



STATE OF ARIZONA

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER ADOC12-00001388 / 120088DC

PROPOSAL DUE DATE March 6, 2012 AT 3:00 P.M. M.S.T.

In accordance with A.R.S. § 41-2533, competitive sealed bids for the materials or services specified will be received by the Department of Corrections through the electronic procurement system ProcureAZ at <https://procure.az.gov/bs/>. Bids received by the correct time and date will opened on-line.

Late bids will not be considered.

A Pre-Proposal Conference has been scheduled. For details, please see page 96, Special Terms and Conditions, Paragraph 2.2. On-sites have been scheduled. For details, please see page 96, Special Terms and Conditions, Paragraph 2.3.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

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| REQUESTING AGENCY: | Arizona Department of Corrections, Contract Beds |
| SERVICE: | Medium Security Prison Beds, up to 2000 |
| LOCATION: | State of Arizona |
| CONTRACT TYPE: | Fixed Price |
| CONTRACT TERM: | Ten (10) Year with 2- 5 Year Renewal Options |

An Equal Employment Opportunity Agency

Karen D. Ingram
Karen D. Ingram, Procurement Manager

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February 2, 2012
DATE

Denel Pickering
DENEL PICKERING CHIEF PROCUREMENT OFFICER

Description: Medium Security Prison Beds

SOLICITATION DOCUMENTS

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Offer and Acceptance
Attachments 1 through 11 are contained within the Solicitation Document

Uniform Terms and Conditions

Uniform Instructions.....see ProcureAZ file titled “Uniform Instructions to Offerors”

1 SCOPE OF WORK

1.1 INTRODUCTION

- 1.1.1 The State of Arizona is seeking proposals for the construction and operation of a facility or facilities built to medium standards in accordance with Department Physical Plant Standards for up to 2,000 medium security male inmates within the State of Arizona.
- 1.1.2 For the purpose of responding to all parts of this Request for Proposal, the Offeror shall respond as follows:
- 1.1.2.1 The font size for all written information provided in or as part of the response to the Request for Proposal shall be 12 point font with borders no less than ½”.
- 1.1.2.2 All pages of the response to the Request for Proposal shall be consecutively numbered.
- 1.1.2.3 Responses to Sections and Subsections shall be provided in the consecutive order of the Sections and Subsections.
- 1.1.2.4 All responses to a particular Section or Subsection of this Request for Proposal shall begin with the clear identification of the Section or Subsection for which the response is being provided.
- 1.1.2.5 All information submitted in response to a particular Section or Subsection of this Request for Proposal shall be provided under the response to that particular Section or Subsection. An Offeror shall not refer to another part of the response. Information or data pertaining to a particular Section or Subsection but included elsewhere shall not be considered part of the response and shall not be considered part of any Contract awarded as a result of this Request for Proposal. The only exceptions to this requirement are full size drawings and specifications required as part of this Request for Proposal.
- 1.1.2.6 The Offeror shall acknowledge that the Offeror has read, understands, and shall comply with, as applicable, each Section and Subsection of the Request for Proposal, even those Sections and Subsections that are or appear to be informational only. For example, to acknowledge this Subsection, your response shall indicate that you *“have read, understand, and shall comply with Subsection 1.1.2.”*
- 1.1.2.7 For those Sections and Subsections that require the submission of information, the Offeror in addition to making the acknowledgement required in Subsection 1.1.2, shall submit the requested information in a format consistent with the request as stated in the Request for Proposal.
- 1.1.3 The State of Arizona is seeking qualified Offerors who will:
- 1.1.3.1 Maintain effective custody and control over inmates in an environment that is safe, secure and humane. This includes safeguarding the public, staff and inmates through the efficient, safe and secure operation of the prison

facility, ensuring that all security and operational requirements are fulfilled, and eliminating unfavorable occurrences. Offerors must comply with the requirements in accordance with A.R.S. §§ 41-1609, 41-1609.01, 41-1609.02, 41-1609.03, and 41-1609.04 and where specifically not stated within this document all requirements of these Statute apply.

- 1.1.3.2 Present a systematic correctional approach to advance Arizona's growing continuum of evidence-based security practices and inmate focused program services. This should be accomplished through and in alignment with sound correctional practice. Proposed security and program systems should reinforce inmate's responsibility, motivation and ability to practice, every day on the inside, pro-social thinking, civil behavior and positive decision making. The goal is to support the evidence-based outcomes of literacy, sobriety, employability and successful re-entry into society to reduce, relapse, revocation and recidivism. The Department recognizes that the method to reach these intended goals is to ensure each inmate has an individual corrections plan to begin the first day of incarceration through the end of community supervision. Each bidder will demonstrate how to affect a corrections plan for each inmate in their custody.
- 1.1.4 The Department plans to expand its in-state capacity by up to 2,000 medium security beds for male inmates. Offerors may submit proposals in increments up to the 2,000 beds with the minimum increment being 500.
 - 1.1.4.1 All 2,000 beds may be located within the same prison complex.
 - 1.1.4.2 A single unit within a prison complex cannot exceed 1,000 beds in accordance with Department Physical Plant Standards.
 - 1.1.4.3 Offerors may construct a new facility or may expand an existing facility by demonstrating that the expansion will meet sound correctional practices and the Department's intent that each inmate will receive a corrections plan.
 - 1.1.4.4 For all beds, units, and/or complexes, the offer shall construct the new units to meet medium custody standards consistent with the Department Physical Plant Standards. This applies to both expanded facilities and newly constructed facilities.
 - 1.1.4.5 Based on the fact that the Department's Physical Plant Standards apply to new construction of ADC facilities and contracted private facilities, minor deviations may be reviewed and considered for existing facilities. Offeror's providing an existing facility must identify by submission of schematic drawings or plans how the facility will meet the minimum requirements of the Department's Physical Plant Standards, and must also include a list of only the minor deviations they are proposing in their proposal response. Determination of acceptance of the deviation(s) will be at the discretion of the Department consistent with sound correctional practices.

- 1.1.5 The Department is seeking offers that provide loading for 2,000 medium beds to begin in Fiscal Year 2014.
- 1.1.5.1 Funding for this project requires an annual appropriation by the legislature and the loading of inmates is fully contingent upon the availability of funds for the specific State Fiscal Year.
- 1.1.6 The location of the facility(s) must be within the State of Arizona.
- 1.1.7 The State will analyze the location proposed and factors which affect its operation and costs which include at a minimum: labor resources, employee cost of living, officer turnover rates, distance from available housing, criminal justice competition and acceptable response to each section in the scope of work.
- 1.1.8 The provision of all services consistent with the requirements herein (structure/operation/staff/programming) shall be the basis for deriving a per diem rate.
- 1.1.9 Services shall include the provision of a structure(s) for the management and operation of the facility, to include all aspects of prison operations, i.e., security, staffing, food services, medical services, physical plant, maintenance, inmate programming consistent with the Department's re-entry initiative which includes periodic needs assessment, individualized inmate plans, evidence-based programming and/or work 30 or more hours per inmate per week, a system of incentives, and discharge planning, and related services.
- 1.1.10 In order that all inmates are engaged in school, work and/or treatment 30 or more hours during the work week, offerors shall pursue third party Inmate Work Contracts between Arizona Correctional Industries (ACI) and private companies. Offerors shall provide, in their submitted proposal, letters of interest from private companies expressing their interest in engaging in Inmate Work Contracts through ACI. Preference will be given to an Offeror who submits letters of interest demonstrating community interest in possible third party Inmate Work Contracts.
- 1.1.11 Offerors shall provide, in their submitted proposal, letters of support demonstrating interest from the local victims' community with their interest to perform community service, provide volunteers and reinforce restorative justice principles. It is the responsibility of the Contractor to provide letters from the local victim's community supporting community service and volunteers. The Contractor is responsible for implementation of victims programs reinforcing the restorative justice principles

1.2 DEFINITION OF TERMS

- 1.2.1 For the purposes of this Solicitation, the following definitions, as well as those definitions provided in Special Terms and Conditions and Uniform Terms and Conditions that do not conflict shall apply. In the event of conflict, the definition as stated in Special Terms and Conditions and Uniform Terms and Conditions shall apply.

