



THE CITY OF  
**NEW PORT**  
**RICHEY**  
 FLORIDA

5919 Main Street, New Port Richey, FL 34652

**INVITATION TO BID**  
**ITB25-005**

The City of New Port Richey, Florida, is accepting SEALED PROPOSALS  
 from qualified vendors to provide the following:

BID TITLE:	Clarifier #1 Main Gearbox
MANDATORY CONFERENCE:	<b>A mandatory pre-bid site visit and a sign-in sheet are required.</b>
BID NOTE:	
Bids will be received in the office of the City Clerk until:	2:00 PM Thursday, December 19th
Bids will be opened in City Council Chambers at:	2:00 PM Friday, December 20th
Please submit three complete copies of the bid to the following address: Ensure that the proposer's name and complete address are included, along with the designation "ITB25-005 Clarifier #1 Main Gearbox" clearly marked on the outside of the envelope.	City of New Port Richey Attn: City Clerk 5919 Main Street New Port Richey, FL 34652
To obtain a proposal packet:	<a href="mailto:palazzoloj@cityofnewportrichey.org">palazzoloj@cityofnewportrichey.org</a> <a href="mailto:WendtK@CityofNewPortRichey.org">WendtK@CityofNewPortRichey.org</a> <a href="https://network.demandstar.com/">https://network.demandstar.com/</a>
To obtain additional information and schedule site visits, contact:	WWTP/Reclaim Division 727-841-0928 <a href="mailto:palazzoloj@cityofnewportrichey.org">palazzoloj@cityofnewportrichey.org</a> <a href="mailto:chambersj@cityofnewportrichey.org">chambersj@cityofnewportrichey.org</a>

*The City of New Port Richey reserves the right to waive any and all bids received.*

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**INVITATION TO BID  
ITB25-005 Clarifier #1 Main Gearbox**

Sealed bids are invited for the furnishing and installation of one Clarifier Main Gearbox for the City of New Port Richey's Wastewater Treatment Plant, located at 4730 Main Street. **Bids should be addressed to the City Clerk's Office, 5919 Main Street, New Port Richey, Florida 34652. Bids will be accepted until 2 p.m. local time on December 19, 2024.** Please note that any bids received after this deadline will not be considered. **The bid opening will be held promptly at 2:00 p.m. local time on December 20, 2024,** in the New Port Richey City Council Chambers, 5919 Main Street, New Port Richey, Florida 34652. At that time, the proposals will be publicly opened and read aloud.

**All bidders are required to make an appointment to visit the work site (4730 Main St., New Port Richey, FL 34652) to inspect the site and become familiar with the scope of work by contacting Joe Palazzolo or John Chambers at Public Works, Waste Water Treatment Plant. Prefer contact via email at palazzoloj@cityofnewportrichey.org or chambersj@cityofnewportrichey.org or telephone at (727) 841-0928.**

Any questions on this project must be submitted Via email no later than December 2nd (two weeks before the bid due date). Answers will be sent back on December 9th to all Bidders who received a bid document (one week before the bid submittal due date.)

Each bid must be submitted in triplicate on the proposal forms.

All applicable bid bonds, contract bonds, insurance contracts, and certificates of Insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

In order to perform public work, the successful bidder shall, as applicable, hold or obtain such Contractors' and Business Licenses as required by state statutes.

Before a contract will be awarded for the work contemplated, the Owner will conduct such investigations as is necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of work specified under this Contract.

Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the bidder's qualifications.


The right is reserved to reject all bids or any bids not conforming to the intent and purpose of the Contract Documents, and to postpone the award of the contract for a period of time, which, however shall not extend beyond 90 days from the bid opening date.

Dated this November 13th and November 20th, 2024.

