# BID SUBMITTAL FORM
## Alabama County Joint Bid Program
## BID ITEM – 35-TON LOWBOY TRAILER

Company Name: Gulf City Body + Trailer Works, Inc

Address: 601 S. Conception St.
Mobile, AL 36603

Bid Submitted by: Paul Averitt
(Name of company representative)

Title: Sales E-mail address: paveritt@gulfcity.com

Phone: 251-438-5521 Fax: 251 433-7910

| By submitting this bid, we agree: | Initials |
|---|---|
| The equipment model number identified below meets the bid specs for this bid item | PA |
| That the bid price will be honored for all counties for the period from Jan. 1, 2022 to Dec. 31, 2022. | PA |
| The equipment will be delivered at the bid price to all counties participating in the joint bid program | PA |
| The company representative listed above will be the contact person for purchasing this bid item under the joint bid program | PA |
| The bid is accompanied by a current catalog or model specification document for the model number identified below | PA |
| The bid is accompanied by a copy of the manufacturer's standard warranty as required in the bid specifications | PA |
| The bid includes the e-verify documentation required by Alabama law | PA |
| If awarded the bid, a performance bond will be provided upon request | PA |
| The bid documents include the **Manufacturer's Suggested Retail Price Sheet (MSRP) for the Standard Machine** | PA |

**Total Bid Price for Standard Machine: $** 50,719.00
**(Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs) ***

**Freight Preparation and Delivery: $** 1,800.00
**(Included in Standard Machine Bid Price)**

**Manufacturer's Suggested Retail Price for Standard Machine: $** 53,762.14

Equipment Model #: LB35-33CS

Description: 35 ton Fixed Neck Lowboy

Signature of company representative submitting bid: Paul Grant

Title: Sales

*** NOTE:** Award will be made based on the total cost of the **Standard Machine**. The total cost of the standard machine is to include the freight preparation, delivery and standard warranty cost. Freight preparation, delivery will be excluded from the total bid price of the standard machine in determining the percentage discount for any available options.

# BID SUBMITTAL FORM: OPTION COST SHEET

By submitting this bid, we agree:

To offer any available options at the percent difference between the Manufacturer's Suggested Retail Price Sheet and the actual bid price on the Standard Machine* PA

The bid documents include the Manufacturer's Suggested Retail Price Sheet (MSRP) with **any available Options** for the Standard Machine PA

Equipment Model #: LB35-33CS

Description: 35 ton Fixed Neck lowboy

Signature of company representative submitting bid: Paul Arent

Title: Sales

***Note:** The percent difference between the **Manufacturer's Suggested Retail Price Sheet (MSRP)** for the standard machine as specified by these **Bid Specifications** and the actual price bid by the vendor will be calculated to determine the percentage discount to be applied to any available options. The bid price of the freight preparation, delivery cost shall be excluded in determining the percentage discount to be applied to available options. Any individual county may choose to add any available option to the standard machine at the percentage discount at the time of purchase.

# BID SPECIFICATIONS
# 35-TON LOWBOY TRAILER

## GENERAL
These specifications shall be construed as the minimum acceptable standards for a 35-Ton Lowboy Trailer for equipment hauling. Should the manufacturer's current published data or specifications exceed these standards, the manufacturer's standards shall be considered minimum and shall be furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. Additionally, the trailer offered for bid shall include all standard manufacturer's equipment. The 35-Ton Lowboy Trailer must be a new current production model and shall meet all current EPA and other applicable standards at the time of manufacture.

The use of specific names or numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but is intended solely for the purpose of indicating the type, size, and quality of equipment considered best adapted to the uses of counties participating in this joint bid.

## BID SUBMITTAL FORM
Each bidder must submit his or her bid on the Bid Submittal Form included in the invitation to bid package. All written warranties to be submitted shall be attached to the Bid Submittal Form.

## BID PRICE
The price bid shall include all destination charges, delivery charges, title fees, rebates and all other applicable costs and refunds.

## REPLACEMENT PARTS AVAILABILITY
Parts must be available for 5 years of use for the piece of equipment bid.

## WARRANTY
Bidders shall submit a copy of the manufacturer's standard warranty.

## Capacity
70,000 lbs.

Yes ✓ No ___
Page # 1

## AXLES
Unit shall be equipped with 25,000-lb. Capacity (each) Tandem Axles and Hutch Three point 4- leaf spring suspension

Yes ✓ No ___
Page # 1

## DIMENSIONS
Unit shall measure 45 feet in overall length and have 8'6" foot deck width, 26 feet well length, and 33 inch deck height loaded.

