

Request for Proposal (RFP)
RFP ALSDE 2026-05
Alabama State Department of Education,
Special Education Services

Alabama State Department of Education



Request for Proposal

RFP ALSDE 2026-05

MEDIATOR

Alabama State Department of Education

Special Education Services

Inquiries related to this RFP are to be emailed to:

Cindy Gillespie
Office of Operations
Alabama State Department of Education
Email: rfpproposals@alsde.edu

Deadline: NEW ELECTRONIC PROCEDURES FOR SUBMISSION

Proposals must be received no later than 4:00 p.m. on February 25, 2026.

**It is required that each supplier clearly note the RFP Number & Supplier Name in the subject line
and email to: rfpproposals@alsde.edu**

The proposal package must contain the following and be submitted electronically.

1. The proposal must be signed by an official authorized to legally bind the supplier to the information provided.
2. Must be currently registered with the Alabama Department of Finance, Division of Procurement as a State Supplier and provide supplier number. [Division of Procurement](#)
3. The supplier must complete the affidavit for business entity/employer/supplier. Verification of enrollment in E-verify shall be presented on the form found in Appendix A.

Suppliers who have been suspended, non-renewed, or dismissed in Alabama and/or other states or territories for dispute resolution work (e.g., hearing officer, mediator, IEP facilitator) in the past 10 years are not eligible for selection and cannot apply.

**Pursuant to Alabama Administrative Code (AAC) Rule 355-4-3.03(12), proposal openings are not open
to the public**

Request for Proposal (RFP)
RFP ALSDE 2026-05
Alabama State Department of Education,
Special Education Services

Table of Contents

Section 1.00 Administrative Overview

- 1.1 Purpose and Background
- 1.2 Anticipated Timetable
- 1.3 Proposal Evaluation
- 1.4 Conditions and Terms

Section 2.00 Scope

- 2.1 Scope of Supplier's Work and Responsibilities
- 2.2 Scope of ALSDE Work and Responsibilities

Section 3.00 General Requirements

- 3.1 Requirements of Proposal

Section 4.00 General Terms and Conditions

- 4.1 Governance
- 4.2 Immigration
- 4.3 Conflict of Interest
- 4.4 Discrimination
- 4.5 Artificial Intelligence (AI) Systems

Request for Proposal (RFP)
RFP ALSDE 2026-05
Alabama State Department of Education,
Special Education Services

Section 1.00 Administrative Overview

1.1 Purpose and Background

Purpose:

The Alabama State Department of Education (ALSDE) is seeking proposals from eligible applicants to contract as independent mediators for special education dispute resolution under Part B of the *Individuals with Disabilities Education Act* (IDEA). The ALSDE will maintain a list of individuals who are qualified mediators, who are also knowledgeable in laws and regulations relating to the provision of special education and related services. Qualified mediators may also be called on to mediate cases for students who are gifted and talented.

Background:

The ALSDE requires qualified and impartial mediators who are knowledgeable in laws and regulations relating to the provision of special education and related services; and gifted services as appropriate. Mediators are expected to demonstrate integrity, impartiality, and professional competence.

Those eligible to apply must:

- Possess at least a master's degree from an accredited institution.
- Understand the provisions of the IDEA and state regulations pertaining to the IDEA.
- Possess the knowledge and ability to conduct mediation sessions in accordance with appropriate, standard practice, having completed a 20-hour mediation training program (including at least 2 hours of Alabama mediator ethics) or be willing to participate in a 20-hour ALSDE sponsored mediation training including mediator ethics, when the training is available, and gain relevant practice and experience.
- Possess the writing and/or technical skills to complete mediation agreements.
- Not be a person who is an employee of the ALSDE, or an employee or board member of an LEA in the state of Alabama.
- Not be a person who has a personal or professional interest that would conflict with his or her objectivity.
- If licensed to practice law, must be in good standing and provide a certificate of good standing for all bars for which he/she is a member.
- If licensed to practice law, not be an attorney who has represented parties in any IDEA dispute, educational dispute, student discipline, and/or student activity in the five years preceding the proposal submission deadline and must not do so while serving as an IDEA mediator.
- If licensed to practice law, and a member of a firm, the attorney must apply in his/her individual capacity, not as a member of the firm, and must not use the resources of the firm in the performance of the supplier's work and responsibilities under this RFP.
- Have a primary or secondary residence in the State of Alabama that can serve as base for travel purposes.

(Note: Travel per diem according to state rules and regulations will be paid for participating in the mediator training. The 20-hour basic mediation training will be provided when available. Training availability could delay the process of becoming a qualified mediator and being placed on the ALSDE mediator roster.)

