Request for Proposals

CONTACTS

<table>
<thead>
<tr>
<th>Contact</th>
<th>Name</th>
<th>E-mail</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requestor:</td>
<td>Nicole Skipper</td>
<td><a href="mailto:nicole.skipper@ache.edu">nicole.skipper@ache.edu</a></td>
<td>334-353-1272</td>
</tr>
<tr>
<td>Issuer:</td>
<td>Nicole Skipper</td>
<td><a href="mailto:nicole.skipper@ache.edu">nicole.skipper@ache.edu</a></td>
<td>334-353-1272</td>
</tr>
<tr>
<td>Buyer:</td>
<td>Nicole Skipper</td>
<td><a href="mailto:nicole.skipper@ache.edu">nicole.skipper@ache.edu</a></td>
<td>334-353-1272</td>
</tr>
</tbody>
</table>

Bids will be accepted from: 01/08/21

to: 02/05/21

All Inquiries for Information Regarding Bid Submission Requirements or Procurement Procedures Should be Directed To The Buyer Contact Listed Above.

COMMODITY INFORMATION

<table>
<thead>
<tr>
<th>Group: 1</th>
<th>Line: 1</th>
<th>Line Type: Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commodity Code: PRF08000023</td>
<td>Quantity:</td>
<td>Unit:</td>
</tr>
<tr>
<td>Commodity Description: EDUCATIONAL TRAINING CONSULTANT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extended Description:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

EDUCATIONAL TRAINING CONSULTANT SERVICES

SHIPPING AND BILLING

Shipping

ALA COMMISSION ON HIGHER EDUCATION PROPERTY MANAGER - SUITE 716
SUSAN DAVIS / 334-242-2261
100 NORTH UNION STREET
SUITE 716
MONTGOMERY, AL 361043702
USA

Billing

ALA COMMISSION ON HIGHER EDUCATION HIGHER EDUC
NICOLE SKIPPER / 334-353-1272
100 NORTH UNION STREET
P O BOX 302000
MONTGOMERY, AL 361302000
USA

Delivery Date: 

Delivery Type:
GENERAL TERMS AND CONDITIONS FOR RFP FOR SERVICES (7-9-15 rhc edit 7-28-15)

GENERAL TERMS AND CONDITIONS FOR THIS REQUEST FOR PROPOSALS - All proposals are subject to these Terms and Conditions.

1. PROHIBITED CONTACTS; INQUIRIES REGARDING THIS RFP – From the Release Date of this RFP until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party’s Team for this transaction who may be identified herein or subsequent to the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s) identified in [insert location in RFP where contacts are identified, such as Section S or Item 2.]

Questions relating only to the RFP process may be submitted by telephone or by mail or hand delivery to: the designated contact. Questions on other subjects, seeking additional information and clarification, must be made in writing and submitted via email to the designated contact, sufficiently in advance of the deadline for delivery of Proposals to provide time to develop and publish an answer. A question received less than two full business days prior to the deadline may not be acknowledged. Questions and answers will be published to those parties submitting responsive proposals.

2. NONRESPONSIVE PROPOSALS - Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Clarification or supplemental information may be required from any Proposer.

3. CHANGES TO THE RFP; CHANGES TO THE SCHEDULE - The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party’s designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

4. EXPENSES - Unless otherwise specified, the reimbursable expenses incurred by the service provider in the providing the solicited services, shall be charged at actual cost without mark-up, profit or administrative fee or charge. Only customary, necessary expenses in reasonable amounts will be reimbursable, to include copying (not to exceed 15 cents per page), printing, postage in excess of first class for the first one and one-half ounces, travel and preapproved consulting services. Cost of electronic legal research, cellular phone service, fax machines, long-distance telephone tolls, courier, food or beverages are not reimbursable expenses without prior authorization, which will not be granted in the absence of compelling facts that demonstrate a negative effect on the issuance of the bonds, if not authorized.

If pre-approved, in-state travel shall be reimbursed at the rate being paid to state employees on the date incurred. Necessary lodging expenses will be paid on the same per-diem basis as state employees are paid. Any other pre-approved travel expenses will be reimbursed on conditions and in amounts that will be declared by the Issuer when granting approval to travel. Issuer may require such documentation of expenses as it deems necessary.

5. REJECTION OF PROPOSALS - The Soliciting Party reserves the right to reject any and all proposals and cancel this Request if, in the exercise its sole discretion, it deems such action to be in its best interest.

6. EXPENSES OF PROPOSAL – The Soliciting Party will not compensate a Proposer for any expenses incurred in the preparation of a Proposal.