Yes ✓ No ___
Page # 1

**FRAME CONSTRUCTION**

Mainframe to be constructed with 17" fabricated I beams which should have a minimum 80,000 lb. yield flanges. Frame should be constructed to have a pre-camber design.

Yes ✓ No ___
Page # 1

Side Rails to be constructed with 12" fabricated I beams which should have a minimum of 80,000 lb. yield flanges. Side Rails should be constructed to have a pre-camber design.

Yes ✓ No ___
Page # 1

Cross members to be constructed with a 8" wide flange I beam on 24" centers.

Yes ✓ No ___
Page # 1

Gooseneck fixed design,17 degree slope. 18" king pin setting.

Yes ___ No ✓
Page # 1A
21 degrees

**DECK AND RAMP FLOORS**

Unit shall be equipped with 1 3/4 inch thick oak decking, covered steel wheel wells with tractions bars, 5/16 inch king pin plate, 4 foot steel check plate dovetail with traction bars, and 36 inch x 96 inch wood filled hydraulic heavy duty rear loading ramps

Yes ___ No ✓
Page # 1A
1 1/2" Apitons

**BRAKES**

Unit shall be equipped with Type 30 Air Chambers, Auto Slack Adjusters, Antilock Braking System, and Parking Brakes on 2 Axles. Outboard mounted brake drums, quick change brake shoes.

Yes ✓ No ___
Page # 1

**TIRES/RIMS**

235/75R 17.5 Tires and Disc-Hub Piloted Wheels

Yes ✓ No ___
Page # 1

**FEATURES**

Two Speed 50,000 lb. Landing Gear

Yes ✓ No ___
Page # 1

L.E.D. lights w/ Sealed Wiring Harness

Yes ✓ No ___
Page # 1

Mud Flaps

Yes ✓ No ___
Page # 1

Minimum 16 lashing rings – d rings

Yes ✓ No ___
Page # 1

Tool Box in Gooseneck

Yes ✓ No ___
Page # 1

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Pittsview, AL. 36
334-855-4754
pittstrailers.com

**Dealer Gulf City**
**For ACCA Joint County Bids**

**10/11/2021**

**Trailer 35 Ton Lowboy - Pitts LB35-33CS**

| Specification Requirements | Yes | No |
|---|---|---|
| **Capacity** 70,000 lbs. AXLES | x | |
| **Axles** Unit shall be equipped with 25,000-lb. Capacity (each) Tandem Axles and Hutch Three point 4- leaf spring suspension DIMENSIONS | x | |
| **Dimensions** Unit shall measure 45 feet in overall length and have 8'6" foot deck width, 26 feet well length, and 33 inch deck height loaded. | x | |
| **FRAME CONSTRUCTION** | | |
| Mainframe to be constructed with 17" fabricated I beams which should have a minimum 80,000 lb. yield flanges. Frame should be constructed to have a pre-camber design. | x | |
| Side Rails to be constructed with 12" fabricated I beams which should have a minimum of 80,000 lb. yield flanges. Side Rails should be constructed to have a pre-camber design. | x | |
| Cross members to be constructed with a 8" wide flange I beam on 24" centers. | x | |
| Gooseneck fixed design,17 degree slope. 18" king pin setting. | | x |
| **DECK AND RAMP FLOORS** | | |
| Unit shall be equipped with 1 3/4 inch thick oak decking | | x |
| Covered steel wheel wells with tractions bars | x | |
| 5/16 inch king pin plate | x | |
| 4 foot steel check plate dovetail with traction bars | x | |
| 36 inch x 96 inch wood filled hydraulic heavy duty rear loading ramps | x | |
| **BRAKES** Unit shall be equipped with Type 30 Air Chambers, Auto Slack Adjusters, Antilock Braking System, and Parking Brakes on 2 Axles. Outboard mounted brake drums, quick change brake shoes. | x | |
| **TIRES/RIMS** 235/75R 17.5 Tires and Disc-Hub Piloted Wheels | x | |
| **FEATURES** | | |
| Two Speed 50,000 lb. Landing Gear | x | |
| L.E.D. lights w/ Sealed Wiring Harness | x | |
| Mud Flaps | x | |
| Minimum 16 lashing rings – d rings | x | |
| Tool Box in Gooseneck | x | |

1

871

| Explanation |
| --- |
| |
| |
| Main Deck =27' |
| |
| 16" Fabricated beam with 100K Flanges |
| 100K Flanges |
| Crossmembers 20" on centers |
| 21 deg Slope |
| |
| Upgrade to 1-1/2" Apitong |
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LB35-38

