

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Cindy Steen, Purchasing Agent  
**Through:** Cindy Russell, City Clerk  
**Date:** July 10<sup>th</sup>, 2014  
**Subject:** Ion Exchange Water Treatment Plant

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**REQUEST:**

City Council authorization is requested to accept the base bid of \$2,168,154.30 from The Creel Company for the 1MGD treatment facility for color removal using ion exchange, including piping, electrical, mechanical, etc., and related appurtenances.

**BACKGROUND:**

The City of Gautier's ion exchange filtration system will be the first water filtration system in the State of Mississippi to utilize the cutting-edge technology of ion exchange. The goals of Gautier's water filtration project are to remove the brownish tint in the water pulled from some of the city wells, with comparative low capital costs and low operations and maintenance cost. Upon study, research, national site visits and several pilots, Gautier's team of professionals determined that ion exchange offers the same clarity as reverse osmosis, with significantly reduced annual operations and maintenance costs.

The City Council adopted its Clear Water Plan January 2, 2013. The plan established three phases for a comprehensive water filtration system. The attached request for proposals allows for the construction of the first phase, given existing water demand and capacity. The first phase will construct a 1 million gallon per day (MGD) Ion Exchange Facility at the Public Works site on Gautier-Vancleave Road. The pipe system will tie four wells to the filtration system, and distribute the filtered water through the rest of the City's water system. These wells represent those with the most significant brownish tint. They are: the town commons well, Beasley well, Honduras well and Gautier-Vancleave well.

It is the professional opinion of Goodwyn Mills and Cawood Engineering that phase one may likely clarify water for all potable water users in Gautier because the filtered water will circulate through water storage tanks and throughout the system. The City currently pumps an average 1.6 MGD.

The City's public works service provider, Clearwater Solutions Inc., will install the pipe connecting the wells related to the filtration system and provide the labor to do so at no additional cost to the city. The RFP will bid out the remainder of the project.

The breakdown of cost is as follows:

\$2,630,000 + \$280,000 Professional Fees = \$2,910,000 (estimated annual payment \$205,000)  
\$205,000 subtracting \$134,000 from annual savings realized by refinancing municipal water/sewer bonds in 2012 = \$69,000/annual budgeted.

There will be no additional costs to users for this filtration project.

Below is a summary project timeline:

- September 2011. Goodwyn Mills Cawood presented to Council a desktop analysis of various treatment options, capital costs and O&M costs.
- November 2011. Based on low capital cost and O&M costs, pilot studies began using Granular Activated Carbon and Ion Exchange.
- November 2011. Gautier contracted with Goodwyn Mills & Cawood Engineering (GMC) for professional services on filtration project.
- June 2012. Final scope of work and cost estimates completed by GMC.
- January 2013. Gautier adopted Clear Water Plan and contracted with GMC for design of Ion Exchange filtration system.
- March 2013. The Council authorized the City Manager and Government Consultant, Inc. to proceed with a three million (\$3,000,000) bond from Mississippi Development Bank for the purpose of a clear water filtration system.
- June 2013. Design complete and permits submitted.
- March 2014. Received approval from Jackson County Utility Authority and proceeded with request for proposals.
- April 2014. Council approves advertisement for bids for the construction of the filtration plant
- Publish in a general circulation newspaper April 9<sup>th</sup> and April 23<sup>rd</sup>
- May 19<sup>th</sup> open bids.
- May 27<sup>th</sup> Preconstruction meeting.
- Construction timeline estimated through June 1, 2015

**RECOMMENDATION:**

City staff recommends that City Council accept the lowest bid from The Creel Company in the amount of \$2,168,154.30.

The City Council may:

1. Authorize to enter into a contract with The Creel Company
2. Authorize *not* to enter into a contract with The Creel Company..

**ATTACHMENT(S):**

Recommendation Letter from Goodwyn/Mills/Cawood  
 Bid Tab  
 Email from Denise King  
 Bid Packet

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**RECOMMENDATION:**

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The City Council may:

1. Authorize to enter into a contract with The Creel Company
2. Authorize *not* to enter into a contract with The Creel Company..

