



**MADISON COUNTY COMMISSION**  
**Finance Department**  
100 Northside Square  
Room 700  
Huntsville, AL 35801

**INVITATION TO BID**

<b>Bid Issue Date</b>	<b>Bid Number</b>	<b>Bid Title</b>	<b>Bid Opening Date and Time</b>
3/25/2022	2022-01-ARP	Thirty or More 2022 or Newer Police Interceptor SUV(s)	4/12/2022 2:00 PM

Please submit a sealed bid of the items listed herein (faxed bids will not be accepted). Bid submissions shall be addressed to Madison County Purchasing; 100 Northside Square, 7<sup>th</sup> Floor; Huntsville, AL 35801. Bids will be accepted until the date and time shown above, at which time the bids will be publicly opened and read.

The Madison County Commission reserves the right to award this bid on an all-or-none or item by item basis, to refuse all bids, and to waive technicalities.

Technical questions should be directed to Chief Bates at: [sbates@madisoncountyal.gov](mailto:sbates@madisoncountyal.gov)

Procurement questions should be directed to: [jweatherly@madisoncountyal.gov](mailto:jweatherly@madisoncountyal.gov)

**Vendor Name must show on envelope along with the bid number and opening date.**

Each numbered bid must be in a separate envelope.

All documents submitted to Madison County will be subject to Alabama's Open Records Laws (Code of Alabama, Title 36-12-40 and 41, as last amended). Due to the provisions of the Open Records Laws and the Competitive Bid Laws, the Madison County Commission cannot assure any Bidder that any information submitted with the bid, even though marked "Proprietary" will not be open to public inspection and copying.

Terms of payment \_\_\_\_\_

I hereby affirm that I have not been in any agreement or collusion among vendors or prospective vendors in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

COMPANY NAME: \_\_\_\_\_

**THIS BID MUST BE NOTARIZED.**

SIGNATURE NAME: \_\_\_\_\_

Subscribed and sworn to before

PRINT NAME: \_\_\_\_\_

Me this \_\_\_\_\_ day of  
\_\_\_\_\_ 20 \_\_\_\_.

STREET ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

Notary Public

PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

Purchasing Department

EMAIL ADDRESS: \_\_\_\_\_

**Madison County Commission**

Awarding Authority

3/17/2022

FEDERAL ID #: \_\_\_\_\_

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## **1. SCOPE OF WORK**

### **1.1. SCOPE OF WORK SUMMARY.**

The County is requesting bids, from qualified vendors, for the purchase of thirty or more 2022 or newer police interceptor SUV(s) for the Madison County Sheriff's Department.

### **1.2. CONTACT INFORMATION**

All questions regarding this invitation to bid must be directed to the contact(s) listed on page 2 Invitation to Bid document.

## **2. GENERAL TERMS AND CONDITIONS**

### **2.1. INTERPRETATIONS.**

The County will not be responsible for the Bidder's misunderstanding of the scope of work or any terms and conditions of this invitation to bid. The County will not be responsible for oral interpretations of this ITB. Bidder's questions and/or comments concerning lack of clarity, defects and questionable or objectionable material in the ITB must be submitted in writing to the contacts noted in section 1.2.

### **2.2. ADDENDA**

Bidders must periodically check the Madison County website for any addenda issued for this procurement. Madison County will not be responsible for a bidder's failure to acquire any addenda issued. All bidders will be responsible for downloading any addenda at [www.madisoncountyal.gov](http://www.madisoncountyal.gov)

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form (Appendix A.1). Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

### **2.3. SPECIFICATIONS**

The specifications are provided to potential bidders as guidelines that describe the type and quality of the commodities being procured.

The name of a certain brand, make, model, or manufacturer is to denote desired quality. Equivalent brands, makes, models, or manufacturers will be considered. The Bidder shall list in detail any and all deviations from the specifications on the Bid Form. All deviations must meet or exceed those specified. Madison County reserves the right to determine suitability of proposed alternates.

It will be assumed that all bids are based upon the specifications unless the Bidder stipulates to the contrary on the Bid form, in which case, the Bidder shall point out in detail any and all deviations from the specifications.

### **2.4. BID AWARD**

The County reserves right to award this bid on an all-or-none or item by item basis, to refuse all bids, and to waive technicalities. The County may award on an individual category basis as listed in the Bid Form, all-or-none or item by item basis, whichever is deemed to be in the best interest of Madison County.

