DALE COUNTY COMMISSION

Request for Proposals

Inmate Communication Services

RFP Number MB-0908-26

Milestone	Date and Time
Issue date	September 22, 2026
Proposal deadline	November 05, 2026 at 10:00 a.m. Central Time
Anticipated Commission award	November 24, 2026, subject to change
Delivery address	Dale County Commission, Attention Cheryl Ganey 202 South Highway 123, Ozark, Alabama 36360

Dale County seeks a qualified provider to furnish a secure, turnkey inmate communications platform for the Dale County Jail, including audio calling, video visitation, tablets, secure messaging, integrations, implementation, training, support, and transition services. The selected proposer will be invited to negotiate and execute a separate agreement, subject to approval by the Dale County Commission.

Publication copy dated September 22, 2026

1 Solicitation Overview

1.1 Purpose and facility profile

Dale County, Alabama (the County), through the Dale County Commission and Dale County Sheriff, requests sealed proposals for inmate communication services at the Dale County Jail. The Jail houses individuals for local municipal agencies, the State, and the County and has an approximate daily population of 100. Proposers must base regulatory pricing tiers on the average daily population calculated under then-current Federal Communications Commission rules, not on this approximation alone.

1.2 Procurement character and fair competition

This solicitation is a competitive request for proposals for an integrated technology, security, and communications service. It is intended to provide a free, open, and competitive opportunity. The published requirements and weighted criteria will be applied uniformly. Material information supplied to one proposer will be made available to all proposers by written addendum. No undisclosed criterion will be used.

The County may reject all proposals; cancel or reissue the solicitation; waive a minor informality that does not affect price, responsiveness, competitive position, or the integrity of the process; request a written clarification that does not permit a material proposal revision; and negotiate a final agreement only after identifying the highest-ranked proposer. These reservations do not authorize unequal treatment or an award on an unpublished basis.

1.3 Contact and communications

RFP contact: Sheriff Mason Bynum. Administrative submission contact: Cheryl Ganey, cheryl.ganey@dalecountyal.gov, 334-774-6025. Questions must be submitted in writing to the administrative submission contact. Proposers shall not seek nonpublic procurement information from Commissioners, evaluators, or County employees. Only a written addendum issued by the County may amend this RFP.

1.4 Term and no-cost requirement

The anticipated initial term is three years beginning on the effective date of the executed agreement. The County will not be obligated to pay implementation, equipment, connectivity, integration, maintenance, training, support, or transition charges. Any optional County-paid item must be separately identified and will not bind the County unless expressly included in the executed agreement and lawfully appropriated.

1.5 No contract by proposal or selection

This RFP is not an offer. A proposal is an offer to negotiate and remains subject to Commission approval. Neither submission, evaluation, ranking, notice of intended selection, nor negotiations create a contract, property right, or entitlement. The County is bound only when the Dale County Commission approves and authorized representatives execute a separate written agreement. The agreement will control over the successful proposal in the event of conflict, unless it expressly incorporates a proposal provision.

2 Submission Instructions

2.1 Deadline and delivery

The County must receive one signed original and one copy in a sealed package no later than October 29, 2026 at 10:00 a.m. Central Time at: Dale County Commission, Attention Cheryl Ganey, 202 South Highway 123, Ozark, Alabama 36360. Mark the package "RFP MB-0903-26 - Inmate Communication Services - Do Not Open." The proposer bears all delivery risk. Late or unsealed submissions will be rejected and returned unopened when practicable.

2.2 Proposal organization

- Signed Proposal Form and required certifications
- Cover letter and executive summary
- Table of contents
- Company qualifications, disclosures, references, and financial stability
- Technical response in the same order as Section 5, identifying comply, exception, or not offered for each requirement

- Implementation, training, maintenance, service-level, security, privacy, retention, and transition plans
- Completed financial schedules in Section 8
- Exceptions and requested contract changes, with proposed replacement language

2.3 Proposal validity, public records, and costs

Proposals must remain open for 120 days after the deadline unless extended in writing. Each proposer bears its preparation and presentation costs. Alabama public-records law may require disclosure after the applicable procurement protections end. A proposer must clearly mark each specific item it contends is protected and provide the legal basis; blanket confidentiality markings are ineffective. The County makes the final disclosure determination and may notify the proposer before a compelled disclosure when practicable.