**ATTACHMENT(S):**

Recommendation Letter from Goodwyn/Mills/Cawood  
 Bid Tab  
 Email from Denise King  
 Bid Packet



July 9, 2014

Ms. Samantha D. Abell  
City Manager  
CITY OF GAUTIER  
3330 Hwy. 90  
Gautier, MS 39553

**RE: ION EXCHANGE WATER TREATMENT PLANT  
FOR THE CITY OF GAUTIER, MS  
GMC PROJECT NO. CMOB-120041**

Dear Ms. Abell:

Goodwyn, Mills and Cawood, Inc. has reviewed the bids for the referenced project received at 2:00 p.m. on Wednesday, May 7, 2014. There were a total of five bidders. However, one bidder, Gottfried Contracting, LLC, did not submit the proposal in the contract book as required. Thus, his bid was not opened.

The low bidder was The Creel Company in the amount of \$2,168,154.30. Based on our review of all bids, it is GMC's recommendation that the City of Gautier enter into a contract with the low bidder, The Creel Company, in the amount of \$2,168,154.30 contingent on approval by MDEQ for a direct discharge. We have enclosed a bid tabulation for your files.

If you are in agreement with our recommendation, please sign, but do not date, all four (4) copies of the Notice of Award. Again, contract documents will not be executed until approval from MDEQ for a direct discharge has been received.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

J. Wheeler Crook, PE

JWC:pr

Enclosures

xc: Contractor  
File CMOB-120041 BD

T:\MOBILE\+CMOB PROJ\GAUTIER, CITY OF\CMOB120041 - ION-X WATER TREATMENT PLANT\5 BID DOCUMENTS - CONSTRUCTION CONTRACTS\AFTER BID OPENING\ABELL.I.RECOMMEND AWD.DOC

**TABULATION OF BIDS**  
**ION EXCHANGE WATER TREATMENT PLANT FOR THE CITY OF GAUTIER**  
**GAUTIER, MS**

GMC PROJECT NO. CMOB120041  
 BID OPENING WEDNESDAY, MAY 7, 2014 @ 2:00PM

ITEM	SECTION/ DIVISION	DESCRIPTION	MANUFACTURER	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
1	DIV 2	DEMOLITION, SITE WORK, GRADING, CLEANUP, ETC.	N/A	\$ 125,008.30	\$ 73,900.00	\$ 125,000.00	\$ 90,000.00
2	DIV 5	METAL ACCESSORIES	N/A	2,134.70	39,100.00	2,500.00	20,000.00
3	06650	HDPE TANKS	POLYPROCESSING	97,766.80	123,120.00	128,000.00	130,000.00
4	11541	SELF PRIMING TANKS	PENTAIR HYDROMATIC	30,518.10	48,500.00	35,000.00	40,000.00
5	11704	PRESSURE FILTER, ANION EXCHANGE TREATMENT SYSTEM	TONKA EQUIPMENT CO.	914,097.40	1,099,350.00	1,085,000.00	1,100,500.00
6	11801	GASEOUS CHEMICAL FEED SYSTEM	REGAL SMART VALVE	12,421.80	27,300.00	20,500.00	20,000.00
7	11805	INLINE STATIC MIXER	WESTFALL	27,046.60	30,550.00	30,000.00	25,000.00
8	11820	CHEMICAL FEED SYSTEM	WATSON MARLOW	60,551.30	94,640.00	69,000.00	75,000.00
9	11826	LIQUID POLYMER SYSTEM	FLUID DYNAMICS, INC.	24,378.20	34,330.00	28,000.00	30,000.00
10	DIV 13	INSTRUMENTATION, CONTROLS AND SCADA	PER SPECIFICATIONS	70,428.00	123,000.00	121,000.00	115,000.00
11	DIV 15	YARD PIPING AND VALVES	PER SPECIFICATIONS	303,600.00	124,530.00	257,000.00	240,000.00
12	DIV 16	ELECTRICAL	SQUARE D/SIEMENS/ CUTLER HAMMER	106,155.40	121,300.00	164,000.00	165,000.00
13	MISC	LAB AND OFFICE BUILDING	N/A	170,219.70	198,400.00	213,000.00	190,000.00
14	MISC	ALL OTHER ITEMS	N/A	186,328.00	194,210.00	117,000.00	158,000.00
15	02274	EROSION CONTROL ALLOWANCE	N/A	5,000.00	5,000.00	5,000.00	5,000.00
16	01030	CONSTRUCTION STAKING ALLOWANCE	N/A	2,500.00	2,500.00	2,500.00	2,500.00
17	01450	MATERIALS TESTING ALLOWANCE	N/A	20,000.00	20,000.00	20,000.00	20,000.00
18	01650	STARTUP ALLOWANCE	N/A	10,000.00	10,000.00	10,000.00	10,000.00
		<b>TOTAL BID</b>		<b>\$ 2,168,154.30</b>	<b>\$ 2,369,730.00</b>	<b>\$ 2,432,500.00</b>	<b>\$ 2,436,000.00</b>