# PITTS Trailers®
Since 1976

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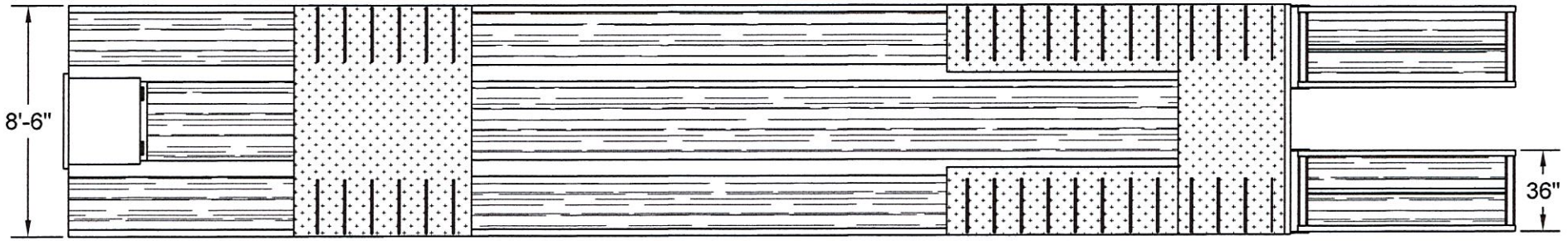
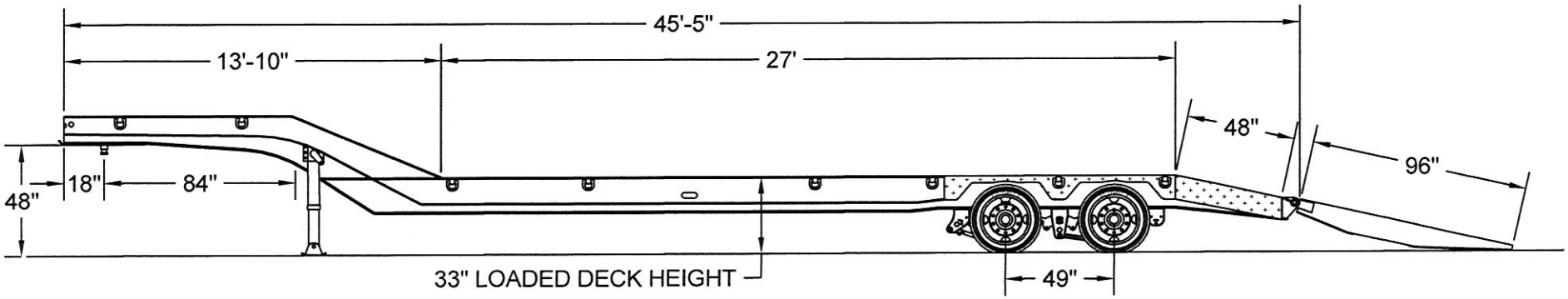
**FOR ILLUSTRATION PURPOSES ONLY**

PRELIMINARY DIMENSIONS AND SPECIFICATIONS SUBJECT TO CHANGE WITHOUT PRIOR NOTICE

PITTS Trailers® Since 1976

LB35-33CS




COMFIRMATION_____ DATE_____

# LB35-38

### MAIN BEAMS
- Main longitudinal members 16" wide flange mill roll I-beam 50ksi yield

### CAPACITY
- 35 tons in 16' length

### ESTIMATED TARE WEIGHT (STANDARD PACKAGE)
- 15,900 ± 3%

### LOAD BASE
- 16' rigid point load centered in deck

### DIMENSIONS
- Overall: 8' 6" width x 41' length
- Clear deck length: 27', (flat deck design)
- Deck height under full load: 38" (ground clearance: 22")
- 48" nominal loaded 5th wheel height

### GOOSENECK DESIGN
- Fixed neck to deck connection
- Exposed main beams and recessed motor grader ramps
- 84" swing radius
- Toolbox in front of neck

### DECK DESIGN
- Level deck design
- 1 ½" nominal apitong
- (4) I-beam design

### BOGIE DESIGN
- Wheel wells covered with formed steel check plate and traction bars
- 3' dovetail covered with steel check plate and traction bars
- 6' x 2' heavy duty spring assisted, self cleaning, rear loading ramps

### AXLES
- (2) Heavy duty axles with 49" spread
- 25,000 lbs nominal capacity per axle (GAWR determined by suspension type, brakes, tires and other components)
- Tapered spindle axles

### BRAKES
- 16 ½" x 7"
- Heavy-duty brake drums, outboard mount
- Automatic slack adjusters
- Type 30/30 parking brakes on (2) axles

