

BID SUBMITTAL FORM
Alabama County Joint Bidding Program
BID ITEM – 28' STEEL HALF ROUND DUMP 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, 2024 to Dec. 31, 2024.

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: \$ 66,370.00
(Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs) *

Freight Preparation and Delivery: \$ 2500.00
(Included in Standard Machine Bid Price)

Manufacturer's Suggested Retail Price for Standard Machine: \$ 70,352.20

Equipment Model #: 4H228AB00

Description: 28' Steel half round end dump

Signature of company representative submitting bid: Paul Gant

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 #: 4H228AB00

Description: 28' Steel half Round end dump

Signature of company representative submitting bid: Paul Church

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 FOR FOR 28' STEEL HALF ROUND DUMP TRAILER

GENERAL

These specifications shall be construed as the minimum acceptable standards for a 28' Steel Half Round Dump Trailer. 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 28' Steel Half Round Dump Trailer must be a new current production model and shall meet all 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. The bid price will be honored for all counties for the period from Jan. 1, 2018 to Dec. 31, 2018

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.

Yes ☒ No ☐
Page #
or
Attachment ☒

LENGTH

28'

Yes ☒ No ☐
Page #

SIDE HEIGHT

48"

Yes ☒ No ☐
Page #

AXLES & SUSPENSION

Unit shall be equipped with 25,000-lb. Capacity (each) Tandem Axles and Hutch H900 Center point spring suspension. Suspension must be designed to keep all eight trailer wheels on the ground during dump operation.

Yes ☒ No ☐
Page #

BODY CONSTRUCTION

Dump Body to be constructed of 1/4" Hardox AR 450 steel

Yes ☒ No ☐
Page # 1

Nose & Gate to be constructed of 3/16" Hardox AR 450 steel

Yes ☒ No ☐
Page # 1

Top Rail to be constructed with 12" X 4" X 1/4" high strength steel with integrated top rail

Yes ☐ No ☒
Page # 1
10" x 4" x 1/4"
Yes ☒ No ☐
Page # 1

Longitudinal 8" X 8" X 1/4" high strength steel

Body Braces 1/4" high strength steel internally stiffened

Yes ☒ No ☐
Page # 1

Draft Arms 5" X 3" X 3/16" steel tube with drop legs

Yes ☒ No ☐
Page # 1

Tailgate air operated high lift with 87" of clearance. Tailgate bracing should be a minimum of 5 3/4" X 3 3/4" X 3/16" high strength steel with electric over air control locks and integrated mud flaps.

Yes ☒ No ☐
Page # 1

Ladders should be provided front and rear.

Yes ☒ No ☐
Page # 1

Fenders steel bolt on at rear of trailer

Yes ☒ No ☐
Page # 1

Tail Light Guards

Yes ☒ No ☐
Page # Standard

Electrical should be all LED lights with sealed harness.

Yes ☒ No ☐
Page # 1

Color provide complete list of color options.

Yes ☒ No ☐
Page # White/Black

HOIST

8" FIVE stage inverted trunnion mount

Yes ☒ No ☐
Page # 1



QUOTATION



Customer: GULF CITY BODY & TRAILER WORKS

601 S. CONCEPTION ST.

P.O. BOX 144

MOBILE 36601

Contact: PAUL AVERITT

Phone: 251-438-5521

Fax: 251-433-7910

THIS QUOTATION HAS BEEN PRINTED BY

Matt Rimmel at 12:50

DATE

2022/09/12

PAGE

1 of 2

QUOTATION #

231892(00)

