



**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>
01/24/2024	2024-01	Muni Culvert Cleaning System for Madison County District 3	02/07/2024 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.

Questions should be directed, in writing, to and Jennie Weatherly at [jweatherly@madisoncountyal.gov](mailto:jweatherly@madisoncountyal.gov).

**Vendor Name, bid number and opening date must show 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 #: \_\_\_\_\_

Jennie Weatherly  
Procurement Specialist

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

**Madison County Commission**  
Awarding Authority

Date: 01/24/2024

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

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## **1. WORK SUMMARY**

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

Madison County is soliciting bids from qualified vendors to provide a mini culvert cleaning system as described in Appendix A of this invitation to bid.

### **1.2. CONTACT INFORMATION**

All questions should be directed, in writing, to Jennie Weatherly at [jweatherly@madisoncountyal.gov](mailto:jweatherly@madisoncountyal.gov).

## **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 [Madison County Current Solicitations](#).

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form (Appendix A.2). 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 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.

### **2.5. 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.

**2.6. LOCAL PREFERENCE.**

The County may choose to utilize a local preference for the award of a contract for items of personal property or services as provided by and in accordance with §41-16-50 of the Code of Alabama (1975).

**2.7. BID AWARD.**

The County 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. 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 the contract awarded as a result of this solicitation.

**2.8. INVOICING.**

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

- Company Name and Address
- Invoice number, order number, quantity of items purchased, quantity of item shipped, description of items shipped and item price on all invoices.
- Total Invoice Amount
- Bid Number (2024-01)

Invoices shall not include any fees, warranties, or charges other than the prices or labor rates quoted in the bidder pricing form (Appendix A.2). 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. 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.

**2.10. 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.

**2.11. 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.

**2.12. 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."

**2.13. 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.

**2.14. 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.

**2.15. TERMINATION.**

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

**2.16. GOVERNING LAW.**

The laws of the State of Alabama shall govern this Agreement, and the parties agree that proper venue for the resolution of any dispute shall be properly had in the courts of Madison County, Alabama.

**2.17. ENTIRE AGREEMENT & ORDER OF PRECEDENCE.**

This Invitation to Bid, the Bid Specifications, addenda, and the successful bidder's Bid Submittal contain the entire Agreement between the parties with respect to this procurement and nullify and replace any previous agreements or representations, whether oral or written, addressing the same. If a direct conflict arises between the various elements of the contract documents, and the conflict cannot be reconciled by construing the conflicting provisions together, then the provision that is the most stringent and beneficial to the County shall govern.

**2.18. SEVERABILITY.**

If any provision of this Agreement or the application thereof is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this agreement shall remain valid and enforceable.

### 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 of their 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. **Certificate of Compliance Economic Boycotts (ACT #2023-409)** (included in bid packet)
4. **Unauthorized Aliens Affidavit** (included in bid packet)
5. **Sworn Affidavit of Employer Regarding Unauthorized Aliens** (included in bid packet)
6. **Sworn Affidavit of Subcontractor Regarding Unauthorized Aliens** (included in bid packet)
7. **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) ([Employers \(e-verify.gov\)](https://www.dhs.gov/e-verify/employers)).

#### 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. WORK RELATED INFORMATION**

##### **4.1. DEFECTIVE AND/OR FAULTY WORK.**

The satisfactory performance and completion of the work is the obligation of the awarded vendor. Any work deemed to be defective or faulty, whether the result of poor workmanship, use of improper or defective materials, damage through improper use or placement, or any other cause, will not be accepted. Payment shall not be made for faulty or defective work until such work has been removed corrected in a manner and form satisfactory to the County and in accordance with the bid documents. The vendor shall, at no cost to the County, promptly replace all defective materials or equipment, and shall correct all faulty workmanship.

##### **4.2. CERTIFICATIONS, LICENSES, AND PERMITS.**

The awarded vendor shall possess all licensure and permits as required by the Federal, State, County and City governments.

The awarded vendor shall have valid certification(s) and or training to provide the goods or services listed herein.

