.

DESCRIPTION	PRICE	UOM	COMMENT
PKG C: PARKING LOTS A, C, D, E, H, H-1, K, U & V	\$10,620	Annual	
PKG C: DOWNTOWN LOTS	\$2,220	Annual	
PKG E: HSV RAILROAD DEPT	\$6,000	Annual	
PKG F: ANIMAL CONTROL COMPLEX	\$7,680	Annual	
PKG I: PRATT AVE MEDIANS...			
BIG COVE RD/CALIFORNIA ST/ GOVERNORS DR	\$4,200	Annual	
PKG J: JOSEPH LOWERY BLVD	\$4,260	Annual	

INITIAL PURCHASE: AS NEEDED
FUNDING SOURCE: 1000-52-52100-515370
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

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

Brian R. Walker Digitally signed by Brian R. Walker
Date: 2026.05.05 10:53:25 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2026.05.05 11:02:44 -05'00'

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A BIDDER PRICING FORM

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

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

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

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

We acknowledge receipt of the following addenda: 1, 2, 3

SEE SEPARATE EXCEL FILE POSTED ON THE BIDNET WEB SITE:
Landscape Maintenance Services Pricing Form 2026.xlsx
Bidder must complete, sign and submit this form.

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

HA Services
Printed legal name of Bidder

John Anderson
Signature

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

4/6/16
Date

NEW LANDSCAPE MAINTENANCE SERVICES 2026 PRICING FORM

Bidder must complete and submit this form.

(Print Pricing Form in Landscape Setting)

COMPANY NAME: _____

PACKAGE	PROPERTY NAME	LOCATION	FREQUENCY	ACCEPTABLE SERVICE TIMES	MONTHLY PRICE	ANNUAL PRICE	ANNUAL TOTAL PER PACKAGE
A	Carl T. Jones, North & South	Whitesburg Dr. to Cecil Ashburn Dr. (includes islands)	Weekly	Mon - Fri	\$1,800.00	\$21,600.00	
A	Cecil Ashburn Dr.	Bailey Cove Rd. to Avalon Dr.	Weekly	Mon - Fri	\$625.00	\$7,500.00	
A	Carl T. Jones, East Side	North of Cecil Ashburn Dr. from CVS to Waffle House	Weekly	Mon - Fri	\$180.00	\$2,160.00	
B	All Downtown Streets	See Package B Map	Weekly	Mon - Fri	\$1,400.00	\$16,800.00	\$31,260.00
C	Parking Lots:						
	Lot A Parking	Mountain Cir.	Weekly	Mon - Fri	\$100.00	\$1,200.00	
	Lot C Parking	Church St.	Weekly	Mon - Fri	\$100.00	\$1,200.00	
	Lot D Parking	Holmes Ave. & Green St.	Weekly	Mon - Fri	\$100.00	\$1,200.00	
	Lot E Parking	Green St. & Eustis St.	Weekly	Mon - Fri	\$55.00	\$660.00	
	Lot H Parking	100 Holmes Ave.	Weekly	Mon - Fri	\$100.00	\$1,200.00	
	Lot H-1 Parking	100 Holmes Ave.	Weekly	Mon - Fri	\$55.00	\$660.00	
	Lot K Parking	320 Clinton Ave.	Weekly	Mon - Fri	\$175.00	\$2,100.00	
	Lot U Parking	Eustis St. & Green St.	Weekly	Mon - Fri	\$100.00	\$1,200.00	
	Lot V Parking	Clinton Ave. West of VBCC	Weekly	Mon - Fri	\$100.00	\$1,200.00	
C	Downtown Lots:						\$10,620.00
	Lot next to Clinton Ave. Post Office	East side of Post Office on Clinton Ave.	Bi-Weekly	Mon - Fri	\$100.00	\$1,200.00	
	Lot behind Clinton Ave. Post Office	South side of Post Office on Clinton Ave.	Bi-Weekly	Mon - Fri	\$90.00	\$1,080.00	
D	Facility Area 1:						\$2,280.00
	MIPSC	Wheeler Ave.	Weekly	Mon - Fri	\$800.00	\$9,600.00	
	Baker Building	820 Wheeler Ave.	Weekly	Mon - Fri	\$100.00	\$1,200.00	
	Wheeler Parking	Wheeler Ave.	Weekly	Mon - Fri	\$180.00	\$2,160.00	
	Martin Luther King Center	2000 Vernon Avenue	Weekly	Mon - Fri	\$180.00	\$2,160.00	
	Westside Center	125 Earl St.	Weekly	Mon - Fri	\$275.00	\$3,300.00	
							\$18,420.00

E	Huntsville Railroad Depot	320 Church Street NW	Weekly	Mon - Fri	\$500.00	\$6,000.00			
F	Animal Control Complex:								
	A Cleaner Way	4950 Triana Blvd.	Weekly	Mon - Fri	\$640.00	\$7,680.00			
G	Gallatin St/Lowe Ave.	660 Lowe Ave.	Bi-Weekly	Mon - Fri	\$175.00	\$2,100.00			
	Pollard Cir.	See Package G Map	Bi-Weekly	Mon - Fri	\$175.00	\$2,100.00			
	Saint Clair St.	Between Packler St. & Turner St.	Bi-Weekly	Mon - Fri	\$175.00	\$2,100.00	\$6,300.00		
H	Westchester Ave.	See Package H Map	Bi-Weekly	Mon - Fri	\$670.00	\$8,040.00			
	Westbury Dr.	Round-A-Bout	Bi-Weekly	Mon - Fri	\$135.00	\$1,620.00	\$9,660.00		
I	Partt Ave. Medians (5)	East of Andrew Jackson Way, Five Points	Weekly	Mon - Fri	\$175.00	\$2,100.00			
	Big Cove Rd./California St./Governors Dr.	North side	Weekly	Mon - Fri	\$175.00	\$2,100.00	\$4,200.00		
J	Joseph Lowery Blvd.	Governors Dr. north to Pelham Ave.	Weekly	Mon - Fri	\$135.00	\$1,620.00			
		Pelham Ave. to Williams	Weekly	Mon - Fri	\$45.00	\$540.00			
J	Pelham Park	See Package J Map	Weekly	Mon - Fri	\$175.00	\$2,100.00	\$4,260.00		
K	Campus 805 (Butler Green)	2606 Clinton Ave.	Weekly	Mon - Fri	\$235.00	\$2,820.00			
L	Homer Nance/Green Mtn Park/Green Mtn Fire Station	See Package L Maps	Weekly	Mon - Fri	\$1,100.00	\$13,200.00			
M	Natatorium	South end of Ivy St. after Drake Ave. Intersection	Weekly	Mon-Fri	\$500.00	\$6,000.00			
N	Shurney Legacy Center	3011 Spartman Drive NW	Weekly	Mon-Fri	\$900.00	\$10,800.00			
O	Mark Russell Recreational Park	429 Taylor Road	Weekly	Mon-Fri	\$575.00	\$6,900.00			
P	Benton Wilcoxon Municipal Ice Complex	3185 Leeman Ferry Road	Weekly	Mon-Fri	\$1,250.00	\$15,000.00			
Q	Police/FBI Firing Range	292 Wall Triana Highway, Madison	Weekly	Mon-Fri	\$1,120.00	\$13,440.00			
R	Public Safety Training Facility	5365 Triana Boulevard	Weekly	Mon-Fri	\$400.00	\$4,800.00			
S	Joe Davis Stadium	3125 Don Mincher Drive SW	Weekly	Mon-Fri	\$1,400.00	\$16,800.00			

