

## RFP 24-1900 Micro Market Services

Issued: June 11, 2024

Due on or Before: June 25, 2024, 1:00 PM (CT)

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### GADSDEN STATE COMMUNITY COLLEGE

*Purchasing Department*

P. O. Box 227 • Gadsden, Alabama 35902-0227 • [www.gadsdenstate.edu](http://www.gadsdenstate.edu)

#### **Purpose**

Gadsden State Community College (College) is soliciting proposals from qualified Operators to install and operate Micro Markets across various College campuses.

NOTE: The College currently utilizes vending services in a majority of its campus buildings. These vending services include snack food and beverage items. There are currently 21 drink and 16 snack vending machines located across all campuses.

#### **Background**

The College offers an array of associate degree and certificate programs. Students may enroll in classes at any of the College's five locations in Northeast Alabama. For more information about the College visit [www.gadsdenstate.edu](http://www.gadsdenstate.edu).

#### **Scope of Work/Performance**

The College is seeking to establish the operation of a Micro Market to offer prepared food and beverages for sale within certain locations at the Ayers, Cherokee, East Broad, and Valley Street campuses.

The amount of space, number of Micro Markets, and locations shall be negotiated between the College and Operator.

The Micro Market will be open for business during the College's regular business hours, must be monitored by video surveillance 24 hours a day 7 days per week at the Operators expense, and must allow for a self-checkout kiosk with cashless payments system and pay by debit or credit card.

The Operator agrees that the College will not provide any assistance to the Operator to recover lost revenue due to theft.

The Operator will furnish, at the Operator's expense, all necessary trade fixtures, equipment, food, and personnel required for the installation and operation of all Micro Markets. The installation of new equipment is preferred; however, used Micro Market equipment may be used, providing it is in 100% working condition, able to display products properly and aesthetically, and is appropriate for commercial use in a public facility.

The Operator must provide freshly prepared sandwiches and salads, fresh produce, hot and cold coffee, tea, soft drinks, and water. **Buffalo Rock has exclusive snack and soft drink (Pepsi) vending rights. Micro Market offerings cannot be in competition with Buffalo Rock's snack and drink vending offerings.**

The Operator must supply all related condiments and plastic utensils.

The Micro Market must be a self-service market and must consist of refrigerated coolers with glass doors, open shelves, food displays, coffee and tea stations, microwave ovens and other necessary equipment.

The Operator must provide high quality fresh merchandise. All food products must be removed from the Micro Market on the date that their freshness expires according to the manufactures' freshness date stamped on the package. If possible, the Operator will rotate and introduce new products bi-monthly.

The Operator is responsible for regularly monitoring stock levels of all items at all locations, and for restocking the Micro Market bi-weekly or more frequently.

The Operator agrees that the College has the right to determine whether the Operator's food is of satisfactory quality, whether sufficient variety is being offered, and to request specific products to be available at each Micro Market.

The prices the Operator shall offer products for sale shall be fair and competitive at which similar products are sold.

The Operator will own and will be responsible for all service, maintenance, and repair of its Micro Market coolers, freezers, microwaves, coffee brewers, and other Operator owned equipment.

The Operator is responsible for reporting equipment breakdown to the College. The Operator agrees that, if maintenance is necessary because of the breakdown of equipment 3 or more times during a 6-month period of time, new equipment will be installed within 30 days of the third breakdown.

Upon mutual agreement of the College and Operator, the Operator must add or replace equipment, coolers, freezers, coffee brewers, and other Operator owned equipment.

The Operator agrees that the College must agree to the relocation, exchange, or removal of Micro Market equipment.

The College will not be responsible for providing any hardware, tools, labor, or other incidentals other than access to water, electricity, and electrical outlets.

### **Deliverables**

The Operator agrees to pay the College commission based on the percentage offered in the Operators proposal or any negotiated commission percentage. Commission payments are based on the percentage of gross sales from all Micro Markets and must be made to the College on or before the 10<sup>th</sup> of each month. Evidence of gross sales must accompany all commission payments. The Operator agrees that commission payments not received on or before the 10<sup>th</sup> will be subject to a penalty of 1.5% calculated on the previous month's sales. The College reserves the right to cancel this contract for nonpayment of commission by the 10<sup>th</sup> of each month.