## A.1 GENERAL AND TECHNICAL SPECIFICATIONS

### A. Intent

It is the intent of this specification to provide for the purchase of one (1) new BTE Mini culvert cleaning system or equivalent for a John Deere Caterpillar 360G.

The system shall meet or exceed the specifications contained herein.

### B. Culvert Cleaning System

Culvert cleaner shall be a mechanical augering system used for cleaning plugged culvert pipes. It shall be capable of clearing pipes from 8” up to 36” in diameter and up to 60 feet in length without the requirement of water or vacuuming.

### C. Culvert Cleaning Auger Attachment

1. Attachment shall be single bi-directional hydraulic circuit capable of 10-20gpm/ 2000-3000 psi.
2. Attachment shall be vertical and horizontal drive motor capable.
3. All standard safety features required by Federal and State Law shall be included.

### D. System shall include the following:

1. Municipal Mini Culvert Cleaner or equivalent for John Deere CAT 360G.
2. Coupler, motor drive fusible link and two 6’ auger flights.
3. Sealed drive motor and gearbox capable of operating in submerged environment.
4. Mechanical fuse safety for drive motor.
5. 6” Rock Head for Culvert Cleaner POSSRR with H200 connection or equivalent.
6. Mini 36” Auger Flight
7. Up to 16 hours of training included.

### E. Delivery

The supplier shall deliver the system to Madison County District 3, 4273 Highway 72 East, Brownsboro, AL 35741, within forty-five days of receiving the order.

Delivery shall be made during weekdays, between the hours of (7:00 AM and 2:00 PM).

### E. Equivalent Product

The specifications herein state the minimum requirements of Madison County. Bids will be accepted for consideration on any make or model that is equal to or superior to the equipment specified. Decisions of equivalency will be at the sole interpretation of Madison County. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer’s brochures of the proposed unit described in the manufacturer’s brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed “non-responsive” and rejected without further review. The bidder must be prepared to demonstrate a unit similar to the one proposed, if required.

Any bid lacking sufficient technical literature to enable Madison County to make a reasonable determination of compliance with the specification will be considered as “non-responsive” and rejected without further review. It shall be the bidder’s responsibility to carefully examine each item of the specification. Failure to offer a competed bid or failure to respond to each section of the technical specification will cause the proposal to be rejected without further review.

**A.2 BIDDER PRICING FORM**

**2024-01 Mini Culvert Cleaner System or Equivalent**

**Vendor Name:** \_\_\_\_\_

Pricing below shall include all fees required to provide and deliver a Mini Culvert Cleaning System as described in the specifications above. Training shall be included in the cost below.

DESCRIPTION	COST
Mini Culvert Cleaner System for John Deere Caterpillar 360G (includes coupler, motor drive fusible link and two 6' auger flight and training)	\$
6" Rock Head for Culvert Cleaner POSSRR w/H200 Connection	\$
Mini 36" Auger Flight	\$
Total Freight Cost to Brownsboro, AL	\$
<b>TOTAL BID AMOUNT</b>	\$

**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: \_\_\_\_\_



**A.3 CERTIFICATE OF COMPLIANCE ECONOMIC BOYCOTTS (ACT #2023-409)**

**Vendor Name:** \_\_\_\_\_

The undersigned hereby certifies as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor named above, is authorized to provide representations set out in this Certificate as the official and binding act of that entity and has knowledge of Act # 2023-409 of the Alabama Legislature.
2. The Contractor is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.
3. The Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Contractor does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:
  - a) Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.
  - b) Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.
  - c) Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.
  - d) Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.
  - e) Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Certified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Contractor’s Authorized Representative

\_\_\_\_\_  
Printed Name and Title of Contractor’s Authorized Representative

The above certification was signed in my presence by the person whose name appears above, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

## A.4 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 ensure 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.5 SWORN AFFIDAVIT OF EMPLOYER REGARDING UNAUTHORIZED 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 \_\_\_\_\_

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

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.6. SWORN AFFIDAVIT OF SUBCONTRACTOR REGARDING UNAUTHORIZED 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 \_\_\_\_\_

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

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: \_\_\_\_\_