The successful vendor will receive written notification of award upon approval of the Madison County Commission. Madison County will notify bidder(s) about the need to execute contract documents and provide other documentation as needed or required.

These bid documents, terms and conditions, and all requirements specified herein will contractually become part of any award made as a result of this solicitation.

### **2.5. CONTRACT ASSIGNMENT**

No assignment of any Contract resulting from this Invitation to Bid shall occur without written

consent from Madison County Commission. Acceptance of any subcontractor by Madison County shall not release any responsibility and or liability under the Contract.

## **2.6. BID EVALUATION**

Bids will be awarded to the lowest responsible bidder. This determination may involve all or some of the following factors: price, conformity to specifications, availability of repair parts, delivery or turnaround times, ability to meet timeframes established by Madison County, and compatibility as required.

Orders will be placed by issuance of a purchase order against the awarded bid which serves as the awarded bidder's authorization.

## **2.7. BID OPENINGS.**

All bid openings are open to the public and will be held at the Madison County Courthouse, Purchasing Department, 100 Northside Square, 7<sup>th</sup> Floor, Huntsville, AL 35801 on the date and time specified on the cover of this invitation to bid.

## **2.8. INVOICING.**

All invoices submitted to Madison County as a result of this bid must include the following:

- Company Name and Address
- Vehicle Make/Model and Department Name
- Unit Price and Extended Pricing
- Total Invoice Amount
- The Bid Number (2022-01-ARP)

Invoices shall not include any fees, warranties, and charges other than the prices or labor rates quoted in the bidder pricing form (Appendix A.1). No surcharges (i.e. fuel surcharges, restocking, etc.) shall be added to invoices submitted to Madison County. Bid pricing submitted shall include all fees.

Madison County reviews each invoice prior to submitting invoices to the Accounts Payable department for payment. Invoices that do not include the above information may be returned to the awarded vendor for correction. Madison County must be able to verify that the products or services are invoiced at contractual bid pricing.

## **2.9. INSURANCE REQUIREMENTS.**

The Bidder/consultant shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the bid specifications. General Liability Coverage and Owners Contractors Protective Insurance should be written by the same insurance company:

### **A. MINIMUM SCOPE OF INSURANCE:**

#### **1. General Liability:**

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after Madison County's approval.

#### **Commercial General Liability:**

Products and Completed Operations  
Contractual  
Personal Injury  
Explosion Collapse and Underground  
Broad Form Property Damage

**2. Automobile Liability:**

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

**3. Workers' Compensation:**

Statutory protection against bodily injury, sickness or disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

**4. Employers Liability:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

**B. MINIMUM LIMITS OF INSURANCE.**

**1. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 1,000,000 General Aggregate Limit  
\$ 1,000,000 Products – Completed Operations Aggregate  
\$ 1,000,000 Personal & Advertising Injury  
\$ 1,000,000 Each Occurrence

**2. Automobile Liability:**

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

**3. Workers' Compensation:**

As required by the State of Alabama Statute.

**4. Employers Liability:**

\$ 1,000,000 Bodily Injury by Accident or Disease  
\$ 1,000,000 Policy Limit by Disease

**C. VERIFICATION OF COVERAGE.**

Madison County shall be indicated as a certificate holder, and the bidder shall provide Madison County with Certificates of Insurance reflecting the coverage required by this document.

**2.10. HOLD HARMLESS.**

The Bidder agrees that they shall indemnify, defend and hold Madison County and Madison County's officials, agents, employees, contractors and other representatives ("The Indemnified Parties") harmless from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and the costs and expenses incidental thereto (including but not limited to reasonable attorneys' fees), asserted against or incurred by any of the Indemnified Parties which is directly or indirectly caused, in whole or in part, by, or arises out of, or is related to or in any connection to the requirements of any agreement resulting from this invitation to bid.

#### **2.11. ALABAMA IMMIGRATION LAW COMPLIANCE.**

Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, shall remain enrolled throughout the entire course of its performance hereunder, shall supply to the County a copy of its E-Verify Memorandum of Understanding and such other documentation as the County may require to confirm Contractor's enrollment in the E-Verify Program and shall allow the County to inspect its records to confirm such compliance.