To the best of our knowledge, these bids area accurately tabulated and were accepted in accordance with applicable regulations.

*[Signature]*  
 J. Wheeler Crook, IV, PE, Alabama License No. 25070



## Cindy Steen

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**From:** Samantha Abell <sabell@gautier-ms.gov>  
**Sent:** Wednesday, July 09, 2014 10:16 AM  
**To:** Cindy Steen; Tricia Thigpen  
**Cc:** Chad Jordan  
**Subject:** Fwd: Water Treatment Plant

Cindy, I need a one page memo from you to award the water filtration to the lowest contractor bid. It needs to be on this agenda. You may attach Denise's email as a backup along with the bid.

Samantha Abell  
Gautier City Manager

Begin forwarded message:

**From:** Denise King <[denise.king@gmcnetwork.com](mailto:denise.king@gmcnetwork.com)>  
**Date:** July 9, 2014, 9:22:45 AM CDT  
**To:** "Samantha D. Abell ([sabell@gautier-ms.gov](mailto:sabell@gautier-ms.gov))" <[sabell@gautier-ms.gov](mailto:sabell@gautier-ms.gov)>  
**Cc:** Chad Jordan <[chad.jordan@clearwatersol.com](mailto:chad.jordan@clearwatersol.com)>, Wheeler Crook <[wcrook@gmcnetwork.com](mailto:wcrook@gmcnetwork.com)>  
**Subject:** Water Treatment Plant

Samantha,

We have submitted all documents to MDEQ for the discharge permit, and are continuously following up with their personnel. They understand the critical timeline for approval. As you are aware, the City has until August 6<sup>th</sup> to execute contracts based on the May 7<sup>th</sup> bid opening, or we will have to rebid the project. GMC recommends the Council go ahead and award the project to the low bidder contingent upon approval from MDEQ for the direct discharge. Once the City awards the project, we can move forward with getting the contracts executed (from the contractor's end) so that we can hopefully meet the August 6<sup>th</sup> deadline. The contingency is just in case MDEQ imposes discharge limits that are not anticipated (or any other unforeseen issues) and we are required to re-evaluate the bids.

In addition, given the newly proposed discharge point, GMC would like to clarify that the contractor's responsibility will only be to get the wastewater from the WTP to the public right-of-way. The City (CWS) will handle the construction of the force main within ROW and the actual discharge. This plan will eliminate any major changes to the contract documents and as such, any major discrepancies in bids.

If you are in agreement, we will send the letter of recommendation and certified bid tabulation to be put on the council agenda. If you have any questions or concerns, please feel free to contact myself or Wheeler.