- 1.2.1.1 Adult Information Management System (AIMS). The computerized portion of the Master Record File maintained for each inmate committed to the Department. This system is usually identified by its acronym AIMS.
- 1.2.1.2 Arizona Correctional Industries (ACI). ACI is a key component within the Department. ACI makes available within the state correctional institutions opportunities for employment of inmates in jobs which combat idleness and develop good working habits. ACI provides training and work experience that will assist inmates in eventually securing and holding gainful employment outside the correctional institution.
- 1.2.1.3 Assault. Striking or attempting to strike another person.
- 1.2.1.4 Capital Equipment. Item(s) acquired by the Offeror with monies from all funds including the Welfare and Benefits Fund (W&B) with a unit cost of \$5,000 or more and a useful life of at least one year. Unit cost includes applicable sales tax, freight and other ancillary costs to place the asset in its intended location.
- 1.2.1.5 Career and Technical Education (CTE). Career and Technical Education (CTE) is provided to inmates who have completed or are completing a high school or earned a General Educational Development (GED). CTE consists of classroom instruction and hands-on application in real world employment settings providing practical training and skills development in disciplines hiring ex-offenders throughout Arizona and offering sustainable wages. It employs all of the active ingredients for success in the workplace notably, skill building, classroom instruction, customer contact, quality control, production time-lines, material and raw product costs and teamwork. CTE strives to create a realistic work and learning environment.
- 1.2.1.6 Cognitive Restructuring. A systematic approach to the identification, analysis and communication of ideas and issues. Cognitive restructuring is evidence-based methodology by which inmates are taught how to identify and solve problems and communicate effectively. The Department utilizes cognitive restructuring as the method by which it provides cultural diversity and conflict resolution (including domestic violence prevention) classes.
- 1.2.1.7 Contract Facility Operator. The person or entity that is the legal Contract holder and is legally responsible for the management and operation of the Contract Facility.
- 1.2.1.8 Contract Facility Warden. Title of the Offeror's employee charged with leading and managing the daily operations of the Contract Facility.
- 1.2.1.9 Corrections Plan. The Department has an automated summary document to systematically capture each incoming inmate's Needs and Risks during the Intake and Assessment process. The needs refer to specific areas that drive or contribute to an individual inmate's criminality. Inmates identified needs will be prioritized for intervention and then incorporated accordingly into the

inmate's Correction Plan. Inmates are expected to address identified needs and risks throughout their incarceration and on parole per their individualized Corrections Plan. The Plan is evaluated and may be updated annually to reflect the results of the reclassification process.

- 1.2.1.10 Corrections Plan Management. Utilizing the inmate's individual Corrections Plan, the Plan Manager (equivalent of Department COIII) works with each inmate assigned to their caseload to successfully complete the Corrections Plan objective. The Plan Manager meets formally with each inmate at least annually, at which time the Plan is updated and revised as needed. The Plan Manager may meet informally with the inmate as often as necessary to facilitate positive progress.
- 1.2.1.11 Court Orders and Case Law. Any case law, court orders or judgments issued by a court of competent jurisdiction and any stipulations, agreements or plans entered into in connection with litigation that are applicable to the operation, management or maintenance of the Department or contract facilities and to the treatment or custodial care of inmates. Court Orders shall include court orders currently in effect at the time of the Contract award, and any that may come into effect throughout the term of the Contract.
- 1.2.1.12 Custody Levels.
- 1.2.1.12.1 Medium Custody – Inmates who represent a moderate risk to the public and staff. Medium custody may be General Population (GP), or populations such as Protective Custody or Sex Offender, based on ADC classification. These inmates shall not work outside the secure perimeter of an institution and require limited controlled movement within the institution. Definition from Department Order 801, Inmate Classification and Classification Technical Manual.
- 1.2.1.13 Department of Corrections Contract Beds Bureau. The Bureau within Offender Operations established to closely monitor, evaluate and support private prisons under contract with the Department. All contract facilities are closely monitored to ensure that they are managed in accordance with applicable Arizona Revised Statutes, Department policies and procedures, the Department Strategic Plan, and that the vendor is in compliance with the provisions of the contract.
- 1.2.1.14 Department of Corrections Contract Beds Operations Director. Department employee charged with managing Contract Facility operations to ensure every Contract Facility Operator is in compliance with Department of Corrections Written Instructions and the terms and conditions of this Contract.
- 1.2.1.15 Department of Corrections Contract Monitor. Department employee who ensures that the objectives of a contract are accomplished and vendors meet their responsibilities.

- 1.2.1.16 Department of Corrections Written Instructions. Regulations and management directives issued by executive staff of the Department. These regulations and directives govern the administration and operation of the Department as a whole and the individual institutions consistent with statutes, rules and sound correctional practices. Unless otherwise specified, Department Orders, Director's Instructions, or Manuals when used herein shall mean all form of written instructions.
- 1.2.1.17 Director. The Director of the Arizona Department of Corrections, or their designee.
- 1.2.1.18 Emergency Health Care. Care that is necessary to immediately treat the sudden and unexpected onset of a life or limb threatening condition, i.e., heart attack, stroke, etc.
- 1.2.1.19 Evidence-Based Programs. Supported by sound social science research; demonstrate reliability and validity over time and in different settings if implemented with integrity. This concept does not preclude innovation.
- 1.2.1.20 Health Care Plan: An operational overview of the approach the contract health care provider shall undertake in the delivery of health care to the inmate population. A plan which outlines their expectation, approach, and methodology in the filed of prison health care. One which addresses their working relationship with security factions within the prison, and how as a team, routine and emergency health care is accomplished. The plan shall cover Health Services Staff deployment and acceptable inmate waiting time for all levels of health care.
- 1.2.1.21 Inmate Wages. Compensation that can be earned by inmates in accordance with A.R.S. §31-254 and the Department Work Incentive Pay Program (WIPP).
- 1.2.1.22 In-Service Training. Annual training the Department requires the Offeror to provide to its employees to meet the training needs of staff.
- 1.2.1.23 Institutional Orders. Those procedures prepared by the Offeror and approved by the Department of Corrections Contract Beds Operations Director that are based on Department of Corrections Written Instructions. The procedures provide broad direction to the Offeror's staff in the operation, management and maintenance of the Contract Facility.
- 1.2.1.24 Inventorial Equipment. Any item acquired by the Offeror with monies from any funds derived from the contract including the Welfare and Benefits Fund with a unit cost of \$5,000 and a useful life of at least one year.
- 1.2.1.25 Master Record File. The Master Record File consists of information in AIMS and the hard copy inmate record file. The Department maintains a master record file for each inmate committed to the jurisdiction of the Department. Master Record Files are maintained at the Offender Services

Bureau's, Offender Information Unit, in accordance with A.R.S. §31-221. Any other record or file is a Special Purpose File.

- 1.2.1.26 Medium Security General Facility Requirements. A Medium facility or unit is constructed to house inmates whose public risk is medium. These inmates present a moderate risk to the public community should escape occur from custody. The facility should be capable of restricting inmate movement within the facility and must be constructed to a I-3 condition 2 occupancy standard per the IBC. A Medium Custody facility could be a part of a larger complex of prison units and as such will be referred to as a Medium Custody unit. The maximum inmate population of a Medium unit is 1,000 beds. Physical separation of inmate populations within a unit may be required depending on such circumstances as facility design, staffing patterns, and operational plan. At minimum a 1,000 bed unit may be designed to divide the recreation area into two 500 inmate yards. The primary determining objective shall be the need for sound correctional practice, which ensures the safety of staff and inmates as well as effective security. Support and program functions should be designed to minimize inmate movement from yard to yard, and will require some duplication of functions. Medium Custody inmates shall be housed in dormitory style buildings.
- 1.2.1.27 Monthly Statistical Report (MSR). An electronically submitted report which compiles operational data of the facility.
- 1.2.1.28 National Commission of Correctional Health Care (NCCHC). A subsidiary of the American Medical Association (AMA), the NCCHC promulgates standards for the elective certification of health care delivery systems in individual adult jails and, prisons and juvenile detention and confinement facilities.
- 1.2.1.29 Non-Inventory Equipment. Items that are individually under \$1,000, but collectively over \$1,000, as examples, dishes, tables, chairs, trays, office supplies, etc.
- 1.2.1.30 Position. Employment consisting of a 40-hour work week during a seven (7) day period, i.e. full-time. One full time position is filled with one employee; exceptions require pre-approval.
- 1.2.1.31 Post. The location(s) where a full-time employee is assigned to perform his/her duties.
- 1.2.1.32 Post Orders. Written orders related to the Offeror's procedures that have been prepared by the Offeror and approved by the Department of Corrections Contract Beds Operations Director. Post Orders provide direction to Offeror's staff regarding responsibilities assigned to specific posts in the Contract Facility.
- 1.2.1.33 Pre-Service Non-Security Training. Training equivalent to the Department curricula that the Offeror is required to provide to all non-security staff,

including volunteers, subcontractors, independent contractors, as well as the employees, agents or representatives of subcontractors or independent contractors, who will work for or provide services to the Offeror at the facility.