Contractor agrees that it shall not knowingly allow any of its suppliers, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the County and shall comply with the immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. Contractor shall require each of its suppliers, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the County.

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

The following language is required by Code of Alabama, § 31- 13-9(k) (1975) to be placed in all contracts covered by the Act: "By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama.



Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

**2.12. ANTI-BOYCOTT.**

As required by Alabama Act No. 2016-312, Contractor represents that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

**2.13. EQUAL OPPORTUNITY.**

Madison County provides equal opportunities for all businesses and does not discriminate against any Bidder on the basis of race, color, religion, sex, national and ethnic origin, age, disability, political affiliation, or any other characteristic protected by law.

**2.14. TERMINATION.**

The County reserves the right to terminate, without cause, any award made as a result of this Bid solicitation by providing a thirty (30) day letter of cancellation notification.

### **3. BIDDER INSTRUCTIONS**

#### **3.1. SUBMISSION OF BIDS.**

Sealed bids must be clearly marked with the Vendor Name, bid number, and opening date. Each numbered bid must be in a separate envelope. The bid must be received by the bid opening date and time specified on the cover page of this invitation to bid.

The submissions shall be addressed to Madison County Purchasing; 100 Northside Square, 7<sup>th</sup> Floor; Huntsville, AL 35801.

Bidders must submit an original and one (1) copy of its bid. Incomplete and/or irregular bids may be subject to rejection.

No oral, telephonic, facsimile, e-mailed modifications or alternate bids will be considered. Bids from firms, individuals, or the same owners of separate companies submitting more than one bid will not be considered.

**The following forms must be submitted with the bid package:**

1. **Invitation to Bid Response Form** (included in bid packet)- must be completed in its entirety, signed by an authorized agent of the company and notarized. Bid forms that are not signed will be disqualified. All submissions must be printed or written in ink.
2. **Business License** – a copy of a current City of Huntsville business and Madison County Business License, if required by law, and shall be current on payment of all city and county sales taxes. If vendor is not required to have a City of Huntsville Business License or a Madison County Business License, vendor must specify why a license is not required.
3. **Unauthorized Aliens Affidavit** (included in bid packet)
4. **Sworn Affidavit of Employer Regarding Unauthorized Aliens** (included in bid packet)
5. **Sworn Affidavit of Subcontractor Regarding Unauthorized Aliens** (included in bid packet)
6. **E-Verify Memorandum of Understanding** (This is provided at the time of which the vendor enrolled/will enroll in the E-Verify Program on the E-Verify website)
7. **Certificate of Insurance**
8. **Completed W-9**

#### **3.2. LATE BIDS.**

The County will not be responsible in the event the U.S. Postal Service, or any other courier system fails to deliver the bid response by the deadline stated in the bid request. Any bid received after the opening date and time will not be considered.

#### **3.3. BID PREPARATIONS EXPENSES.**

Bidders are responsible for all bid preparation expenses incurred in the development and submission of their bids. The County assumes no obligation for any expenses incurred by the

Bidder as a result of the issuance of this ITB, the preparation or submission of a bid, the evaluation of a bid, or the selection of the successful Bidder(s).

#### **3.4. RIGHT TO REJECT BIDS.**

The County reserves the right to reject any part of any Bid, to waive minor defects or technicalities, or to refuse all bids, as deemed necessary and in the best interest of the County. Bidders must comply with all the terms of the ITB and all applicable local, state and federal laws, codes and regulations.

If a Bidder does not comply with the requirements of this bid solicitation, the County may determine the Bidder to be non-responsive and may reject the Bid.

A bid that is not accompanied by data required by the Bid Documents, or a bid which is in any way incomplete, may be rejected. Any bid which contains any uninitiated alterations or erasures, or any bid which contains any additions, alternate bids, or conditions not called for, or any other irregularities of any kind, will be subject to rejection. Bids may also be rejected for any of (but not limited to) the following causes:

- A. Failure to utilize bid forms provided by Madison County.
- B. Failure of enrollment of E-Verify and required documentation.
- C. Lack of signature on all notarized document(s) by authorized representative on the bid forms.
- D. Failure to properly complete the bid.
- E. Evidence of collusion among bidders.
- F. Unauthorized alteration of bid/proposal form.
- G. Failure to submit other forms and documents as required.

#### **4. GENERAL SPECIFICATIONS**

The awarded vendor shall provide Madison County with police interceptor SUV(s) as defined by this specification.