Thanks,

**Denise M. King, EI**  
**Project Manager**

Tel: 251.460.4006  
Fax: 251.460.4423  
Cell: 251.776.0358

[Denise.King@gmcnetwork.com](mailto:Denise.King@gmcnetwork.com)  
RSA Battle House Tower  
11 North Water Street, Suite 15250  
Mobile, AL 36602

**GOODWYN | MILLS | CAWOOD**  
[GMCNETWORK.COM](http://GMCNETWORK.COM)

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The Creel Company Inc.  
3762 Moffett Road  
Mobile, AL 36618  
AL Licenses No: 20164  
Bid Limit: Unlimited  
MS Certificate of Res # 13758

City of Gautier  
City Hall

MAY 07 2014

Received by L. L. L. pm

Ms. Cindy Steen, Purchasing Agent  
City of Gautier, Mississippi  
3330 Hwy. 90  
Gautier, MS 39553

Sealed Bid Enclosed for:  
ION Exchange Water Treatment Plant  
Bid Date: 05/07/14 Bid Time: 2:00 P M

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**CITY OF GAUTIER**  
3330 Hwy. 90  
Gautier, MS 39553  
Attn: Cindy Steen, Purchasing Agent

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDERS ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDERS REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>One</u>	<u>04-29-14</u>
<u>Two</u>	<u>05-05-14</u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous

Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels; or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harrning or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) \$ 2,168,154.30 .

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 270 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 10 calendar days after the date when the Contract Times cease to run.

- 6.01 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of 5% .
  - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - C. Contractor's License No.: 13758 .
  - D. Required documents per Specification Section 01030, Qualification Statement.

#### ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_

3762 Moffett Road  
Mobile, AL 36618

Phone No. 251-460-2722 Fax No. 251-460-2774

E-mail bge.credco@comcast.net

SUBMITTED on May 7, 2014.

State Contractor License No. 13158-ME.

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**CITY OF GAUTIER**  
3330 Hwy. 90  
Gautier, MS 39553  
Attn: Cindy Steen, Purchasing Agent

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**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

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<u>Addendum No.</u>	<u>Addendum Date</u>
<u>One</u>	<u>04-29-14</u>
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_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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- 6.01 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of 5%;
  - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - C. Contractor's License No.: \*13758 ;
  - D. Required documents per Specification Section 01030, Qualification Statement.

#### ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by: The Creel Company, Inc.

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: The Creel Company, Inc (SEAL)

State of Incorporation: Alabama

Type (General Business, Professional, Service, Limited Liability): GB

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Bruce G. Creel

Title: President  
(CORPORATE SEAL)

Attest K.P.C.

Date of Qualification to do business in Mississippi is 12/18/02

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 3762 Moffett Road  
Mobile, AL 36618

Phone No. 251-460-2722 Fax No. 251-460-2774

E-mail bgc.creelco@comcast.net

SUBMITTED on May 7, 2014.

State Contractor License No. 13758-MC

ITEM	SECTION / DIVISION	DESCRIPTION	MANUFACTURER	TOTAL PRICE
1	Div.2	Demolition, Site Work, Grading, Cleanup, etc.	N/A	125,008.30
2	Div. 5	Metal Accessories	N/A	2,134.70
3	06650	HDPE Tanks	PolyProcessing	97,766.80
4	11541	Self Priming Pumps	Pentair Hydromatic	30,518.10
5	11704	Pressure Filter, Anion Exchange Treatment System	Tonka Equipment Co.	914,097.40
6	11801	Gaseous Chemical Feed System	Regal Smart Valve	12,421.80
7	11805	Inline Static Mixer	Westfall	27,046.60
8	11820	Chemical Feed System	Watson Marlow	60,551.30
9	11826	Liquid Polymer System	Fluid Dyanmics, Inc.	24,378.20
10	Div. 13	Instrumentation, Controls & SCADA	Per Specifications	70,428.00
11	Div. 15	Yard Piping and Valves	Per Specifications	303,600.00
12	Div. 16	Electrical	Square D/Siemens/Cutler Hammer	106,155.40
13	Misc.	Lab & Office Building	N/A	170,219.70
14	Misc.	All Other Items	N/A	186,328.00
15	02274	Erosion Control Allowance	N/A	5,000.00
16	01030	Construction Staking Allowance	N/A	2,500.00
17	01450	Materials Testing Allowance	N/A	20,000.00
18	01650	Startup Allowance	N/A	10,000.00
<b>TOTAL BID</b>				<b>2,168,154.30</b>

Where two (2) or more manufacturers are listed in the Manufacturer Column, (CIRCLE) the name of the manufacturer in which your installed price is based, or write in manufacturer when an equivalent is approved per an addendum.