- 1.2.1.34 Pre-Service Security Training. Training equivalent to the Department curricula that the Offeror is required to provide to all staff designated as Security Officers.
- 1.2.1.35 Re-Entry. Preparation for release begins during Intake and continues throughout inmates' incarceration and community supervision. Re-entry encompasses the work day and recreation time in prison, maximizing every inmate's opportunity to acquire and apply pro-social skills.
- 1.2.1.36 Security Agency. An agency that has qualified to receive a license from Department of Public Safety (DPS) in accordance with A.R.S. Title 32, Chapter 26, Article 2, if applicable.
- 1.2.1.37 Security Officer. An employee of the Offeror to whom a "registration certificate" has been issued by DPS in accordance with A.R.S. Title 32, Chapter 26, Article 3, if applicable. Security Officer's include Major, Captain, Lieutenant, Sergeant, and all Correctional Officers, including CO IIIs and CO IVs.
- 1.2.1.38 Service Specifications. Those Service Specifications that set forth the minimum requirements of the Department for delivery of services relative to the operation of the facility.
- 1.2.1.39 Six Facets: Public Safety (state ID, community notifications, SVP registration), Public Health (30 day medication pre-dispensed, AHCCCS eligibility), Crime Victims (victim notification, restitution, re-entry courts), Workforce development (full time employment, financial planning), Housing and transportation (safe, sober and affordable housing), Families and communities (child custody, child support, voter reinstatement)
- 1.2.1.40 Special Purpose Files. Department records that are transferred through the correctional system with the inmate and provided to the Offeror for those inmates assigned to the facility. Special Purpose Records include, at least, the field file as well as property, medical and visitation records.
- 1.2.1.41 Subcontractor. Pre-approved entities with which the Contract Facility Operator initiates contractual agreements for the purpose of providing services to the inmates as defined within the prime Contract, i.e., food services, medical treatment, etc. Subcontractors do not include those contractual agreements which concern the maintenance of the facility, i.e., trash collection, insect exterminator, office equipment, maintenance agreements, etc.

1.2.1.42 Transition-specific Planning. Six to 12 months prior to release, all inmates shall participate in transition-specific planning provided by CO III (caseworker) and parole staff. Transition-specific planning has six facets. Inmates admitted to the Department with less than six months to serve confined, receive transition-specific planning immediately upon assignment to their housing units.

1.2.1.43 Welfare and Benefit Fund (W&B Fund). Fund established and managed by the Offeror which shall be used for the benefit of state inmates. Funds may be used to pay for equipment or services in a manner approved by the Department and complying with Department Written Instructions regarding Special Services Fund (Inmate Activities and Recreation Fund [A&R Fund]). Monies for the W&B Fund shall be generated from profits made on the sale of commissary items and revenue received for the inmate telephone system. W & B financial reports shall be submitted monthly to the Department Fiscal Services Unit, in the format specified by the Department.

1.2.1.44 Work. Inmates who are physically and mentally capable are given the opportunity, when possible, to participate in productive work programs that are beneficial to the community, to themselves and to the Department.

1.3 PROPOSED SITE: The location of the facility(s) must be within the State of Arizona

1.3.1 Offerors shall provide the following information regarding the Facility site(s):

1.3.1.1 The individual or entity that holds legal title to the property. Vendors must have full ownership and legal title to the property or show evidence of full legal right to use the property.

1.3.1.2 Complete address of the proposed facility.

1.3.1.3 Offerors shall complete Contract Facility Section, to provide required information regarding the proposed site.

1.3.1.4 Location of the Contract Facility site, to include the legal description.

1.3.1.5 Documentation demonstrating preliminary approval or consideration of the proposed site by an approving authority(ies) in the geographical area, as applicable.

1.3.2 The Department has the ability to offer state-owned land for the purpose of this RFP. The following locations identified below along with the information provided on Attachment 9 can be used for the purpose of providing a response for the use of available state-owned land. The state-owned land identified within this section is the only state-owned land being offered for the purpose of this Request for Proposal. Offerors are cautioned not to include state-owned land that is not stated within this section as part of their offer.

1.3.2.1 ASPC-Florence

- 1.3.2.1.1 Use of land at ASPC-Florence as state-owned land, has no sub-lease requirement.
- 1.3.2.2 ASPC-Yuma
- 1.3.2.2.1 Use of land at ASPC-Yuma as state-owned land, has no sub-lease requirement.
- 1.3.3 An offeror interested in providing a response for the use of state-owned land shall be responsible for determining if the land is usable for the purpose of the requirements of this request for proposal and for submitting relevant information regarding said land use review in their response to this request for proposal. In determining if the land is usable for the purpose intended, an offeror shall be responsible for any site surveys, investigations, research, or other applicable data collection activities conducted in conjunction with the development of a response to the request for proposal. All associated costs shall be the responsibility of the offeror and not the Department.
- 1.3.3.1 Taxes: It will be the responsibility of the offeror to obtain any tax related information regarding the use of the state land for the purpose of constructing up to 2000 beds. Offerors shall take this into consideration when developing their response.
- 1.3.4 Any offeror wishing to request access to the state-owned land for the purposes of conducting site surveys, investigations, research, or other applicable data collection activities shall submit a written request to the Procurement Services Office and obtain clearance for this purpose. An offeror shall provide all information required by the Department, such as the name, social security number, and date of birth of each individual who will be on site, in order for the Department to provide the offeror access to the state-owned land. An offeror and not the Department shall be solely responsible for ensuring that their request is submitted in a timely manner, allowing enough time to conduct land use review activities and still meet the closing date of the request for proposal.
- 1.3.5 In order to utilize the identified state-owned land, the offeror will be subject to \$1.00 per year fee for the use of the land and any regulatory fees that may be assessed for the land during the term of the contract and the portion of use thereof.
- 1.3.6 The offerors response shall clearly identify, the land being proposed and what their offer includes in relation to the water and waste-water infrastructure, based on Attachment 9.
- 1.3.6.1 The contractor will be responsible for all costs associated with the use of or the expansion of existing Department infrastructure.
- 1.3.6.2 The contractor will be responsible for all costs related to the portion of use of the services in connection with the facility size and number of inmates.
- 1.3.7 The Offeror must demonstrate medical accessibility to outside services.

- 1.3.7.1 Preference shall be given to those Offerors whose proposal identifies hospital facilities are within 30 minutes to the facility.
- 1.3.7.2 Hospital facilities must be available to provide complete hospital care and emergency services 24/7 for inmates assigned to the facility.
- 1.3.7.3 Demonstrate medical accessibility to outside services, i.e., identify the hospital location and time for transport to the hospital by ground and air transportation.
- 1.3.8 The Offeror shall demonstrate that the location(s) proposed is viable in terms of factors which affect its operation and costs.
 - 1.3.8.1 The Offeror's response shall include information regarding the following for each geographic area in which a proposed facility is to be located:
 - 1.3.8.1.1 Availability of labor resources in all employment categories required to operate the proposed prison facility;
 - 1.3.8.1.2 Employee cost of living;
 - 1.3.8.1.3 Distance from available housing;
 - 1.3.8.1.4 Criminal justice competition;
 - 1.3.8.1.5 Current correctional officer/detention officer turnover rates in the area if available.

1.4 REQUIREMENTS

- 1.4.1 The Offeror shall be a licensed security agency and shall provide proof by copy within their proposal response.
 - 1.4.1.1 The offeror shall be licensed in accordance with A.R.S. Title 32, Chapter 26, Article 2.
 - 1.4.1.1.1 The requirements of A.R.S. Title 32, Chapter 26, Article 2, §32-2613(C)(2) shall not limit in any way insurance requirements stipulated by this Contract. Non-compliance shall be considered an Event of Default.
 - 1.4.1.2 The facilities shall be licensed in accordance with Arizona's Security Agency requirements.
 - 1.4.1.2.1 Non-compliance of insurance requirements shall be considered an Event of Default.
 - 1.4.1.2.2 The Offeror shall remain licensed for the term of the Contract and shall provide a copy of the renewal or license that reflects its current status.
- 1.4.2 The Contract Facility Operator shall comply with all Department of Corrections Written Instructions, and applicable State Administrative Rules, State statutes, and Federal laws.

- 1.4.3 When new Department of Corrections Written Instructions or State Administrative Rules are issued, or if new Court Orders / Decrees are entered or case law created by a Court of jurisdiction impacting this Contract, an amendment will be issued identifying the change by the Procurement Service Unit.
- 1.4.3.1 The Contract Facility Operator shall immediately prepare new and or revised written institution orders and post orders for approval by the Department of Corrections Contract Beds Operations Director, or designee, and implement in full within the time frame stipulated by the Department.
- 1.4.3.2 The Contract Facility Operator is responsible for all costs to implement in full the new or revised Department of Corrections Written Instructions, and applicable Court Order/Decrees or new case law or statute occurring after execution of this Contract
- 1.4.4 Offerors shall submit a milestone chart with their proposal that reflects all major milestones from time of proposal submittal to projected date first inmate to include, but need not be limited to, the following:
- 1.4.4.1 Development of policies / procedures.
- 1.4.4.2 Hiring staff.
- 1.4.4.3 Training.
- 1.4.4.4 Pre-activation activities.
- 1.4.4.5 Construction schedule.
- 1.4.4.6 Loading of the inmates for 2,000 medium beds to begin in Fiscal Year 2014.
- 1.4.5 In accordance with A.R.S. §41-1609.01(L) and upon receipt of the first inmate by the Contract Facility Operator, the Department shall direct the gathering of information related to the performance of the Contract Facility Operator in order to conduct a cost comparison of executed privatization contracts once every five years for each contract.