This ITB is for the purchase of thirty or more police interceptors for the Madison County Sheriff's Department.

- Successful vendor shall furnish all technical and service manuals upon delivery of SUV(s).
- The name of a certain brand, make, model, or manufacturer is to denote desired quality. The Bidder shall point out in detail any and all deviations from the specifications on the Bid Form.
- Vehicle must meet or exceed the following specifications.
- Each technical specification must be marked whether in compliance or not, otherwise the bid may be considered non-responsive.
- Warranty shall be included in pricing.
- Pricing must include all fees.
- Immediate delivery requested; delivery may factor in award.

##### **4.1. TECHNICAL SPECIFICATIONS**

###### **EXTERIOR**

18" HD Steel Wheels  
255/60R18 A/S BSW  
Police Tires  
Class III Hitch Receiver  
Dual Exhaust System  
Power Mirrors  
Auto Low/High LED Headlamps  
Key Locks  
Privacy Glass 2<sup>nd</sup>/3<sup>rd</sup> Row  
119" Wheelbase  
White Exterior

###### **INTERIOR**

35/30/35 Split Vinyl Rear  
A/C w/ Automatic Climate Control, Dual Zone  
Black Vinyl Floor Covering  
Certified Speedometer  
Cloth Bucket Front Seats  
Console Mounting Plate  
Engine Hour/Idle Meter  
Red/White Task Lighting  
Seatback Intrusion Plates  
Tilt/Telescoping Steering Wheel w/ 4 Configurable Latching Switches  
Universal Top Tray  
Ebony Cloth Front/Vinyl Rear

## **FUNCTIONAL**

All Wheel Drive  
3.3L V6 FFV Engine (or equivalent)  
AM/FM/MP3/Bluetooth & USB  
Column Mounted Shifter  
Engine Oil Cooler  
Full-Time All Wheel Drive System  
Heavy Duty Suspension  
Heavy-Duty 80-Amp Battery  
Interior Trunk/Liftgate Release  
Police Brakes: 4 Wheel Disc w/ABS & Traction Control  
Power Steering w/ EPAS  
Rear View Camera  
Transmission Oil Cooler  
Transmission 10-Speed Automatic

## **SAFETY/SECURITY**

75 MPH Rear-Crash Tested  
Advancetrac with RSC (or equivalent)  
Front and Side Airbags  
Safety Canopy Airbags  
SOS Post Crash Alert System  
Tire Pressure Monitor System

## **OPTIONAL EQUIPMENT/OTHER**

Cargo Dome Lamp Red/White  
H8 AGM Battery  
50 State Emissions  
Courtesy Lamp Disable  
Spot Lamp LED DR - Whelen  
Keyless Entry – 4 Fobs  
Wiring Grill/Lamp/Siren/Spkrs  
Pre-Collision Assist  
Rear Taillamp Housing  
Flex Fuel Capability  
Front License Plate Bracket

**A.1 BID FORM**

**Company Name:** \_\_\_\_\_

**Delivery Date:** \_\_\_\_\_

**Make/Model:** \_\_\_\_\_

**Total Cost (each): \$** \_\_\_\_\_

**How long will you honor your bid price(s)?** \_\_\_\_\_

**ALL VENDORS PLEASE NOTE**

Addenda: Bidders must periodically check the County's website for any addenda issued for this procurement. Madison County will not be responsible for a bidder's failure to acquire any addenda issued. The Bidder acknowledges receipt of the following addenda, if applicable:

\_\_\_\_\_ [www.madisoncountyal.gov](http://www.madisoncountyal.gov)

## A.2 UNAUTHORIZED ALIENS AFFIDAVIT

### EACH VENDOR SUBMITTING A BID MUST COMPLETE AND SUBMIT WITH ITS BID THE FOLLOWING STATEMENT

STATE OF ALABAMA  
MADISON COUNTY

#### VERIFIED STATEMENT REGARDING UNAUTHORIZED ALIENS

The undersigned hereby certifies, under oath, in regard to the performance of the services or for the supply of materials or things described in this Invitation for Bid, that:

(A) it has conducted a verification, pursuant to all federal and state laws, of all the employees who will perform work on the Madison County Commission contract or work on the materials or things supplied to the Madison County Commission in response to this Invitation for Bid to insure that no unauthorized aliens will be employed to perform Madison County Commission work or supply materials or things to the Madison County Commission,  
and

(B) to the best of their knowledge and belief, it is not employing or otherwise using unauthorized aliens to provide services, materials or things to the Madison County Commission.

