

BID DOCUMENTS
FOR
CITY OF NEW PORT RICHEY



Biosolids Hauling and Disposal Services

By

Public Works Department
Wastewater Treatment Division

4730 Main Street
New Port Richey, Florida 34652

Project No. ITB25-006

DECEMBER 4, 2024

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Section 1 INVITATION TO BID

Biosolids hauling and Disposal Services
Bid No. ITB25-006

Sealed bids to provide wastewater biosolids hauling and disposal services (approximately 7,700 tons) for the City of New Port Richey's Water Reclamation Facility. Bids shall be addressed to the City of New Port Richey, City Clerk's Office, 5919 Main Street, New Port Richey, Florida, 34652. Bids will be received at the office of the City Clerk until 2:00 p.m. local time on January 9, 2025. Any bids received after the time and date specified will not be considered.

The bid opening will be held promptly at 2:00 p.m. local time, on January 10, 2025 in the New Port Richey City Council Chambers, 5919 Main Street, New Port Richey, Florida 34652 at which time the proposals will be publicly opened and read aloud.

Complete details and copies of the documents may be obtained from the Purchasing Department 727-853-1055. Each bid must be submitted, in triplicate, on the proposal forms. The outside of the envelope must be clearly marked with the proposer's name and full address along with "ITB25-006 – Biosolids Hauling and Disposal Services."

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 11th and 18th day of December, 2024.
CITY OF NEW PORT RICHEY, FLORIDA
By Judy Meyers, MMC, City Clerk

Section 2 BID FORM

Submit Bids To: City Clerk's Office City of New Port Richey 5919 Main Street New Port Richey, Florida 34652-2785		<h3 style="margin: 0;">INVITATION TO BID</h3> <p style="margin: 0;">City of New Port Richey Purchasing Department</p>	
Bid Title: Biosolids Hauling and Disposal Services		Type	Bid No. ITB25-006
Page 1 of 5	Bids are due by January 9th, 2025, at 2:00 pm and will be opened on January 10th, 2025, at 2:00 pm . Bids may not be withdrawn for 90 days after such date and time.		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 in 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 manufacturer's 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 F.O.B. with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 11. Delivery
 - (a) Deliveries are to be F.O.B. Destination unless otherwise stated in the Invitation to Bid.

Regulations Yes _____ No _____ The firm is minority owned and controlled Yes _____ No _____ If minority owned/controlled submit details as to the minority. _____

1.) Right to Protest

- 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.

2.) Protest Procedure

- a) 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.
- b) 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.
- c) 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.
- d) The City Manager, as Purchasing Agent of the City, will respond to the protestor within ten (10) work days of receipt of the appeal.
- e) 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.

3.) 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.

4.) 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.

Section 3 TECHNICAL SPECIFICATIONS

Biosolids Hauling and Disposal Specifications

Exhibit 1

1. SUMMARY

- A. This City of New Port Richey operates and maintains a 7.5 mgd secondary Water Reclamation Facility located at 4730 Main Street, New Port Richey, Florida 34652. The facility expects to generate approximately 7700 wet tons of biosolids per year at 15% to 18% solids. The product shall meet the standards outlined in table 3 of 40CFR503.13 or the maximums in FAC 62.640.850

2. REFERENCES

- A. The contractor shall submit along with his bid proposal references from at least three customers within the State of Florida. The customers must be receiving or have received biosolids hauling and disposal services similar to that proposed for New Port Richey.

3. BIOSOLIDS COLLECTION

- A. The facility is expected to generate 30 to 40 cubic yards per day. The contractor will be responsible for hauling and disposing of this material daily, including weekends. Some holiday service may also be required.
- B. The contractor shall be required to have two dump trailers with a minimum 30 cubic yards capacity on-site at all times. This will allow the City to pull the full trailer out and pull an empty one in without waiting for the contractor to arrive on site. This will be a 3-trailer rotation.
- C. The contractor shall remove full trailers within 24 hours of notification. Failure to do so shall result in a 20% penalty or discount in the price per ton for all affected loads. Failure to pick up trailers within the allotted time more than six times per year shall be grounds for contract termination.
- D. The contractor shall ensure that there is an empty trailer (other than the trailer being filled) at the WWTP at all times. Any delay in getting an empty trailer that causes the City to shut down the belt presses for more than 2 hours, the City shall impose a 20% penalty per ton for the next load. Failure to comply with this provision more than six times in a year shall be grounds for contract termination.
- E. The City will designate one point of contact for service. The City will make every effort to give as much notice as possible for pick up and delivery times.
- F. Deliveries or pick-ups after 4:00 pm and before 7:00 am will need prior notification as the plant security gate is closed after 4:00 pm. The plant is staffed 24/7 and can accept trucks any time, day or night.
- G. Should the Contractor and the City agree on a minimum tons per load, the contractor must supply trailers large enough to accommodate the agreed-upon weight without having to heap the material up or overload the trailer.