MODEL

4H228AB00

QUANTITY

1

DUMPER

HALF ROUND FRAMELESS

PAYLOAD

GENERAL

PROVINCE OF OPERATION

USA

ITEM	DESCRIPTION
TYPE	SEMI-TRAILER HALF ROUND END DUMP (FRAMELESS)
DIMENSION	FRAMELESS 28' WITH 48" SIDES (Capacity of 24.8 cubic yards)
LENGTH	28' LENGTH
WIDTH	102"
HEIGHT	48"
CHASSIS	1/4" AR450 steel bogie pod, with aluminum cover plates
FIFTH WHEEL	Oscillating coupler plate
KING PIN LOCATION	15" (standard)
GATE STYLE	48" door with high lift arm assembly 3/16 AR450 Hardox48
REAR FENDERS	Rear steel fenders (bolt-on)
SIDE MATERIAL	1/4" AR450 Steel
FLOOR MATERIAL	1/4" AR450 Steel
NOSE AND GATE	3/16" AR450 Steel
TOP RAIL	10" X 4" X 1/4" High strength steel with integrated top angle
LONGITUDINAL	1/4" formed steel to middle brace
BODY BRACES	1/4" High strength steel internally stiffened
DRAFT ARM	4" X 6" X 3/16" STEEL TUBE
HOIST	8" diameter-5 Stage inverted trunnion mount
LADDERS	1" X 10' hydraulic hose with 1 1/4" female butterfly fitting (1) Front (1) Rear, driver side
MAIN SYSTEM	LED
FRONT CONNECTOR	Wiring harness - Custom fit and fully sealed
MID-FLASHERS	7 way (SAE J560) One lamp including side marker and flasher, each side at middle point, amber.
LANDING GEAR	2 SPEED LANDING GEAR
AXLE QTY	Tandem
AXLES	Hub piloted 25K axles : 1ABS 1NON ABS 5" tubular with HN spindle
SUSPENSION	Frameless single point suspension (standard) Hutch H900 single point 50K 50" spread
TRACK	77.5" (102" width)
BRAKES	16 1/2" X 7"
BEARINGS	HM 218248 and HM 212049
SLACK ADJUSTERS	Meritor, automatic, 28 splines
SEALS	Stemco, "Guardian" type, with "Gearlube" mineral oil, SAE 80W90
BRAKE CHAMBERS	T.S.E. brake, "Omnibrake" (30-30)
TIRE SIZE	24.5 Hub Piloted (plant choice radials)
EXTERIOR WHEEL	11R24.5 16PLY W/STEEL WHEEL
INTERIOR WHEEL	11R24.5 16PLY W/STEEL WHEEL
GATE CONTROL	Electric gate control w/manual override

INITIALS : _____



A division of The Canam Manac Group, Inc.

WARRANTY POLICY

Manac hereby warrants that all semi trailers and/or other new equipment manufactured in its plant shall be free from defects in material and workmanship under "normal use", and provided the purchaser has properly maintained the equipment. This warranty shall extend solely to the first purchaser of the equipment, after delivered, for a period of one year for components and three years for structural.

"Normal use" shall mean that the purchaser has used the equipment for the purpose for which it is ordinarily purchased and in accordance with the load restrictions prescribed by law; "normal use" shall also mean, unless Manac has clearly indicated a different capacity on the equipment, that the purchaser shall load and transport lawful loads which are uniformly distributed, non-corrosive, and properly attached to avoid irregular impact.

All constituent parts of the equipment not manufactured by Manac, but forming an integral part thereof, such as the suspension, axles, vertical supports, brakes and the like (excepting tires and springs which are not warranted) are only subject to such warranty as may be extended by the respective manufacturer thereof.

Manac shall not be responsible for damage to or loss of goods, or loss of time, of profits, or for any transportation charges which may be incurred by reason of defects in the equipment.

It is understood that Manac shall have no obligation hereunder if the purchaser has not made normal use of the equipment, or has improperly maintained it, or if the equipment has been repaired or modified without prior approval of Manac. Manac's sole obligation under this warranty shall be to repair, or at its option, replace free of charge any defective parts and accessories covered by this warranty. All repairs shall be performed in a Manac service center unless an authorized representative of Manac shall authorize the repairs be performed elsewhere at the expense of Manac.

Manac shall be notified of all defects covered by this warranty within five (5) days from the day they first appear, failing which this warranty shall be inapplicable.

This warranty is exclusive and in lieu of all other warranties, expressed or implied, of any nature whatsoever, which may exist in favor of the first purchaser of all new equipment manufactured by Manac.

THIS WARRANTY IS NOT TRANSFERABLE

Unit serial
number: _____

To be completed by the vendor or the person delivering the equipment.

Please return this form to: Warranty Department, P.O. Drawer K, Oran, Missouri 63771

Date: _____ Model: _____

Sold To: _____ Serial #: _____

MANAC

BY: _____
Vendor or person responsible for delivery

Manac Trailers USA, Inc.

8593 State Highway 77, P.O. Drawer K, Oran, Missouri 63771
Phone: (573) 262-2166 Fax: (573) 262-3633 (573) 262-3480

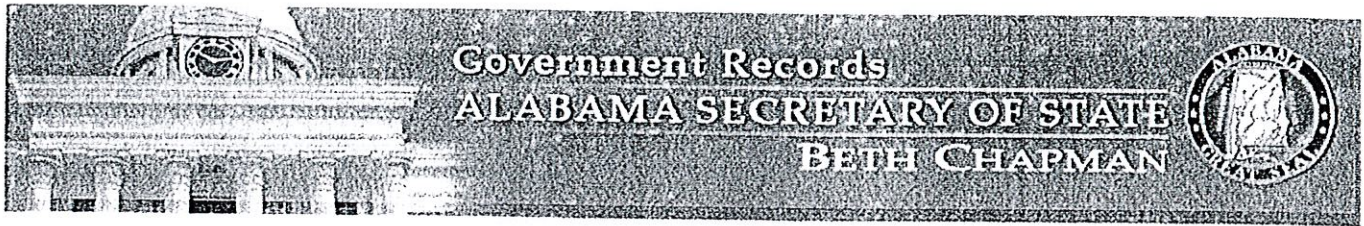




Company ID Number:469012

Client Company ID Number:1553201

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



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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	6-9-1981
Legal Name Changed From	Spanish Trail Trailer Works, Inc.
Transaction Date	6-9-1981
Legal Name Merged	G-W Investments, Inc.
Transaction Date	6-9-1981
Legal Name Merged	Gulf City Spring and Equipment Company, Inc.
Scanned Documents	
Document Date / Type / Pages	6-9-1981 Merger 12 pgs.