Preference may be given to:

- Individuals with a degree in special education or a related field, and/or five years of special education experience in a leadership role.
and/or
- Individuals who are registered on the Alabama Center for Dispute Resolution mediator roster.

Request for Proposal (RFP)
RFP ALSDE 2026-05
Alabama State Department of Education,
Special Education Services

Compensation is based upon the following fee schedule, which is subject to periodic revision:

Professional Fees	
Assignment (includes compensation for assignment duties such as opening case, scheduling, preparation, and pre-mediation activities)	\$360.00
Initial mediation session (if completed)	\$1,200.00
For same-day cancellations or additional mediation session(s): \$150.00 per hour, with required time tracking log	
Travel to and from mediation: \$50.00 per hour, with required time tracking log	
	(Average fee per case) (\$1,700.00)
Professional development fee for mandatory trainings: \$100.00 per hour	

Payment for travel follows state and federal guidelines.

There is a \$2,400.00 reimbursement cap on professional fees for each assigned case (travel per diem and other costs, such as postal fees, are not included in the professional fee cap).

A mediator will not receive payment in excess of \$2,400.00 for his or her professional fees for an assigned case unless extraordinary circumstances exist with regard to a particular case.

A mediator may request an exception to the cap citing the rational for the existence of extraordinary circumstances.

The ALSDE will provide oversight/approval of invoices to ensure their integrity and to identify professional development needs for an individual mediator and the cadre.

1.2 Time Table

February 12, 2026, 3:00PM CMT Question Submission Deadline

February 13, 2026, 5:00PM CMT Question Responses Due

February 25, 2026 4:00PM CMT Proposal Submission Deadline

NOTE: All Questions must be emailed to rfpqanda@alsde.edu by the deadline noted above. All Q & A will be posted in STAARS and on the Alabama Achieves website Alabama State Department of Education - Alabama Achieves - ALSDE on the designated date noted above.

1.3 Proposal Evaluation

An Evaluation Team will review the proposals and make a recommendation. The criteria listed below will be used to evaluate the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFP. This RFP may be awarded to multiple suppliers.

Proposal Evaluation Criteria:

- 50% Description of how supplier will fulfill work and responsibilities.
- 50% Supplier qualifications and experience.

Request for Proposal (RFP)
RFP ALSDE 2026-05
Alabama State Department of Education,
Special Education Services

Additional factors and considerations:

- Geographic distribution of suppliers may affect award selections.
- Supplier must provide Certificates of Good Standing for all Bars for which the supplier is a member at the time of the submission of the proposal or a subsequent date set by the ALSDE.
- Previous billing practices and cost effectiveness (when available) will be considered as part of the overall evaluation process.
- Past performance (when available, including but not limited to mandatory remediation and suspensions) will be considered as part of the overall evaluation process.
- Suppliers who have been suspended, non-renewed, or dismissed in Alabama and/or other states or territories for dispute resolution work (e.g., hearing officer, mediator, IEP facilitator) in the past 10 years are not eligible for selection and cannot apply.

Termination/Discharge/Resignation.

Each Supplier must respond to the following questions:

1. Have you ever been involuntarily terminated, discharged, compelled to resign, resigned while disciplinary action was pending, or resigned in lieu of termination from any employment position whether full-time, part-time, permanent, contractual, or otherwise?
2. If you answered, yes to question #1 provide an explanation, noting any mitigating or extenuating circumstances.

Best and Final Offers:

The ALSDE may either accept a supplier's initial proposal by award of a contract or enter into discussions with suppliers whose proposals are deemed to be reasonably acceptable of consideration for award. After discussions conclude, a supplier may be allowed to submit a "Best and Final Offer" for consideration in a manner and method prescribed by the ALSDE. By submitting a proposal each supplier accepts and agrees to all conditions and requirements herein.

The ALSDE will make all decisions regarding evaluation of the proposal. The ALSDE reserves the right to judge and determine whether a request is compliant with and satisfactorily meets the requirements of the RFP. The ALSDE reserves the right to waive technical and other defects if, in its judgment, the interest of the ALSDE so requires. Any further information disclosed about the RFP during this process will be provided to all suppliers in a manner and method prescribed by the ALSDE.

Rejection of Proposal:

ALSDE reserves the right to reject any or all proposals it deems non-responsive, late in submission, or unsatisfactory in any way. ALSDE shall have no obligation to award a contract for work, goods and/or services as a result of this RFP.

Qualified bidders aggrieved in connection with the solicitation of a contract may protest to the Chief Procurement Officer. See generally State of Alabama Department of Finance Administrative Code Regulations at Administrative Code Regulations.