1.5 INVESTIGATIONS

- 1.5.1 Investigations of all alleged criminal activity involving Department inmates assigned to the facility shall be conducted by representatives of the Department of Corrections Inspector General Bureau. The Department of Corrections Contract Monitor shall be notified immediately by the Contract Facility Operator of suspected inmate criminal activity. The Department of Corrections Contract Monitor shall notify appropriate Department authorities regarding the alleged activity.
- 1.5.2 The Department shall have the right to conduct any investigation it deems necessary regarding the following alleged activities but shall not be limited to:

1.5.2.1 Improper relationships between the Contract Facility Operator staff and Department inmates.

1.5.2.2 The introduction of contraband to the facility whether by Department inmates or facility staff.

1.5.2.3 The Contract Facility Operator staff arrests, to include staff arrests involving criminal activity with Department inmates

1.5.2.4 Escapes, disturbances, suicides, fiscal improprieties or any other activity potentially compromising the safety of employees, inmates or the Arizona citizens.

1.6 CONTRACT MONITORING ACTIVITIES

1.6.1 The Department shall monitor the Offeror's compliance and performance with all Contract provisions and applicable policies and standards. Monitoring activities shall be conducted by Department staff in areas that include security operations, health services, mental health, substance abuse, food service, safety, sanitation, and finance.

1.6.2 The Department shall assign staff who shall monitor contract compliance and performance on a daily basis and coordinate all necessary activities relative to the Contract Facility Operator and the Department. These monitors shall report to the Department of Corrections Contract Beds Operations Director.

1.6.3 Department staff authorized by the Department of Corrections Contract Beds Operations Director shall have access to the facility, the inmates and records at any time, without prior notice to the Contract Facility Operator.

1.6.4 Contract Facility Operator Required Internal Monitoring During the Term of the Contract:

1.6.4.1 The Contract Facility Operator shall, via its assigned Contract Facility Warden, ensure monitoring of all service delivery, to include monitoring of subcontracted services, including but not limited to, security, inmate management and control, inmate programs and services, facility safety and sanitation, administration, food service, personnel practices and training, inmate health services, inmate discipline, and records pertaining to this Contract.

1.6.4.2 A draft of an internal monitoring program shall be provided to the Department as part of the Offeror's proposal response and shall be based on their offer(s). The program shall include the appropriate amount of dedicated personnel by the Contractor to carry out the responsibilities of monitoring to ensure that the facility remains safe and secure and is being managed in accordance with A.R.S. §§ 41-1609, 41-1609.01, 41-1609.02, 41-1609.03, and 41-1609.04 and the requirements set forth herein. Monitoring activities shall at a minimum include documenting noted deficiencies in writing and require timely corrective action to ensure service requirements specified by this

contract are met. Documentation generated as a result of internal monitoring evidencing completion of monitoring activities and their results will be provided to the Department of Corrections Contract Monitor in writing monthly. Deficiencies that could constitute an emergency and be considered a life or safety issue for the public, staff and/or inmates shall require immediate notification to the Department of Corrections Contract Monitor verbally and in writing and identify the specific immediate cure period for the deficiency.

1.6.4.3 Failure to comply with internal monitoring requirements shall result in a written deficiency notice and shall require a corrective action plan. Egregious or continual occurrences of failure may result in monetary offsets, suspension, or termination of the Contract.

1.6.5 Department of Corrections Monitoring During the Term of the Contract:

1.6.5.1 The Department shall have the right to reasonably prompt access to examine and receive copies of all records of the Contract Facility Operator and / or Owner, the facility's operation, including financial books and records, maintenance records, and employee and inmate records generated by the Contract Facility Operator and its subcontractors, or independent contractors, in connection with the performance of this Contract. The Department requires written assurance from the Contract Facility Operator and / or Owner, that such access shall be provided.

1.6.5.2 Monitoring activities shall be conducted on a random and routine basis by Department monitoring staff. Monitoring shall include, but is not limited to, security, inmate management and control, inmate programs and services, facility safety and sanitation, administration, food service, personnel practices and training, inmate health services, inmate discipline, and records pertaining to this Contract. Findings of non-compliance shall result in written deficiency notices and shall require corrective action plans. Department monitoring staff shall also ensure that internal monitoring required of the Contract Facility Operator per Section 1.6.4 is completed. Findings of non-compliance, including failure to internally monitor, shall result in written deficiency notices and shall require corrective action plans.

1.6.5.3 Department monitoring staff shall conduct security audits and inspections in accordance with applicable Department Order 703, Security/Facility Inspections, which requires periodic mandatory unit and facility inspections. Security/Facility measures identified in Section 1.7 will be evaluated on a daily/weekly/monthly/ quarterly basis using observation, observed performance of tasks, and review of required documentation. Findings of non-compliance shall result in written deficiency notices and shall require corrective action plans.

1.6.5.4 The Department of Corrections Inspector General's staff shall conduct an annual contract compliance review/audit. Evaluation shall be based on observation, observed performance of tasks, and review of required

documentation. Findings of non-compliance shall result in written deficiency notices and shall require corrective action plans.

- 1.6.5.5 Department of Corrections Health Services' staff shall conduct random and routine on-site monitoring and provide reports of these site visits to the Department of Corrections Contract Beds Bureau. Monitoring shall include, but shall not be limited to, policy compliance, access to care, NCCHC compliance, provisions of health care, and Health Services performance measures identified in Section 1.7. Findings of non-compliance shall result in written deficiency notices and shall require corrective action plans.
- 1.6.5.6 The results of all compliance and performance monitoring/inspection activities conducted by the Department shall be provided to the Contract Facility Operator in writing by the Department of Corrections Contract Monitor.
- 1.6.5.7 If non-compliance issues are noted during a monitoring/inspection activity, the Department shall provide a written deficiency notice to the Contract Facility Operator regarding the details of the non-compliance, the required corrective action, and the period of time allowed to bring performance back into compliance with Contract requirements.
- 1.6.5.7.1 If, at the end of the specified time period, the Contractor has complied with the corrective action requirements, the Department will take no further action.
- 1.6.5.7.2 If, however, the Contractor has not complied with the corrective action requirements, the Department of Corrections Contract Monitor shall notify the Contract Facility Operator in writing that the matter will be referred to the Chief Procurement Officer to take action against the Contract Facility Operator, including but not limited to monetary offsets, suspension, or termination of the Contract.
- 1.6.5.8 If non-compliance issues are identified or discovered during a monitoring/inspection activity, whose gravity or severity harms the public and/or can not be mitigated by a Contractor's ability to bring its performance back into compliance at a future date through a corrective action plan, the Department of Corrections Contract Monitor shall also notify the Contract Facility Operator in writing that the matter will be referred to the Chief Procurement Officer to take action against the Contractor, including but not limited to monetary offsets, suspension, or termination of the Contract.
- 1.6.5.9 The Contract Facility Operator shall have ten days to appeal in writing disputing a finding of non-compliance that results in a deficiency notice/corrective action plan or a decision to refer the matter to the Chief Procurement Officer for action.

1.6.5.10 The Department of Corrections Contract Monitor shall have ten days to make a final determination regarding the disposition of the deficiency notice/ action plan or the decision to refer the matter to the Chief Procurement Officer for action and to provide written notice to the Contractor of the final determination.

1.6.6 General Requirements:

1.6.6.1 The Contract Facility Operator shall hold daily management team meetings and daily shift briefings; Department monitoring staff shall attend as determined by the Department.

1.6.6.2 The Department of Corrections Contract Monitor and monitoring staff shall be physically located at the facility.

1.6.6.3 The Contract Facility Operator shall provide Department monitoring staff exclusive use of office space and equipment i.e. desks, chairs, file cabinets, printer, office supplies, computers (Computer equipment, to be updated as necessary to comply with the standards utilized by the Department), etc., for a minimum of three (3) Department staff per 1000 bed unit.

1.6.6.3.1 Each Department monitoring staff member shall be provided a minimum of 120 square feet of work space.

1.6.6.4 The Contract Facility Operator shall provide Department monitoring staff with telephones that have dedicated extension numbers for their exclusive use.

1.6.6.5 The Contract Facility Operator shall provide a dedicated fax line for the exclusive use of the Department monitoring staff.

1.6.7 The following activities shall be administered by Department monitoring staff only:

1.6.7.1 Calculating inmate release and parole eligibility dates.

1.6.7.2 Calculating and awarding sentence credits.

1.6.7.3 Approving inmate Escorted Leave including, funeral trips and hospital bedside visits and work releases.

1.6.7.4 Approving the type of work inmates will perform and the wages or sentence credits inmates earn.

1.6.7.5 Determining the appropriate level of inmate supervision while engaged in any work assignment.

1.6.7.6 Granting, denying or revoking sentence credits, or placing an inmate in more restrictive custody or approving any disciplinary actions. Only the Department shall authorize the imposition of disciplinary sanctions against an inmate for violation of the inmate Rules of Discipline.