CITY OF NEW PORT RICHEY, FLORIDA

By Judy Meyers, CMC, City Clerk  
CITY OF NEW PORT RICHEY, FLORIDA

## Section 2 BID FORM

Submit Bids To: City of New Port Richey, City Clerk 5919 Main Street New Port Richey, Florida 34652-2785		<h3 style="margin: 0;">INVITATION TO BID</h3> <p style="margin: 0;"><b>City of New Port Richey</b></p> <p style="margin: 0;"><b>Purchasing Department</b></p>	
Bid Title Clarifier#1 Main Gearbox		Type	Bid No. ITB25-005
Page 1 of 5	Bids are due by December 19, 2024. Please note that any bids received after this deadline will not be considered. The bid opening will be held promptly at 2:00 p.m. local time on December 20, 2024,		Issue Date
Additional information  City of New Port Richey			City Clerk  Judy Meyers 727-853-1021

Section A General Terms and Conditions of Invitations to Bid

1. Preparation of Bids

Bids will be prepared in accordance with the following:

- (a) Our enclosed Bid Proposal Form is to be used in submitting your bid.
- (b) All information required by the bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error an extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the invitation to bid.
- (e) Proposed delivery time must be shown and shall include Sundays and Holidays.
- (f) Bidders will not include federal taxes nor state of Florida taxes, excise, and use taxes in bid prices as the city is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or the may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (i) Bidders are advised that all city contracts are subject to all legal requirements provided for on the purchasing ordinance and/or State and Federal Statutes

2. Description of Supplies

- (a) Any manufacturers names, trade names, brand name, or catalog numbers used in such specifications are for the purpose of describing and establishing general quality levels. **Such references are not intended to be restrictive.** Bids will be considered for any brand which meets the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. Submission of Bids

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, City of New Port Richey. The name and address of the bidder, the date and hour of the bid opening and the material or service bid shall be placed on the outside of the envelope.
  - (b) Bids must be submitted on the forms furnished. Electronic bids will not be considered. Bids, however, may be modified by electronic notice provided such notice is received prior to the time and date set for the bid opening.
4. Rejection of Bids

The city may reject a bid if:

  - (a) The bidder misstates or conceals any fact in the bid, or if,
  - (b) The bid does not strictly conform to the requirements of the bid, or if,
  - (c) The bid is conditional, except the bidder may qualify his bid for acceptance by the city on an “all or none” basis or a “low item” basis. An “all or none” basis bid must include all items upon which bids are invited.
  - (d) The city may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid unless the bid has been qualified. The City may also waive any minor informalities or irregularities in any bid.
5. Withdrawal of Bids
  - (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified.
  - (b) Bids may not be withdrawn prior to the time set for the bid opening. Such request must be in writing.
6. Late Bids or Modifications
  - (a) Bids and Modifications received after the time and date set for the bid opening will not be considered.
  - (b) Modifications in writing received prior to the time and date set for the bid opening will be accepted.
7. Clarification or Objection to Bid Specifications
  - (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or any other bid documents of any part thereof, he may submit to the Purchasing Coordinator on or before five days prior to scheduled opening a request for clarification. All such request for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving an Invitation to Bid. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Coordinator on or before five days prior to scheduled opening.
8. Discounts
  - (a) Bidders may offer cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices.
  - (b) In connection with an discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.
9. Samples
  - (a) Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the bidder’s expense. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
10. Award of Contract
  - (a) The contract will be awarded to the lowest responsible bidder whose bid, conforming to the invitation to bid, is most advantageous to the City, price and other factors considered.
  - (b) The City reserves the right to accept and award item by item, and/or by group, or in aggregate, unless the bidder qualifies his bid by specific limitations.
  - (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder.
  - (d) Prices quoted must be FOB with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
11. Delivery
  - (a) Deliveries are to be FOB Destination unless otherwise stated in the Invitation to Bid.
  - (b) Deliveries are to be made during regular business hours.
12. Conditions of Material and Packing
  - (a) All items furnished must be new and free from defects. No other will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and price bid shall include standard commercial packaging.