Bid Amount: \$2,168,154.30 and /100 Dollars

By: 

Title: Bruce G. Creel, President

Company: The Creel Company Inc

Bidder's Business Address 3762 Moffett Rd, Mobile, AL 36618

---

Phone No. 251-460-2722 Fax No. 251-460-2774

E-mail bgc.creelco@comcast.net

SUBMITTED on May 7, 2014.

State Contractor License No. 13758-mc

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

The Creel Company, Inc.  
3762 Moffett Road  
Mobile, AL 36618

**SURETY (Name and Address of Principal Place of Business):**

The Ohio Casualty Insurance Company  
Keene, New Hampshire

**OWNER (Name and Address):**

**City of Gautier**  
**3330 Hwy. 90**  
**Gautier, Mississippi 39553**

**BID**

Bid Due Date: May 7, 2014

Description (Project Name and Include Location): ION Exchange Water Treatment Plant

The project consists generally of a IMGD treatment facility for color removal using ion exchange, piping, electrical, mechanical, etc., and related appurtenances.

**BOND**

Bond Number: n/a

Date (Not earlier than Bid due date): May 7, 2014

Penal sum 5% of Bid (Words) \$ 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

THE CREEL COMPANY, INC. (Seal)  
Bidder's Name and Corporate Seal

By: [Signature]  
Signature

BRUCE G. CREEL  
Print Name

PRESIDENT  
Title

Attest: [Signature]  
Signature

WITNESS  
Title

**SURETY**

THE OHIO CASUALTY INSURANCE COMPANY (Seal)  
Surety's Name and Corporate Seal

By: [Signature]  
Signature (Attach Power of Attorney)

RANDALL J. TURNER  
Print Name

ATTORNEY-IN-FACT  
Title

Attest: [Signature]  
Signature

WITNESS  
Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6165875

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dale Taylor; Deborah P. Trawick; James R. Brittle, Jr.; John J. Smith; Julie Livingston; Lindsay Parker; Nancy W. Hayden; Randall J. Turner; Robbie D. Duncan; Sandy Redmon; Terece D. Shehan; Vicki Hunt; Yancey E. Lovelace, Sr

all of the city of Montgomery, state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of June, 2013.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 13th day of June, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

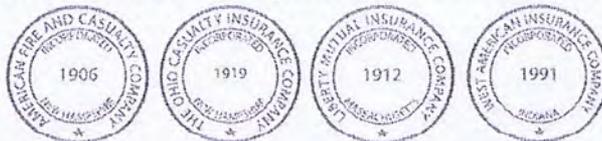
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7<sup>th</sup> day of May, 2014.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

The Creel Company, Inc.  
 3762 Moffett Road  
 Mobile, AL 36618

Exhibit "A"

## Statement of Qualifications

### Item #9

Project Name

Contract

% Workforce

Owners

Engineer

Contact

Phone

Year Completed

Satsuma WWTP Improvements

\$ 2,080,000

85%

City of Satsuma Water Board

Goodwin, Mills and Cawood  
 2660 Eastchase Lane  
 Montgomery, AL 36117

Bobby McClure

334-271-3200

2008

Keegan Bayou WWTF

\$ 2,543,355

65%

Harrison Co. Waste and Water Board

Brown and Mitchell Engineers  
 521 34th Street  
 Gulfport, MS 39507

Joe Captain

228-864-7612

2008

Expansion of West Harrison WWTF @  
 DeLisle, Ms.