The Operator will provide monthly to the College's Business Service Analyst, sales and commission reports containing the following information:

- Campus Name
- Building and Floor Location of Micro Market
- Total Sales
- Total Revenue
- Total Gross Sales
- Commission Paid Monthly and Year-to-Date
- Service Logs

The Operator will remove materials caused by stocking and/or maintaining the Mirco Market, and if the Operator fails to remove materials, the Operator agrees to pay the College all costs, charges, and/or expenses associated with such removal.

The Operator will be responsible for refunding money to customers who have lost money at any Micro Market location. The College will not be responsible or involved regarding refunds. A refund methodology must accompany the Operator's proposal.

The Operator must conduct background checks for persons to perform work on this Contract. Before hiring an individual with a felony conviction or crime of moral turpitude, the Operator must provide the resulting information to the College for approval.

### **Contract Period**

The College intends to award a commission-based contract to a sole Operator and establish a 12-month contract to renew automatically for a second and third 12-month period. Commission adjustments may be considered during any contract extension period.

Subcontractors may be used to perform work under this contract. If the Operator intends to use subcontractors, the Operator must identify in its proposal the names of the subcontractors and the portion of work the subcontractors will perform. If the proposal with a subcontractor is selected, the Operator must provide evidence that the subcontractor holds a valid Alabama business license.

### **Requests for Clarification**

Offerors desiring further information or interpretation of the scope of work or RFP requirements must make requests in writing to Kim Carter, Director of Purchasing, 1001 George Wallace Drive, Gadsden, AL 35903 or by email to [purchasing@gadsdenstate.edu](mailto:purchasing@gadsdenstate.edu), at least seven (7) calendar days prior to proposal submission deadline. Answers to such requests will be posted at <https://www.gadsdenstate.edu/operating-financial-data.cms>.

### **Proposal Submission**

An original hard copy of the proposal plus one in USB format of the proposal must be mailed or hand-delivered in a sealed envelope, marked with the RFP name and number listed on the outside envelope to the address provided herein. Proposals submitted after the due date and time will not be considered.

Include in your proposal:

1. A brief description of your company and any parent company
2. Names, job titles, and descriptions of duties of proposed key personnel who would have responsibility for the scope of work
3. A list of at least 3 current accounts of similar scope and size to the College, account point of contact information, account location, and length of contract
4. Locations of office(s) that would service this contract
5. List of subcontractor(s) and the portion of work the subcontractor(s) would perform
6. Refund methodology
7. Proposal Form
8. Schedule A
9. RFP Certification
10. State of Alabama Disclosure Statement
11. Certification of Compliance with Beason-Hammon Act
12. Electronically signed Department of Homeland Security E-Verify MOU

**Evaluation**

Responses will be reviewed for compliance with the requirements stated in the RFP. Proposals deemed non-responsive will be eliminated from further consideration. Gadsden State may contact the Offeror for clarification of the response. Other sources of information may be used to perform the evaluation.

**Delivery**

Proposals delivered by the **U. S. Postal Service** must be addressed to:

Gadsden State Community College  
ATTN: Purchasing Department  
P. O. Box 227  
Gadsden AL 35902-0227

Proposals delivered by **special courier service** (FedEx, UPS) must be addressed to:

Gadsden State Community College  
ATTN: Purchasing  
1001 George Wallace Drive  
Gadsden AL 35903

Proposals may be **hand-delivered** to:

Gadsden State Community College  
1001 Korner Street  
Joe Ford Center, Suite 113  
Gadsden AL 35903

Proposals delivered by the offeror, United States Postal Service, Federal Express, UPS, or other delivery service must have the RFP number indicated on the envelope.

**Form of Proposal**

All proposals must be sealed when received. Electronic proposals will not be considered.

**Alternate Bid Responses**

The College will not accept and evaluate alternate proposals to the RFP.

**Sales Tax Exemption**

Pursuant to the Code of Alabama, 1975, Title 40-23-4(A)(11), the College is exempt from paying sales tax. Prices are not to include sales tax. An exemption letter will be furnished upon request.

**Inspection**

It is the responsibility of the Offeror to inspect the facilities (grounds, road access, and buildings) for delivery method, installation and/or set-up of materials, supplies and/or equipment.

**Acceptance**

The responsibility of determining the acceptability of any products or services offered rests solely with Gadsden State.

**Pre-Bid Conference**

A pre-bid conference may be conducted to explain the scope of work requirements. If a pre-bid conference is to be held, Gadsden State will notify offerors via email of the pre-bid conference, date, time, and location.

**Discussions**

Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award; but proposals may be accepted without such discussions.