2.4 Addenda and exceptions

The proposer must acknowledge every addendum. Silence constitutes acceptance of a requirement. Every exception must identify the section, explain the operational and price effect, and state proposed substitute language. The County may find a proposal nonresponsive if an exception materially changes the scope, competitive basis, user protections, security requirements, or financial offer.

3 Evaluation and Award

3.1 Responsiveness review

The County will first determine whether each proposal was timely, signed, substantially complete, and responsive to material requirements. The County may obtain written clarifications that do not change price or materially revise the proposal.

3.2 Weighted criteria

Criterion	Points
Technical functionality, equipment, integrations, accessibility, and security controls	30
Consumer rates, fees, free services, and overall affordability	20
Implementation, training, support, maintenance, service levels, and transition	15
Cybersecurity, privacy, privileged communications, data governance, retention, and legal holds	15
Relevant experience, references, financial stability, and key personnel	10
Regulatory compliance and lawful County facility-cost recovery or other lawful compensation	10
Total	100

Price and County compensation are distinct considerations. Evaluators will not increase a score for compensation that is unlawful, unsupported, contingent on impermissible charges, or inconsistent with consumer rate protections. The County may verify references and factual claims. Any oral presentation will be scored only as a clarification of the published criteria, using the same questions and conditions for similarly situated finalists.

3.3 Scoring and Commission action

Each evaluator will score independently, document the basis for material deductions, and certify the absence or disclosure of conflicts. The committee will compile scores and recommend a ranking. The Commission may accept the recommendation, reject all proposals, or return the matter for reevaluation under the published criteria. If negotiations with the highest-ranked proposer do not produce an acceptable agreement, the County may end those negotiations and proceed in rank order. The County will maintain the procurement record consistent with applicable retention requirements.

4 Proposer Qualifications and Disclosures

□ Describe the company's experience and capacity as prime contractor on projects comparable in nature, size, security setting, and scope.

□ Identify key personnel, roles, qualifications, and any material subcontractors.

□ Provide a statement of financial stability and enough supporting information for the County to assess performance risk.

□ Disclose material litigation, investigations, settlements, contract terminations for cause, and regulatory enforcement during the last five years that may affect performance, security, consumer protection, or financial capacity.

□ Disclose bankruptcy filings during the last five years and any presently contemplated filing.

□ Identify fines, censures, citations, or formal findings by a regulatory body during the last five years.

□ Provide at least three correctional-agency references comparable in size, complexity, and scope, with current contact information.

5 Technical Scope and Minimum Requirements

The successful proposer must provide a complete turnkey solution at no cost to the County, including all labor, equipment, software, licensing, hosting, network connectivity, LAN and WAN components, approved electrical work, integrations, commissioning, maintenance, upgrades, and replacement necessary for operation. Any electrical contractor is subject to approval by the Dale County Maintenance Manager. Requirements stated as "must" or "shall" are mandatory unless the County accepts a disclosed exception in the executed agreement.

5.1 Service and support

□ Provide 24-hour telephone access through a local or toll-free number for maintenance support. Perform all repairs at the provider's expense and describe escalation, remote diagnostics, preventive maintenance, and service levels.

□ Provide a web-based staff interface, computerized access to all account-management systems, customizable role-based permissions, and mobile-optimized staff, public-user, and incarcerated-user interfaces.

□ Provide a support-ticket system available 24 hours a day, seven days a week, and a comprehensive customer service center for friends and family.

□ Allow public users to block inmate communications by telephone or web portal.

□ Permit real-time transfers from an inmate trust account to a single communications account in any denomination supported by the trust system, and permit public users to fund services through one prepaid account without separate service accounts, subject to law.

5.2 Implementation and integrations

□ Coordinate the conversion from the current provider, determine all wiring and software requirements, and bear all conversion and integration costs.