13. Claims
  - (a) Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.
14. Local, State and Federal Compliance Requirements
  - (a) Bidders shall comply with all local, state and federal directives, orders, and laws as applicable to this bid and subsequent contract(s) including but not limited to: (1) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract. (2) Minority Business Enterprise (MBE), as applicable to this contract. (3) Occupational Safety and Health Act (OSHA), as applicable to this contract.
15. Provisions for other Agencies
  - (a) Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid to make available to all City Agencies and Departments, the bid prices he submits, in accordance with the bid terms and conditions, should any said department wish to buy under this proposal.
16. Collusion
  - (a) The bidder, by affixing his signature to this proposal, agrees, to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action
17. Variance in Conditions
  - (a) Any and all special conditions and specifications attached hereto which vary from General Condition shall have precedence.

Section B

**Material or Services Required**

Submit Bids To: City of New Port Richey, City Clerk 5919 Main Street New Port Richey, Florida 34652-2785		<b>City of New Port Richey                  Purchasing Department</b>	
Bid Title: Clarifier #1 Main Gearbox		Type	Bid No. ITB25-005
Page 4 of 5	Bids are due by December 19, 2024. Please note that any bids received after this deadline will not be considered. The bid opening will be held promptly at 2:00 p.m. local time on December 20, 2024,		Issue Date
Additional information  City of New Port Richey		City Clerk Judy Meyers 727-853-1021	

Advertised Date \_\_\_\_\_

File Number \_\_\_\_\_

Submitted By: (company name)  
 \_\_\_\_\_

Authorized by: \_\_\_\_\_  
 (manual signature required)

\_\_\_\_\_  
 Name and Title \_\_\_\_\_

Description	Cost
This is a lump-sum project based on the scope of work. Provide a total cost to complete the project. An Owner's contingency of \$5,000.00 will be needed for any unforeseen issues.	
Prices: (net _____) (_____ %30 days) Firm _____ Days (90 minimum)	<b>Total</b> \$

We, \_\_\_\_\_ (company name), the above signed, making any other proposal, or who otherwise would make a proposal, and agree to furnish in strict accordance with all Federal Regulatory Measures and also with these written specification, which consist of this form and all attached documents and general condition as shown in Section A. Florida statute #287.087 requires certification by all bidders indicating that they Do or Do Not have Small/Minority Business Status : Yes \_\_\_\_\_ No \_\_\_\_\_ This firm is classified as a small business under SBA Regulations Yes \_\_\_\_\_ No \_\_\_\_\_ The firm is minority owned and controlled Yes \_\_\_\_\_ No \_\_\_\_\_ If minority owned/controlled submit details as to the minority. \_\_\_\_\_

## Right to Protest

### 1.) Protest Procedure

- a) Any actual bidder who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints initially with the Finance Director, and if not satisfied, with the City Manager.
- b) A protest with respect to the specifications of any invitation for bid or request for proposal shall be **in writing five(5) work days prior to the opening of bids**. Protests with respect to award of contract shall be submitted in writing within five (5) work days of the notice of intent to award.
- c) The protesting person or firm must submit in writing his/her (its) formal protest within five (5) work days of the notice of intent to award a contract. The written protest must specifically cite the portion of the code, statute or contract provision which was allegedly violated. Oral protest will not be accepted.
- d) The Finance Director shall respond to the formal written protest within five (5) business days of receipt. The Finance Director's response will be fully coordinated with the appropriate Department Director and City Manager.
- e) If the protestor is not satisfied with the response from the Finance Director, he/she may then submit in writing within (5) five work days of receipt of that response his/her reason for dissatisfaction. Along with copies of his/her original formal protest letter and the response from the Finance Director to the City Manager.
- f) The City Manager, as Purchasing Agent of the City, will respond to the protestor within ten (10) work days of receipt of the appeal.
- g) If the protestor is not satisfied with the response from the City Manager he/she may submit in writing within five (5) work days of receipt of that response his/her reason for dissatisfaction. Along with copies of his/her original formal protest letter and the response from the City Manager to the City Clerk for placement on an agenda of the City Council. The City Council will undertake consideration of the protest at its next regularly scheduled meeting and the City Council will make the final decisions on the matter of protests.