T	Washington & Pratt	See Package T Maps	Bi-weekly	Mon-Fri	\$300.00	\$3,600.00	
U	Apollo Park	See Package U Map	Weekly	Mon-Fri	\$75.00	\$900.00	
V	Martin Road Recreation Center	150 Martin Road SW	Weekly	Mon-Fri	\$200.00	\$2,400.00	

This Price Bid Form is hereby submitted by the undersigned:

4H Services

Printed legal name of Bidder

John Anderson

Signature

John Anderson Owner/Manager

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

Date

4/5/2026

APPENDIX B DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	I. MINIMUM SERVICE REQUIREMENTS		
1	The Bidder must provide the City a written schedule of weekly maintenance. If the Contractor sees a need to make changes to this schedule, 48 hours' notice shall be given to the City Representative.	✓	
2	Work performed by Contractors under this IFB may require transporting grounds care equipment from property to property, using truck and trailer haulers. Under no circumstances will Contractors be allowed to park transport equipment on turf areas or mulched bed areas while servicing City properties.	✓	
3	Contractors will park at meters, or in parking lots in designated parking spaces, on the day of their maintenance. The City will not require companies that are under contract with the City for Lawn Maintenance Services to feed parking meters while servicing the City properties.	✓	
4	Properties to be maintained, frequency and permitted times of acceptable service, are described herein as a separate file, Landscape Maintenance Services Pricing Form 2026.xlsx, posted on our E-Bids web site.	✓	
5	Cut lines are currently established on all properties. A separate PDF file (Landscape Maintenance Services Maps 2026.pdf) is posted on the E-Bids web site containing the maps that indicate the locations and areas for services to be performed. These maps are a general reference guide and not guaranteed to be exact. It is the responsibility of the Bidder to visit the properties themselves and not rely solely on the City's maps.	✓	
6	Some private property owners may maintain the right-of-way frontage of their property. This is acceptable with the City if standards are comparable, and schedules are coordinated by the Contractor and the property owner. In the event that such private owners cease to maintain right-of-way(s), it shall be the Contractor's responsibility to begin maintenance at no additional cost to the City.	✓	
7	The Bidder's price is fixed and not determined by acreage but rather by lump sum.	✓	
8	All work and services shall be performed by the Contractor or its employees.	✓	
	A. MOWING/EDGING		
9	Mow fescue/bermuda areas to a height of 2" to 2-1/2" in accordance with the frequency listed in the separate attached file, Landscape Maintenance Services Pricing Form 2023.xlsx, posted on our E-Bids web site.	✓	
10	Trim and edge each mowing cycle.	✓	
11	Remove grass and weed clippings after each visit. Clippings must not be thrown into beds.	✓	
12	All grass shall be removed by mechanical or chemical means from curbs and gutters.	✓	
13	Remove litter prior to mowing. If litter is cut during mowing, stop and remove at once.	✓	
14	Site shall be swept or blown clean after mowing/trimming.	✓	
15	Discharge guards shall be in the down position at all times.	✓	
16	Stick edger's are to be used for curb and sidewalk edging only. Curb dressers are not acceptable.	✓	

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	B. BLOWING		
17	Grass clippings or debris caused by mowing, trimming, or edging shall be immediately removed from adjacent walks, curbs, beds, and roadway areas on the same day as turf is mowed, trimmed or edged.	✓	
18	Grass clippings or debris shall be removed in such a way as to not cause drift into roadways, adjacent properties, or storm drains.	✓	
19	At the end of each mowing cycle, the Contractor is responsible for checking storm drain inlets and making sure they are clear of any clippings and debris, regardless of the origin of the debris. Clippings blown into street that will eventually end up in storm drains is illegal and will not be tolerated.	✓	
	C. LEAF REMOVAL		
20	Gather and remove leaves on a weekly basis during October, November, December and January. Gather and remove leaves on an as-needed basis for all other months.	✓	
	D. LITTER AND TRASH MANAGEMENT		
21	It is the City's intent for all pricing to include Litter and Trash Management.	✓	
22	All walks, turf areas, beds and parking areas will be policed free of all trash and debris (includes cigarettes, tree limbs, pinecones, sticks, discarded gum, cans, bottles, litter in water, etc.) at each visit.	✓	
	E. DAMAGE TO PROPERTY		
23	Sprinkler heads or other property broken by the Contractor shall be replaced or repaired at the Contractor's expense.	✓	
24	The City Representative must be notified upon damage and intent to repair.	✓	
	F. ADDITIONAL PROPERTY		
25	The City reserves the right to negotiate the maintenance of additional property during the term of the contract. We will ask the current city lawncare contractors to give us a written quote within 48 hours. Any additions will be approved by change order by the City Administrative staff.	✓	
	G. REDUCING PROPERTY		
26	The Bidder agrees to engage in good faith renegotiation of quoted fees where a substantive change in an awarded property package alters the amount of work required to maintain a satisfactory level of service.	✓	
	II. RESPONSIBILITIES OF THE CONTRACTOR		
27	A. The Contractor must maintain a competent and coherent staff. An English-speaking employee or a translator must be on the job site to communicate any contract issues that may arise and must comply with E-Verify (Section 3.0 Bidder Information & Acknowledgements).	✓	
28	B. Contractor must provide modern communication (cell phone and/or pager) numbers to the City Representative.	✓	
29	C. Contractor must provide a working telephone (cell phone and/or pager) number for service area calls.	✓	
30	D. Contractor shall provide the insurance coverage required within this IFB.	✓	
31	E. Contractor must be authorized and properly licensed to do lawncare business in the City, County, and State of Alabama and will comply with all pertinent City, State, and Federal requirements, codes and regulations related to such, as applicable. Contractor shall provide evidence of such licenses to the City upon request.	✓	