Confidentiality:

All information contained in the RFP is considered to be the exclusive property of the ALSDE. Recipients of this RFP are not to disclose any information contained within the RFP unless such information is publicly available. This RFP is provided for the sole purpose of allowing suppliers to respond to these specifications.

Request for Proposal (RFP)
RFP ALSDE 2026-05
Alabama State Department of Education,
Special Education Services

Selection Process:

The ALSDE will select the supplier that provides the most technically sound and cost-effective proposal that best fits the needs of the ALSDE. Final selection of the successful supplier will not be based solely on cost. The supplier product will be evaluated primarily on the scope of the activities linked to associated costs as detailed in the RFP. RFPs will be reviewed to ascertain that minimum requirements have been met. The ALSDE reserves the right to conduct discussions with potential suppliers in order to clarify information contained in their proposals, but the ALSDE has no obligation to do so. This may include requesting a presentation of top finalists for final scoring. The supplier will provide notice to the ALSDE of any partnership with another firm to provide parts of the solution; however, the supplier must provide management of the partner and is responsible for all project performance. Any subcontractor or partner will be subject to the same vetting process as the supplier, and the supplier is responsible for ensuring that each subcontractor acknowledges and is contractually bound by the staffing plan and other commitments listed in this RFP.

Unless provided by law, nothing in this RFP shall be construed to create any legal obligation on the part of the ALSDE or any respondents. The ALSDE reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue the RFP in whole or in part, at any stage. In no event shall the ALSDE be liable to respondents for any cost or damages incurred in connection with the RFP process, including, but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from the ALSDE for any costs, expenses, or fees related to the RFP. All supporting documentation submitted in response to the RFP will become the property of the ALSDE. Respondents may also withdraw their interest in the RFP, in writing, at any time, as more information becomes known. If, within the confines of this RFP, the contents of the RFP, including any intellectual property the supplier provides to the ALSDE as part of the RFP, is subject to Open Records Act laws and thus is subsequently in the public domain.

This RFP may be awarded to multiple suppliers.

Intent to Award

Division of Procurement will send out an intent to award to participating suppliers, defining the protest period. The CPO (Chief Procurement Officer) is the awarding authority and as such is a signatory on the agreement/contract.

Disclaimer Notice:

The ALSDE shall not be liable for any costs associated with the preparation of proposals or negotiations of a contract incurred by any party.

Availability of Funds:

It is expressly understood and agreed that the obligations of the ALSDE to proceed are conditioned upon the continued availability of funds that may be expended for these purposes.

1.4 Conditions and Terms

Contract Terms:

The ALSDE intends to execute an initial contract with Contractor for a period of up to two (2) years, with contract renewals equaling no longer than three (3) additional years, pending written agreement of the supplier and ALSDE dependent upon required state approvals, availability of funds, performance evaluations of the project and evaluation of the supplier's performance of the scope of work in section 2.1 of the RFP, at the full discretion of the ALSDE. The contract will commence pending CPO signature, Legislative Review Committee

Request for Proposal (RFP)
RFP ALSDE 2026-05
Alabama State Department of Education,
Special Education Services

approval, and the Governor's signature. Each contract renewal will be presented to the Legislative Oversight Committee for approval.

The supplier shall be fully prepared to commence work after full execution of the contract by parties and the receipt of required governmental approvals.

Proposals must reference each element in the RFP by number on the cover of each copy and be arranged in the same sequence. All fees and costs are to be stated in United States currency. Suppliers must reply to each element of the RFP.

Section 2.00 Scope

2.1 Scope of Supplier's Work and Responsibilities

Mediators will be assigned on an impartial basis. Contracted mediators must follow the procedures outlined in the IDEA and the standards set by the ALSDE. Failure to comply with the IDEA or standards set by the ALSDE may be the basis for removal from the ALSDE list of mediators. Work as a mediator on this contract is sporadic and not guaranteed.