1.6.7.7 Inmate Classification.

1.6.7.8 The Department shall provide training to designated Contract Facility Operator staff in the areas and for the time frames shown by *Attachment #2, Department of Corrections Technical Services Training Requirements*".

1.7 PERFORMANCE AND MONETARY OFFSETS

1.7.1 The Department shall monitor the Contract Facility Operator's performance to ensure compliance with all Contract provisions and applicable Written Instructions, applicable Statutes, and Administrative Rules.

1.7.2 Performance Measures: As a method to ensure compliance with all Department Policies and Written Instructions, the Department currently uses the "Green, Amber, Red (GAR)" Inspections Reporting Protocol.

1.7.2.1 Please see Department Order 606, Internal Inspections Program and Department Order 703, Security/Facility Inspections.

The current GAR is available at website

http://www.azcorrections.gov/adc/divisions/adminservices/rfp_2012_pdf/AllCompetencyAllComponents.pdf.

A Contractor shall ensure that each of the GAR performance measures is met one hundred percent (100%).

1.7.3 Monetary Offsets:

1.7.3.1 The Department may impose monetary offsets, suspend, or terminate this Contract as authorized under the terms of this Contract.

1.7.3.2 The Department may impose monetary offsets for a Contract Facility Operator's non-compliance with any term or condition in this Contract.

1.7.3.3 If it is determined that a Contract Facility Operator should be assessed a monetary offset, the Chief Procurement officer shall provide written notice to the Contract Facility Operator specifying the amount of the monetary offset, the grounds for the monetary offset, and the time frame for the monetary offset.

1.7.3.4 At its discretion, the Department shall offset against any payments due a Contract Facility Operator until the full amount is satisfied.

1.7.3.5 Automatic Monetary Offsets: The Department shall assess the monetary offsets listed in Attachment 10, Required Reporting on deliverables as follows:

- 1.7.3.5.1 Report not received by 5:00 PM on the due date indicated. If the due date falls on a weekend or a State Holiday, offsets shall be assessed on deliverables not received by 5:00 PM on the next business day.
- 1.7.3.5.2 Report received by 5:00 PM on the due date indicated or if the due date falls on a weekend or a State Holiday, received by 5:00 PM on the next business day, but found to be inaccurate because it is not prepared in conformity with Department requirements.
- 1.7.3.5.3 Report received by 5:00 PM on the due date indicated or if the due date falls on a weekend or a State Holiday, received by 5:00 PM on the next business day, but found to be incomplete because all required information is not fully disclosed in a manner that is both responsive and pertinent to report intent or because of material omissions.
- 1.7.3.6 Corrective Action Plan Monetary Offsets: If a Contract Facility Operator has been issued a written deficiency notice but has not complied with the corrective action plan requirements and the Department has determined that the non-compliance does not warrant suspension or termination of the Contract, the Department shall assess the following monetary offset against the Contract Facility Operator until the Contract Facility Operator has complied with the corrective action plan requirements.
- 1.7.3.6.1 A monetary offset shall be assessed for each day the Contract Facility Operator has not complied with the corrective action plan requirements.
- 1.7.3.6.2 The monetary offset shall be determined as follows: Total Inmate Population of the Prison Facility on the due date x Per Diem Rate x 5.0 % = Monetary Offset
- 1.7.3.7 Staffing Monetary Offsets: Refer to Sections 1.9.10.4 thru 1.9.10.6 for requirements governing security position monetary offsets.
- 1.7.3.8 Immediate Monetary Offsets: The Department may assess immediate monetary offsets for non-compliance, even if a corrective action plan is in effect, if:
- 1.7.3.8.1 A Contractor Facility Operator's ability to bring its performance back into compliance at a future date does not mitigate the gravity or severity of the non-compliance.
- 1.7.3.8.2 The act of non-compliance represents a real or potential risk to the public or a threat to public safety.

- 1.7.3.8.3 The act or omission represents a blatant disregard for the requirements and responsibilities set forth in the Contract or represents a pattern of non-compliance.
- 1.7.3.8.4 Except as otherwise noted in Section 1.7.3.8.5, the monetary offset shall be \$1,000 per occurrence, not to exceed \$25,000 per finding of non-compliance.
- 1.7.3.8.5 Immediate monetary offsets shall be imposed as follows for the following:
- 1.7.3.8.5.1 An act of incompetence or neglect that presents a known and excessive risk to public safety. Monetary offset shall be \$25,000 per occurrence, per finding of non-compliance.
- 1.7.3.8.5.2 An act of deliberate indifference that disregards a known and excessive risk to an inmate's health or safety or violates an inmate's civil rights. Monetary offset shall be \$25,000 per occurrence, per finding of non-compliance.
- 1.7.3.8.5.3 Failure to provide comprehensive healthcare services coverage twenty four (24) hours a day seven (7) days a week, excluding a declared state of emergency recognized by the Department. Monetary offset shall be \$10,000 per occurrence, per finding of non-compliance.
- 1.7.3.8.5.4 A court finding of an act of deliberate indifference against a Department inmate. Monetary offset shall be the amount of the judgment levied against the State of Arizona.
- 1.7.3.8.5.5 Misrepresentation or falsification of information furnished to the Department. Monetary offset shall be \$10,000 per occurrence, per finding of non-compliance.

1.7.4 Intermediate Sanctions For Exigent Circumstances:

- 1.7.4.1 In the case of an act of non-compliance, the gravity or severity of which harms the public, demands unusual or immediate action, and/or can not be mitigated by a Contract Facility Operator's ability to bring its performance back into compliance at a future date, the Department, in addition to imposing monetary offsets, shall retain the right to modify or renegotiate the terms of the contract, such as custody levels, population thresholds, education and treatment obligations, or other Contract requirements. Other Contract requirements may include removal of inmates due to the exigent circumstances. If inmates are removed from the facility and as a result it affects the occupancy guarantee within the contract, the guarantee will be

suspended and payment will only be made on actual inmate count until such time as the Contractor brings its performance back into compliance.

1.7.4.2 The Department shall exercise this right, at its sole discretion, as an intermediate action short of Contract termination.

1.8 CONTRACTOR'S/SUBCONTRACTOR'S QUALIFICATIONS

1.8.1 Offerors shall demonstrate in their proposals that they are qualified to operate secure prisons and/or correctional facilities and shall have a minimum of five (5) years of experience within the last ten (10) managing inmates in a secure prison and/or correctional facility in the United States.

1.8.2 In accordance with A.R.S. § 41-1609.01, Offerors shall demonstrate in their proposals a history of safe operation and management of secure correctional facility(ies) consistent with requirements of this RFP.

1.8.3 Offeror's experience as a prison and/or correctional facility(ies) operator: Experience as a Contract correctional facility(ies) operator since the Offeror began operation, including operation under prior ownership or management:

1.8.3.1 For each correctional facility(ies) currently or previously operated in the United States identify the following:

1.8.3.1.1 Full Organization Name, including corporate names and DBAs, as applicable;

1.8.3.1.2 Location (full address);

1.8.3.1.3 Dates of operation, including the month and year operation started and the month and year operation ended, as applicable;

1.8.3.1.4 Current Custody Levels Managed;

1.8.3.1.5 Current Number of Inmates per Custody Level;

1.8.3.1.6 For Each Custody Level Managed since the operation started: Custody level and dates of operation, including the month and year supervision of custody level started and the month and year supervision of custody level ended, as applicable;

1.8.3.1.7 For each Custody Level Managed since the operation started: The fewest number of inmates ever managed at one time and the largest number of inmates ever managed at one time.

1.8.3.2 Preference shall be given to those Offerors:

- 1.8.3.2.1 With at least five (5) years of experience within the last ten (10) years managing more than 1,000 medium custody correctional inmates in the United States.
 - 1.8.3.2.2 Should information provided by the Offeror or obtained by the Department, per this RFP, reveal that the offeror ceased operation of a prison/facility based upon negligent or wrongful acts committed by the Offeror or based upon a contract being ended, not awarded, or not renewed for cause, the preference shall not be awarded.
- 1.8.4 Organizational qualifications and experience. Experience relative to the operation and management of secure prisons and/or correctional facilities in the United States, as well as the availability of experienced management staff to carry out the terms of the Contract.
- 1.8.4.1 For the Corporate Management Team, who will be responsible for a Contract awarded as a result of this request for proposal, the Offeror shall:
 - 1.8.4.1.1 Identify each member by name and title.
 - 1.8.4.1.2 Provide a resume or equivalent documentation to identify the experience of each member. This documentation shall clearly identify the amount of correctional experience each member has.
 - 1.8.4.1.3 Identify how long each member has worked for the Offeror and the amount of time the management team has worked together.
 - 1.8.4.2 The Offeror and/or Subcontractor shall also describe the experience and correctional qualifications for the following positions.
 - 1.8.4.2.1 Food Service Operator. (If subcontractor is used describe their experience)
 - 1.8.4.2.2 Health Service Operator. (If subcontractor is used provide detailed information on their experience in the delivery of medical, dental, pharmacy, and mental health services.)
 - 1.8.4.3 Describe how the Offeror's Corporate Management Team will interact with on-site Contract Facility management, including but not limited to the Warden, Deputy Warden, Chief of Security, Food Service Operator, and Health Service Operators and how the Corporate Management Team will support local facility operations.
 - 1.8.4.3.1 Identify how often contact will occur.
 - 1.8.4.3.2 What interaction will occur.
 - 1.8.4.3.3 Method of interaction / communication to be used.