32	F. Contractor must have performed comparable landscaping services for a minimum of three (3) years and attach documentation to this bid.	✓	
Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
33	G. Contractor shall furnish all labor, equipment, tools, transportation, supplies, insurance, licenses, permits and other facilities necessary to properly and legally complete the service functions of the Contract in an orderly and workmanlike manner.	✓	
34	H. Contractor shall supervise and direct the work and their employees to the best of their ability and are solely responsible for all techniques, procedures, coordination of services, and actions by their employees.	✓	
35	I. Contractor's work vehicles must display the company name.	✓	
36	J. Contractor service personnel shall maintain a neat appearance in suitable clothing, with identifying company attire (i.e. T-Shirt).	✓	
37	K. Contractor shall be liable for any and all damage to property of the City or any residents that results from performance of the service functions.	✓	
38	L. Damage by the Contractor and service personnel shall be repaired and restored without cost to the City.	✓	
39	M. Contractors shall comply with State of Alabama Department of Transportation regulations concerning traffic control devices.	✓	
40	N. Contractor shall provide signs, i.e. 'mowers ahead', barricades, and/or flashing lights, as necessary, for the protection of the workers and the safety of the public.	✓	
41	O. The Contractor shall ensure their employees are equipped with adequate personal protective equipment while performing contract services. Such personal protective equipment shall include, but is not limited to: goggles, safety glasses, face shields, gloves, safety vests, etc.	✓	
42	P. Any items of value found by the Contractor must be turned into City personnel.	✓	
43	Q. Bidders must provide a list of all equipment to be used and must include the make, model, serial number, and year of each piece of equipment. The City will make arrangements to inspect the equipment. If the Bidder must obtain equipment in order to perform this work, explain what equipment will be purchased and how financing will be obtained.	✓	

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

4A Services

Doing-Business-As Name of Proposer:

Principal Office Address:

917 Carters Gin Road
Toney, AL 35773

Telephone Number:

256-651-5946

Fax Number:

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

Corporation

Partnership

Individual

Joint Venture

Other (describe):

☒ LLC

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

If "Yes," Department

Yes _____

No ☒

Member of Household City Employee

If "Yes," Name (s)

Yes _____

No ☒

Anyone associated with your
company a City Employee

If "Yes," Name (s)

Yes _____

No ☒

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

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


Signature of Proposer
John Anderson
Print or Type Name of Proposer
4/6/26
Date

4A Services
Legal Name of Firm
917 Carters Gin Road
Mailing Address
Troy AL 35723
City State Zip Code
256-651-5946
Phone Fax
4aserviceshsu@gmail.com
Email Address

Website Address

APPENDIX D REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): 4A Services
- City of Huntsville current taxpayer identification number (if available): _____
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☒ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☐ Corporation	Number & State:
☐ 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: John Anderson Title (if applicable): Owner/Manager
Type or legibly write name: John Anderson Date: 4/6/26



Alabama Secretary of State



4A Services LLC

Entity ID Number	001-150-429
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	08/19/2024
Registered Agent Name	Anderson, John E
Registered Office Street Address	917 Carters Gin Rd Toney, AL 35773
Registered Office Mailing Address	917 Carters Gin Rd Toney, AL 35773
Nature of Business	
Transactions	
Transaction Date	08/19/2024
Miscellaneous Filing Entry	New Entity Effective 08-20-2024
Scanned Documents	
Document Date / Type / Pages	<u>08/19/2024</u> <u>Certificate of Formation</u> <u>3 pgs.</u>

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Company ID Number: 1195756



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 **4A Services** (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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



Company ID Number: 1195756

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



Company ID Number: 1195756

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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



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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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



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

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

B. REFERRAL TO DHS

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



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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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



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B. TERMINATION

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

ARTICLE VI PARTIES

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



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

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

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

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



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Approved by:

Employer 4A Services	
Name (Please Type or Print) John Anderson	Title
Signature Electronically Signed	Date 05/04/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/05/2017



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	4A Services
Company Facility Address	917 Carters Gin Road Toney, AL 35773
Company Alternate Address	
County or Parish	MADISON
Employer Identification Number	473929102
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



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

AL

1



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

Name John Anderson
Phone Number 2566515946
Fax 2568591074
Email iande2424@yahoo.com

Name John Anderson
Phone Number 2566515946
Fax 2568591074
Email iande2424@yahoo.com



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement DATE: April 28, 2028
FROM: Brian Walker DEPT: Landscape Management
BID #: 36-2026-52 COMMODITY/SERVICE: Landscape Maint Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Michael Hatcher & Associates

RECOMMENDATION: It is recommended Michael Hatcher & Associates be awarded Package V as they were the lowest bidder.

DESCRIPTION	PRICE	UOM	COMMENT
PKG V: MARTIN ROAD REC CENTER	\$6,336.48	ANNUAL	4A declined award.

INITIAL PURCHASE: AS NEEDED
FUNDING SOURCE: 1000-52-52100-515370
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

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

Brian R. Walker Digitally signed by Brian R. Walker
Date: 2026.04.28 15:07:06 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2026.04.29 14:35:36 -05'00'

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX A BIDDER PRICING FORM

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

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

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

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

We acknowledge receipt of the following addenda: _____

SEE SEPARATE EXCEL FILE POSTED ON THE BIDNET WEB SITE:
Landscape Maintenance Services Pricing Form 2026.xlsx
Bidder must complete, sign and submit this form.

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



Printed legal name of Bidder



Signature

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

Date

NEW LANDSCAPE MAINTENANCE SERVICES 2026 PRICING FORM

Bidder must complete and submit this form.

(Print Pricing Form in Landscape Setting)