4. EQUIPMENT

- A. The equipment used to provide biosolids hauling must be in good working order and meet all D.O.T. standards. The City will immediately reject a truck or trailer for the following reasons. If the rejection of a trailer results in a delay in getting an empty trailer that causes the City to shut down the belt presses, the City will impose a 20% penalty per ton for the next load.
 - 1. Tires that do not meet D.O.T. standards.
 - 2. Brakes that do not work.
 - 3. Leaks in the trailer.
 - 4. Major oil leaks in the tractor or trailer.
 - 5. A twisted or damaged frame that makes it difficult to hook up to.
 - 6. Any trailer that will not hold at least 30 cubic yards.
 - 7. Missing or damaged tarp.
 - 8. Unlicensed driver or unregistered equipment.
 - 9. The trailer is not clean on the exterior or is not completely empty.
 - 10. Malfunctioning hydraulic or air systems.
- B. The City will inspect all equipment that the contractor expects to use to provide biosolids hauling and disposal prior to bid award. The City reserves the right to reject any bid based on the result of the City inspection.

5. BIOSOLIDS AND DISPOSAL

- A. Biosolids treatment and disposal must be in accordance with all Local, State, and Federal regulations, including but not limited to 40CFR 503.13 and FAC 62.640.850.
- B. The disposal site must be a fully permitted Biosolids Treatment Facility or a fully permitted landfill authorized to accept biosolids.
- C. The disposal site must have sufficient capacity for the life of the Contract.

6. BIOSOLIDS QUALITY

- A. Upon request, the City shall furnish laboratory results for metals and other testing.

7. TRACKING AND BILLING FOR BIOSOLIDS

- A. All tracking, billing, and other documentation shall be mailed or emailed directly to the Water Reclamation Facility located at 4730 Main St. New Port Richey.
- B. The contractor shall provide a per-ton rate for trucking and disposal.
- C. The contractor shall provide a per ton rate for **disposal only** to be used for invoicing should the City decide to haul biosolids to the B.T.F.
- D. The contractor shall provide a biosolids tracking system that complies with F.D.E.P. and F.D.O.T regulations and is acceptable to the City of New Port Richey.
- E. Fuel escalators and minimum tons or yards per load should be clearly stated on the bid form and will have particular importance in awarding the Contract.

- F. The contractor shall weigh all loads at the B.T.F. or another pre-approved site for the purposes of tracking tonnage for invoicing, and F.D.E.P. reports. An initial tare weight may be used as a baseline for subsequent loads. If a trailer is not completely empty when delivered to the plant, the trailer will be rejected, and all subsequent empty trailers shall be weighed to determine tare weight before delivery to the plant. Should the City decide to install a scale, then the city weights will be used for invoicing.

8. INSURANCE REQUIREMENTS

- A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this Contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance requirements shall be evidenced by delivery to the Water Reclamation Facility a Certificate of Insurance on a standard A.C.O.R.D. Form, listing coverages and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract.
- B. Workers Compensation limits as required by law; Employers Liability Insurance of not less than \$1,000,000 for each accident.
- C. Comprehensive General Liability Insurance, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under the indemnification provisions, with limits for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$1,000,000, each occurrence will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage and fire Legal Liability of not less than \$50,000 per occurrence unless otherwise stated by exception herein.
- D. Comprehensive Automobile and Truck & Trailer Liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence and property damage of not less than \$100,000 each occurrence. (Combined single limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "Occurrence Basis," such Insurance to include coverage for loading and unloading hazards.
- E. \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability, bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- F. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING BY ENDORSEMENT TO THE POLICY
 - 1. Each policy shall require that (30) prior to expiration, cancellation, non-renewal, or any other material change in coverage or limits. A notice thereof shall be given to the City: certified mail to WWTP 4730 Main St. New Port Richey, FL 34652. Contractor shall also notify City in like manner, within (24) hours after receipt of any notices of expiration, cancellation, non-renewal, and nothing contained herein shall absolve the

contractor of this requirement to provide notice. The support frame and additional supports shall be of welded square tube, angle, and plate construction. The construction material shall be stainless steel.