**Modification or Withdrawal of Proposals**

Proposals may be modified or withdrawn by written notice if received at the place designated for receipt of proposals, prior to the proposal due date and time, or if discussions have begun, and prior to the date and time by which best and final offers must be submitted.

**Late Proposals, Late Withdrawals, and Late Modifications**

Any proposal withdrawal or modification received after the specified due date and time at the place designated for receipt of proposals will be considered late.

**Responsibility and Responsiveness**

Proposals will only be considered by an offeror who has submitted a proposal which conforms in all material aspects to the RFP.

**Offeror Responsibilities**

The Offeror will assume all liability for employees while working on Gadsden State campuses.

The Offeror will assume all liability for any injuries suffered by any person in connection with the Offeror's equipment and vehicles.

The Offeror will be responsible for the repair or replacement cost of any damage to Gadsden State property caused by the use, misuse, or negligence of the Offeror's employees.

The Offeror must report to the Chief of Police, in writing, within 72 hours the occurrence of damage to College property. Failure to report the damage within the specified time may be cause for termination of this contract.

All Offeror's employees working on this contract shall be bonded, or the Offeror accepts all responsibility.

The Offeror agrees to indemnify, defend, save the Gadsden State, the Alabama Community College System and its Board of Trustees (hereinafter Releasees) harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs, and attorney's fees arising out of, claimed on account of, or in any manner predicted upon loss of or damage to property or injuries to or the death of any and all person whatsoever, in any manner, caused or contributed to by the offeror, its agents, servants, or employees, while in, or about Gadsden State premises on which the work under this RFP is to be done, or while going to or departing from same, and to save the Releasees harmless from and on account of damages of any kind which the Releasees may suffer as the result of the acts of any of the offeror's agents, servants or employees in or about the performance of any contract between the Offeror and Gadsden State.

The Offeror shall indemnify, defend, and hold the Releasees harmless for any liability incurred by the Releasees because of the non-payment, for any reason, of any debt or obligation for which the Offeror has agreed to bear responsibility for payment, including the Releasees attorney's fees, costs of litigation and the amount of any judgment or extra judicial settlement entered into by Gadsden State, including interest.

The Offeror will be completely responsible for supervising and directing the work under this RFP.

The Offeror agrees that it is fully responsible for the acts and omissions of persons employed by the Offeror.

Offeror will be responsible for labor, equipment and supplies to provide services described herein.

Any defective work or materials, non-conformance to RFP requirements, damaged materials, or unsatisfactory installation shall be corrected to Gadsden State's satisfaction by the successful offeror at no additional charge. Unless specifically called for in the RFP, all products for purchase must be new, never previously used, the current model and carry the manufacturers' standard warranty. Remanufactured, demonstrator, used or irregular items will not be considered.

### **College Rights**

Gadsden State reserves the right to reject any or all proposals, or any part thereof, and to waive any technicality in the offering in the best interest of the College.

Gadsden State reserves the right to purchase according to availability of funds.

Gadsden State may cancel any contract resulting from an award of this RFP at any time with 30 days' written notice of termination.

Payment shall be contingent upon the Gadsden State's inspection of and satisfaction with completed work, services, or materials.

### **Insurance**

The Offeror shall purchase and maintain such insurance as will provide protection from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, policies, and from claims for injury to, loss, or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from Offeror's operations under the scope of work, whether such operations be by Offeror anyone directly or indirectly employed by Offeror for whose acts Offeror may be legally liable. This insurance shall include the types and specific coverage(s) and be written for not less than any limits of liability required by law. Insurance must include, but is not limited to, coverage for commercial general liability, commercial automobile liability, worker's compensation, and employer's liability coverage. The Releasees shall be named as an additional insured on all policies. Offeror shall provide Gadsden State a copy of its Certificate of Insurance.

### **Licenses and Permits**

The Offeror must obtain and maintain, any and all necessary licenses and permits, and comply with all applicable Federal, State, and Local laws in conjunction with the performance of the scope of work. Gadsden State may request valid copies of necessary licenses and permits.

The Offeror must conduct background checks for persons to perform work on this Contract. Gadsden State reserves the right to request the Offeror to provide the resulting information to Gadsden State for approval.

### **State of Alabama Disclosure Statement**

Section 41-16-82 of the Code of Alabama 1975 requires the Vendor Disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the Statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

### **Beason-Hammon Alabama Taxpayer and Citizen Protection Act**

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: "By signing this contract, the contracting parties affirm, for the duration of any 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.” Verification of enrollment in the E-Verify program will be required prior to any award to a supplier who employs one or more employees within the State of Alabama. E-Verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of the supplier’s bid. To enroll in the E-Verify program visit <https://www.e-verify.gov/>.