\$ 2,809,777

60%

Harrison Co. Waste and Water Board

Brown and Mitchell Engineers  
 521 34th Street  
 Gulfport, MS 39507

Dan Alexander

228-864-7612

2010

Western Regional WWTF Upgrade

\$ 4,562,000

40%

Hancock County Utility Authority, Waveland,  
 MS 39576

Brown and Mitchell Engineers  
 521 34th Street  
 Gulfport, MS 39507

David Pitalo

228-864-7612

2011

### Item #17

Western Regional WWTF Upgrade

\$ 4,562,000

40%

Hancock County Utility Authority, Waveland,  
 MS 39576

Brown and Mitchell Engineers  
 521 34th Street  
 Gulfport, MS 39507

David Pitalo

228-864-7612

2011

James St. Water Plant Ref. Phase II

\$ 939,782

40%

City of Hattiesburg, Mississippi

Shows, Dearmon & Waites Inc.  
 P O Box 1711 Hattiesburg,  
 MS 39043-1711

Mr. Weeks

601-544-1821

2012

Dore, ND Oil Terminal

\$ 27,000,000

35%

Musket Corp

Scarborough Engineering  
 2400 Scott Ave.  
 Fort Worth, TX 73103

John Scarborough

817-451-6687

2013

Chickasaw Lagoon Effluent

\$ 431,824

85%

City of Chickcaw, AI

Malcolm Pirmie, Inc  
 5 N Conception St.,  
 Mobile, AI 36602

Chuck Sterling

251-441-0655

2013

# State of Mississippi

## BOARD OF CONTRACTORS



THE CREED COMPANY, INC.

3762 MOFFETT ROAD

MOBILE, AL 36618

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION
- 2) HEAVY CONSTRUCTION
- 3) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION

*We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Jan., 2014*



CERTIFICATE OF RESPONSIBILITY

No. 13758-MC

Expires Jan. 14, 2015

*Shirley M. Kline*  
CHAIRMAN OF THE BOARD

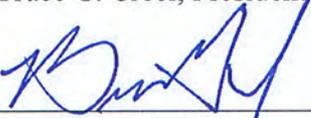
**THE CREEL COMPANY**  
**GENERAL CONTRACTORS**  
3762 Moffett Road  
Mobile, AL 36618  
251-460-2722 Fax: 251-460-2774  
Alabama State License No.: #20164  
Mississippi Certificate of Responsibility # 13758  
Bruce G. Creel, President

## **CORPORATE RESOLUTION**

A meeting was held on May 2, 2014, at the main office, 3762 Moffett Road, Mobile, Al. This meeting was held to determine and resolve to bid on the ION Exchange Water Treatment Plant for the City of Gautier, Mississippi, on May 7, 2014

Bruce G. Creel, President of the corporation was hereby authorized to make said Bid Proposal.

Signed:   
\_\_\_\_\_  
Bruce G. Creel, President

  
\_\_\_\_\_  
Bruce G. Creel, Secretary

Sworn and subscribed to before me this 2<sup>nd</sup> Day of May, 2014

  
\_\_\_\_\_  
Notary Public

Expiration date: March 11, 2017

**THE CREEL COMPANY**  
**GENERAL CONTRACTORS**  
3762 Moffett Road  
Mobile, AL 36618  
251-460-2722 Fax: 251-460-2774  
Alabama State License No.: #20164  
Mississippi Certificate of Responsibility # 13758  
Bruce G. Creel, President

## **CORPORATE RESOLUTION**

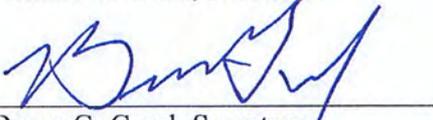
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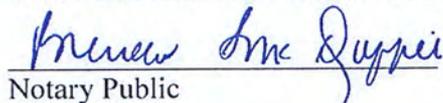


Bruce G. Creel, President



Bruce G. Creel, Secretary

Sworn and subscribed to before me this 2<sup>nd</sup> Day of May, 2014

  
\_\_\_\_\_  
Notary Public

Expiration date: March 11, 2017

**THE CREEL COMPANY  
GENERAL CONTRACTORS**

3762 Moffett Road  
Mobile, AL 36618  
251-460-2722 Fax: 251-460-2774  
Alabama State License No.: #20164  
Mississippi Certificate of Responsibility # 13758  
Bruce G. Creel, President