□ Submit a detailed implementation plan, schedule, responsibilities matrix, testing and acceptance plan, rollback plan, and service-continuity plan.

□ Integrate with the existing commissary and jail-management-system vendors to create and update inmate records. The provider is responsible for all integration costs.

□ Provide live comprehensive commissioning and operational training, refresher training, and training for new personnel at no cost. Keep training materials current and offer bilingual training when requested.

5.3 Identity and inmate management

□ Require a unique identifier, such as PIN or jacket number, and/or facial recognition for system and device access. Use PIN authentication and/or facial recognition before calls and video visits, except on devices the facility specifically exempts.

□ Allow authorized staff to search inmate activity, configure individual permissions, and enable or disable devices, users, housing units, sites, or the facility.

□ Describe safeguards against credential sharing, false matches, spoofing, and unauthorized biometric use. Any biometric processing must comply with applicable law and the data restrictions in this RFP.

5.4 Inmate telephone system

□ Allow only inmate-initiated outbound calls and permit authorized staff to live-monitor and terminate nonprivileged calls.

□ Record nonprivileged calls; allow playback, notes, searches, and individual or batch downloads in MP3 or WAV format with associated metadata and integrity verification.

□ Provide free calls from intake devices and free calls to facility-designated numbers, including attorneys, social workers, courts, and other designated services.

□ Allow configurable call-duration limits and schedules.

□ Block prohibited or high-risk destinations and techniques, including 900 numbers, unauthorized live operators, three-way calling attempts, chain dialing, and similar circumvention, while preserving access to legally required hotlines and approved free numbers.

□ Provide compatibility with existing voice biometrics, speaker identification, and transcription products or an equivalent native solution.

□ Support lawful prepaid or debit billing to the inmate or contact and display pricing before purchase or use.

□ Allow per-inmate and facility-wide destination blocking and provide English and Spanish instructional prompts.

□ Allow staff to designate attorney and other privileged numbers as free and private so communications are not monitored or recorded.

5.5 Video visitation

□ Provide video visitation through wall-mounted kiosks and approved tablets. Apply the same security, monitoring, recording, and control features across devices, except for privileged sessions.

□ Allow housing-unit restrictions and inmate self-scheduling subject to facility rules.

□ Describe detection and prevention of fraudulent activity and background filtering for nudity or lewd content.

□ Support major smartphones, tablets, and computers with camera and microphone; provide a visitor diagnostic test and disclose known compatibility limits.

□ Record all nonprivileged visits and make them searchable and downloadable by authorized staff for at least one year at no charge. Support individual and batch downloads in a common format and include useful identifying metadata in filenames or accompanying records.

□ Use a current, secure method to establish that a downloaded recording is a true and accurate copy; describe hashing, signing, chain-of-custody, or equivalent controls.

5.6 Inmate tablets

Provide detention-grade tablets over provider-managed wireless in single-application or kiosk mode, with tamper-resistant cases and tamper-evident seals. At minimum, describe and price the following enabled or optional functions:

- Outbound calls; video visitation; email, secure messaging, and text messaging.
- Scanned mail; jail forms and requests; grievance and prea workflows.
- Facility training materials; law library; bibles and religious programs.
- Commissary ordering and integration.
- Education, life skills, correspondence-school information, ebooks, utilities, and rehabilitation content.
- Music, games, movies, television, and other clearly identified paid content.
- Both no-cost self-help and educational content and all paid-content prices.

5.7 Tablet device and policy security

□ Use secure boot or equivalent verified boot, locked bootloaders, signed images, runtime integrity attestation, and centralized mobile-device management.

□ Detect root, jailbreak, tamper, and integrity failures; quarantine or disable affected devices and alert administrators.

□ Disable unauthorized USB and removable-storage input/output; enforce egress allowlists and network segmentation that prevents traversal to County networks unless expressly authorized.

□ Use TLS 1.2 or higher for management channels and certificate validation appropriate to the architecture.