### **Certification Pursuant to Act No. 2006-557**

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted, and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales and use tax, or simplified seller use tax, and/or lease tax on all taxable sales and leases into Alabama. By submitting this proposal, the offeror is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

### **Debarment and Suspension**

Per e-CFR §200.214 Suspension and debarment. Non-Federal entities are subject to non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. The regulations in 2 CFR Part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. By submitting this proposal, the offeror is hereby certifying that they are in full compliance with CFR 200.214.

#### **Debarment and Suspension Certification:**

- a. The Offeror certifies to the best of their knowledge and belief, they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency;
- b. That the Offeror has not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. The Offeror is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); and
- d. The Offeror has not, within a three-year period preceding this agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

### **Federal Contracting Provisions**

By submitting this proposal, the Offeror agrees to comply with all the provisions required for federal contracting and agrees to provide Gadsden State with appropriate documentation. These provisions include, but are not limited to, the Davis-Bacon Act, Copeland “Anti-Kickback” Act, Contract Work Hours and Safety Standards Act, and Clean Air Act. Furthermore, the Offeror acknowledges that any resulting contract may address breach of contract, termination for cause and the Equal Employment Opportunity clause provided under 41 CFR 61-1.4(b).

### **Additional Terms and Conditions**

The following provisions shall take precedence over any and all contrary or conflicting provisions of the agreement between the parties and shall govern the rights and obligations of the parties:

This agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice- or conflict- of- laws, provisions, or rules (whether of the State of Alabama or any

other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama. It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Contracting party/offeree understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama. By signing this contract, the contracting parties affirm, for the duration of this 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 this agreement and shall be responsible for all damages resulting there from. This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. In compliance with Act 2016-312, the contractor 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 this state can enjoy open trade. It is understood that there is no entitlement to any state merit system benefits to anyone working under this agreement. In accordance with Alabama Act 2023-409, the vendor does hereby verify that, without violating controlling law or regulation, it does not and will not, during the term of the contract, engage in economic boycotts.



## RFP 24-1900 Micro Market Services

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

Provide (attach additional sheets of paper if needed):

1. A brief description of your company and any parent company
2. Names, job titles, and descriptions of duties of proposed key personnel who would responsibility for the scope of work
3. A list of at least 3 current accounts of similar scope and size to the College, account point of contact information, account location, and location
4. Locations of office(s) that would service this contract
5. List of subcontractor(s) and the portion of work the subcontractor(s) would perform
6. Refund methodology

**Proposal Form**  
RFP 24-1900 Micro Market Services

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

Commission percentage to be paid to the College for all gross sales: \_\_\_\_\_%

List proposed Micro Market Products and Proposed Prices (attach additional sheets if needed):

**Schedule A - Equipment**  
RFP 24-1900 Micro Market Services

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

**List below the style, make, age, model, and quantity of the equipment you propose to provide.**

***RFP Certification Form***  
RFP 24-1900 Micro Market Services

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

Street Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

I acknowledge receipt of the solicitation and all amendments (new rounds). I have read the solicitation and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this solicitation. I have not been in any agreement of collusion among offerors in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering. I further certify that I am not barred from making an offer or entering into a contract and acknowledge that the contracting state agency may declare the contract void if this certification is false.

Signature and Title of Authorized Officer/Agent \_\_\_\_\_

Typed or Printed Name of Above: \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Seal and Expiration Date

# State of Alabama

## Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

Agreement Number

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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

Gadsden State Community College

ADDRESS

1001 George Wallace Drive

CITY, STATE, ZIP

TELEPHONE NUMBER

Gadsden, AL 35901

(256) 549-8200

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.

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.

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.)

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.)

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:

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date Notary Expires

*Act 2001-995 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*

**FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)**

**AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR**

**(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)**

**RE: Gadsden State 24-1900 Micro Market Services**

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, a notary public, personally appeared \_\_\_\_\_ (print name), who being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as \_\_\_\_\_ (state position) for \_\_\_\_\_ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.  
(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
Signature and Seal of Notary Public

**Author:** Jean Brown  
**Statutory Authority:** Code of Alabama, sections 31-13-9 (a) and (b);  
Section 31-13-9 (h).  
**History: New Rule:** Filed December 12, 2011, effective December 12, 2011