

PUBLIC NOTICE

**Alabama Department of Conservation and Natural Resources
STATE LANDS DIVISION**

REQUEST FOR SEALED PROPOSALS

***Weeks Bay National Estuarine Research Reserve
Coastal Training Program Market Analysis and Needs Assessment***

OFFERORS must submit three (3) signed original hardcopy Proposals AND one (1) electronic copy on a USB flash drive in a sealed package to:

SEALED PROPOSALS ARE DUE BY:

JULY 16, 2026 at 12:00PM (NOON) CST

**State Lands Division
Alabama Department of Conservation
and Natural Resources
ATT: Office of the State Lands Director
64 North Union Street, Suite 464
Montgomery, Alabama 36130
(36104 if by overnight courier)**

**Alabama Department of Conservation and Natural Resources
State Lands Division**

**Weeks Bay National Estuarine Research Reserve
Coastal Training Program Market Analysis and Needs Assessment**

I. Introduction and Description of Projects:

The Alabama Department of Conservation and Natural Resources, State Lands Division (ADCNR-SLD) invites qualified Offerors to respond to this Request for Proposals for the implementation of a Market Analysis and Needs Assessment for the ADCNR-SLD Weeks Bay National Estuarine Research Reserve's Coastal Training Program. In executing the scope of work, the selected Offeror(s) agrees to comply with all applicable federal, state, and local laws and regulations, as well as all programmatic requirements.

II. Scope of Work:

ADCNR-SLD is searching for a qualified and skilled Offeror(s) to conduct a Market Analysis and Needs Assessment for the ADCNR-SLD Weeks Bay National Estuarine Research Reserve's (NERR) Coastal Training Program (CTP). The ADCNR-SLD Weeks Bay NERR CTP brings science and technology to coastal managers through a variety of means, such as workshops, seminars, and technical assistance that empower local coastal decision makers to make effective, science-based decisions that positively impact coastal ecosystems, communities, and economies.

Training focuses on the coastal management challenges of the local community including habitat restoration, water quality issues, stormwater management, and land use concerns. The data and information provided are derived from ADCNR-SLD Weeks Bay NERR's research program as well as the expertise available from the training coordinator's network of local and regional partners. This partnership approach also allows the training program to quickly respond to changing local needs.

The **Market Analysis** component will identify existing regional efforts to provide professional development and technical assistance for coastal decision makers, current and potential partnerships of the ADCNR-SLD Weeks Bay CTP, and coastal decision maker professional development training and technical assistance market gaps.

The **Needs Assessment** component will characterize coastal decision maker audiences and determine what professional development and technical assistance services are sought after by local coastal decision makers. The ADCNR-SLD Weeks Bay Reserve will use these analyses to strategically plan future CTP initiatives to meet the needs of its audiences.

Offeror(s) must work in close coordination with ADCNR-SLD to ensure that:

A. Program Management Services

. Planning Phase

. Define the issue and target population:

The ADCNR-SLD Weeks Bay NERR is a member of the National Estuarine Research Reserve

system. The ADCNR-SLD Weeks Bay NERR Coastal Training Program serves coastal decision maker audiences by providing professional development training and technical assistance that is science-based and relevant to specific conditions existing within Alabama's coastal and estuarine ecosystems.

- . **Review existing data and information:**

The selected Offeror will be granted access to a previous ADCNR-SLD Weeks Bay CTP needs assessment conducted in 2011 to provide helpful examples for drafting questions and reporting data.

- . **Identify the data to collect:**

The overarching goal is to understand the needs of and current training offerings for professionals who work along the Alabama and Florida Panhandle coast, tidal estuaries, and watersheds for coastal and marine information, education tools and processes, data, and skills training. The selected Offeror will outline categories of data to serve as informal objectives for the needs assessment. These categories will later help in the design of the data collection instrument (survey).

- . **Select data collection methods:**

The selected Offeror may choose to collect data via an online survey or a combination of online and mail-in survey.