COMPANY NAME: _____

PACKAGE	PROPERTY NAME	LOCATION	FREQUENCY	ACCEPTABLE SERVICE TIMES	MONTHLY PRICE	ANNUAL PRICE	ANNUAL TOTAL PER PACKAGE
A	Carl T. Jones, North & South	Whitesburg Dr. to Cecil Ashburn Dr. (Includes islands)	Weekly	Mon - Fri	\$1,797.05	\$21,564.60	
A	Cecil Ashburn Dr.	Bailey Cove Rd. to Avalon Dr.	Weekly	Mon - Fri	\$669.48	\$8,033.76	
A	Carl T. Jones, East Side	North of Cecil Ashburn Dr. from CVS to Waffle House	Weekly	Mon - Fri	\$206.26	\$2,475.12	
B	All Downtown Streets	See Package B Map	Weekly	Mon - Fri	\$4,039.78	\$48,477.36	\$32,073.48
C	Parking Lots:						
	Lot A Parking	Fountain Cir.	Weekly	Mon - Fri	\$189.19	\$2,270.28	
	Lot C Parking	Church St.	Weekly	Mon - Fri	\$189.19	\$2,270.28	
	Lot D Parking	Holmes Ave. & Green St.	Weekly	Mon - Fri	\$189.19	\$2,270.28	
	Lot E Parking	Green St. & Eustis St.	Weekly	Mon - Fri	\$189.19	\$2,270.28	
	Lot H Parking	100 Holmes Ave.	Weekly	Mon - Fri	\$189.19	\$2,270.28	
	Lot H-1 Parking	100 Holmes Ave.	Weekly	Mon - Fri	\$189.19	\$2,270.28	
	Lot K Parking	320 Clinton Ave.	Weekly	Mon - Fri	\$189.19	\$2,270.28	
	Lot U Parking	Eustis St. & Green St.	Weekly	Mon - Fri	\$189.19	\$2,270.28	
	Lot V Parking	Clinton Ave. West of VBCC	Weekly	Mon - Fri	\$189.19	\$2,270.28	
C	Downtown Lots:						\$20,432.52
	Lot next to Clinton Ave. Post Office	East side of Post Office on Clinton Ave.	Bi-Weekly	Mon - Fri	\$141.98	\$1,703.76	
	Lot behind Clinton Ave. Post Office	South side of Post Office on Clinton Ave.	Bi-Weekly	Mon - Fri	\$84.92	\$1,019.04	
D	Facility Area 1:						\$2,722.80
	MIPSC	Wheeler Ave.	Weekly	Mon - Fri	\$799.04	\$9,588.48	
	Baker Building	820 Wheeler Ave.	Weekly	Mon - Fri	\$100.00	\$1,200.00	
	Wheeler Parking	Wheeler Ave.	Weekly	Mon - Fri	\$201.02	\$2,412.24	
	Martin Luther King Center	2000 Vernon Avenue	Weekly	Mon - Fri	\$266.29	\$3,195.48	
	Westside Center	125 Earl St.	Weekly	Mon - Fri	\$300.45	\$3,605.40	
							\$20,001.60

E	Huntsville Railroad Depot	320 Church Street NW	Weekly	Mon - Fri	\$590.88	\$7,090.56			
F	Animal Control Complex: A Cleaner Way								
		4950 Triana Blvd.	Weekly	Mon - Fri	\$719.23	\$8,630.76			
G	Gallatin St/Lowe Ave. Polard Cir. Saint Clair St.	660 Lowe Ave. See Package G Map Between Fackler St. & Turner St.	Bi-Weekly Bi-Weekly Bi-Weekly	Mon - Fri Mon - Fri Mon - Fri	\$282.21 \$0.00 \$171.85	\$3,386.52 \$0.00 \$2,062.20			\$5,448.72
H	Westchester Ave. Westbury Dr.	See Package H Map Round-A-Bout	Bi-Weekly Bi-Weekly	Mon - Fri Mon - Fri	\$739.24 \$145.36	\$8,870.88 \$1,744.32			\$10,615.20
I	Pratt Ave. Medians (5) Big Cove Rd./California St./Governors Dr.	East of Andrew Jackson Way, Five Points North side	Weekly Weekly	Mon - Fri Mon - Fri	\$333.07 \$280.71	\$3,996.84 \$3,368.52			\$7,365.36
J	Joseph Lowery Blvd.	Governors Dr. north to Pelham Ave.	Weekly	Mon - Fri	\$126.56	\$1,518.72			
J	Pelham Park	Pelham Ave. to Williams See Package J Map	Weekly Weekly	Mon - Fri Mon - Fri	\$126.56 \$192.09	\$1,518.72 \$2,305.08			\$5,342.52
K	Campus 805 (Butler Green)	2606 Clinton Ave.	Weekly	Mon - Fri	\$231.06	\$2,772.72			
L	Homer Nance/Green Mtn Park/Green Mtn Fire Station	See Package L Maps	Weekly	Mon - Fri	\$1,089.60	\$13,075.20			
M	Natorium	South end of Ivy St. after Drake Ave. Intersection	Weekly	Mon-Fri	\$522.37	\$6,268.44			
N	Shunney Legacy Center	3011 Sparkman Drive NW	Weekly	Mon-Fri	\$999.08	\$11,988.96			
O	Mark Russell Recreational Park	429 Taylor Road	Weekly	Mon-Fri	\$709.63	\$8,515.56			
P	Benton Wilcoxon Municipal Ice Complex	3185 Leeman Ferry Road	Weekly	Mon-Fri	\$945.82	\$11,349.84			
Q	Police/FBI Firing Range	292 Wall Triana Highway, Madison	Weekly	Mon-Fri	\$1,085.65	\$13,027.80			
R	Public Safety Training Facility	5365 Triana Boulevard	Weekly	Mon-Fri	\$748.03	\$8,976.36			
S	Joe Davis Stadium	3125 Don Mincher Drive SW	Weekly	Mon-Fri	\$2,938.85	\$35,266.20			

T	Washington & Pratt	See Package T Maps	Bi-weekly	Mon-Fri	\$1,400.55	\$16,806.60	
U	Apollo Park	See Package U Map	Weekly	Mon-Fri	\$1,016.87	\$12,202.44	
V	Martin Road Recreation Center	150 Martin Road SW	Weekly	Mon-Fri	\$528.04	\$6,336.48	

This Price Bid Form is hereby submitted by the undersigned:

Tim Sarsam
Printed legal name of Bidder

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

[Signature]
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 service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	I. MINIMUM SERVICE REQUIREMENTS		
1	The Bidder must provide the City a written schedule of weekly maintenance. If the Contractor sees a need to make changes to this schedule, 48 hours' notice shall be given to the City Representative.	TS	
2	Work performed by Contractors under this IFB may require transporting grounds care equipment from property to property, using truck and trailer haulers. Under no circumstances will Contractors be allowed to park transport equipment on turf areas or mulched bed areas while servicing City properties.	TS	
3	Contractors will park at meters, or in parking lots in designated parking spaces, on the day of their maintenance. The City will not require companies that are under contract with the City for Lawn Maintenance Services to feed parking meters while servicing the City properties.	TS	
4	Properties to be maintained, frequency and permitted times of acceptable service, are described herein as a separate file, Landscape Maintenance Services Pricing Form 2026.xlsx, posted on our E-Bids web site.	TS	
5	Cut lines are currently established on all properties. A separate PDF file (Landscape Maintenance Services Maps 2026.pdf) is posted on the E-Bids web site containing the maps that indicate the locations and areas for services to be performed. These maps are a general reference guide and not guaranteed to be exact. It is the responsibility of the Bidder to visit the properties themselves and not rely solely on the City's maps.	TS	
6	Some private property owners may maintain the right-of-way frontage of their property. This is acceptable with the City if standards are comparable, and schedules are coordinated by the Contractor and the property owner. In the event that such private owners cease to maintain right-of-way(s), it shall be the Contractor's responsibility to begin maintenance at no additional cost to the City.	TS	
7	The Bidder's price is fixed and not determined by acreage but rather by lump sum.	TS	
8	All work and services shall be performed by the Contractor or its employees.	TS	
	A. MOWING/EDGING		
9	Mow fescue/bermuda areas to a height of 2" to 2-1/2" in accordance with the frequency listed in the separate attached file, Landscape Maintenance Services Pricing Form 2023.xlsx, posted on our E-Bids web site.	TS	
10	Trim and edge each mowing cycle.	TS	
11	Remove grass and weed clippings after each visit. Clippings must not be thrown into beds.	TS	
12	All grass shall be removed by mechanical or chemical means from curbs and gutters.	TS	
13	Remove litter prior to mowing. If litter is cut during mowing, stop and remove at once.	TS	
14	Site shall be swept or blown clean after mowing/trimming.	TS	
15	Discharge guards shall be in the down position at all times.	TS	
16	Stick edger's are to be used for curb and sidewalk edging only. Curb dressers are not acceptable.	TS	