7. DISCLOSURE STATEMENT - A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., Code of Alabama 1975. Copies of

8. LEGISLATIVE CONTRACT REVIEW - Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq., Code of Alabama 1975. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at [http://www.legislature.state.al.us/aliswww/AlaLegJointIntCommContracReview.aspx](http://www.legislature.state.al.us/aliswww/AlaLegJointIntCommContracReview.aspx). If a contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

9. THE FINAL TERMS OF THE ENGAGEMENT - Issuance of this Request For Proposals in no way constitutes a commitment by the Soliciting Party to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by the Soliciting Party as evidenced by the signature thereon of its authorized representative. Provisions of this Request For Proposals and the accepted Proposal may be incorporated into the terms of the engagement should the Issuer so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney’s fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

10. BEASON-HAMMON ACT COMPLIANCE. A contract resulting from this RFP will include provisions for compliance with certain requirements of the Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535, as amended by Act 2012-491 and codified as Sections 31-13-1 through 35, Code of Alabama, 1975, as amended), as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama, 1975, as amended, Contractor that is a “business entity” or “employer” as defined in Code Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

CONTRACT PROVISION MANDATED BY SECTION 31-13-9(k):

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.
Alabama Commission on Higher Education

Request for Proposals to

Develop Competency-Based Frameworks for the State of Alabama

January 2021

I. PURPOSE AND OVERVIEW:

The Alabama Commission on Higher Education (ACHE), an agency for the State of Alabama (referred to herein as the “Commission,” “State of Alabama,” and “the State”), solicits proposals from qualified firms (“Providers”) interested in performing consulting services to develop credential and occupation competency frameworks as part of Alabama’s commitments under its grant from the Lumina Foundation. In Spring 2020, the Governor’s Office of Education and Workforce Transformation (GOEWT) was awarded funding of $200,000 from the Lumina Foundation, the nation’s largest philanthropic organization focused on increasing success in higher education, to develop and implement common state criteria for credentials of value in Alabama.

Through the work of the GOEWT and the Alabama Committee on Credentialing and Career Pathways (ACCCP), Alabama has begun to develop competency-based frameworks for evaluating credentials for inclusion in the state-wide Compendium of Valuable Credentials. Competency-based career pathways and credentials of value provide the basis for multiple points of entry and exit into and out of the workforce and education and workforce training and career pathways leading to family-sustaining wages. Alabama has begun to develop taxonomies for describing and classifying competencies and credentials. Taken together, the Alabama Competency and Credential Taxonomies form the Alabama Occupational Ontology. Initially based on O*NET competency frameworks and Lumina’s Connecting Credentials Framework, the Alabama Occupational Ontology is envisioned as a standardized, tiered system for describing the competencies and credentials associated with a particular occupation. Through the Alabama Competency Taxonomy, each competency can be coded, organized, and mapped onto corresponding Credentials of Value.

In a related project, Alabama is working with the non-profit Credential Engine to increase credential transparency among job-seekers, employers, postsecondary institutions, and economic development organizations. The goal is to develop an interoperable system where potential employees demonstrate to employers that they possess requisite skills, where employers can develop and publish competency-based job descriptions, and where credential providers can signal the value of their credentials in the marketplace. The ACCCP intends to publish information on degrees and non-degree credentials offered in Alabama, including competency frameworks, through tools like CredentialFinder.org and the Alabama College and Career Exploration Tool (ACCET, currently under development).
These efforts support the State’s broader attainment goal of adding 500,000 credentialed Alabamians to the labor force by 2025. In 2018, Alabama’s cross-sector Educational Attainment Committee released recommendations for reaching the goal as a comprehensive postsecondary education attainment strategic plan, entitled Success Plus. Through the leadership of Governor Kay Ivey and the GOEWI, Alabama’s education and workforce stakeholders have made significant progress. Alabama’s 2020 Workforce Innovation Opportunity Act (WIOA) Combined State Plan includes career and technical education and a focus on competency-based learning for the first time. The ACCCP has just released its 2021 List of In-Demand Occupations, and its committees will publish its inaugural Compendium of Valuable Credentials in March 2021.

Work is underway on two key technology infrastructure projects: a secure statewide education and employment data exchange known as the Alabama Terminal on Linking and Analyzing Statistics (ATLAS) on Career Pathways, and a web-based, public-facing career navigation tool and learning and employment record called the Alabama College and Career Exploration Tool (ACCET).

II. SCOPE OF SERVICES:

The Commission is seeking a Provider to:

Work with the Governor’s Office of Education and Workforce Transformation and ACHE to develop standardized frameworks based on the Alabama Occupational Ontology that will be used statewide for describing credentials (both degree and non-degree credentials) and occupations in terms of their competencies. This may include a web-based or non-web-based software tool.