### HUBS
- Hub-piloted 10-stud mount
- Outboard cast drums

### WHEELS/TIRES
- (8) Steel disc wheels 8.25 x 22.5 with 255/ 70R 22.5 H-ply tires

### SUSPENSION
- Hutch 9700 3 point heavy duty 4 leaf steel spring

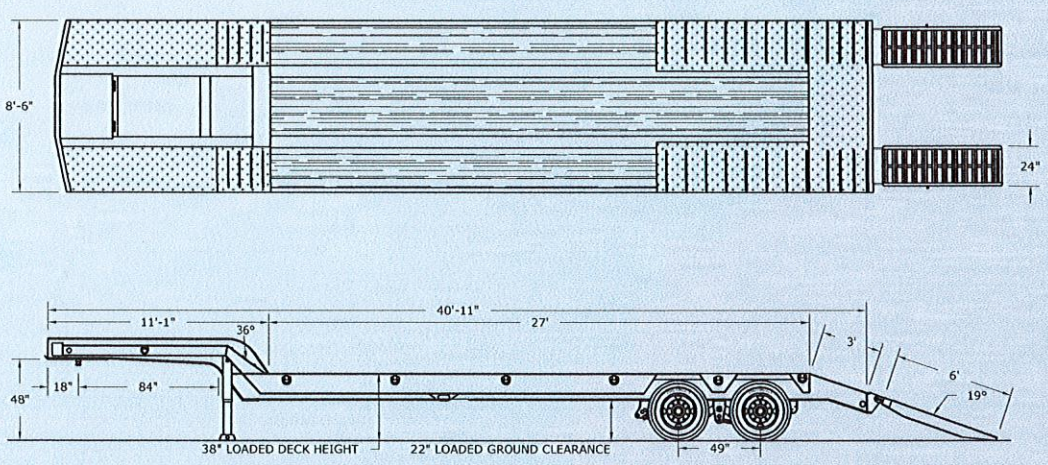
### ELECTRICAL SYSTEM
- Fully sealed wiring harness with LED lights
- Marker lights and mid-turn signals
- (3) Round stop, tail and turn lights per side on rear

### PROTECTIVE COATING
- High quality 2-part PPG polyurethane enamel
- High quality 2-part primer
- Blasted and cleaned prior to painting

### LASH RINGS
- (8) Pair (16 total), bent D-ring

### FLAG HOLDERS
- (2) Pair (4 total)

## MODEL: LB35-38

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PITTS Trailers

*Note: All specifications are subject to change without prior notification. All dimensions and weights are approximate. Trailers pictured in this brochure may feature optional equipment.*

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# Certificate of Warranty

New Truck Trailers

Pitts Enterprises ("Pitts Enterprises") warrants to the first purchaser ("the Purchaser") of a new truck trailer (hereinafter referred to as "trailer") manufactured by Pitts Enterprises that each such new trailer will be free from defects in material and workmanship, provided that the trailer (i) is operated for normal commercial use, (ii) is periodically serviced in accordance with ordinary commercial standards, (iii) is used to carry loads not exceeding the manufacturer's rated capacity, and (iv) is loaded with the weight equally distributed. The foregoing warranty is effective from the date of purchase for the period of: (i) limited three years for platform models, (ii) limited two year lowboy models, (iii) limited two year tag-along models, (iv) limited two years log trailer models, (v) one year loader mount trailer models, (vi) one year oilfield float models, (vii) one year custom models, (viii) one year chip van models, (ix) one year extendable models, (x) one year heavy haul models and (xi) six months on hydraulic and solenoid components.

THE FOREGOING WARRANTY IS MADE SOLELY TO THE FIRST PURCHASER OF A NEW TRUCK TRAILER FROM PITTS ENTERPRISES OR A PITTS ENTERPRISES AUTHORIZED DEALER AND IS MADE IN LIEU OF OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE. NO EXPRESS OR IMPLIED WARRANTY OR MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS SET FORTH ABOVE IS MADE BY PITTS ENTERPRISES FOR EACH SUCH NEW TRUCK TRAILER.

"Normal commercial use" means use of the trailer (i) for commercial use, (ii) in the manner and for the purpose for which it was designed and purchased, (iii) within gross vehicle rating (GVWR) and gross axle rating (GAWR) as specified on the trailer's vehicle identification plate, and (iv) with commercial loads properly attached and not causing any strains on the trailer greater than those experienced on well maintained public roads while operated lawfully. "Normal commercial use", shall NOT include use with loads that are chemically incompatible with any of the materials of which the trailer is constructed.