- . **Data Collection Phase**

- . **Determine the sampling strategy:**

The market analysis will be conducted to determine the number and variety of training providers in the region and the trainings being offered for coastal decision makers. The needs assessment will be separate from the market analysis and will determine the training needs of coastal decision makers. The beginning of each survey should include a description of the assessment and the desired experience of the target population.

- . **Design and pilot the data collection instrument:**

The selected Offeror will develop new survey questions and choose relevant questions from the previous assessment, modifying the structure and content of the questions where necessary. After the selected Offeror drafts the survey instruments, they will be reviewed by ADCNR-SLD WBNERR staff members and edited if desired. The documents will then be pilot tested with a focus group of coastal decision makers to receive feedback and potentially modify the final survey instrument.

- . **Gather and record data:**

Survey participation should be solicited via established CTP listserv and direct email/mail to entities identified by the Offeror. The survey should generate viable responses, which are those who identified themselves as having current or past involvement with training in coastal communities and coastal decision makers.

- . **Data Analysis and Reporting Phase:**

- . **Analyze data**

Organize and analyze survey data. Interpret survey data to identify gaps in regional training efforts and audience needs.

- . **Manage data**

All data should be preserved and presented to the ADCNR-SLD WBNERR upon completion of the project.

Synthesize information and create report

Develop an Executive Summary and accompanying report.

Report should be presented to ADCNR-SLD WBNERR in both digital and printed format.

Contractor(s) acknowledges that all data and information collected, as well as any reports generated, become the property of the ADCNR.

ADCNR reserves the right to award the contract to a Supplier(s) other than the lowest-price vendor, if a higher-priced proposal is the most advantageous to ADCNR as determined by the State of Alabama. Contract(s) must be reviewed and approved by the Chief Procurement Officer, the Contract Review Committee, and the Governor

B. Contract Terms

If any contract is entered into pursuant to this RFP, certain contract terms may include, but are not limited to:

1. **Length of Contract.** ADCNR anticipates entering into a contract with the selected Offeror(s) for the completion of the project, anticipated to last one (1) year. Such contract may be renewed or extended for up to an additional two-year period or longer, not to exceed a total of 5 (five) years as allowed by law and at ADCNR's sole discretion and upon written agreement of parties. ADCNR may terminate or modify a contract(s) at its discretion upon the provision of advance written notice to Offeror.
2. **Insurance.** Maintain and provide, for the duration of the Agreement, satisfactory certificates of insurance coverage and renewals, including but not limited to, properly endorsed comprehensive liability insurance with policy limits acceptable to ADCNR. For each policy, name the ADCNR, its officers, and employees as "additional insureds."
3. **Indemnification.** To the extent authorized by law, the Contractor shall indemnify, save, and hold harmless the State of Alabama, Department of Conservation and Natural Resources, and all their employees, officers, and agents against any and all claims, damages, liability, and court costs, expenses, and attorneys' fees incurred as a result of any act or omission by the Contractor or its employees, agents, or applicable subcontractors.

III. Proposal Submission:

A. Proposed Activities and Approach

The Offeror should identify its proposed implementation methodology to ensure a successful execution of the Scope of Work. Proposals should include a detailed work plan that identifies major activities, deliverables, and timetables. The work plan should describe the roles and responsibilities of the Offeror and proposed role of ADCNR staff.

B. Minimum Experience and Qualifications

ADCNR is seeking responses from qualified Offerors with the proper experience, expertise, and capacity to offer a fully integrated solution for the Scope of Work outlined herein. An Offeror must currently be insured. Proposals should include a description of the firm, its experience with market analysis and needs assessment planning, coordination, implementation, and analysis of collected data to include qualifications and capacity to satisfy the requirements of the RFP.

An Offeror must also include the name, address, e-mail, and telephone number of two (2) references for whom similar

services were in the past five (5) years.