### 2.) Stay of Procurement During Protest

- a) In the event of a timely protest, the Finance Director shall not proceed with the solicitation or award of contract until all administrative remedies have been exhausted or until the City Manager makes written determination that the award of contract without delay is necessary to protect the best interest of the City.

### 3.) Exception in Case of Emergencies

- a) In the event that the City must undertake purchase of goods or services in order to meet in an emergency as set forth in section 2-161 of the City Code, then in that event the bid protest procedure shall be inapplicable.



## Technical Specifications

## Section 3

One (1) complete NEW C30HT drive unit

C30HT Center Drive Assembly Standard Specification

G.	Drive continuous torque	9,000 ft-lbs.
H.	Drive 100% design torque	25,000 ft-lbs.
I.	Drive momentary peak torque	68,000 ft-lbs.
J.	Mechanism rotation	Clockwise.
K.	Rake arm tip speed	8-12 ft./min.

### 2.02 CENTER DRIVE ASSEMBLY.

- A. The center drive assembly shall consist of an integral motor and primary speed reducer coupled through roller chain and sprockets to a intermediate worm/worm gear reducer driving the main gear through a pinion and shall have an integral overload protection system.
- B. All gears and bearings shall be oil bath lubricated with the main bearing totally submerged in oil and the teeth of the main spur gear submerged at least 70 per cent in the oil bath. Oil pumps for lubrication or grease lubricated bearings are not considered appropriate for this application and will not be allowed. The oil reservoir for the main bearing and gear shall have a section of minimum depth 4.75 inches below the main bearing to positively prevent contamination of the main bearing and gears with condensate or other contaminants. Gear and bearing housings must also be fitted with oil level sight glasses and condensate drains. Condensate must be allowed to drain from a low point of the housing. Condensate and contaminants will not be allowed to drain through the lower pinion bearing.
- C. Drive components will be located via a machined, registered fit to preserve the alignment of key drive components under all load conditions. Inspection of the completed drive unit shall be accomplished at the clarifier manufacturer's shop, with reports of all tests and certifications of material hardness being made available for review at the Engineer's request prior to shipment to the job site.
- D. Major drive components, main gears and bearings must be designed to allow for separate and individual replacement.
- E. The complete center drive assembly, including the overload protection device, shall be a regularly manufactured in-house product of the clarifier manufacturer. The center drive assembly is a key element in a successful clarifier installation, therefore drive assemblies purchased from third party vendors will not be accepted.

- F. The drive motor shall be minimum 3/4 horsepower and shall be totally enclosed, fan cooled, with a 1.15 service factor, and have bearings with a minimum B10 rating of 50,000 hours. Operating electric current will be 230/460 volt, 3 phase, and 60 hertz. Each motor will be NEMA Design B employing Class F insulation designed for an ambient temperature of 40 degree. C.
- G. The gearmotor primary speed reducer shall drive an intermediate worm gear reducer through a #60 roller chain and steel sprockets enclosed in a galvanized 18 gauge steel guard. The speed reducer shall be a variable speed traction drive type. Sprockets and chain shall be designed for the connected horsepower of the drive with a minimum service factor of 1.4. Provision shall be made for adjustment of chain tension.
- H. The main drive unit shall consist of a worm gear intermediate reduction unit, pinion and main spur gear assembly. The intermediate reducer shall be a worm/worm gear reducer specifically designed for this application. The worm gear shall be centrifugally cast manganese bronze. The worm shall be hardened alloy steel. A single piece pinion shall be keyed to the worm gear to transmit power from the worm gear to the spur gear. In order to maintain proper alignment between the pinion and the spur gear, the pinion will be supported by bearings both above and below the spur gear. The bearings shall be fitted into precision machined bearing pilots to insure bearing and gear alignment.
- I. The main spur gear shall be of single piece construction and material shall be cast iron per ASTM A536 grade 100-70-03 or equal. The gear shall have a minimum pitch diameter of 30 inches with a 4.75 inch face width or the equivalent spur gear surface area of 447 square inches. Spur gear surface area is defined as the spur gear pitch diameter multiplied by the spur gear face width multiplied by 3.14.
- J. The main gear shall rotate and be supported on a ball bearing assembly provided with four replaceable liner strips fitted into the main gear and turntable base. Liner strips shall be special vacuum degassed carbon corrected alloy steel hardened to a Rockwell hardness of at least 43 to 46 Rc. The turntable base shall be a minimum 1 inch thick to insure adequate structural rigidity to properly support the drive bearing and gear.
- K. The main gear and bearing shall be completely enclosed in an ASTM A-48 Class 40A cast iron housing provided with neoprene dust seals. In order to ensure the maximum possible base rigidity the gear housing shall be of full sidewall construction, integral with the base. Prior to assembly, the base shall be thoroughly inspected for seep holes or inclusions and given a hydrostatic test to insure no leaks are in the oil containment area. Shop inspection reports must be made available for review.
- L. The drive unit shall be equipped with an electro-mechanical overload control device actuated by thrust from the worm shaft. The pointer shall provide a visual reading of the relative main gear output torque on a 0 to 100 percent graduated scale. The 100 percent reading shall equal the 100 percent drive rating as specified in previous section above. The control device shall also activate an alarm switch for warning of impending overload, a motor cutout switch for overload protection and a back-up safety motor cutout switch for back up overload protection. The respective switches in the overload control device shall be factory calibrated and set to the following settings;
- Alarm; 40% of scale.
  - Motor cutout; 85% of scale.
  - Back-up motor cutout; 100% of scale.