Pitts Enterprises neither expresses nor implies any warranty at all with respect to:
(1) any trailer no longer owned by the Purchaser;
(2) any trailer sold which, after its purchase from Pitts Enterprises or Pitts Enterprises authorized dealer, is repaired or altered outside of Pitts Enterprises factory or branch in any manner not approved in writing, or which has been subject to misuse, neglect, or accident;
(3) any used trailer sold by Pitts Enterprises or any other person;
(4) any parts or materials used by Pitts Enterprises in manufacturing a new trailer which wear out and require replacement within the warranty period specified above. Such parts or materials include (but are not limited to) brake drums, brake linings, brake actuation components, oil and oil seals, bearings, paint, tires, wood floors, and electrical components, light bulbs, electrical receptacle, paint and coatings, return springs, equalizer, torque rod and camshaft bushings, camshafts, slack adjusters, springs, slider pads, wheel bearings, rim clamps and studs, gaskets and sealers, and all types of interior lining, floors, and the like also;
(5) parts and accessories may carry warranties of their respective manufacturers. At the Purchaser's written request, Pitts Enterprises will supply the Purchaser with any information it possesses concerning the warranties on parts and accessories and the identity and location of their respective manufacturers or of any other person with respect to the parts and accessories;
(6) customer furnished used parts for installation in new trailers;

By Pitts Enterprises delivery of this warranty and Purchaser's acceptance hereof in connection with the purchase of a new trailer,
Pitts Enterprises and the Purchaser agree as follows:
(1) that Pitts Enterprises shall not be liable for damage to cargo or for any consequential damages arising from or alleged to arise from the purchase covered by this Warranty or from the Warranty itself, whether arising from or alleged to arise from Purchaser's inability to use trailer commercially, from interruption of Purchaser's business, or otherwise for loss of use of capital or revenue, cost of money, claim of customers, non-operation or increased expense or operation cost of purchase or replacement equipment, loss of anticipated profits, transportation expenses due to repairs, or for any special, incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.
(2) that Pitts Enterprises sole responsibility under this warranty is to repair or replace (at Pitts Enterprises discretion, but only within the Warranty period) any defective trailer manufactured by Pitts Enterprises, provided that Pitts Enterprises is obliged to perform such repair or replacement only if such defective trailer is returned to Pitts Enterprises or a repair facility designated by Pitts Enterprises, at Purchaser's expense immediately upon request by Pitts Enterprises;
(3) the labor cost involved in replacing the warranted parts will be reimbursed for a period of one year, and a period of six months on hydraulic components and solenoids, at a rate not exceeding their predetermined factory schedule for such labor and labor cost, providing the prior approval of Pitts Enterprises for any such labor and labor cost has been obtained. The necessity of replacement of any such parts under this warranty shall solely be determined by Pitts Enterprises, who reserves the right to require any and all parts for which replacement is claimed, to be returned freight paid to its factory for inspection. On all component parts not manufactured by Pitts Enterprises, their warranty is to the extent that the manufacturers of such parts warrant them to Pitts Enterprises, and
(4) that such repair or replacement is the Purchaser's exclusive and sole remedy in connection with any defective trailer sold new to the Purchaser by Pitts Enterprises, whether such remedy is sought pursuant to this Warranty, or otherwise.
(5) the provisions of this warranty shall be interpreted and governed pursuant to the laws of the state of Alabama.
(6) axle and/or suspension alignment: Pitts Enterprises or authorized dealership must be called within 10 days after delivery of any alignment problem.

Any communications with respect to the New Truck Trailer Warranty should be addressed to:
**Pitts Enterprises – Pittsview, AL (334) 855-4754 or Elba, AL (334) 897-2525**

Serial Number: _____ Date of Purchase: _____

**REV 2014**

E-Verify

Company ID Number:469012 Client Company ID Number:1553201

| | |
|---|---|
| Employer<br>GULF CITY BODY AND TRAILER WORKS | |
| Name (Please Type or Print)<br>MELISSA FONTENOT | Title |
| Signature<br>Electronically Signed | Date<br>June 09, 2020 |
| E-Verify Employer Agent<br>EMPLOYERS ADMINISTRATIVE SERVICES INC | |
| Name (Please Type or Print)<br>JANE BRIGHAM | Title |
| Signature<br>Electronically Signed | Date<br>June 09, 2020 |
| Department of Homeland Security - Verification Division | |
| Name<br>USCIS Verification Division | Title |
| Signature<br>Electronically Signed | Date<br>June 09, 2020 |