Offeror must disclose any debarment or disqualification as a vendor for any federal, state, or local entity.

C. Cost Proposal

Offerors must provide a clear and comprehensive description of all costs associated with the market analysis and needs assessment plan development, implementation, and analysis of data collected.

Firms must be registered in the State of Alabama Accounting and Resource Systems (STAARS) to receive payment. In order to be listed as a Vendor in STAARS, you must first be registered in Alabama Buys. If you have not registered in Alabama Buys, <https://alabamabuys.gov>, it is recommended that you register your company.

D. Submission Requirements

- 1) ALL SUBMISSIONS MUST BE MAILED IN OR HAND DELIVERED IN A SEALED ENVELOPE WITH THREE (3) SIGNED ORIGINAL HARD COPIES AND AN ELECTRONIC COPY ON A USB DRIVE to the following address:

State Lands Division
Alabama Department of Conservation and Natural Resources
ATT: Office of the State Lands Director
64 North Union Street, Suite 464
Montgomery, Alabama 36130
(36104 if by overnight courier)

- 2) Each proposal submission shall consist of:

- i. Cover Letter of Interest.
 - ii. Proposed activities and approach to execute the Scope of Work: a detailed description of proposed methodologies, timeline and processes, to accomplish the work. An Offeror must describe ability (or lack thereof ability as an *exception*) to perform each category of service specified in the Scope of Work. The proposal should describe the roles and responsibilities of the Offeror and proposed role of ADCNR staff.
 - iii. Minimum Experience and Qualifications: a narrative that addresses the firm and team background and organization, examples of related projects within the past three (3) years, and other supporting documentation. Offeror must include three (3) references.
 - iv. Cost Proposal: The firm's cost proposal, providing a clear and comprehensive understanding of all costs associated with the proposed solution, and itemizing costs.
 - v. Additional Required Supporting Documentation:
 - a) Vendor Disclosure Statement: Disclosure Statement [AL Vendor Disclosure Statement.pdf](#)
 - b) E-Verify Memorandum of Understanding
 - c) Certificate of Compliance [Certificate of Compliance.pdf](#)
https://alison-file.legislature.state.al.us/pdfdocs/joint/contract_review/Certificate_of_Compliance.pdf
 - d) W-9
- 3) The *Cover Letter* shall be no more than 2 standard letter-size pages, text size no smaller than size 12 font, and shall clearly indicate the name, title, email address, and telephone number of the submitting entity's primary contact.

- 4) If more than one entity is responding to this RFP under a single proposal, the *Statement of Qualifications* shall list all entities that are part of the proposal and/or will perform services pursuant to Scope of Work.
- 5) **Proposals should be limited to no more than 30 pages total.**

E. Submittal and Deadline

It is the sole responsibility of the Offeror to ensure actual delivery of its submission by the deadline.

IV. Criteria for Evaluation

Proposals will be evaluated by an evaluation committee. Selection will be based upon all factors listed and will represent the best performance and most reasonable costs as determined by ADCNR. ADCNR reserves the right to award the contract to an Offeror(s) other than the lowest cost Offeror, if a higher cost proposal is the most advantageous for the State as determined by ADCNR. Oral presentations and interviews may be required at ADCNR's discretion as part of the evaluation process. The following factors serve as the selection criteria:

- A. Ability to develop written market analysis and needs assessment plans – 10%**
Evidence of ability and willingness to provide necessary oversight, expertise, labor, materials, equipment, etc., to develop written market analysis and needs assessment plans in consultation with ADCNR staff.
- B. Responsiveness - 25%**
The responsiveness of the proposal in clearly stating and understanding the services to be provided in accordance with ADCNR needs and objectives.
- C. Ability to implement market analysis and needs assessment data collection and analysis and compile written report of findings. – 30%**
Evidence of ability and willingness to provide necessary oversight, labor, materials, equipment, etc., to perform services (and address any associated on-the-ground issues) on a regional basis with consideration given to proposals that demonstrate experience providing similar social science services.
- D. Market analysis/needs assessment experience – 25%**
Experience in effectively performing market analyses and needs assessments of training programs with consideration given to proposals that demonstrate experience involving evaluation of professional development training programs.
- E. Cost of market analysis and needs assessment plan implementation - 10%**
This factor shall be judged by reasonableness in relation to the merits of the proposal.