**QUALIFICATION STATEMENT**

Re: ION Exchange Water Treatment Plant for the City of Gautier, Gautier,  
Mississippi

1. The Creel Company Inc - Contact - Bruce G Creel, President  
3762 Moffett Road Mobile, Al 36618
2. Company is a corporation - Date Started April 9, 1993
3. The Creel Company Inc., - No other company
4. Officers : Bruce G Creel - Mobile, Al - President, Secretary and Treasure
5. Attached is a copy of the Contractors licenses- Mississippi Certificate of  
Responsibility # 13758- MC – Unlimited Bid Limit BC;HC/; Mu & P W
6. The Creel Company Inc. has not defaulted on a project nor failed to complete  
a project within the past ten years.
7. The Creel Company, Inc. has not filed for bankruptcy or been judged bankrupt  
at any time over the past nine years.
8. The Creel Company Inc., has not been involved in liquidated damages in the  
past five years.
9. Attached is the list of projects installed over the past five years with the  
following components: Mechanical Water and/or Wastewater Treatment  
Plant. Exb. "A"
10. Complete list of required information is on Exb. "A" .

11. The Creel Company Inc., has never abandoned a project, even temporarily, during a dispute.
12. The Creel Company Inc. has not been involved in litigation as a plaintiff against an Owner, Design Firm, or Construction Contract Administration Firm, or served the Owner with a claim for additional compensation prepared by an attorney or a claims consultant, excluding change order requests, in the past five years.
13. This is non-applicable due to the fact there are not affiliated companies.
14. The Creel Company Inc., has currently the following project under contract:
  - A) Hall Road Waste Water Treatment Phase I - Contract \$ 1,074,882.00 – Completion Date ; July 2014
  - B) State Line Lagoon Improvements 2013 – Contract \$ 292,768.00 – Completion Date: June, 2014
15. 60% Percent that The Creel Company, Inc will perform with its own forces.
16. Subcontractors anticipated to be used on Project:

Electrical  
HVAC / Plumbing  
PEMB  
Painting

17. Water Wastewater projects completed within the past two years See Exb "A"

# E-Verify



Company ID Number: 417924

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

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and The Creed Company, Inc (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and 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.

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 with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer 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).

Company ID Number: 417924

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 access to selected data from DHS's database to enable the Employer 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 appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site 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.

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

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, 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.

Company ID Number: 417924

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 work days 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 agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

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

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

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

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

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

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

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

# E-Verify



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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.

6. The Employer understands that 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 5 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.

7. The Employer agrees to initiate E-Verify verification procedures 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 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 performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to 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 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

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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.

9. The Employer agrees to 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.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo 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) 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).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the 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).

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

13. The Employer agrees that it will use the information it receives from SSA or DHS 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.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), 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.

15. 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. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a 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.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. 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 at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify 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

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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 system and after the date 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.

d. Employers that are 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 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 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.

e. 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.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.

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

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors 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.5, the employee's work authorization has

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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.5, 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.5, 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.5, 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.5, 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. The Employer understands that if it 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.

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

##### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

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 will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the

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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 agrees not to 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 E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

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. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to 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 will 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. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer 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 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.

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## ARTICLE IV

### SERVICE PROVISIONS

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

## ARTICLE V

### PARTIES

A. This MOU is effective upon the signature of all 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 employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, 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 newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its 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 Employer, its agents, officers, or employees.

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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 Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

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

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

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

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

Employer	
Name (Please Type or Print)	Title
<i>Bruce G. Creel</i>	<i>President</i>
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

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Information Required for the E-Verify Program		
<b>Information relating to your Company:</b>		
Company Name:		
Company Facility Address:		
Company Alternate Address:		
County or Parish:		
Employer Identification Number:		
North American Industry Classification Systems Code:		
Administrator:		
Number of Employees:		
Number of Sites Verified for:		
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>		
State	Number of sites	Site(s)

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

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

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

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	