2. Companies issuing the insurance policy or policies shall have no recourse against the City of New Port Richey for payment of premiums or assessments for any deductibles, which are at the sole assessments for any deductibles which are the sole responsibility and risk of the contractor.
3. The term "City" shall include all Authorities, Boards, Commissions, City Councils, Divisions, Departments and Offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
4. The City of New Port Richey shall be endorsed to the required policy or policies as additional insured.
5. The policy clause "Other Insurance shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

9. IDEMNIFICATION

A. GENERAL

1. The contractor shall have full responsibility and liability for all collected biosolids at the time the same are loaded on the contractor's vehicles on City property. The contractor shall transfer ownership of the collected biosolids to the disposal site on behalf of the City and shall provide to the City proof of ownership transfer of all collected biosolids.
2. The contractor shall further agree to indemnify and hold City harmless for all costs and expenses (including reasonable attorneys' fees, whether at trial or in appellate proceedings) associated with any and all claims made by any party or its officers, directors, operators, employees, agents or principles with respect to the actions of the contractor in the performance of the scope of work defined in the final hauling agreement.

B. HOLD HARMLESS

1. The contractor agrees to indemnify, hold harmless, and defend the City of, from, and against all liability and expense, including reasonable attorney fees, in connection with any and all claims whatsoever for personal injuries, environmental damage or property damage caused by the negligent or deliberate act or omission of the contractor, its agents, officers, employees, and all other persons as a result of the performance of the services. This includes claims made by the employees of the contractor against the Procuring Agency and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This shall not be construed in any way as a waiving of any immunity the City of New Port Richey may have under the doctrine of Sovereign Immunity or 768.28, Florida Statutes.

10. CONTRACT TERM

1. The contractor shall provide pricing as previously outlined and the contract term shall be for one year with **two annual options to renew upon mutual agreement. Consumer price index (C.P.I.) can be used for evaluation.**
2. The City may terminate this Contract without cause upon thirty (30) days' notice.
3. The start date for service shall be TBD after notice of the Award.

11. SUB-CONTRACTING

- A. No sub-contracting shall be allowed without prior approval from the City of New Port Richey
- B. All sub-contractors shall be subject to and meet all the terms of the "Agreement" and all of its attachments.
- C. The contractor shall provide one point of contact. The City will not work directly with any sub-contractor for scheduling conflict resolution or any other part of this "Agreement".

12. DISPOSAL SITE

- A. The contractor must submit along with the bid proposal a copy of the D.E.P. B.T.F. Operating Permit and Disposal Agreements for each disposal site being utilized.
- B. **The contractor must supply a written back up plan for disposal should the primary disposal facility be unable to accept biosolids for any reason.** The contractor shall be responsible for any additional dump fees or transportation costs incurred by utilizing the alternate disposal facility.

Bid specifications prepared by Joe Palazzolo, City of New Port Richey

END OF SECTION

Section 4 CONTRACT

Disposal of Dewatered Biosolids from the City of New Port Richey Water Reclamation Facility

This Contract for disposal of dewatered biosolids for the City's Water Reclamation Facility is made and entered into this _____ Day of _____, 2025, by and between the City of New Port Richey, Florida, a municipal corporation, hereinafter called "City" and _____ hereinafter called "Contractor"

Witnessed

WHEREAS, the City is in need of disposal of dewatered biosolids from the City Water Reclamation Facility; and

WHEREAS, such services can be provided on a contractual basis; and

WHEREAS, the City solicited for such service by formal bid process; and

WHEREAS, _____ was determined to be the most qualified contractor to render such services and equipment to the City at the most reasonable cost; and

WHEREAS, The City and the Contractor have reached an agreement with regard to providing such services, and to reduce their agreement to writing.

NOW THEREFORE, in consideration of mutual promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, it is hereby agreed by and between the parties as follows:

1. The above recitals are hereby incorporated into this agreement and made a part hereof.
2. Contractor shall provide all required services and equipment to remove and dispose of dewatered biosolids from the Water Reclamation Facility in strict accordance with the provisions of all conditions and documents contained in City R.F.P. 13-004, including section 3 "Biosolids Hauling and Disposal Specifications" and section B "Bid Price Form attached hereto as "Exhibit 1" which documents are fully incorporated herein as if set out in full and made part hereof by reference. Any additional services or equipment may be added at a mutually agreed upon charge.
3. City shall pay contractor within 30 days of verification of an original invoice.
4. City designates the following contact person as its representative for the purpose of this Agreement to whom contractor is responsible relative to the obligations hereunder: Joe Palazzolo, Water Reclamation Facility Manager. Contractor hereby designates _____ as its representative whom the City may contact with regard to all matters concerning performance of the Contractors duties and obligations pursuant to this Agreement.
5. If the City determines that the contractor has failed to perform the services specified herein or has otherwise violated the Agreement, the City may provide the contractor with notice providing the contractor with 5 Days to respond the City's compliant, rectify the situation and come into compliance

with this Agreement. If the contractor does not come into compliance with this Agreement within (5) days of notice the City may thereupon terminate this Agreement at the sole discretion of the City. Upon cancellation the contractor shall be entitled to receive compensation for services satisfactorily performed to the effective date of said termination.