V. Miscellaneous:

A. Reservations

1) Authority:

This process is only for the benefit of ADCNR and is to provide ADCNR with competitive information to assist it in the process of selecting a vendor. All decisions on compliance, evaluation, terms, and conditions related to the RFP will be made solely at the discretion of the State of Alabama.

2) Disclaimers:

ADCNR reserves the right to award to multiple Vendors; to award by item, groups of items; to divide the award; to

reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of ADCNR and the State of Alabama will be served. ADCNR may seek clarification of the proposal from Vendor at any time, and failure of the Vendor to timely respond may be cause for rejection. Clarification is not an opportunity to change the proposal. The submission of a proposal confers on Vendor no right of selection or to a subsequent contract. This process is for the benefit of ADCNR only and is to provide ADCNR with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made at the sole discretion of the State of Alabama and made to favor the State of Alabama.

3) Questions/Requests for Clarifications:

Written questions or comments regarding this RFP must be submitted via electronic mail message to Johanna.Gertsch@dcnr.alabama.gov by **12:00pm (NOON)** on **July 2, 2026**. Offeror(s) understands and agrees that he/she has an affirmative duty to inquire and seek clarification regarding anything in this RFP that appears to be unclear.

4) Alterations:

ADCNR reserves the right to revise this RFP, to alter any deadlines or revise any part of this RFP by issuing an addendum to same. Addenda, if any, will be posted to the STAARS website at <https://procurement.staars.alabama.gov>. It is the responsibility of the Offeror to check the website for addenda to the RFP, if any.

5) Waiver of Administrative Informalities:

The State of Alabama reserves the right to reject or accept any and all proposals and to waive any informality in any proposal. The best interests of ADCNR shall be considered the determining factor in selecting or not selecting an Offeror.

6) Proposal Rejection/RFP Cancellation:

Issuance of this RFP in no way constitutes a commitment by ADCNR to award a contract. ADCNR reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in ADCNR's best interest. ADCNR also reserves the right to withdraw this RFP at any time or terminate the contract resulting from this RFP with advance notice without penalty. ADCNR reserves the right to cancel the contract for any reason by providing 30 days' written notice to Offeror.

7) Changes and/or Withdrawal of Proposal:

An Offeror may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the Offeror must be e-mailed to the addresses referenced herein. No additions or changes to an original proposal will be allowed unless specifically requested in writing and e-mailed to the addresses referenced herein by the authorized representative of the Offeror.

8) Errors and Omissions in Proposal:

ADCNR reserves the right to make corrections or amendments due to errors identified in proposals by ADCNR or by the Offeror. ADCNR, at its discretion, has the right to request clarification or additional information from the Offeror.

9) Compliance with Laws:

Offerors acknowledge and agree to comply with all applicable State regulations and laws, Federal regulations and laws, and ADCNR policies, guidelines, and standards.

10) Protest Period:

A Notice of Intent to Award to the vendor(s) selected will be issued. Qualified Offerors aggrieved in connection with the solicitation of a contract may protest to the Chief Procurement Officer, State of Alabama Department of Finance Administrative Code Regulations at [administrative-code-355-4-1-01-thru-06.pdf](#) (alabama.gov).

B. Required State Clauses:

1) Open Trade:

In compliance with Act 2016-312, the RECIPIENT hereby certifies 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 can enjoy open trade. In compliance with Ala. Act No. 2023-409, by signing this Agreement, the RECIPIENT provides written verification that the RECIPIENT, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.