## Business Entity Details

| Gulf City Body and Trailer Works, Inc. | |
|---|---|
| Entity ID Number | 017 - 452 |
| Entity Type | Domestic Corporation |
| Principal Address | MOBILE, AL |
| Principal Mailing Address | Not Provided |
| Status | Exists |
| Place of Formation | Mobile County |
| Formation Date | 1-25-1966 |
| Registered Agent Name | Not Provided |
| Registered Office Street Address | Not Provided |
| Registered Office Mailing Address | Not Provided |
| Nature of Business | TRAILER WORKS |
| Capital Authorized | $5,000 |
| Capital Paid In | $5,000 |
| **Incorporators** | |
| Incorporator Name | SMITH, L JACK |
| Incorporator Street Address | Not Provided |
| Incorporator Mailing Address | Not Provided |
| Incorporator Name | SMITH, EVELYN G |
| Incorporator Street Address | Not Provided |
| Incorporator Mailing Address | Not Provided |
| Incorporator Name | EDINGTON, ROBERT S |
| Incorporator Street Address | Not Provided |
| Incorporator Mailing Address | Not Provided |
| **Annual Reports** | |
| Report Year | 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 |
| **Transactions** | |
| Transaction Date<br>Legal Name Changed From | 6-9-1981<br>Spanish Trail Trailer Works, Inc. |
| Transaction Date<br>Legal Name Merged | 6-9-1981<br>G-W Investments, Inc. |
| Transaction Date<br>Legal Name Merged | 6-9-1981<br>Gulf City Spring and Equipment Company, Inc. |
| **Scanned Documents** | |
| Document Date / Type / Pages | 6-9-1981 Merger 12 pgs. |

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Montgomery, AL 36103-5616



Phone: (334) 242-7200
Fax: (334) 242-4993

STATE OF Alabama

COUNTY OF Mobile

**AFFIDAVIT**

Before me, the undersigned authority, personally appeared Barry E Gritter (affiant) who, being by me first duly sworn, doth depose and say as follows:

I Barry E Gritter (name), on behalf of Gulf City Body & Trailer Works, Inc. (business entity), and with lawful authority to act in its behalf, attest to the following from personal knowledge:

1. Gulf City Body & Trailer Works, Inc (business entity) does not knowingly employ, hire for employment, or continue to employ any unauthorized aliens in the State of Alabama; and

2. Gulf City Body & Trailer Works, Inc (business entity) is enrolled in the E-Verify Program as shown by the attached documentation.

3. Gulf City Body & Trailer Works, Inc (business entity) does and will utilize the E-Verify Program to verify the employment status of employees and potential employees according to federal rules and regulations.

4. N/A (business entity) shall acquire from its subcontractors notarized affidavits that they will not knowingly employ, hire for employment or continue to employ unauthorized aliens, that they will enroll in the E-Verify Program before performing any contract works or providing any product, and that they shall attach to the affidavits, documentation establishing their enrollment in E-Verify as required by Act No. 2011-535.

Signature of Affiant

I, the undersigned Notary Public, in and for said County and State, hereby certify that Barry E Gritter whose name is signed to the foregoing Affidavit, and who is known to me, acknowledged before me on this date that, being informed of the contents of the above and foregoing affidavit, he/she as an officer of Gulf City Body & Trailer Works, Inc. (business entity) and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal of office the 12th day of December 2011.

Notary Public

January 2012
Expiration Date

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 7, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

E-Verify

Company ID Number: 469012

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. If you have any questions, contact E-Verify at 1-888-464-4218.

**Approved by:**

| | |
|---|---|
| **Employer EMPLOYERS ADMINISTRATIVE SERVICES INC** | |
| **AUDREY DAY** | |
| Name (Please Type or Print) | Title |
| *Electronically Signed* | 11/29/2011 |
| Signature | Date |
| **Department of Homeland Security – Verification Division** | |
| **USCIS Verification Division** | |
| Name (Please Type or Print) | Title |
| *Electronically Signed* | 11/29/2011 |
| Signature | Date |

| **Information Required for the E-Verify Program** | |
|---|---|
| **Information relating to your Company:** | |
| Company Name: | EMPLOYERS ADMINISTRATIVE SERVICES INC |
| Company Facility Address: | 2700 DAUPHIN STREET |
| | MOBILE, AL 36606-4803 |
| | |
| Company Alternate Address: | |
| | |
| | |

E-Verify

Company ID Number: 469012

| | |
|---|---|
| County or Parish: | MOBILE |
| Employer Identification Number: | 631208586 |
| North American Industry Classification Systems Code: | 541 |
| Administrator: | |
| Number of Employees: | 1,000 to 2,499 |
| Number of Sites Verified for: | 360 |