□ Allow application, content, and device controls by facility, housing unit, device, and inmate, with inheritance, overrides, effective-policy display, near-real-time deployment status, and complete audit trails.

□ Present and version required-reading notices, require acknowledgment and re-acknowledgment after changes, and retain the acknowledgment record.

□ Provide accessibility profiles and built-in zoom or magnification.

□ Provide health dashboards and alerts for device integrity, policy drift, offline status, battery thresholds, charging stations, issuance, return, and inventory.

□ Provide searchable and exportable reports for inventory, integrity, policy changes, acknowledgments, feature state, charging telemetry, custody and usage, and enabled content usage.

5.8 Secure messaging

□ Provide real-time, two-way messaging between inmates and approved contacts through SMS and/or secure portal or app accounts as enabled by the County, in addition to standard email.

□ Describe web, iOS, Android, translation, and language support. Display remaining message credits. Do not require friends and family to create an account where the proposed SMS workflow can lawfully operate without one.

□ Provide direct access to vendor customer service through the messaging service.

□ Require inmate contacts to be saved and visible to authorized staff; permit staff, inmates, and contacts to block numbers as applicable.

□ Configure schedules by direction, channel, and content type, including holidays, lockdowns, and temporary overrides.

□ Block images, video, and emoji by default unless enabled by policy; enforce facility-defined content rules and fund-request templates with disclosures and abuse controls.

□ Prevent inmate-to-inmate and unauthorized group messaging across channels.

□ Provide configurable keyword and target-number alerts through portal, email, SMS, and push.

□ Provide searchable reports and exports in CSV, XLSX, PDF, or JSON for alerts, blocks, attempts, schedules, overrides, content restrictions, fund requests, and administrative actions.

□ Retain messages, detail records, and tamper-evident audit trails for at least three years, subject to longer legal holds or County instructions.

6 Privileged and Protected Communications

The system must protect attorney-client, attorney work-product, clergy-penitent, medical, court, consular, PREA, and other communications protected by law or County policy across audio, video, messaging, email, tablet, voicemail, file exchange, and any future channel.

□ Maintain a County-controlled allowlist and workflow for verifying privileged persons and organizations, including urgent and temporary designations with later review.

□ Provide clear notice to users when a session is privileged. Privileged content must not be monitored, intercepted, recorded, transcribed, translated, analyzed, searched, summarized, scanned for keywords, used for biometric or artificial-intelligence processing, or disclosed, except to the minimum extent technically unavoidable for transmission or as expressly required by a court order or law after prompt County notice when legally permitted.

□ Segregate privileged routing and metadata from investigative tools. Limit metadata to what is operationally necessary and restrict access by role.

□ If privileged content is inadvertently captured, immediately quarantine it, stop further processing, notify designated County legal personnel, preserve only as directed, document access, and securely delete all copies when authorized.

□ Make facility-designated privileged communications free of charge when required by law or County policy and ensure that blocking, identity, fraud, or content controls do not unlawfully impede access.

□ Train vendor and subcontractor personnel on privilege protection and test the controls before go-live and at least annually.

7 Data Governance Cybersecurity and Records

7.1 Ownership and permitted use

As between the parties, the County owns County Data, including County-supplied information, configuration, audit records, investigative annotations, downloaded evidence, and records created for County operations. Individuals retain rights in account funds and personal data as provided by law. The provider may use County Data only to perform the agreement, secure the service, comply with law, and create de-identified aggregate service metrics that cannot reasonably be re-identified. The provider shall not sell, license, advertise with, profile for unrelated purposes, train general-purpose artificial intelligence models on, or otherwise commercialize County Data or inmate, family, visitor, attorney, or staff data.

7.2 Access portability retention and legal holds

□ Give authorized County personnel continuous, no-cost access to records and bulk exports in documented, commonly usable formats, including metadata, audit history, hash values, and data dictionaries.

□ Retain each record for the period stated in this RFP, the executed agreement, County schedule, or applicable law, whichever is longer. Do not shorten retention without written County approval.