2) Immigration:

By submitting a proposal, the Offeror represents that he/she and the business entity he/she represents is not in violation of federal immigration law and has not knowingly employed, hired for employment, or continues to employ an unauthorized alien within the State of Alabama.

3) Non-Commitment of Funds:

Any contract(s) that may be entered into related to this proposed project is/are subject to the availability of funds and/or the needs of the ADCNR. Therefore ADCNR, at its sole discretion, may or may not issue a final contract or contracts as a result of this RFP. Further, even in the event an initial selection is made by ADCNR, no selection is final until full execution of a written agreement detailing an agreed-upon scope of work. If ADCNR deems, at its sole discretion, that a satisfactory agreement cannot be reached in accordance with an initial selection, ADCNR reserves the right to proceed with efforts to make another selection based upon proposals submitted pursuant to this RFP.

4) Submittals as a Public Record:

All proposals submitted to the ADCNR pursuant to this RFP will be retained and are subject to disclosure under Alabama’s Open Records laws.

5) Not a Debt of the State:

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void.

6) Alternative Dispute Resolution:

In the event of any dispute between the Offeror and a party, 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 RFP, and any ensuing 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.

7) Agency Language:

Offeror acknowledges and agrees that it is not an agent of the State, but rather is an independent entity from the State and nothing in this contract creates an agency relationship between the parties.

8) Not Entitled to Merit System:

Offeror understands and agrees that it is not hereby entitled to any benefits of the Alabama State Merit System.

9) Indemnification and Limitation of Liability:

To the extent authorized by law, the selected Offeror shall indemnify, save, and hold harmless the State of Alabama, Department of Conservation and Natural Resources, the Forever Wild Land Trust Board of Trustees, and all their employees, officers, and agents against any and all claims, damages, liability, and court costs, expenses, and attorneys' fees incurred as a result of any act or omission by the Contractor or its employees, agents, or applicable subcontractors.

10) Choice of Law; Jurisdiction and Venue:

This RFP and related documents shall be governed by and construed in accordance the laws of the State of Alabama. Venue for any actions arising under this RFP shall vest exclusively in courts located in the United States District Court for the Middle District of Alabama or in sitting in Montgomery County. The Offeror hereby submits to the exclusive personal jurisdiction and venue of the aforementioned courts and agrees that it will not assert lack of personal jurisdiction or improper venue as a defense to any such action.

11) Conflict of Interest:

Offeror represents and warrants that it is not aware of any actual or potential conflict of interest in providing the services to State Lands under any resulting contract.

Questions and Responses to questions will be posted at <https://procurement.staars.alabama.gov>.

Disclaimer:

This RFP does not constitute or guarantee a subsequent offer to contract. Rather, this RFP seeks the receipt of submissions from qualified and duly licensed respondents with which ADCNR may use to form the basis for the negotiation of a contract(s) at its sole discretion. The State of Alabama reserves the right to reject any or all submissions, to award no contract or to award a contract to one or more selected entities, and to solicit additional information through the RFP process if that is determined to be in the best interests of ADCNR and the State of Alabama. The judgment of the State of Alabama on all matters involving this RFP shall be final.



State of Alabama Disclosure Statement

Required by Article 3B of Chapter 16 of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under penalty of perjury (in the jurisdiction in which it is executed) that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a person who knowingly violates this article shall be subject to civil penalty in an amount of ten thousand dollars (\$10,000), or 10 percent of the amount of the contract, whichever is less, to be deposited in the State General Fund. Also, the contract or grant shall be voidable by the awarding agency.

Authorized Signatory _____ Date _____ Jurisdiction in which this Disclosure Statement is executed _____

The disclosure statement is required to be completed and filed with grant proposals in excess of \$25,000 and contracts that meet or exceed the threshold for bid or other formal solicitations under Article 5 of Chapter 4 of Title 41 or any other law that requires formal solicitation procedures for awarding public contracts.

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 or Department or other 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. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, 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, 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. 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: _____

Print Name of Witness