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	B. BLOWING		
17	Grass clippings or debris caused by mowing, trimming, or edging shall be immediately removed from adjacent walks, curbs, beds, and roadway areas on the same day as turf is mowed, trimmed or edged.	TS	
18	Grass clippings or debris shall be removed in such a way as to not cause drift into roadways, adjacent properties, or storm drains.	TS	
19	At the end of each mowing cycle, the Contractor is responsible for checking storm drain inlets and making sure they are clear of any clippings and debris, regardless of the origin of the debris. Clippings blown into street that will eventually end up in storm drains is illegal and will not be tolerated.	TS	
	C. LEAF REMOVAL		
20	Gather and remove leaves on a weekly basis during October, November, December and January. Gather and remove leaves on an as-needed basis for all other months.	TS	
	D. LITTER AND TRASH MANAGEMENT		
21	It is the City's intent for all pricing to include Litter and Trash Management.	TS	
22	All walks, turf areas, beds and parking areas will be policed free of all trash and debris (includes cigarettes, tree limbs, pinecones, sticks, discarded gum, cans, bottles, litter in water, etc.) at each visit.	TS	
	E. DAMAGE TO PROPERTY		
23	Sprinkler heads or other property broken by the Contractor shall be replaced or repaired at the Contractor's expense.	TS	
24	The City Representative must be notified upon damage and intent to repair.	TS	
	F. ADDITIONAL PROPERTY		
25	The City reserves the right to negotiate the maintenance of additional property during the term of the contract. We will ask the current city lawncare contractors to give us a written quote within 48 hours. Any additions will be approved by change order by the City Administrative staff.	TS	
	G. REDUCING PROPERTY		
26	The Bidder agrees to engage in good faith renegotiation of quoted fees where a substantive change in an awarded property package alters the amount of work required to maintain a satisfactory level of service.	TS	
	II. RESPONSIBILITIES OF THE CONTRACTOR		
27	A. The Contractor must maintain a competent and coherent staff. An English-speaking employee or a translator must be on the job site to communicate any contract issues that may arise and must comply with E-Verify (Section 3.0 Bidder Information & Acknowledgements).	TS	
28	B. Contractor must provide modern communication (cell phone and/or pager) numbers to the City Representative.	TS	
29	C. Contractor must provide a working telephone (cell phone and/or pager) number for service area calls.	TS	
30	D. Contractor shall provide the insurance coverage required within this IFB.	TS	
31	E. Contractor must be authorized and properly licensed to do lawncare business in the City, County, and State of Alabama and will comply with all pertinent City, State, and Federal requirements, codes and regulations related to such, as applicable. Contractor shall provide evidence of such licenses to the City upon request.	TS	

32	F. Contractor must have performed comparable landscaping services for a minimum of three (3) years and attach documentation to this bid.	TS	
Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
33	G. Contractor shall furnish all labor, equipment, tools, transportation, supplies, insurance, licenses, permits and other facilities necessary to properly and legally complete the service functions of the Contract in an orderly and workmanlike manner.	TS	
34	H. Contractor shall supervise and direct the work and their employees to the best of their ability and are solely responsible for all techniques, procedures, coordination of services, and actions by their employees.	TS	
35	I. Contractor's work vehicles must display the company name.	TS	
36	J. Contractor service personnel shall maintain a neat appearance in suitable clothing, with identifying company attire (i.e. T-Shirt).	TS	
37	K. Contractor shall be liable for any and all damage to property of the City or any residents that results from performance of the service functions.	TS	
38	L. Damage by the Contractor and service personnel shall be repaired and restored without cost to the City.	TS	
39	M. Contractors shall comply with State of Alabama Department of Transportation regulations concerning traffic control devices.	TS	
40	N. Contractor shall provide signs, i.e. 'mowers ahead', barricades, and/or flashing lights, as necessary, for the protection of the workers and the safety of the public.	TS	
41	O. The Contractor shall ensure their employees are equipped with adequate personal protective equipment while performing contract services. Such personal protective equipment shall include, but is not limited to: goggles, safety glasses, face shields, gloves, safety vests, etc.	TS	
42	P. Any items of value found by the Contractor must be turned into City personnel.	TS	
43	Q. Bidders must provide a list of all equipment to be used and must include the make, model, serial number, and year of each piece of equipment. The City will make arrangements to inspect the equipment. If the Bidder must obtain equipment in order to perform this work, explain what equipment will be purchased and how financing will be obtained.	TS	

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Michael Hatcher & Associates, LLC

Doing-Business-As Name of Proposer:

Principal Office Address:

8365 Center Hill Rd.

Olive Branch, MS 38654

Telephone Number:

901-755-7207

Fax Number:

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

Corporation _____

Partnership _____

Individual _____

Joint Venture _____

Other (describe):

X LLC

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
If "Yes," Department

Yes ☐ No ☒

Member of Household City Employee
If "Yes," Name (s)

Yes ☐ No ☒

Anyone associated with your
company a City Employee
If "Yes," Name (s)

Yes ☐ No ☒

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

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


Signature of Proposer

Tim Sansom
Print or Type Name of Proposer

7 April 2026
Date

Michael Hatcher & Associates, LLC
Legal Name of Firm

8365 Center Hill Rd.
Mailing Address

Oliver Branch MS 38654
City State Zip Code

901-255-3207
Phone Fax

tsansom@hatcherlandscape.com
Email Address

www.hatcherlandscape.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): Michael Hatcher & Associates LLC
- City of Huntsville current taxpayer identification number (if available): 26-3958596
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

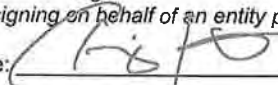
B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☒ Limited Liability Partnership (LLP)	Number & State: 26-3958596, TN
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☐ Corporation	Number & State:
☐ 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): CFO

Type or legibly write name: Chris Hoshell Date: 04/06/2026



Alabama Secretary of State



MICHAEL HATCHER & ASSOCIATES, LLC.