6. This Agreement shall become effective on TBD after Notice of award and shall continue in full force and effect, unless otherwise terminated sooner in accordance with the provisions hereof, until for one year, after which this Contract may be renewed for up to two (2) additional one-year periods at City's election at the same prices, adjusted based upon the consumer price index (C.P.I.).

7. This Agreement shall be binding upon the parties hereto, their heirs, transferees, successors in interest, and legal representative. Neither party shall assign or otherwise transfer any of its rights or duties under this Agreement without the express prior written consent of the other party. Any costs associated with the transfer of this Contract, after its execution, will be borne by the contractor.

8. This document and its exhibits embodies the whole Agreement of the parties. There are no promises, terms, conditions, or allegations other than those contained herein and this document shall supersede all previous communications or representations and agreements, whether written or verbal, between parties hereto. This Agreement may be modified only in writing executed by all parties.

9. The parties recognize that the contractor is an independent contractor. The contractor agrees to indemnify, hold harmless and defend the City of, from and against all liabilities and expense, including reasonable attorneys fees in connection with any and all claims whatsoever for personal injuries or property damage caused by the deliberate or negligent act or omission of the contractor, its agents, officers, subcontractors, employees of Contractor against the City, and contractor hereby waives its entitlement, if any to immunity under section 440.11 Florida Statutes

10. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by certified, return receipt requested, mail to the Contractor or City at their respective addresses.

11. In any legal action arising under this Agreement the prevailing party shall be entitled to attorneys' fees from the non-prevailing party through all appellate proceedings.

12. Contractor must dispose of dewatered biosolids as outlined in the attached specifications and only at sites approved for the City of New Port Richey.

13. Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); riot, insurrection; and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Contract. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay.

14. Public Records. Upon request from City's custodian of public records, Vendor shall provide City a copy of any requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Florida Public Records Act or as otherwise

provided by law. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Vendor does not transfer the records to City. Upon completion of this Agreement, Vendor shall transfer, at no cost to City, all public records in the possession of Vendor or keep and maintain public records required by City to perform the services provided in this Agreement. If Vendor transfers all public records to City upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 853-1024, MANNSD@CITYOFNEWPORTRICHEY.ORG, AND 5919 MAIN STREET, NEW PORT RICHEY, FLORIDA 34652.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above

CONTRACTOR COMPANY

CITY OF NEW PORT RICHEY, FLORIDA

DATE _____

DATE _____

BY: _____

MAYOR _____

ATTESTED:

ATTESTED:

Section 5 NONCOLLUSION AFFIDAVIT

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 _____, 2025,

In the State of _____, County of _____.

Notary Public

My Commission Expires: _____

Section 6 PUBLIC ENTITY CRIME INFORMATION STATEMENT

**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 (F.E.I.N.) is _____.

(If the entity has no F.E.I.N., 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 _____, 2025.

NOTARY PUBLIC

My commission expires: _____

Section 7 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 _____, 2025

Notary Public

(Affix Seal)

My commission expires _____

Section 8 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 (D.H.S.) 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 (M.O.U.) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (S.S.A.), and D.H.S.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (I.I.R.I.R.A.), 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 D.H.S. 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 S.S.A. and D.H.S. 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 S.S.A. and D.H.S. 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 D.H.S. 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 D.H.S. with its review of photo mismatches that employees contest. D.H.S. 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 I.N.A. 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 I.N.A.: (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 (I.N.A.) 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 D.H.S. and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify D.H.S. 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. D.H.S. 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 M.O.U. 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 M.O.U. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this M.O.U.
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 S.S.A. 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 D.H.S. 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 S.S.A. or D.H.S. 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 S.S.A. or D.H.S. 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 S.S.A. or D.H.S. 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 I.N.A. 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 I.N.A. 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 I.N.A. 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 O.S.C. 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 M.O.U. 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 M.O.U., except for such dissemination as may be authorized in advance by S.S.A. or D.H.S. for legitimate purposes.
15. The Employer agrees to notify D.H.S. immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-

Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from S.S.A. 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 M.O.U. may be subject to criminal penalties. 18. The Employer agrees to cooperate with D.H.S. and S.S.A. in their compliance monitoring and evaluation of E-Verify, which includes permitting D.H.S., S.S.A., 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 D.H.S. 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 M.O.U. 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 D.H.S., U.S.C.I.S. or the Verification Division, without first obtaining the prior written consent of D.H.S.
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 D.H.S., U.S.C.I.S., or E-Verify.
19. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this M.O.U., the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this M.O.U.