1.8.4.3.4 Identify how many facilities each of Corporate Management Team member is (will be) supporting.

1.8.4.4 Describe an incrementally phased occupancy of the facility.

1.8.4.5 Provide evidence of compliance with Standard/Licensure requirements as prescribed by Contract Facility Section, Service Specifications, for the following:

1.8.4.5.1 Security Agency.

1.8.5 Past and Present Performance. Offerors are required to provide a list of and information pertaining to all customers in the United States since the Offeror began operation, including operation under prior ownership or management, to include all active contracts and all contracts which are no longer active.

1.8.5.1 Information being provided must include the following:

1.8.5.1.1 Full Contract/Customer Organization Name

1.8.5.1.2 Complete Contract/Customer Address, City, State, Zip Code, telephone Number, e-mail address.

1.8.5.1.3 Full Contract/Customer Organization Name.

1.8.5.1.4 Contract/Customer Contact name for verification. Each identified contact person shall have first hand knowledge regarding the specific work of the Offeror.

1.8.5.1.5 Identification if the Contract is active or inactive.

1.8.5.1.6 Complete Contract Dates.

1.8.5.1.7 Custody Levels Supervised/Managed

1.8.5.1.8 If the Contract is inactive, full and complete disclosure of the reason(s) the Contract ended, i.e., was cancelled, was terminated, was not renewed, was not awarded during a rebidding process, etc.

1.8.5.1.9 In the framework of the last 10 years, provide the following for the most recent five years of each active Contract and the most recent three years of each inactive Contract:

1.8.5.1.9.1 Detailed identification of and information pertaining to any and all deficiencies, letters/notifications/written communications of concern, corrective action/cure notices, instances of contractual non-compliance, quality of care issues or concerns, and financial or administrative concerns or failures related to the provision of service covered by the Contract and identified during the term of the Contract, including the resolution or final disposition regarding the deficiency, concern, failure or area of non-compliance.

1.8.5.1.9.2 Detailed identification of and information pertaining to any and all monetary sanctions or monetary off-sets related to the provision of service covered by the

Contract and applied during the term of the Contract, and the resolution or final disposition regarding the monetary sanctions or monetary off-set.

1.8.5.1.10 A list of all closed or pending legal judgments, claims, or lawsuits, including the complaint, the answer, and the final disposition, if closed.

1.8.5.1.11 Identification if any closed or pending legal judgments, claims, or lawsuits:

1.8.5.1.11.1 Contributed to any contracts ending.

1.8.5.1.11.2 Contributed to or were related to any deficiencies identified, concerns identified, failures identified, areas of non-compliance identified, monetary sanctions applied, or monetary off-sets applied during the term of the Contract.

1.8.5.2 The Department shall consider an Offeror's past performance based upon current and prior Contract performance and information obtained from the Offeror and from the Contract/Customer Organizations identified in Sections 1.8.5.1 and 1.8.5.2.

1.8.5.2.1 Contract performance shall show that the Offeror:

1.8.5.2.1.1 Has met the requirements of the Contract.

1.8.5.2.1.2 Has maintained adequate staff levels to meet the requirements of the Contract.

1.8.5.2.1.3 Did not have deficiencies or areas of non-compliance identified during the term of the Contract, that were not resolved to the full satisfaction of the Contract holder.

1.8.5.2.1.4 Did not have monetary sanctions or monetary off-sets applied during the term of the Contract, that were not resolved to the full satisfaction of the Contract holder.

1.8.5.2.2 Should information provided by the Offeror or obtained by the Department, per this RFP, reveal that the operation of a prison/facility ceased due to a contract being ended, not awarded, or not renewed because of negligent or wrongful acts committed by the Offeror or for cause, the Offeror may be deemed non-responsive.

1.8.6 Occurrences. For each prison/facility identified in Section 1.8.3.1., operated by the Offeror during the Offeror's last ten (10) years of operation, the Offeror shall provide with their response, in a format consistent with the sample format provided in Attachment 11, the following:

1.8.6.1 The number of annual occurrences in each of the categories listed in Section 1.8.6.5 by year.

1.8.6.2 The actual or estimated average daily population (ADP) for each year.

1.8.6.3 The overall “rate” of annual occurrences calculated per year per prison/facility based upon the corresponding reported average daily population, using the formula “occurrences divided by ADP times 1,000.”

1.8.6.4 Relevant information related to and full disclosure regarding the occurrence, as requested in the occurrence category. The Department reserves the right to contact all past contract holders/clients regarding any and all information provided.

1.8.6.5 Occurrence Categories:

1.8.6.5.1 Homicides. The murder or unlawful killing of an inmate by another inmate and classified as first degree murder, second degree murder, manslaughter, or negligent homicide.

1.8.6.5.2 Escapes. An inmate's unauthorized absence, departure from custody, from a correctional institution or release center without permission, from a secure work/transportation detail or failure to return following a temporary leave granted for a specific purpose. For each escape identify if the inmate was subsequently captured and if any public harm resulted from the escape.

1.8.6.5.3 Assaults on staff. Assaults committed by one or more inmates on a staff member(s) that intentionally or unintentionally cause physical injury. This includes striking the staff member with hand(s), fist(s), or feet; touching staff with intent to injure; or committing assault with bodily fluids by throwing or projecting saliva, blood, seminal fluid, urine, or feces at an employee.

1.8.6.5.4 Assaults on inmates. Assaults committed by one or more inmates on one or more inmates that intentionally or unintentionally cause physical injury.

1.8.6.5.5 Major Disturbances. Any collective action by twenty or more inmates that constitutes an attempt to gain control of an institution, unit or prison facility, or an area within an institution, unit or prison facility resulting in official action beyond summary sanctions, such as; return to cell, order to disperse, where a minimum of three of the following criteria are met:

1.8.6.5.5.1 Designated Armed Response Team (DART) is deployed and the Tactical Support Unit (TSU) is activated for the purpose of preventing the loss of authority or to regain control, or support from another Unit is requested staged, or deployed to the yard.

1.8.6.5.5.2 Damages resulting in a cost of \$5000 or greater. (If applicable identify the cost of damages.)

1.8.6.5.5.3 Multiple or serious injuries requiring hospitalization are incurred. (If applicable explain in detail.)

1.8.6.5.4 Staff, contractors, etc. (Anyone other than inmates) are taken hostage or assaulted. (If applicable explain in detail.)

1.8.6.5.5 Inmates fail to comply with lock down orders.

1.8.6.5.6 Outside agencies respond for assistance, i.e. law enforcement, fire, ambulance, or military. (If law enforcement, fire, or military responded explain in detail).

1.8.6.6 The Department shall calculate occurrence categories as follows:

1.8.6.6.1 For all occurrences the rate of annual occurrences shall be calculated per year per prison/facility based upon the corresponding reported average daily population, using the formula “occurrences divided by ADP times 1,000.” Results shall be tallied and averaged for each occurrence category and shall be compared to the Department 2009 TO FY 2011 average for that occurrence category and ranked as “Below Department of Corrections”, as “Meets Department of Corrections”, or as “Above Department of Corrections.”

1.8.6.6.2 The Department shall consider each occurrence category separately and shall consider a rank of “Below Department of Corrections” or “Meets Department of Corrections” to be acceptable performance in each occurrence category.

1.8.6.6.3 Serious, egregious or extraordinary occurrences in one or more occurrence categories may be judged and ranked separately based upon the circumstances of the occurrence, and may cause the occurrence category to be ranked as “Above Department of Corrections” regardless of the results obtained per Sections 1.8.6.5 and 1.8.6.5.1.

1.8.6.6.4 Preference shall be given to offerors with a “Below Department of Corrections” occurrence rank in all of the categories..

1.8.6.6.5 Should information provided by the Offeror or obtained by the Department, per this RFP, reveal serious, egregious or extraordinary occurrences in one or more occurrence categories that suggest negligent or wrongful acts committed by the Offeror, the Offeror may be deemed as non-responsive.