□ Implement a legal hold within 24 hours of notice; suspend deletion, alteration, or overwriting; preserve relevant metadata and chain of custody; and confirm implementation in writing.

□ At expiration or termination, provide complete validated exports and reasonable transition assistance at no charge, continue critical access during transition, transfer consumer account balances as directed and permitted by law, and certify deletion of residual County Data after County acceptance and expiration of legal holds.

□ Do not assert a lien or withhold County Data, account balances, credentials, configurations, interfaces, or transition cooperation because of a dispute.

7.3 Security program and CJIS

□ Maintain a written security program aligned with recognized practices, including risk assessments, least privilege, multi-factor authentication for privileged and administrative access, encryption in transit and at rest, secure development, vulnerability management, logging, backups, disaster recovery, personnel screening, and annual incident exercises.

□ Comply with the then-current FBI Criminal Justice Information Services Security Policy whenever the service stores, processes, transmits, or can access criminal justice information. Execute required CJIS agreements; ensure personnel screening, training, location, encryption, access, audit, and incident controls; and flow requirements to subcontractors.

□ Provide current independent security assurance reports, penetration-test executive summaries, vulnerability-remediation status, architecture and data-flow diagrams, and software-support and end-of-life policies upon request, subject to reasonable security protections.

□ Do not connect to a County network or production system until the County authorizes the connection after security review. Promptly remediate critical vulnerabilities and provide compensating controls when immediate remediation is not feasible.

7.4 Security incidents and breach notification

Notify the Sheriff and County-designated security and legal contacts without unreasonable delay and no later than 24 hours after discovery of a suspected or confirmed security incident affecting County Data, service availability, privileged communications, consumer funds, or County systems. Preserve evidence; contain and eradicate the incident; provide rolling updates, indicators of compromise, scope, affected records, root cause, corrective action, and a written after-action report; cooperate with law enforcement, regulators, and required notices; and bear reasonable response, restoration, notification, credit-monitoring, and remediation costs to the extent caused by the provider or its subcontractors. Notification is not an admission of liability.

7.5 Subprocessors and location

Disclose all material subcontractors and data-hosting locations. The provider remains responsible for subcontractors and must impose protections at least as stringent as the agreement. No material subprocessor or hosting-location change may materially reduce security, privacy, accessibility, records access, or regulatory compliance. County Data must remain in the United States unless the County gives prior written approval and the transfer is lawful.

8 Financial Offer and FCC Compliance

8.1 Governing requirements

All audio and video incarcerated people's communications services must comply at all times with the Communications Act, the Martha Wright-Reed Just and Reasonable Communications Act, and 47 C.F.R. Part 64, as amended, including applicable definitions, per-minute offerings, rate caps, international-call treatment, site-commission restrictions, ancillary-charge restrictions, accessibility, disclosures, account balances, refunds, free communications, taxes, and fees. Any lower lawful cap or stronger consumer protection shall control. The provider must implement mandatory changes by their compliance date without awaiting County approval and must not increase a rate or impose a discretionary charge without prior written County approval.

As of April 6, 2026, the FCC's interim caps under 47 C.F.R. § 64.6030 include, for a jail with ADP 100-349, base caps of $0.11 per minute for audio and $0.19 per minute for video, plus a separate facility-cost additive of up to $0.02 per minute. If the calculated ADP is 50-99, the base caps are $0.13 audio and $0.23 video, plus up to $0.02. These figures are supplied for proposal comparability only; the then-operative rule governs automatically.

8.2 Proposed consumer rates

Service	Proposed base rate	Facility-cost additive	Total consumer rate	Free allowance or terms
Domestic audio IPCS	$____ / minute	$____ / minute	$____ / minute	_____
Domestic video IPCS	$____ / minute	$____ / minute	$____ / minute	_____
International audio IPCS	Base $____ / minute	+ qualifying termination cost	Total varies	Method: _____
Alternative pricing plan	Attach complete terms	N/A or disclose	Effective unit cost: ____	Also offer per-minute option

State the annual ADP calculation method and resulting tier: _____. Identify the exact FCC rule provision supporting each rate and provide consumer-facing disclosures. No charge may be imposed for an unconnected communication, declined call, or equipment use when prohibited by law.