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 M.O.U., 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 D.H.S. 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 M.O.U. 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 M.O.U. 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 M.O.U. 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 D.H.S. to compare data provided by the Employer against S.S.A.'s database. S.S.A. sends D.H.S. confirmation that the data sent either matches or does not match the information in S.S.A.'s database.
- 2. S.S.A. agrees to safeguard the information the Employer provides through E-Verify procedures. S.S.A. 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 S.S.A. as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and S.S.A. regulations (20 C.F.R. Part 401).
- 3. S.S.A. 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. S.S.A. agrees to update S.S.A. records as necessary if the employee who contests the S.S.A. tentative nonconfirmation visits an S.S.A. field office and provides the required evidence. If the employee visits an S.S.A. field office within the eight Federal Government work days from the date of referral to S.S.A., S.S.A. agrees to update S.S.A. records, if appropriate, within the eight-day period unless S.S.A. determines that more than eight days may be necessary. In such cases, S.S.A. will provide additional instructions to the employee. If the employee does not visit S.S.A. 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 D.H.S. databases to enable the Employer to conduct, to the extent authorized by this M.O.U.:
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.

2. D.H.S. agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. D.H.S. agrees to provide the Employer names, titles, addresses, and telephone numbers of D.H.S. representatives to be contacted during the E-Verify process.
3. D.H.S. 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 S.S.A. and D.H.S., including restrictions on the use of E-Verify.
4. D.H.S. 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, D.H.S. reserves the right to require employers to take mandatory refresher tutorials.
5. D.H.S. agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. D.H.S. also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (O.S.C.), Civil Rights Division, U.S. Department of Justice.
6. D.H.S. 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. D.H.S. 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 I.N.A. and Federal criminal laws, and to administer Federal contracting requirements.
8. D.H.S. agrees to provide a means of automated verification that provides (in conjunction with S.S.A. verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. D.H.S. agrees to provide a means of secondary verification (including updating D.H.S. records) for employees who contest D.H.S. 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 D.H.S., unless D.H.S. determines that more than 10 days may be necessary. In such cases, D.H.S. 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 S.S.A., 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 S.S.A. 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 S.S.A. 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 S.S.A. requests, to S.S.A. for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an S.S.A. office within eight Federal Government work days. S.S.A. 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 S.S.A.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by D.H.S., 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 D.H.S. only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by D.H.S., the Employer will instruct the employee to contact D.H.S. 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 D.H.S. 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 D.H.S. as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the D.H.S. representative who will determine the photo match or mismatch. 8. D.H.S. 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 D.H.S. will not charge the Employer for verification services performed under this M.O.U. 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 M.O.U. is effective upon the signature of all parties and shall continue in effect for as long as the S.S.A. and D.H.S. 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 D.H.S. or S.S.A., including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this M.O.U. and will not cause the need for a supplemental M.O.U. that outlines these changes.

B. TERMINATION

1. The Employer may terminate this M.O.U. 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 M.O.U., D.H.S. may terminate this M.O.U., 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 S.S.A. or D.H.S. 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 M.O.U. 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 M.O.U. may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this M.O.U. 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 D.H.S. 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 M.O.U. 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 S.S.A. and D.H.S. responsibilities under this M.O.U. may be performed by contractor(s), and S.S.A. and D.H.S. may adjust verification responsibilities between each other as necessary. By separate agreement with D.H.S., S.S.A. has agreed to perform its responsibilities as described in this M.O.U.
2. Nothing in this M.O.U. 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 M.O.U. without the prior written consent of D.H.S., 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 M.O.U., 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 I.I.R.I.R.A. 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 D.H.S. or S.S.A. 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 (F.O.I.A.).
6. The individuals whose signatures appear below represent that they are authorized to enter into this M.O.U. on behalf of the Employer and D.H.S. respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to D.H.S. 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:

E-Verify Employer

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

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

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

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:	
E-mail Address:	

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