All drive control components shall be mounted in a NEMA 4X enclosure of epoxy coated aluminum construction with a gasket sealed removable cover. The pointer shall be covered with a plexi-glass enclosure and shall be above the walkway surface for visibility from the walkway. Amperage sensing devices are not acceptable for torque overload protection due to their inability to react quickly enough to prevent damage to the drive. Overload devices with exposed linkage connections will not be accepted due to possible corrosion problems. Devices which react to rotational movement of the intermediate reduction unit will not be allowed due to possible misalignment of gearing created by the movement of the reduction unit.

- M. The center drive unit shall be designed for the continuous torque rating as specified in previous section above. The continuous torque shall be defined as the minimum torque at which the drive mechanism may operate continuously 24 hours per day, 365 days per year, for 20 years, at the specified sludge collector arm speed. Main gear and pinion calculations shall be based upon ANSI/AGMA 2001-D04 standards for rating the pitting resistance and bending strength of involute spur and helical gear teeth. Calculations shall clearly present the values used for the following design parameters:

- Number of pinions
- Actual face width
- Tooth geometry (I and J factors)
- Load distribution factor
- Allowable contact stress
- Allowable bending stress
- Pinion pitch diameter
- Hardness ratio factor
- Elastic coefficient
- Life factor

The load distribution factor shall be determined by the empirical method. For parameters which are material dependent, such as allowable contact stress, the calculations shall include a complete description of material and heat treatment used.

Worm gearing shall be designed and rated to equal or exceed the specified continuous torque and life. The basis for rating shall be ANSI/AGMA 6034-B92 standards for durability rating and design of worm gear reducers.

The continuous torque rating for the drive unit shall be the lowest value determined for the gearing.

END OF SECTION

## Section 4

### Scope of Work

#### Bidder to supply and Install:

- One (1) complete **NEW** C30HT drive unit to include the following:
- Drive torque control unit with micro switches and actuating pin
- Motor drive package (3/4 hp TEFC motor, reducer, sprockets, chain and guard)
- Paint scheme - (2) coats of Tnemec N69F epoxy @ 6-8 mils DFT (sky blue color)
- Top coated with (1) coat of Tnemec 73 Endura Shield urethane @ 2-3 mils DFT Top coat is highly resistant to abrasion, wet conditions, corrosive fumes, chemical contact and weathering
- Installation fasteners & shim kit (304 SS)
- O & M manual
- One (1) year warranty
- Engineering
- FCA freight