Produce competency-based descriptions for priority credentials and occupations to be used as examples, based on the Alabama Occupational Ontology.

Develop processes, tools, and training materials that will support stakeholders in implementing the standardized competency description frameworks across existing credentials and priority occupations, based on the Alabama Occupational Ontology.

Contribute to the conception and development of a publicly available, searchable, and interoperable database of competencies based on the standardized competency description frameworks. This database will need to be compatible with the Credential Transparency Description Language (CTDL) schemas and the Achievement Standards Network (ASN) Description Framework schema.

Make recommendations to the Governor’s Office of Education and Workforce Transformation for using the competency database to identify education and career pathways, determine gaps in the availability of credentials, support employer-facing and job-seeker-facing search tools.

III. QUALIFICATIONS:
The successful candidate must:

1Demonstrate experience in developing competency-based models for credentials, occupations, and/or curricula.

2Demonstrate extensive knowledge of and facility with education and credentialing data and linked data formats, such as CTDL and ASN schemas.

3Demonstrate experience in database development, user experience engineering, and training clients on finished products.

4Have a successful track record of working with state and/or local public-sector entities.

5Demonstrate familiarity with Alabama’s Success Plus Plan; the Alabama Committee on Credentialing and Career Pathways; the Alabama Occupational Ontology; the Alabama 2020 WIOA Combined State Plan; and Governor Ivey’s Strong Start, Strong Finish education-to-workforce strategic plan.

6Have sufficient staff to complete requested services.

Responses should provide a detailed description of your organization, its mission/goals, and its qualifications and capabilities to provide the State of Alabama with the services described in this RFP.

In addition, please provide a comprehensive history of your organization’s provision of the services desired by the State of Alabama, including examples of previous work as appropriate, and a list of organizations/individuals that may be contacted as references (please provide contact information for your references).

IV. FEES, COSTS, EXPENSES:

Respondents should provide a detailed explanation of projected expenses.

V. CONTRACT TIME:

Contract period will begin once all required signatures have been affixed to any contract subsequently developed by the parties, with the aim of beginning work in March 2021. Work must be completed by the end of the 2020-21 fiscal year on September 30, 2021.

VI. SUBMISSION OF QUESTIONS:

Potential respondents should email any questions to the ACHE contact on this RFP (Nicole.Skipper@ache.edu). Questions and responses will be posted publicly on ACHE’s website: https://ache.edu/RFP.aspx.
VII. SUBMISSION OF PROPOSALS:

Proposals will be accepted from January 8, 2021 to February 5, 2021 at 4:00 p.m. Central Standard Time (CST).

Send an electronic copy of the proposal to the ACHE contact on this RFP (Nicole.Skipper@ache.edu). Paper copies will also be accepted at either the Commission’s physical location at 100 North Union Street, Suite 782, Montgomery, AL 36104–3758 or to the mailing address at P.O. Box 302000, Montgomery AL 36130-2000.

VIII. GENERAL TERMS AND CONDITIONS FOR REQUIRED BY THE STATE OF ALABAMA TO BE INCLUDED IN REQUEST FOR PROPOSALS

All state proposals are subject to the following General Terms and Conditions.

PROHIBITED CONTACTS; INQUIRIES REGARDING THIS RFP – From the Release Date of this RFP until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party’s Team for this transaction who may be identified herein or subsequent to the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s) identified in Section VI.

Questions relating only to the RFP process may be submitted by telephone, by mail, or hand delivery to: the designated contact. Questions on other subjects, seeking additional information and clarification, must be made in writing and submitted via email to the designated contact, sufficiently in advance of the deadline for delivery of Proposals to provide time to develop and publish an answer. A question received less than two full business days prior to the deadline may not be acknowledged. Questions and answers will be published to those parties submitting responsive proposals.

NONRESPONSIVE PROPOSALS - Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Clarification or supplemental information may be required from any Proposer.

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markup, profit or administrative fee or charge. Only customary, necessary expenses in reasonable amounts will be reimbursable, to include copying (not to exceed 15 cents per page), printing, postage in excess of first class for the first one and one-half ounces, travel and preapproved consulting services. Cost of electronic legal research, cellular phone service, fax machines, long distance telephone tolls, courier, food or beverages are not reimbursable expenses without prior authorization, which will not be granted in the absence of compelling facts that demonstrate a negative effect on the issuance of the bonds, if not authorized. If pre-approved, in-state travel shall be reimbursed at the rate being paid to state employees on the date incurred. Necessary lodging expenses will be paid on the same per-diem basis as state employees are paid. Any other pre-approved travel expenses will be reimbursed on conditions and in amounts that will be declared by the Issuer when granting approval to travel. Issuer may require such documentation of expenses as it deems necessary.