The undersigned agrees:

1. it will verify that whether an employee is an unauthorized alien by inspecting such documents as are designated by Federal Law. For contracts in excess of \$100,000.00, in any twelve (12) month period of time, the contractor or supplier shall certify to the Commission that it has and will verify, to the extent allowable by Federal Law, by using the Federal E-Verify program, that no unauthorized aliens are utilized in providing services, materials or things to the Commission;

2. upon request, it will certify to the Commission, under oath by an officer or a management level employee, that it has verified to the extent allowable under Federal Law that named or otherwise described employees utilized in providing services, materials or things to the Commission are not unauthorized aliens;

3. upon determination by any appropriate Federal Agency that an employee is an unauthorized alien, the undersigned shall terminate the unauthorized alien's employment.

4. if the undersigned fails to terminate an employee determined to be an unauthorized alien by the Federal government or fails to provide the verification described above, the Madison County Commission may terminate the contract for the performance of services, materials or things pursuant to Madison County, Alabama, Policy Regarding The Employment of Unauthorized Aliens by Contractors and Suppliers.

The requirements and obligations of this Policy and Statement shall be interpreted and implemented in a manner consistent with all Federal and State Laws. If any provision of this Policy or Statement is declared invalid or in conflict with Federal or State Laws, such invalidly or conflict shall not affect the other provisions of this Policy or Statement which can be given effect without the invalid provision. The provisions of this Policy and Statement are declared to be severable.

NAME:

\_\_\_\_\_

BY:

\_\_\_\_\_

Printed Name of Person Signing:

\_\_\_\_\_

Position:

\_\_\_\_\_

SWORN TO and subscribed before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

**A.3 SWORN AFFIDAVIT OF EMPLOYER REGARDING UNATHORIZED ALIENS**

1. The undersigned hereby attests by this sworn affidavit signed before a notary that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

2. The undersigned hereby attests that it is enrolled in the Federal E-Verify program. A true and correct copy of the undersigned's fully executed Federal E-Verify Memorandum of Understanding is attached hereto.

3. The Federal E-Verify Memorandum of Understanding attached hereto is the operative Memorandum of Understanding under which the undersigned is currently participating in the Federal E-Verify Program.

4. This sworn affidavit is provided to comply with Alabama Act No. 2011-535, known as the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act."

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

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said \_\_\_\_\_.

Given under my hand this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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



**A.4. SWORN AFFIDAVIT OF SUBCONTRACTOR REGARDING UNATHORZIED ALIENS**

1. The undersigned subcontractor hereby attests by this sworn affidavit signed before a notary that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

2. The undersigned subcontractor hereby attests that it is enrolled in the Federal E-Verify program. A true and correct copy of the undersigned's fully executed Federal E-Verify Memorandum of Understanding is attached hereto.

3. The Federal E-Verify Memorandum of Understanding attached hereto is the operative Memorandum of Understanding under which the undersigned is currently participating in the Federal E- Verify Program.

4. This sworn affidavit is provided to comply with Alabama Act No. 2011-535, known as the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act."

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

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, Notary Public in and for said County in said State, hereby certify that

\_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said \_\_\_\_\_.

Given under my hand this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

# MADISON COUNTY COMMISSION

Finance Department  
100 Northside Square  
Room 700  
Huntsville, AL 35801



## MADISON COUNTY VENDOR FEDERAL CERTIFICATION FORM

### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (APPENDIX II TO 2 CFR PART 200)

Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by Madison County and Madison County's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. In order for Madison County to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state and local law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200. All Vendors must complete this Certification Form regarding Vendor's willingness and ability to comply with the requirements which may be applicable to specific Madison County purchases using federal grant funds. Failure to complete the form may impact the ability of Madison County to purchase from the Vendor using federal funds.