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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.

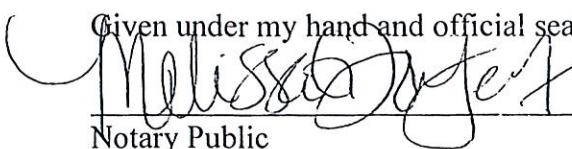
3. Gulf City Body & Trailer Works, Inc. (business entity) does and will utilize the E-Verify Program to verify the employment status of employees and potential employees according to federal rules and regulations.

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 January 2012


Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 7, 2012
Expiration Date



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
<i>Electronically Signed</i>	11/29/2011
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	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:	

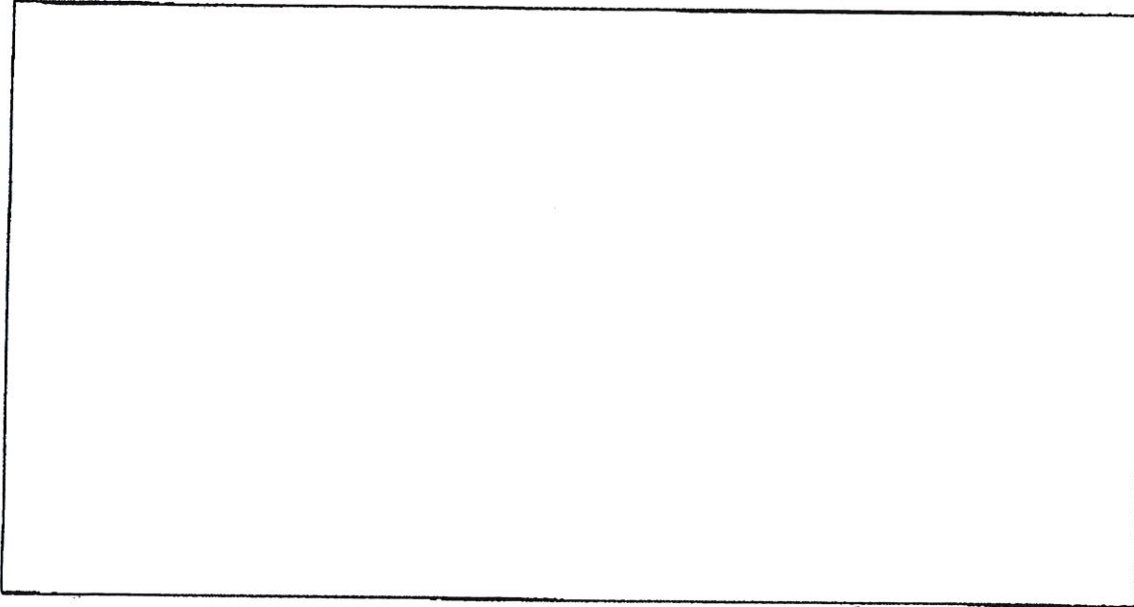


Company ID Number: 469012

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																						
<p>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</p> <table> <tr> <td>VIRGINIA</td> <td>5 site(s)</td> </tr> <tr> <td>TENNESSEE</td> <td>5 site(s)</td> </tr> <tr> <td>SOUTH CAROLINA</td> <td>10 site(s)</td> </tr> <tr> <td>ARKANSAS</td> <td>5 site(s)</td> </tr> <tr> <td>NORTH CAROLINA</td> <td>5 site(s)</td> </tr> <tr> <td>LOUISIANA</td> <td>50 site(s)</td> </tr> <tr> <td>TEXAS</td> <td>5 site(s)</td> </tr> <tr> <td>MISSISSIPPI</td> <td>50 site(s)</td> </tr> <tr> <td>ALABAMA</td> <td>200 site(s)</td> </tr> <tr> <td>FLORIDA</td> <td>5 site(s)</td> </tr> <tr> <td>GEORGIA</td> <td>20 site(s)</td> </tr> </table>		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)
VIRGINIA	5 site(s)																						
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ARKANSAS	5 site(s)																						
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ALABAMA	200 site(s)																						
FLORIDA	5 site(s)																						
GEORGIA	20 site(s)																						



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:	dexeast@aol.com		



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



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.



Company ID Number: 469012

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



Company ID Number: 469012

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 1-800-265-8155 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 HIRIRA 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.