8.3 Fees taxes account funding and non-IPCS content

Item	Applies when	Amount	Legal authority or classification
Mandatory tax or mandatory fee	_____	$_____	_____
Authorized governmental fee	_____	$_____	_____
Non-IPCS tablet content or service	_____	$_____	Explain why not IPCS: _____
Other proposed consumer charge	_____	$_____	_____

Do not list or impose a separate IPCS ancillary service charge, automated-payment fee, live-agent fee, paper-bill fee, third-party transaction fee, per-call fee, connection fee, or other charge prohibited by 47 C.F.R. Part 64. A tax or fee passed through to a consumer must be permitted by law, separately disclosed, and unmarked up unless a law specifically authorizes a markup. Non-IPCS tablet content must be genuinely separable, clearly elected, fully priced, and not used to evade IPCS protections.

8.4 County facility-cost recovery and other lawful compensation

The proposer shall offer the maximum correctional-facility cost recovery or other compensation lawfully available to the County, but no payment may be funded through a prohibited site commission, unlawful consumer charge, or rate exceeding the applicable cap. For regulated audio and video IPCS, separately state the portion of any FCC-authorized rate additive, up

to the then-applicable maximum (currently up to $0.02 per minute), that will be remitted to the County for costs incurred in making IPCS available. The additive is not an automatic entitlement to $0.02 and must remain within applicable law.

Compensation category	Amount or formula	Authority	Payment and reconciliation terms
FCC facility-cost rate additive	Up to $____ per audio/video minute	47 C.F.R. § 64.6030(d) or successor	_____
Other lawful non-IPCS compensation	_____	_____	_____
Transitional or waiver-based payment, if any	_____	Attach current order/waiver and expiration	Automatic cessation: _____

The proposer must identify any transition rule, waiver, stay, or order on which it relies and its expiration or superseding event. Any payment that becomes unlawful must cease automatically on the applicable date; consumer rates must be adjusted when required by law; and the provider must give the County prompt written notice with the legal authority and calculations. If the law authorizes greater facility-cost recovery or other compensation during the term, the provider shall promptly offer the County the maximum lawful amount consistent with the accepted financial proposal and consumer protections. Traditional revenue-sharing or site commissions are not permitted unless a then-effective, specifically applicable legal authority expressly allows them.

8.5 Regulatory change and audit

The provider shall monitor and maintain compliance throughout the term; notify the County within five business days of any material regulatory development and before implementing any affected rate, fee, disclosure, accessibility feature, payment, or billing practice; provide supporting calculations and authority; and maintain records sufficient for the County to verify rates, billed minutes, refunds, account balances, facility-cost payments, taxes, and fees. The County may audit those records on reasonable notice. Overcharges must be refunded promptly without charge. Underpayments to the County must be paid with a complete reconciliation.

9 Contract Terms Required in Final Agreement

9.1 Insurance

Before performance and throughout the term, the selected proposer must maintain insurance with insurers authorized to do business in Alabama and provide certificates naming Dale County, its Commission, Sheriff, officers, and employees as additional insureds where commercially applicable: commercial general liability of at least $1,000,000 per occurrence and $2,000,000 aggregate; automobile liability of at least $1,000,000 combined single limit; workers' compensation as required by law and employers' liability of at least $1,000,000; technology errors and omissions/cyber/privacy liability of at least $5,000,000 per claim and aggregate; and crime/fidelity coverage of at least $1,000,000 for handling consumer or County funds. Claims-made coverage must include an appropriate retroactive date and at least two years of tail coverage. Final limits and endorsements are subject to County approval in the executed agreement.