#### Installation Services:

- Florida State licensed General Contractor.
- One Mobilization and Demobilization.
- Service truck, crane, mats and related equipment.
- Blocking, supporting and securing existing rotating equipment.
- Removal of existing and disposal of existing drive unit.
- Installation of new drive unit to existing mechanism.
- Alignment of drive components verification of drive operation.
- Installation of existing handrail and grating on new platform.
- Filling of drive lubricant at time of installation. (Supplied By City)

**The Contractor must submit, with their bid, a list of a minimum of 20 completed projects of similar size and complexity in the State of Florida.**

**Include for each project:**

Project name & location  
Name and contact of owner  
Name and contact of specifier  
Total project amount value  
Date of completion

**PUBLIC ENTITY CRIMES**

When attached the Bidder shall complete and submit with the bid the attached sworn statement under Section 287.133 (3) (a), Florida Statutes, on public entity crimes.

**DRUG-FREE WORKPLACE CERTIFICATION**

When attached the Bidder may complete and submit with the bid the attached Drug-free Workplace Certification, in accordance with Section 287.087, Florida Statutes.

**NONCOLLUSION AFFIDAVIT**

STATE OF )  
 ) SS  
COUNTY OF )

\_\_\_\_\_, being first duly sworn deposes and says that:

1. He (it) is the \_\_\_\_\_, of \_\_\_\_\_  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By \_\_\_\_\_

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024,

in the State of \_\_\_\_\_, County of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(name or entity, submitting sworn statement)

whose business address is \_\_\_\_\_  
\_\_\_\_\_ and

( if applicable ) its Federal Employer Identification Number ( FEIN ) is \_\_\_\_\_.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

\_\_\_\_\_.)

3. My name is \_\_\_\_\_ and my relationship to the  
( please print name of individual signing )

entity named above is \_\_\_\_\_.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b) Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjuring trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or

which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. ( Please indicate which statement applies. )

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND ( Please indicate which additional statement applies. )

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. ( Please attach a copy of the final order. )

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. ( Please attach a copy of the final order. )

\_\_\_\_\_ The person or affiliate has not been placed in the convicted vendor list. ( Please describe any action taken by or pending with the Department of General Services. )

By \_\_\_\_\_ ( signature )

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, affixed his/her signature  
( name of individual signing )

in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**DRUG-FREE WORKPLACE**

Florida Statutes on Drug-Free Workplace Programs:

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug free certification form below must be signed and returned with your bid.

**DRUG-FREE WORKPLACE CERTIFICATION**

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

VENDOR NAME: \_\_\_\_\_ BID NO: \_\_\_\_\_

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements

\_\_\_\_\_  
Vendor's Signature

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

(Affix Seal)

\_\_\_\_\_  
My commission expires



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

Attach an Electronically signed (E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS)



Company ID Number: \_\_\_\_\_

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

**ARTICLE I**

**PURPOSE AND AUTHORITY**

The parties to this Agreement are the Department of Homeland Security (DHS) and the \_\_\_\_\_(Employer). The purpose of this Agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

**ARTICLE II**

**RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
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 create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
  - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a

photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

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

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the antidiscrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
  - b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
10. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or

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

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

14. The Employer agrees that it will use the information it receives from E-Verify 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.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties. 18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false. 20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

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

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

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **C. RESPONSIBILITIES OF SSA**

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

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
  3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
  4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.
- Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### **D. RESPONSIBILITIES OF DHS**

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

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

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

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

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch. 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
8. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV**

### **SERVICE PROVISIONS**

#### **A. NO SERVICE FEES**

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

## **ARTICLE V**

### **MODIFICATION AND TERMINATION**

#### **A. MODIFICATION**

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

#### **B. TERMINATION**

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

**ARTICLE VI  
PARTIES**

1. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate Agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
2. 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.
3. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
4. 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.
5. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
6. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
7. The foregoing constitutes the full Agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888464-4218.**

**Approved by:**

<b>E-Verify Employer</b>	
Name (Please Type or Print)	Title
Signature	Date

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

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



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

Name:	
Telephone Number:	
Fax Number:	
Email Address:	

Name:	
Telephone Number:	
Fax Number:	
Email Address:	