1.8.7 Subcontracted Services. Subcontractors may be used to furnish some services required by this solicitation; specifically, food services, health services. Facility management, security operations and tertiary subcontracting shall not be allowed unless approved by Department Health Services Division Director. Services of subcontractors shall not be authorized without the prior written approval of the Department. Offerors shall identify any other areas they will utilize sub-contractors to provide services.

- 1.8.7.1 The Contract Facility Operator shall accept full responsibility for the performance of all subcontractors.
- 1.8.7.2 Subcontracting for services shall not relieve the Contract Facility Operator of its primary responsibility to comply in full with the terms, conditions, requirements and responsibilities of this Contract.
- 1.8.7.3 Subcontractors shall have the staff and resources within their own capabilities to provide specified services.
- 1.8.7.4 The cost for all subcontractors shall be included in the proposed per diem rate.
- 1.8.8 Offerors shall complete *Subcontractors Section, Identification of Subcontractors*, to provide required information regarding each proposed subcontractor.
- 1.8.8.1 The Contract Facility Operator shall not dismiss the services of a subcontractor without prior written notice to and written approval from the Department of Corrections Contract Beds Operations Director. The Contract Facility Operator shall also submit their plan to ensure continuation of services without interruption.
- 1.8.8.1.1 The Contract Facility Operator shall provide relevant documentation as to qualifications to ensure the replacement service provider complies with Department requirements.
- 1.8.8.1.2 Replacement services shall not commence until the Contract Facility Operator receives the Department's written "Notice to Proceed".
- 1.8.8.2 During the term of this Contract, if the Contract Facility Operator proposes to use a subcontractor in addition to or other than the authorized subcontractor(s) shown by Subcontractors Section, the Contract Facility Operator shall follow the process described below:
- 1.8.8.2.1 The Contract Facility Operator shall provide a revised Fee Schedule and Budget Narrative to indicate the costs of the subcontracted services. A revised General Staffing Pattern, listing positions to be provided by the subcontractor, shall be provided to the Department. If a per diem cost adjustment (increase/decrease) is approved by the Department subject to the requirements of A.R.S. §41-1609.01, a formal amendment shall be executed.
- 1.8.8.2.2 If a per diem cost adjustment is not required and the subcontractor is approved by the Department, the Director, or designee, shall advise the Department of Corrections Procurement Services by written notice. Procurement Services shall provide the revised General Staffing Pattern and Identification of

Subcontractors to all parties by formal amendment. The effective date shall be the date of approval by the Director, or designee.

- 1.8.8.2.3 Unless a verified emergency, agreed to by the Department, exists requiring a prompt change in a subcontractor, the Contract Facility Operator shall furnish a copy of the proposed subcontract in draft form to the Department of Corrections Contract Beds Operations Director, or designee.
 - 1.8.8.2.4 The proposed subcontract shall be submitted one hundred twenty (120) days prior to the projected date on which subcontracted services are to be initiated.
 - 1.8.8.2.5 The Department of Corrections Contract Beds Operations Director, or designee, shall review and approve, or disapprove the draft document in relation to operational and programmatic requirements.
 - 1.8.8.2.6 A copy of the draft document shall be forwarded to the Procurement Services Unit for review to ensure technical requirements contained herein are satisfied.
 - 1.8.8.2.7 The Procurement Services Unit shall advise the Department of Corrections Contract Beds Operations Director, or designee, if technical requirements have been omitted, or if provided information is inadequate to meet the best interest of the State and the Department.
 - 1.8.8.2.8 Subcontracts and services shall not be initiated unless approved by the Department at its sole discretion.
- 1.8.8.3 The Contract Facility Operator and designated subcontractor shall ensure the following paragraph appears on the first page of the subcontract. The paragraph shall be reproduced verbatim:
- 1.8.8.3.1 *“Subcontractors Section, Subcontractor’s Certification, of Contract #120088DC between the Department and the Contract Facility Operator for the provision of facility services is hereby made a part of this subcontract and shall be placed after the final page of the subcontract document. The Subcontractor agrees to comply with all requirements of Subcontractors Section, to include provision of requested information and documentation.”*
- 1.8.8.4 Each subcontract submitted to the Department of Corrections Contract Beds Operations Director in draft form for review must include a completed Subcontractors Section with all requested information / documentation attached.

1.9 FACILITY MANAGEMENT

- 1.9.1 Provide an organizational chart reflecting the structure of the facility, to include linkage / span of control with the management office.
- 1.9.2 Describe the method the offeror will use to ensure the compliance and performance of policies and directives and how any deficiencies will be corrected.
- 1.9.3 Describe the method(s) to be used to manage the following areas to ensure the highest quality of service delivery is ensured:
 - 1.9.3.1 Security Operations including a Critical Incident Response Plan utilizing an approved ICS model. ICS model is Incident Command System adopted as a national standard for emergency response by FEMA. The National Incident Management System (NIMS) was developed so responders from different jurisdictions and disciplines can work together better to respond to natural disasters and emergencies, including acts of terrorism. Offerors can get detailed information, including training modules, by visiting www.fema.gov
 - 1.9.3.2 Implementation Inmate's Corrections Plan
 - 1.9.3.2.1 Corrections Plan Management.
 - 1.9.3.2.2 The Inmate's Work Day to include Education Service Delivery/Career and Technical Education, Substance Abuse Treatment
 - 1.9.3.2.3 Recreation
 - 1.9.3.2.4 After-program hours time to include Religious Service Delivery, Resource Center Services availability, and programs to address self-improvement.
 - 1.9.3.2.5 Transition-specific planning and programming
 - 1.9.3.2.6 Health Services
 - 1.9.3.2.7 Incentives System
 - 1.9.3.2.8 The Institutional daily schedule
 - 1.9.3.3 Program Services Delivery.
 - 1.9.3.4 Support Services Operations
 - 1.9.3.4.1 Food Service Delivery.
 - 1.9.3.4.2 Commissary Service Delivery.
 - 1.9.3.5 Religious Service Delivery.
 - 1.9.3.6 Resource Center Services Delivery.
 - 1.9.3.7 Health Services (Medical, Dental, Pharmacy).
 - 1.9.3.8 Mental Health
 - 1.9.3.9 Education Service Delivery/Work Based Education.

- 1.9.3.10 Commissary Service Delivery.
- 1.9.3.11 Substance Abuse
- 1.9.4 Describe in detail the Human Resources policies/practices for:
 - 1.9.4.1 Applicant background checks.
 - 1.9.4.2 Employee Recognition.
 - 1.9.4.3 Promotions / Dismissals.
 - 1.9.4.4 Recruitment.
 - 1.9.4.5 Employee Retention.
 - 1.9.4.6 Employee Wages and Benefits.
 - 1.9.4.7 Use of part-time employment
- 1.9.5 Describe the method to ensure that record keeping functions relative to entry of inmate information into the Department Adult Information Management System (AIMS) is completed in a timely manner and how quality of entries is ensured.
- 1.9.6 Operational Issues. Offerors shall provide a detailed response to the following topics:
 - 1.9.6.1 The Commissioning Procedures (pre-activation audit), related to policy compliance, staff recruitment, training, physical plant activation, food service, inmate commissary, health services and any other direct inmate services to be provided.
 - 1.9.6.2 The Quality Assurance Plan and method of implementation for provision of correctional services.
 - 1.9.6.3 Outline for preventive maintenance and emergency repairs, safety and sanitation of the physical plant.
 - 1.9.6.4 Plan for the maintenance of a drug-free workplace.
 - 1.9.6.5 The bidder shall provide their plan for providing and maintaining a green/carbon neutral environment.
- 1.9.7 Critical Incident Response Plan. The Contract Facility Operator shall provide response plans that specify the procedures to be followed in the event of a Critical Incident at the contract facility. The offeror shall adopt the same standards provided by the Arizona Department. Critical Incidents include:

- 1.9.7.1 An event(s) of noncompliance or violation of Contract terms and conditions that may present serious threat to the safety, health or security of inmates, employees, or the public.
- 1.9.7.2 Hunger strikes, inmate disturbances, escapes, taking of hostages, employee work stoppages, strikes, fire, natural disaster, inmate suicides, inmate homicides, instances of compromise to the Prison Rape Elimination Act (PREA) or other serious events, in accordance with Department of Corrections Written Instructions relating to significant incidents.
- 1.9.7.3 Private Prison Assumption and/or Emergency Operations: Offerors must provide for Department approval, detailed plans which the Department may use to assume control of the private prison. Detailed plans shall include, but are not limited to, the following incidents or occurrences:
- 1.9.7.3.1 A plan identifying the process of transferring the private prison operation from the private prison Contractor to the Department upon termination of the Contract. The Contract may be terminated as delineated in this document.
- 1.9.7.3.2 Event(s) of noncompliance or violation of Contract terms and conditions that may present serious threat to the safety, health or security of inmates, employees, or the public.
- 1.9.7.3.3 A plan identifying the process for the assumption of private prison operations by the Department in the event of bankruptcy or financial insolvency of the Offeror.
- 1.9.7.3.4 An incident management emergency plan addressing inmate disturbances, employee work stoppages, strikes, or other serious events in accordance with the Department Order relating to the significant incidents.
- 1.9.8 Drug Testing Program. The Contract Facility Operator shall implement a drug and alcohol testing program for applicants, employees and volunteers, at no additional cost to the Department. The Contract Facility Operator shall ensure that all subcontractors implement the same drug and alcohol testing program required by the Department. The program shall meet the requirements of Department Order 522, Drug-Free Workplace.
- 1.9.9 Offeror's Staff Recruitment and Hiring Practices. Offeror must ensure all areas of responsibilities are addressed relative to hiring requirements (background investigations, fingerprinting, licensure, and registration), recruitment and hiring of vacant and critical positions and position descriptions. The cost for all proposed positions shall be funded within the proposed per diem rate.
- 1.9.9.1 The Director, or designee, shall participate with the selected Contract Facility Operator in the hiring process, for the positions of Warden, Deputy Warden and Chief of Security.