Specific responsibilities of the qualified mediators include:

- Stay informed of, and abide by all statutes, rules, and administrative orders relevant to mediation.
- Provide services in compliance with but not limited to the IDEA, 20 U.S.C. § 1400 (2004); Code of Federal Regulations, 34 C.F.R. § 300; and the AAC, Chapter 290-8-9.
- Maintain good character and report in writing to the ALSDE a conviction of a felony or misdemeanor within 14 days of such conviction and, for mediators licensed to practice law, a change in Bar licensing status.
- Disclose any personal or professional interest that would conflict with objectivity.
- Engage in educational activities that promote professional growth and attend mandatory training (including the successful completion of a 20-hour mediation training program, including at least two (2) hours of Alabama mediator ethics).
- Demonstrate integrity, impartiality, and professional competence.
- Notify the ALSDE within 24 hours of assignment if unable to accept the assignment due to conflict of interest, the case being beyond the mediator's competence, unavailability, or any other reason.
- Schedule mediation sessions in a timely manner, in a location that is convenient for the parties to the dispute.
- Assist the parties in identifying issues; facilitate communication; focus the disputing parties on their interests; maximize the exploration of alternatives; and help parties reach voluntary agreements. (*Alabama Code of Ethics for Mediators*, Adopted by Order of the Supreme Court of Alabama, December 14, 1995, and effective on March 1, 1996, including amendments received through June 1, 1997, and May 1, 2015).
- Maintain the confidentiality of all information obtained in mediation.
- When appropriate, assist the parties in executing a legally binding written agreement setting forth the terms of the resolution.
- Communicate with parties to the case, the ALSDE employees, due process hearing officers, and other relevant individuals.
- Comply with the ALSDE mediation policies and procedures, including providing case updates and completing and submitting required paperwork in a timely manner.

Request for Proposal (RFP)
RFP ALSDE 2026-05
Alabama State Department of Education,
Special Education Services

2.2 Scope of Alabama State Department of Education's Work and Responsibilities

Specific responsibilities of the ALSDE include:

- Maintain a list of individuals who are qualified mediators, and knowledgeable in laws and regulations relating to the provision of special education and related services.
- Assign mediators from the list of qualified mediators on an impartial basis.
- Bear the cost of the mediation process.
- Maintain comprehensive tracking and filing regarding each mediation to include, but not limited to, assignment and status.
- Provide professional development for independent IDEA mediators.
- Provide an annual review of the independent IDEA mediator work and responsibilities.
- Provide payment to mediator, according to state rules and regulations, upon receipt of an approvable signed claim.

Section 3.00 General Requirements

3.1 Requirements of Proposal

The supplier must provide the following mandatory information. **Failure to provide this information may be cause for the proposal to be rejected.** Qualifications, experience, and cost will be evaluated for contract award. The proposal may be submitted under the same cover with Supplier Requirements and Cost Proposal in two distinct sections. E-verify information is required to be submitted for all employees to include contractors of the suppliers if necessary and applicable.

Part I

Signed Cover Letter:

The cover letter shall serve as the first page of the supplier's proposal. The supplier shall complete the cover letter and attach it to the proposal in response to the RFP. The cover letter must be signed by an official authorized to legally bind the supplier. It will state that the supplier is a legal entity that will meet the specifications. The cover letter must accompany the submitted proposal. The letter accompanying the proposal must have original signatures and must include contact numbers and e-mail addresses for the authorized official signing the letters.

Part II

Supplier Qualification and Experience:

Supplier shall provide satisfactory evidence of the supplier's capability to coordinate the types of activities and to provide the services described in the RFP in a timely manner. Special attention should be given to the discussion of qualifications. The discussion shall include a description of the supplier's background and relevant experience as related to the required activities in the RFP.

Qualifications

Examples of qualifications include certification in teaching or educational administration; inclusion on the Alabama Center for Dispute Resolution mediator roster; specialized certifications or endorsements; advanced training in mediation, alternative dispute resolution, or facilitation; an earned doctorate; and membership in relevant professional organizations.

Request for Proposal (RFP)
RFP ALSDE 2026-05
Alabama State Department of Education,
Special Education Services

Experience

Examples of experience include years spent working as a special education teacher, administrator in special education, mediator, or in a related profession.

Part III

Supplier shall provide a detailed plan describing how the services will be performed to meet the requirements of the RFP. The description shall encompass the requirements of this RFP. The response must be prepared and organized in a clear and concise manner that is easily understandable.

Supplier Organization:

Describe your organizational structure and explain how your organization qualifies to be responsive to the requirements of this RFP.

References:

The supplier shall provide a minimum of three (3) references that can support and validate training and/or projects and outcomes, including names or persons who may be contacted, position of person, addresses, and phone numbers where similar training and/or projects to that described in this RFP have been conducted.

If the supplier has worked as a mediator in other states or territories within the past ten years, the list of references provided must include the mediator's supervisor or the individual directly responsible for overseeing the hearing officer or their function.

Executive Summary:

An executive summary is required. This summary will condense and highlight the contents of the supplier's proposal.