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

- VIRGINIA 5 site(s)
- TENNESSEE 5 site(s)
- SOUTH CAROLINA 10 site(s)
- ARKANSAS 5 site(s)
- NORTH CAROLINA 5 site(s)
- LOUISIANA 50 site(s)
- TEXAS 5 site(s)
- MISSISSIPPI 50 site(s)
- ALABAMA 200 site(s)
- FLORIDA 5 site(s)
- GEORGIA 20 site(s)

E-Verify

Company ID Number: 469012

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

Name: **AUDREY L DAY**

Telephone Number: **(251) 473 - 5848** Fax Number: **(251) 471 - 1493**

E-mail Address: **dexeasl@aol.com**

E-Verify

Company ID Number: 469012

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

### ARTICLE I

### PURPOSE AND AUTHORITY

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

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

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

### ARTICLE II

### FUNCTIONS TO BE PERFORMED

### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers

E-Verify

Company ID Number: 469012

provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

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

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

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

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

**B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. 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 make available to the Employer (through the E-Verify Employer Agent) at the E-Verify website and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

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

5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.

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

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

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

## C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer shall display the notices supplied by DHS (through the 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.

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

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

4. The Employer shall comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only

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

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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

6. The Employer shall initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification, through the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer

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(through the E-Verify Employer Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer may not use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

8. The Employer (through the E-Verify Employer Agent) shall follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

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

10. The Employer shall comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or

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

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

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

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

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

## D. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. If the Employer is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

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a. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the E-Verify system and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause 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 new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS

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

e. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: A Federal contractor with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. If the Employer is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## E. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

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

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

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

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

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

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

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

6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

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

## ARTICLE III

## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

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

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the E-Verify Employer Agent), will transmit the Social Security Number to SSA for verification again if this review

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indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

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

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

**B. REFERRAL TO DHS**

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

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

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

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

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

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

- Scanning and uploading the document, or

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• Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

## ARTICLE IV

## SERVICE PROVISIONS

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

## ARTICLE V

## PARTIES

A. This MOU is effective upon the signature of the parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials. An E-Verify Employer Agent for an Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires the Employer's participation in E-Verify is terminated or completed. In such a circumstance, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, that Employer will remain a participant in the E-Verify program on behalf of the Employer, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all the Employer's newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify

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Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The E-Verify Employer Agent understands that if the Employer is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.

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

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

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the 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 E-Verify Employer Agent or the Employer.

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

G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

COUNTY COMMISSION
BALDWIN COUNTY
FINANCE/ACCOUNTING DEPARTMENT
312 COURTHOUSE SQUARE
SUITE 11
BAY MINETTE, ALABAMA 36507

Telephone
(251) 937-0282
Finance/Accounting Fax
(251) 239-4309
Accounts Payable Fax
(251) 580-2514

**To: VENDORS, CONTRACTORS AND GRANTEES**
**From: Kimberly W. Creech, Clerk Treasurer**
**Date: March 1, 2012**
**Re: H.B. 56-Alabama Immigration Law Compliance**

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Baldwin County Commission (the County) is required to comply with the provisions of the new Alabama Immigration Law (the Act). Compliance requirements for County in Alabama became effective January 1, 2012. The requirements flow down to all contractors, vendors, and grantees doing business with the County and employing one or more employees in Alabama. If you wish to become a new vendor of the County or if you wish to continue to do business with the County or receive funds from the County, you must complete and submit the following:

**If your organization/entity does NOT employ one or more employees in the State of Alabama, you must submit the following:**

1. Submit an updated W-9 Form (form attached).
2. Affidavit of Immigration Law Compliance (complete **Part I** - copy attached).

**If your organization/entity DOES employ one or more employees in the State of Alabama, you must submit the following:**

1. Submit an updated W-9 Form (form attached).
2. Affidavit of Immigration Law Compliance (complete **Part II**, sign and have notarized) (copy attached).
3. Submit to the County an E-Verify Memorandum of Understanding. If required to comply, you must go to the following web site to enroll in E-Verify which is a federal program that verifies the employment eligibility of all newly hired employees. http://www.uscis.gov/portal/site/uscis. Go to the E-Verify Home Page to initiate enrollment. Once you go through the steps to enroll, the program will print the requested *E-Verify Memorandum of Understanding.* This is the document, a copy of which you must submit along with the Affidavit attached to this memo.
4. Execute and submit to the County the attached *Alabama Immigration Law Compliance Law Contract in the attached "Notice"* form provided.

If you have subcontractors, provide your subcontractors notice of their compliance obligations and OBTAIN from each a notarized *Affidavit of Immigration Law Compliance- SUBCONTRACTOR.* (SAMPLE COPY ATTACHED). You may provide copies of this memo to your subcontractors as an explanation of this mandatory requirement. You are not required to submit the subcontractor affidavits; just maintain on file. A customizable version of this Affidavit is also available http://www.uscis.