Entity ID Number	001-115-279
Entity Type	Foreign Limited Liability Company
Principal Address	8365 CENTER HILL RD OLIVE BRANCH, MS 38654
Principal Mailing Address	8365 CENTER HILL RD OLIVE BRANCH, MS 38654
Status	Exists
Place of Formation	Delaware
Formation Date	12/09/1997
Qualify Date	01/09/2024
Registered Agent Name	C T Corporation System
Registered Office Street Address	2 N JACKSON ST STE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 N JACKSON ST STE 605 MONTGOMERY, AL 36104
Nature of Business	
Doing Business in AL Since	01/09/2024
Transactions	
Transaction Date	08/29/2024
Legal Name Changed From	MICHAEL HATCHER & ASSOCIATES, INC.
Transaction Date	08/29/2024
Miscellaneous Filing Entry	CONVERSION FROM F/C FILED
Transaction Date	08/29/2024
Place of Formation Changed	from Tennessee to Delaware
Scanned Documents	
Document Date / Type / Pages	<u>01/09/2024</u> <u>Certificate of Formation</u> <u>3 pgs.</u>
Document Date / Type / Pages	<u>08/29/2024</u> <u>Conversion</u> <u>3 pgs.</u>

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Company ID Number: 408279

Client Company ID Number: 2944865



**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 Hatcher Landscape Partners LLC (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

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

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

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

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

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

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

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

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

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

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

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of



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the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated



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verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

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

16. The Employer acknowledges that the information it receives from SSA through its Web Services



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

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

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

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

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

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

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and



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coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

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

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

6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

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

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

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

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

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

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

11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.

12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other

published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

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

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

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

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

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests

information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

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

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

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

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

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's



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responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

D. RESPONSIBILITIES OF SSA

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

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

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

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

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

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

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

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

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

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

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

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



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requirements.

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security



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Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its



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development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support

the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.

2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.



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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

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



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

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

ARTICLE VII PARTIES

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

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

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

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

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

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

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



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E-Verify Employer Agent. Hatcher Landscape Partners LLC (Employer) hereby designates and appoints Kronos (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

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



Company ID Number: 408279

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Approved by:

Employer	
Hatcher Landscape Partners LLC	
Name (Please Type or Print) Willie Shepherd	Title
Signature Willie Shepherd	Date 01/05/2026
E-Verify Employer Agent	
Kronos	
Name (Please Type or Print) Richard Buono	Title
Signature Richard Buono XXX-XX-XXXX	Date 01/05/2026
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date



Company ID Number: 408279

Client Company ID Number: 2944865

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Hatcher Landscape Partners LLC
Company Facility Address	8365 Center Hill Road Olive Branch, MS 38654
Company Alternate Address	
County or Parish	De Soto
Employer Identification Number	99-4575567
North American Industry Classification Systems Code	541320
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	4



Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** April 28, 2026
FROM: Brian Walker **DEPT:** Landscape Management
BID #: 36-2026-52 **COMMODITY/SERVICE:** Landscape Maint Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Yardnique

RECOMMENDATION: It is recommended Yardnique be awarded Packages A, B, G, L, S & T as they were the lowest bidder.

DESCRIPTION	PRICE	UOM	COMMENT
PKG A - CARL T. JONES NORTH & SOUTH			
CECIL ASHBURN DRIVE * CARLT T JONES EAST	\$18,504	Annual	
PKG B - ALL DOWNTOWN STREETS	\$10,560	Annual	
PKG G - GALLATIN ST/LOWE AVE/POLLARD CIR			
SAINT CLAIR ST	\$4,656	Annual	

INITIAL PURCHASE: As Needed
FUNDING SOURCE: 1000-52-52100-515370
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

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

Brian R. Walker Digitally signed by Brian R. Walker
Date: 2026.04.28 15:11:03 -05'00'

Department Head

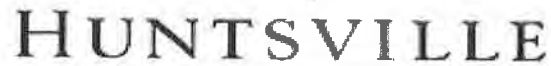
Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2026.04.29 14:32:48 -05'00'

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

[illegible]

APPENDIX A BIDDER PRICING FORM

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

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

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

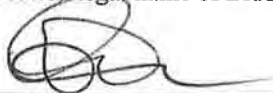
Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: _____

SEE SEPARATE EXCEL FILE POSTED ON THE BIDNET WEB SITE:
Landscape Maintenance Services Pricing Form 2026.xlsx
Bidder must complete, sign and submit this form.

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

Alisha Richey
Printed legal name of Bidder


Signature

Alisha Richey Regional Sales Manager
Printed name of individual/corporate officer/general partner/joint venturer AND Title

04/01/2026
Date

NEW LANDSCAPE MAINTENANCE SERVICES 2026 PRICING FORM

Bidder must complete and submit this form.

(Print Pricing Form in Landscape Setting)

COMPANY NAME: <i>Yardnique</i>						
PACKAGE	PROPERTY NAME	LOCATION	FREQUENCY	ACCEPTABLE SERVICE TIMES	MONTHLY PRICE	ANNUAL TOTAL PER PACKAGE
A	Carl T. Jones, North & South	Whitesburg Dr. to Cecil Ashburn Dr. (Includes islands)	Weekly	Mon - Fri	\$716.00	\$8,592.00
A	Cecil Ashburn Dr.	Bailey Cove Rd. to Avalon Dr.	Weekly	Mon - Fri	\$275.00	\$3,300.00
A	Carl T. Jones, East Side	North of Cecil Ashburn Dr. from CVS to Waffle House	Weekly	Mon - Fri	\$551.00	\$6,612.00
B	All Downtown Streets	See Package B Map	Weekly	Mon - Fri	\$880.00	\$10,560.00
C	Parking Lots:					
	Lot A Parking	Fountain Cir.	Weekly	Mon - Fri	\$165.00	\$1,980.00
	Lot C Parking	Church St.	Weekly	Mon - Fri	\$165.00	\$1,980.00
	Lot D Parking	Holmes Ave. & Green St.	Weekly	Mon - Fri	\$165.00	\$1,980.00
	Lot E Parking	Green St. & Eustis St.	Weekly	Mon - Fri	\$165.00	\$1,980.00
	Lot H Parking	100 Holmes Ave.	Weekly	Mon - Fri	\$275.00	\$3,300.00
	Lot H-1 Parking	100 Holmes Ave.	Weekly	Mon - Fri	\$164.00	\$1,968.00
	Lot K Parking	320 Clinton Ave.	Weekly	Mon - Fri	\$165.00	\$1,980.00
	Lot U Parking	Eustis St. & Green St.	Weekly	Mon - Fri	\$166.00	\$1,992.00
	Lot V Parking	Clinton Ave. West of VBCC	Weekly	Mon - Fri	\$276.00	\$3,312.00
C	Downtown Lots:					\$20,472.00
	Lot next to Clinton Ave. Post Office	East side of Post Office on Clinton Ave.	Bi-Weekly	Mon - Fri	\$165.00	\$1,980.00
	Lot behind Clinton Ave. Post Office	South side of Post Office on Clinton Ave.	Bi-Weekly	Mon - Fri	\$85.00	\$1,020.00
D	Facility Area 1:					\$3,000.00
	MJPSC	Wheeler Ave.	Weekly	Mon - Fri	\$440.00	\$5,280.00
	Baker Building	820 Wheeler Ave.	Weekly	Mon - Fri	\$275.00	\$3,300.00
	Wheeler Parking	Wheeler Ave.	Weekly	Mon - Fri	\$444.00	\$5,328.00
	Martin Luther King Center	2000 Vernon Avenue	Weekly	Mon - Fri	\$275.00	\$3,300.00
	Westside Center	125 Earl St.	Weekly	Mon - Fri	\$715.00	\$8,580.00
						\$25,788.00