Part IV

Subcontractor Disclosure:

If the execution of work to be performed requires hiring Subcontractors, **you must clearly state this in the proposal and provide qualification for such individuals.** Subcontractors must be identified and the services they will provide or work they will perform must be clearly defined. The ALSDE will not refuse a proposal based upon use of a Subcontractor; however, the ALSDE reserves the right to refuse the Subcontractor a supplier selects. Supplier and associated personnel shall remain solely responsible for the performance of all work, including work that may be subcontracted.

A supplier must describe its rationale for utilizing Subcontractors including relevant past experience partnering with stated Subcontractor(s). Providing documents for E-verification of subcontractors is the sole responsibility of the Contractor and must be available upon request to ensure compliance.

Subcontractors may not be employees/agents of the ALSDE or LEA, nor any entity or agency receiving education trust funds.

Request for Proposal (RFP)
RFP ALSDE 2026-05
Alabama State Department of Education,
Special Education Services

Section 4.00 General Terms and Conditions

4.1 Governance

This RFP and its terms shall be governed and construed according to the laws of the state of Alabama. Any dispute arising out of this RFP shall be brought in the state of Alabama, with venue in Montgomery County, Alabama. Suppliers agree to comply with all applicable federal and state laws and regulations.

Per the current FPPM (Fiscal Policy and Procedures Manual): Non-appropriation and Proration (Section 41-4-144(c)).

<https://comptroller.alabama.gov/fiscal-policy-procedures/>

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended."

4.2 Immigration

The proposal must contain a statement that the supplier is aware of and in compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act; a statement that the supplier is enrolled in the E-Verify as required by Section 31-13-9 (b), Code of Alabama 1975, as amended:

BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

COMPLIANCE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (31-13-1 et seq, Code of Alabama, 1975 as amended by Act 2012-491) regulates illegal immigration in the state of Alabama. All contracts with the State or any political subdivision thereof must fully comply with each provision as provided by law.

A proposal must include a statement that the supplier has knowledge of this law and is in compliance. Before a contract is signed, the supplier awarded the contract must submit a Certificate of Compliance using the form at Appendix A. E-Verify enrollment can be accomplished at the website of the United States Department of Homeland Security at [U.S. Department of Homeland Security](https://www.dhs.gov/u-s-department-homeland-security).

See Section 10 for additional language required by Section 10(k) of the Act to be included in the contract.

Rev.5-24-13

Request for Proposal (RFP)
RFP ALSDE 2026-05
Alabama State Department of Education,
Special Education Services

4.3 Conflict of Interest

The supplier attests that no employee, officer, or agent of the supplier shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest may be involved. A conflict would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in the organization selected for an award. The officers, employees, and agents of the supplier, if selected as the career planning system supplier, shall neither award nor offer gratuities, favors, nor anything of monetary value from suppliers or subcontractors.

4.4 Discrimination

Alabama Non-Discrimination Statement:

No person shall be denied employment, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity on the basis of disability, gender, race, religion, national origin, color, age, genetic information, or any other category protected under the law. Ref: Sec. 1983, Civil Rights Act, 42 U.S.C.; Title VI and VII, Civil Rights Act of 1964; Rehabilitation Act of 1973, Sec. 504; Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008; Equal Pay Act of 1963; Title IX of the Education Amendment of 1972; Title II of the Genetic Information Nondiscrimination Act of 2008. Title IX Coordinator, P.O. Box 302101, Montgomery, Alabama 36130-2101 or call (334) 694-4717.

4.5 Artificial Intelligence (AI) Systems

AI Model Development and Use Attestation:

The proposal shall include a written statement attesting to the following:

- a. Pretrained AI System: The AI System to be provided in the performance of this RFP has been pretrained.
- b. Responsibility in AI System Development: The supplier used all responsible measures necessary during the development of the AI System to be provided in the performance of this RFP.
- c. Human-in-the-Loop AI System Training: A human-in-the-loop approach was used, wherever possible, in training the AI System, ensuring human oversight and intervention were integral parts to the AI System training process.
- d. Unbiased Data Selection and Algorithm Development: The process of data selection for AI System training was conducted in an unbiased manner, wherever possible, adhering to the principles of fairness and non-discrimination.
- e. Expected Outcomes: The results produced by the AI System met the expected outcomes as identified and defined by the supplier.

The supplier further attests and agrees that any violation of this subsection will be considered a material breach of this RFP, and may result in its termination, legal action, or both, at the sole discretion of the ALSDE. If the supplier's software solution does not use, contain or incorporate Artificial Intelligence (AI), the proposal shall include a written statement attesting that the software solution does not use, contain, or incorporate any AI.

Request for Proposal (RFP)
RFP ALSDE 2026-05
Alabama State Department of Education,
Special Education Services

APPENDIX "A"

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