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**EXBENSES OF PROPOSAL** – The Soliciting Party will not compensate a Proposer for any expenses incurred in the preparation of a Proposal.

**DISCLOSURE STATEMENT** - A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., Code of Alabama 1975. Copies of the Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s website at:

http://www.legislature.state.al.us/aliswww/JointCommittees/ContractReview/AL_Vendor_Disclosure_Statement

**LEGISLATIVE CONTRACT REVIEW** - Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq., Code of Alabama 1975. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at:


If a contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

**THE FINAL TERMS OF THE ENGAGEMENT** - Issuance of this Request for Proposals in no way constitutes a commitment by the Soliciting Party to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by the Soliciting Party as evidenced by the signature thereon of its authorized representative. Provisions of this Request For Proposals and the accepted
Proposal may be incorporated into the terms of the engagement should the Issuer so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney’s fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

**BEASON-HAMMON ACT COMPLIANCE.** A contract resulting from this RFP will include provisions for compliance with certain requirements of the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act* (Act 2011-535, as amended by Act 2012-491 and codified as Sections 31-13-1 through 35, Code of Alabama, 1975, as amended), as follows:

**E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION.** As required by Section 31-13-9(b), Code of Alabama, 1975, as amended, Contractor that is a “business entity” or “employer” as defined in Code Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

**CONTRACT PROVISION MANDATED BY SECTION 31-13-9(k):** By signing a 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.

The Provider will be required to affirm this through the completion of a Beason-Hammon Certificate of Compliance (sample attached, to be completed after vendor is selected).

**IX. SPECIFIC TERMS AND CONDITIONS RELATED TO THE DEVELOPMENT OF ANY CONTRACT SUBSEQUENTLY DEVELOPED AFTER THE SELECTION OF A PROVIDER**

**CHANGES:** No change in the proposed services shall be made except by written agreement between the provider and the Commission. The party desiring such change shall notify the other party in writing.

**PRORATION:** In the event of proration, the above stated quarterly amounts will be reduced accordingly.
**TERMINATION CLAUSE:** Either party, upon receipt of a written notification, may terminate this agreement within an agreed upon time frame. This agreement shall not be subject to modification or amendment except by written agreement with appropriate authorized signatures.

**DISPUTES:** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party’s sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

**APPLICABLE LAW:** This Agreement is made and shall be construed and performed under the Laws of the State of Alabama. In the event of a conflict between the requirements of this Agreement and applicable state or federal law, the parties agree that applicable law shall govern the performance of the contract.

**EMOLUMENTS:** It is understood that there is no entitlement to any state merit system benefits to anyone working under this agreement, except those provided by ACHE to its employees.

**ANTI-DISCRIMINATION CLAUSE:** No persons on the grounds of race, color, religion, sex, national origin, disability or, veteran status, shall be excluded from participation in or denied benefit of, or be otherwise subjected to discrimination in regards to the services to be provided. Breach of this provision shall be cause for termination of this agreement.

**ENTIRE AGREEMENT:** The contract will constitute the entire agreement between the parties and supersedes all previous oral and written agreements relating to this subject matter. No amendments or changes to this agreement shall be effective unless made in writing and signed by the authorized representatives of both parties.

**REQUIREMENTS UNDER ALABAMA’S CURRENT IMMIGRATION LAW:** Per Alabama Act 2012-491 (Beason-Hammon Alabama Taxpayer and Citizen Protection 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.

**OPEN TRADE CLAUSE:** Per Alabama Act 2016-312, the contracting parties hereby certify that they are 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 this state can enjoy open trade.
NOT TO CONSTITUTE A DEBT OF THE STATE: It is agreed that the terms and commitments contained in the contract shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

SEVERABILITY CLAUSE: It is further agreed that if any provision of the contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of the contract period, be enacted, then that conflicting provision of the agreement shall be deemed null and void.

CONFLICT OF INTEREST: The vendor, by the signature of its authorized official, certifies that to the best of its knowledge and belief, no conflicts of interest existed or now exists which may, have may, or have had any effect on the grant or contract award.

ACCESS TO RECORDS: The Executive Director of the ACHE or any of his duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the vendor to make audits, financial reviews, examinations, excerpts, and transcripts.

EXECUTION OF THE CONTRACT: This agreement is not in effect until all appropriate signatures have been affixed.

State of ____________
County of ____________

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE:

RE Contract/Grant/Incentive (describe by number or subject):
    by and between
    (Contractor/Grantee) and
    (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:
1. The undersigned holds the position of with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE
BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as “the Act.”

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee’s business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

(b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this day of 20.

Name of Contractor/Grantee/Recipient

By:
Its

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

WITNESS:

Printed Name of Witness