#### Vendor Violation or Breach of Contract Terms:

**Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule above, when Madison County expends federal funds, Madison County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

#### Termination for Cause or Convenience:

**For any purchase or contract in excess of \$10,000 made using federal funds, you agree that the following terms and condition shall apply:**

Madison County may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, Madison County shall only be required to pay Vendor for goods or services delivered to Madison County prior to the termination and not otherwise returned in accordance with Vendor's return policy. If Madison County has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

**Equal Employment Opportunity:**

**The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: “During the performance of this contract, the contractor agrees as follows:**

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the

compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as

the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred

until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### **Contract Work Hours and Safety Standards Act**

#### **Compliance with the Contract Work Hours and Safety Standards Act.**

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The Madison County Commission shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

### **Clean Air Act and Federal Water Pollution Control Act to Inventions Made Under a Contract or Agreement**

#### **Clean Air Act**

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to Madison County and understands and agrees that Madison County will, in turn, report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal grant funds.

**Federal Water Pollution Control Act**

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to Madison County and understands and agrees that Madison County will, in turn, report each violation as required to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with grant funds.

**Debarment and Suspension**

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Madison County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Madison County, the federal

government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Pursuant to the Federal Rule above, when federal funds are expended by Madison County, the offeror certifies that during the term of an award for all contracts by Madison County resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify Madison County.

X \_\_\_\_\_  
Signature of Contractor’s Authorized Official

X \_\_\_\_\_  
Name and Title of Contractor’s Authorized Official

**Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

X \_\_\_\_\_  
Signature of Contractor's Authorized Official

X \_\_\_\_\_  
Name and Title of Contractor's Authorized Official

### **Procurement of Recovered Materials**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements; or
- At a reasonable price

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### **Prohibition on Contracting for Covered Telecommunications Equipment or Services**

a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b) Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications



equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) Exceptions.

1) This clause does not prohibit contractors from providing—

- i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

- i. Covered telecommunications equipment or services that:
  - a. Are not used as a substantial or essential component of any system; and
  - b. Are not used as critical technology of any system.
- ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor

shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**Domestic Preferences for Procurements**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **Pre-Award Costs**

Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding under this Agreement.

### **Conflict of Interest**

The Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflicts of interest policy is applicable to each activity funded under this award. Contractors must disclose in writing to the County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

### **Hatch Act**

Contractor agrees to comply, as applicable, with requirements of the Hatch Act (U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

### **Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating Contractor-owned, rented, or personally-owned vehicles.

### **Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

### **Maintenance of and Access to Records**

- A. Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding foregoing.
- B. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of contractor in order to conduct audits or other investigations.
- C. Records shall be maintained by contractor for a period of five years after all funds have been expended or returned to Treasury, whichever is later.

### **Reporting**

- A. Contractor agrees to comply with all reporting requirements established by Treasury as they relate to this award, including financial, performance, and compliance reporting as described in the latest version of *Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities* published by Treasury and available at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> ("Treasury Reporting Guidance").

- B. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied.
- C. Reporting must be consistent with the definition of expenditures in 2 C.F.R. § 200.1.
- D. Contractor must appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with the appropriate accounting standards and principles.
- E. Contractor must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting.
- F. Contractor must provide the County with the information necessary for the County to produce and submit a quarterly Project and Expenditure Report to Treasury.
  - a. *Due Dates.* Project and Expenditure Reports are due from the County to Treasury on October 31, January 31, April 30, and July 31, beginning October 31, 2021 through October 31, 2026, with a final report due March 31, 2027. In order for the County to meet these deadlines, Contractor must provide the required information to the County for inclusion in the report no later than 15 calendar days prior to the County's deadline.
  - b. *Contents.* Contractor must provide information to the County as requested on all projects funded under this Agreement when requested as part of quarterly and ad hoc reporting completed by the County. This information includes, but is not limited to:
    - i. Contractor identifying and demographic information (e.g., DUNS number and location).
    - ii. Award number (e.g. Agreement number, Loan number).
    - iii. Award date, type, amount, and description.
    - iv. Primary place of performance.
    - v. Quarterly obligation and expenditure amount.
    - vi. Project Name and Description
    - vii. Additional programmatic performance indicators for select Expenditure Categories as indicated in Treasury's Reporting Guidance.

### **Universal Identifier**

Contractor to utilize Universal Identifier and System for Award Management (SAM), 2 C.F.R Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

### **Reporting Subaward and Executive Compensation**

Reporting Subaward and Executive Compensation, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to C.F.R. Part 170 is hereby incorporated by reference.

### **Mandatory disclosures**

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

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Company Name

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Signature of Authorized Company Official

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Printed Name