E	Huntsville Railroad Depot	320 Church Street NW	Weekly	Mon - Fri	\$991.00	\$11,892.00	
F	Animal Control Complex: A Cleaner Way	4950 Triana Blvd.	Weekly	Mon - Fri	\$881.00	\$10,572.00	
G	Gallatin St/Lowe Ave. Pollard Cir. Saint Clair St.	660 Lowe Ave. See Package G Map Between Fackler St. & Turner St.	Bi-Weekly Bi-Weekly Bi-Weekly	Mon - Fri Mon - Fri Mon - Fri	\$140.00 \$83.00 \$165.00	\$1,680.00 \$996.00 \$1,980.00	\$4,656.00
H	Westchester Ave. Westbury Dr.	See Package H Map Round-A-Bout	Bi-Weekly Bi-Weekly	Mon - Fri Mon - Fri	\$715.00 \$164.00	\$8,580.00 \$1,968.00	\$10,548.00
I	Pratt Ave. Medians (5) Big Cove Rd./California St./Governors Dr.	East of Andrew Jackson Way, Five Points North side	Weekly Weekly	Mon - Fri Mon - Fri	\$440.00 \$885.00	\$5,280.00 \$10,620.00	\$15,900.00
J	Joseph Lowery Blvd. Pelham Park	Governors Dr. north to Pelham Ave. Pelham Ave. to Williams See Package J Map	Weekly Weekly Weekly	Mon - Fri Mon - Fri Mon - Fri	\$440.00 \$457.00 \$625.00	\$5,280.00 \$5,484.00 \$7,500.00	\$18,264.00
K	Campus 805 (Butler Green)	2606 Clinton Ave.	Weekly	Mon - Fri	\$994.00	\$11,928.00	
L	Homer Nance/Green Mtn Park/Green Mtn Fire Station	See Package L Maps	Weekly	Mon - Fri	\$992.00	\$11,904.00	
M	Natatorium	South end of Ivy St. after Drake Ave. Intersection	Weekly	Mon-Fri	\$715.00	\$8,580.00	
N	Shurney Legacy Center	3011 Sparkman Drive NW	Weekly	Mon-Fri	\$1,157.00	\$13,884.00	
O	Mark Russell Recreational Park	429 Taylor Road	Weekly	Mon-Fri	\$995.00	\$11,940.00	
P	Benton Wilcoxon Municipal Ice Complex	3185 Leeman Ferry Road	Weekly	Mon-Fri	\$2,311.00	\$27,732.00	
Q	Police/FBI Firing Range	292 Wall Triana Highway, Madison	Weekly	Mon-Fri	\$3,192.00	\$38,304.00	
R	Public Safety Training Facility	5365 Triana Boulevard	Weekly	Mon-Fri	\$3,192.00	\$38,304.00	
S	Joe Davis Stadium	3125 Don Mincher Drive SW	Weekly	Mon-Fri	\$2,587.00	\$31,044.00	

T	Washington & Pratt	See Package T Maps		Bi-weekly	Mon-Fri	\$278.00	\$3,336.00	
U	Apollo Park	See Package U Map		Weekly	Mon-Fri	\$715.00	\$8,580.00	
V	Martin Road Recreation Center	150 Martin Road SW		Weekly	Mon-Fri	\$2,862.00	\$34,344.00	

This Price Bid Form is hereby submitted by the undersigned:

Alisha Richey

Printed legal name of Bidder



Signature

Alisha Richey, Regional Sales Manager

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

04/07/2026

Date

APPENDIX B DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	I. MINIMUM SERVICE REQUIREMENTS		
1	The Bidder must provide the City a written schedule of weekly maintenance. If the Contractor sees a need to make changes to this schedule, 48 hours' notice shall be given to the City Representative.	✓	
2	Work performed by Contractors under this IFB may require transporting grounds care equipment from property to property, using truck and trailer haulers. Under no circumstances will Contractors be allowed to park transport equipment on turf areas or mulched bed areas while servicing City properties.	✓	
3	Contractors will park at meters, or in parking lots in designated parking spaces, on the day of their maintenance. The City will not require companies that are under contract with the City for Lawn Maintenance Services to feed parking meters while servicing the City properties.	✓	
4	Properties to be maintained, frequency and permitted times of acceptable service, are described herein as a separate file, Landscape Maintenance Services Pricing Form 2026.xlsx, posted on our E-Bids web site.	✓	
5	Cut lines are currently established on all properties. A separate PDF file (Landscape Maintenance Services Maps 2026.pdf) is posted on the E-Bids web site containing the maps that indicate the locations and areas for services to be performed. These maps are a general reference guide and not guaranteed to be exact. It is the responsibility of the Bidder to visit the properties themselves and not rely solely on the City's maps.	✓	
6	Some private property owners may maintain the right-of-way frontage of their property. This is acceptable with the City if standards are comparable, and schedules are coordinated by the Contractor and the property owner. In the event that such private owners cease to maintain right-of-way(s), it shall be the Contractor's responsibility to begin maintenance at no additional cost to the City.	✓	
7	The Bidder's price is fixed and not determined by acreage but rather by lump sum.	✓	
8	All work and services shall be performed by the Contractor or its employees.	✓	
	A. MOWING/EDGING		
9	Mow fescue/bermuda areas to a height of 2" to 2-1/2" in accordance with the frequency listed in the separate attached file, Landscape Maintenance Services Pricing Form 2023.xlsx, posted on our E-Bids web site.	✓	
10	Trim and edge each mowing cycle.	✓	
11	Remove grass and weed clippings after each visit. Clippings must not be thrown into beds.	✓	
12	All grass shall be removed by mechanical or chemical means from curbs and gutters.	✓	
13	Remove litter prior to mowing. If litter is cut during mowing, stop and remove at once.	✓	
14	Site shall be swept or blown clean after mowing/trimming.	✓	
15	Discharge guards shall be in the down position at all times.	✓	
16	Stick edger's are to be used for curb and sidewalk edging only. Curb dressers are not acceptable.	✓	