9.2 Indemnification

To the fullest extent permitted by Alabama law, the provider shall defend, indemnify, and hold harmless Dale County, the Dale County Commission, the Dale County Sheriff, and their officers, employees, and agents from third-party claims, damages, judgments, penalties, costs, and reasonable attorney fees arising from the provider's or subcontractor's negligence, willful misconduct, breach of confidentiality or data-security duties, violation of law, infringement or misappropriation, bodily injury, death, property damage, or failure to protect consumer funds, except to the extent caused by the indemnitee's negligence or willful misconduct. Nothing requires the County to indemnify another party, waives immunity, creates a cause of action, or expands liability beyond Alabama law.

9.3 Governing law venue and order of precedence

Alabama law governs without regard to conflicts rules. Exclusive venue for an action concerning the procurement or agreement lies in a state court of competent jurisdiction in Dale County, Alabama, or, if federal jurisdiction is exclusive, the federal court serving Dale County. The provider consents to personal jurisdiction. The executed agreement, its amendments, the RFP and addenda, and the accepted proposal will control in that order unless the agreement expressly states otherwise. Vendor clickwrap, browsewrap, online terms, shrinkwrap, invoice terms, or unilateral policies do not bind the County.

9.4 Compliance and audit rights

The provider shall comply with all applicable federal, state, and local law, including FCC requirements, accessibility requirements, consumer-protection law, records and evidence obligations, nondiscrimination law, licensing, taxes, export controls, sanctions, CJIS requirements where applicable, and County security and facility policies. The County may inspect relevant controls, records, and facilities on reasonable notice, subject to safeguards for other customers. A regulatory change does not excuse performance if the service can lawfully continue through a reasonable modification.

9.5 Transition termination and remedies

The final agreement will include termination for cause, material security or regulatory failure, loss of required authority, repeated service-level failure, insolvency, and convenience on stated notice; cure periods appropriate to the risk; emergency suspension rights; service credits and other negotiated remedies; continuity during transition; and the data, balance, configuration, credential, and cooperation obligations in Section 7. The provider shall not impose an early-termination or transition charge on the County.

9.6 Alabama immigration compliance

The selected proposer and applicable subcontractors must comply with Ala. Code § 31-13-9, as amended, including the required contract affirmation concerning federal immigration law and knowing employment of unauthorized aliens in Alabama. Before award, the selected proposer must provide required proof of E-Verify enrollment and participation and any affidavit reasonably requested by the County. The provider shall flow applicable duties to covered subcontractors.

9.7 Assignment subcontracting and change of control

The provider may not assign the agreement, transfer material performance, or undergo a change of control that materially affects performance, security, or regulatory status without prior written County approval. Approval does not release the provider from responsibility. The County may assign to a lawful successor governmental entity.

10 Proposal Form and Certifications

The undersigned submits this proposal for RFP MB-0903-26 and certifies that the proposer has reviewed the RFP and addenda; the proposal is accurate and authorized; exceptions are fully disclosed; pricing includes all costs not expressly identified; no prohibited collusion occurred; and no contract exists unless and until the Commission approves and authorized representatives execute a separate agreement.

Field	Response
Legal company name	_____
Address	_____
Authorized representative and title	_____
Telephone and email	_____
Signature	_____
Date	_____
Addenda acknowledged	_____

10.1 Conflict and debarment certification

The proposer certifies, except as disclosed in an attachment, that it is not suspended, debarred, or otherwise ineligible for the proposed work; has disclosed known organizational conflicts of interest and familial or financial relationships that could affect this procurement; and will promptly update the disclosure before award.

10.2 FCC and consumer protection certification

The proposer certifies that its proposed audio and video IPCS rates, charges, disclosures, account practices, accessibility features, site-commission treatment, facility-cost recovery, and consumer protections comply with the FCC rules in effect on the proposal date and will be updated throughout the term. Attach the proposer's legal and compliance review identifying the applicable ADP tier and rule provisions.

10.3 Immigration affirmation

By signing the final agreement, the contracting parties will affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. A contracting party found in violation will be deemed in breach and responsible for resulting damages, as provided by Ala. Code § 31-13-9.

10.4 Exceptions

Section	Exception and reason	Operational or price effect	Proposed substitute language
____	_____	_____	_____
____	_____	_____	_____
____	_____	_____	_____