These requirements imposed by the new Law are a condition for doing business with the County and receiving any funds from the County. Maintain ALL documents for audit purposes.

**If you do NOT employ one or more employees in the State of Alabama, submit an updated W-9 and complete Part I of the attached Affidavit. If you DO employ one or more employees in the State of Alabama, please submit the four documents identified. Please submit the requested documentation to the County address below.**

**Baldwin County Commission**
**Attn: Finance & Accounting**
**312 Courthouse Square, Ste 11**
**Bay Minette, AL 36507**

We regret any inconvenience or burden that these new requirements place on you and your business or organization. If you wish to do business with the County, you must comply and submit the requested documents. If we can assist in any way, please contact us at 251-937-0282.

Thank you for your patience and cooperation regarding this matter.

*(This is only to be completed for any SUBCONTRACTORS and maintained on file, NOT REQUIRED TO BE SUBMITTED!)*

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A POLITICAL SUBDIVISION OF THE STATE OF ALABAMA**

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for the award of any contract by Baldwin County Commission ("the County") or by the State of Alabama to a Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama or funds from any political subdivision of the State of Alabama, or any public funded entity. Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:
County of _____:

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a subcontractor to a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of subcontractor), said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify system may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Form I-9s for each of its current employees and has a good faith belief that it has complied with ALA. CODE § 31-13-9(c) and (d).

I have read this Affidavit and swear and affirm that it is true and correct.

_____
Signature of Affiant

Sworn to and subscribed before me this _____day of _____, 2____.
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

To be returned to the **Contractor or Grantee** of Baldwin County Commission. (NOT REQUIRED TO BE SUBMITTED TO THE COUNTY!)

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number

☐☐ - ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

COUNTY COMMISSION
BALDWIN COUNTY
FINANCE/ACCOUNTING DEPARTMENT
312 COURTHOUSE SQUARE
SUITE 11
BAY MINETTE, ALABAMA 36507

Telephone
(251) 937-0282
Finance/Accounting Fax
(251) 239-4309
Accounts Payable Fax
(251) 580-2514

## Notice of Alabama Immigration Law Compliance Requirements to all Contractors of the BALDWIN COUNTY COMMISSION

As a Contractor, as defined in the Act, to the BALDWIN COUNTY COMMISSION ("County"), it is critical to your relationship (future or continuing) with the County that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the County immediately.

Every contract entered into by the County from this point forward with a contractor will contain the following clause or one substantially similar:

> **Alabama Immigration Law Compliance Contract:** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the County and return the same to the County. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the County may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the County on and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the County. To the fullest extent permitted by

law, Contractor shall defend, indemnify and hold harmless the County from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

To the extent that there is no formal written contract between the County and the Contractor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Compliance Contract.

**Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:**

7-5-2017

Contractor Officer or Owner Signature/Date

Hunter Lyons President Gulf City Body & Trailer Works, Inc.

Print Name/Title/Company

Please execute and return to **Baldwin County Commission.**

## AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

In compliance with Sections 31-13-9 (a) and (b) of the Alabama Code, this Affidavit of Alabama Immigration Compliance must be completed and signed by an officer or owner of a contractor or grantee and notarized, as a condition for the award of any contract by **Baldwin County Commission** ("the County") to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama, or funds from any political subdivision of the State of Alabama, or any public funded entity .Please complete Part I (if you do NOT employ one or more employees in the State of Alabama) or Part II (if you DO employ one or more employees in the State of Alabama). **The Part II Affidavit must be notarized.**

**PART I – (Complete if you do NOT employ one or more employees in Alabama)**
State of _____:
County of _____:

I certify in my capacity as _____(your position) for _____ (name of contractor or grantee) that Contractor or Grantee does not employ one or more employees in the State of Alabama. I further certify that should my status change and I am required to comply that I will submit all required documents to the County. I have read this Affidavit and swear and affirm that it is true and correct.

_____
Signature of Affiant

**PART II – (Complete if you DO employ one or more employees in Alabama)**
State of Alabama:
County of Mobile:

Before me, a notary public, personally appeared Hunter Lyons (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as President (your position) for Gulf City Body & Trailer Works, Inc. (name of contractor or grantee), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations. I further attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. I have read this Affidavit and swear and affirm that it is true and correct.

_____
Signature of Affiant

Sworn to and subscribed before me this 5th day of July, 2016.
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

Please execute and return to the **Baldwin County Commission.**