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	B. BLOWING		
17	Grass clippings or debris caused by mowing, trimming, or edging shall be immediately removed from adjacent walks, curbs, beds, and roadway areas on the same day as turf is mowed, trimmed or edged.	✓	
18	Grass clippings or debris shall be removed in such a way as to not cause drift into roadways, adjacent properties, or storm drains.	✓	
19	At the end of each mowing cycle, the Contractor is responsible for checking storm drain inlets and making sure they are clear of any clippings and debris, regardless of the origin of the debris. Clippings blown into street that will eventually end up in storm drains is illegal and will not be tolerated.	✓	
	C. LEAF REMOVAL		
20	Gather and remove leaves on a weekly basis during October, November, December and January. Gather and remove leaves on an as-needed basis for all other months.	✓	
	D. LITTER AND TRASH MANAGEMENT		
21	It is the City's intent for all pricing to include Litter and Trash Management.	✓	
22	All walks, turf areas, beds and parking areas will be policed free of all trash and debris (includes cigarettes, tree limbs, pinecones, sticks, discarded gum, cans, bottles, litter in water, etc.) at each visit.	✓	
	E. DAMAGE TO PROPERTY		
23	Sprinkler heads or other property broken by the Contractor shall be replaced or repaired at the Contractor's expense.	✓	
24	The City Representative must be notified upon damage and intent to repair.	✓	
	F. ADDITIONAL PROPERTY		
25	The City reserves the right to negotiate the maintenance of additional property during the term of the contract. We will ask the current city lawncare contractors to give us a written quote within 48 hours. Any additions will be approved by change order by the City Administrative staff.	✓	
	G. REDUCING PROPERTY		
26	The Bidder agrees to engage in good faith renegotiation of quoted fees where a substantive change in an awarded property package alters the amount of work required to maintain a satisfactory level of service.	✓	
	II. RESPONSIBILITIES OF THE CONTRACTOR		
27	A. The Contractor must maintain a competent and coherent staff. An English-speaking employee or a translator must be on the job site to communicate any contract issues that may arise and must comply with E-Verify (Section 3.0 Bidder Information & Acknowledgements).	✓	
28	B. Contractor must provide modern communication (cell phone and/or pager) numbers to the City Representative.	✓	
29	C. Contractor must provide a working telephone (cell phone and/or pager) number for service area calls.	✓	
30	D. Contractor shall provide the insurance coverage required within this IFB.	✓	
31	E. Contractor must be authorized and properly licensed to do lawncare business in the City, County, and State of Alabama and will comply with all pertinent City, State, and Federal requirements, codes and regulations related to such, as applicable. Contractor shall provide evidence of such licenses to the City upon request.	✓	

32	F. Contractor must have performed comparable landscaping services for a minimum of three (3) years and attach documentation to this bid.	✓	
Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
33	G. Contractor shall furnish all labor, equipment, tools, transportation, supplies, insurance, licenses, permits and other facilities necessary to properly and legally complete the service functions of the Contract in an orderly and workmanlike manner.	✓	
34	H. Contractor shall supervise and direct the work and their employees to the best of their ability and are solely responsible for all techniques, procedures, coordination of services, and actions by their employees.	✓	
35	I. Contractor's work vehicles must display the company name.	✓	
36	J. Contractor service personnel shall maintain a neat appearance in suitable clothing, with identifying company attire (i.e. T-Shirt).	✓	
37	K. Contractor shall be liable for any and all damage to property of the City or any residents that results from performance of the service functions.	✓	
38	L. Damage by the Contractor and service personnel shall be repaired and restored without cost to the City.	✓	
39	M. Contractors shall comply with State of Alabama Department of Transportation regulations concerning traffic control devices.	✓	
40	N. Contractor shall provide signs, i.e. 'mowers ahead', barricades, and/or flashing lights, as necessary, for the protection of the workers and the safety of the public.	✓	
41	O. The Contractor shall ensure their employees are equipped with adequate personal protective equipment while performing contract services. Such personal protective equipment shall include, but is not limited to: goggles, safety glasses, face shields, gloves, safety vests, etc.	✓	
42	P. Any items of value found by the Contractor must be turned into City personnel.	✓	
43	Q. Bidders must provide a list of all equipment to be used and must include the make, model, serial number, and year of each piece of equipment. The City will make arrangements to inspect the equipment. If the Bidder must obtain equipment in order to perform this work, explain what equipment will be purchased and how financing will be obtained.	✓	

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Yard Nique, INC.

Doing-Business-As Name of Proposer:

Yardnique

Principal Office Address:

3311 7th AVENUE SW
HUNTSVILLE, AL 35805

Telephone Number:

256-361-9037

Fax Number:

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

Corporation

X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

May 3, 2001

Location of incorporation:

North Carolina

The corporation is held:

Publicly _____ Privately X

Names and titles of corporate officers:

ROB WOOD, CFO

Brian Dumont, CEO

Bill DAUOLI, COO

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: NORTH CAROLINA
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 N/A

If a Joint Venture, answer the following:

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

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

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

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

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

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

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


Signature of Proposer
Alisha Richey
Print or Type Name of Proposer
04/07/2026
Date

Yardnique, Inc.
Legal Name of Firm
10014 Chapel Hill Rd
Mailing Address
Morrisville NC 27560
City State Zip Code
252-361-9037
Phone Fax
alisha.richey@yardnique.com
Email Address
Yardnique.com
Website Address

APPENDIX D REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Yardnique, LLC
- City of Huntsville current taxpayer identification number (if available): 76321
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: <u>86-3412476, North Carolina</u>
☐ 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: Alisha Richoy Title (if applicable): Regional Sales Manager

Type or legibly write name: Alisha Richoy Date: 04/07/2020



Alabama Secretary of State



Yard-Nique, Inc.

Entity ID Number	001-205-423
Entity Type	Foreign Corporation
Principal Address	10014 Chapel Hill Road Morrisville, NC 27560
Principal Mailing Address	10014 Chapel Hill Road Morrisville, NC 27560
Status	Exists
Place of Formation	Delaware
Formation Date	04/07/2021
Qualify Date	08/13/2025
Registered Agent Name	C T Corporation System
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	08/13/2025
Scanned Documents	
Document Date / Type / Pages	08/13/2025 <u>Certificate of Formation</u> _3_pgs.

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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

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

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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



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



E-VERIFY IS A SERVICE OF DHS AND SSA

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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.

B. TERMINATION

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

ARTICLE VI PARTIES

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



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

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

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

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



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Approved by:

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



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



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

NC

1



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

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



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