1.9.9.2 The Contract Facility Operator shall submit written personnel procedures to the Department 90 days prior to the arrival of the first inmate. Said procedures shall address, at least, the following:

1.9.9.2.1 Recruitment and selection practices including in-service training and staff development.

1.9.9.2.2 Job descriptions outlining essential functions of the job, required knowledge, skills and abilities and minimum qualifications.

1.9.9.2.3 Compensation.

1.9.9.2.4 Medical, dental and other benefits.

1.9.9.2.5 Holidays.

1.9.9.2.6 Promotions.

1.9.9.2.7 Leave time.

1.9.9.2.8 Employee performance evaluation.

1.9.9.2.9 Disciplinary procedures (Shall mirror sanctions and articles of misconduct identified in Department Order for employee discipline).

1.9.9.2.10 Termination.

1.9.9.2.11 Resignation.

1.9.9.2.12 Personnel and training records.

1.9.9.3 Services and benefits identified under Offerors Staff Recruitment and Hiring Practices shall be available to the Contract Facility Operator's employees during the term of this Contract. The Contract Facility Operator shall ensure authorized subcontractors provide similar services and benefits to their employees.

1.9.10 Staff Recruitment. All solicitations or advertisements for employees shall state that unless there is a bonafide occupational qualification, all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), or disability.

1.9.10.1 The Contract Facility Operator shall comply and ensure authorized subcontractors comply, during the term of the Contract, with all State and Federal requirements relevant to employment practices and procedures.

1.9.10.2 Mandated Positions/Posts The Department considers the following categories of personnel to occupy "mandated positions/posts." These

positions/posts are: registered security, inmate health services, and food service (kitchen) positions/posts. Mandated positions/posts must be filled at all times, either by full-time or part-time qualified staff, or through the use of qualified temporary or overtime staff, until the vacancy is filled.

- 1.9.10.2.1 Mandated positions/posts, consisting of personnel hired for the positions of Major, Captain, Lieutenant, Sergeant, and Correctional Officers, shall be registered by the Department of Public Safety as Security Guards (officers), in accordance with the requirements of A.R.S. Title 32, Chapter 26, Article 3 prior to initiation of services. This defines those personnel as “registered security.”
- 1.9.10.2.2 The Offeror shall provide the minimum level of experience required for all supervisory and management staff and registered security that will be in place upon arrival of the first inmate.
- 1.9.10.3 **Non-Mandated Positions/Posts:** Non-mandated positions/posts are all other positions/posts authorized by the facility’s staffing pattern that are not included as mandated positions/posts, above.
- 1.9.10.3.1 If a non-mandated vacancy occurs that impairs the effectiveness of service delivery or secure operation of the facility, the Contract Facility Operator shall be required to fill the position/post immediately upon written notice from the Department of Corrections Contract Monitor. Coverage of this non-mandated position/post shall be accommodated by qualified temporary or qualified overtime staff until the vacancy is filled.
- 1.9.10.4 **Staff Vacancies and Monetary Offsets – General:** A staff vacancy occurs when a position/post is no longer filled by an active employee. This may result from promotion, transfer, dismissal, resignation, retirement, disability, military deployment, or long-term medical leave. Even if the employee is still considered active with the Offeror, the position/post becomes vacant when the employee is incapable or unavailable to fill the position/post on a daily basis.
- 1.9.10.4.1 The Contract Facility Operator shall conduct recruitment and hiring activities to ensure mandated and non-mandated staff vacancies, including subcontractor staff vacancies, are filled in accordance with the number and types (classifications) of positions. The Contract Facility Operator shall ensure that authorized subcontractors actively recruit and fill vacant positions/posts within the specified time-frame.
- 1.9.10.4.2 Monetary offsets can be assessed against the Offeror when staff vacancies occur, until the position/post is filled. An offset (reducing an invoice) for the costs associated with the position(s)/post(s) shall be imposed by the Department in the

amount of mean salary and full cost of benefits of the vacant position(s) for each workday the position remains vacant. The contractor shall provide the Department of Corrections Contract Monitor with a current list of the salary and benefits for each of the Contractor's and subcontractor's staff positions. This list shall be updated annually or upon any adjustment to any position.

1.9.10.4.3 Monetary offsets will be determined by the number of hours each week the position does not provide forty (40) hours of coverage through either a qualified temporary or qualified overtime staff. Part-time positions will be offset at a pro-rated amount; example: a half-time position will be offset for twenty (20) hours per week.

1.9.10.4.4 The Department considers a position filled when the individual hired is functioning in the relevant capacity of the position and earning compensation, not when the position is announced, a selection is made, or when a "hiring date" has been agreed upon.

1.9.10.5 **Offsets – Mandated Positions/Posts:** If the Offeror fails to take action to keep mandated positions/posts filled at all times, offsets for unfilled mandated positions/posts go into effect immediately. The continued practice of having vacancies in mandated positions/posts may constitute an Event of Default.

1.9.10.6 **Offsets – Non-mandated Positions/Posts:** All non-mandated positions/posts that become vacant after initial hiring shall be filled within forty-five (45) days after the date the vacancy occurred. Offsets for non-mandated positions/posts go into effect the 45th calendar day after the vacancy occurs.

1.9.10.6.1 Exception: offsets for any unfilled non-mandated post(s) identified as impairing service delivery or the secure operation of the facility (per Section 1.9.10.3.1) go into effect upon written notice from the Department.

1.9.10.6.2 The Contract Facility Operator's failure to fill a non-mandated position/post that has remained vacant for longer than forty-five (45) days may constitute an Event of Default.

1.9.10.7 **Hold Harmless:** The Contract Facility Operator shall hold the Department harmless from liability claims of third parties arising from the Department's participation in recruitment/hiring procedures.

1.9.11 **Staff Background Investigations.** The Contract Facility Operator shall conduct background investigations, as required in Department Order 602, **Background Investigations**, on all potential employees who will work on a routine basis at the facility, including the Contract Facility Operator's employee's, volunteers, consultants, independent contractors and subcontractors. Background investigations shall include,

employment history, professional reference checks, military service, licensure verification and personal history.

- 1.9.11.1 The Contract Facility Operator shall ensure that each applicant completes the background investigation prior to hiring or allowing access to the facility.
- 1.9.11.2 The Contract Facility Operator shall maintain complete copies of all applicant background investigations and make these available to the Department immediately upon request for review and/or audit.
- 1.9.11.3 The Department shall conduct NCIC/ACIC computerized criminal history checks for all potential security and non-security staff as well as volunteers, consultants, independent Contractors, who will be performing work within the facility. The Contractor shall pay the Department a monthly service fee of \$100.00 to cover costs associated with NCIC/ACIC criminal history checks. The Department shall notify the Contractor of any cost increase for this service. Notification shall be in writing. The Contract Facility Operator shall indicate a reduction of this fee once per month on their invoice.
- 1.9.11.4 The Contract Facility Operator shall be responsible for all costs related to licensure as a security agency and registration of security staff as Security Officers as well as any other professional staff which require a license / certification.
 - 1.9.11.4.1 If applicable, licensure shall be in accordance with the requirements of A.R.S. Title 32, Chapter 26.
- 1.9.11.5 The Contract Facility Operator shall ensure that security and non-security staff, to include subcontractors, complete the forms listed below. Originals of the forms shall be provided by the Department. The Contract Facility Operator shall be responsible for obtaining or duplicating the forms as necessary.
 - 1.9.11.5.1 Fingerprint Card, Form FD-258.
 - 1.9.11.5.2 Department of Corrections Background Investigation Supplement 33, Form #304005.
 - 1.9.11.5.3 Consent to Search, Form #70501097.
- 1.9.11.6 Fees that may be charged by law enforcement entities to fingerprint applicants shall be paid by the Contract Facility Operator.
- 1.9.11.7 The Department of Public Safety (DPS) charges a fee to process each individual fingerprint card. Payment of this fee is the responsibility of the Contract Facility Operator and is made directly to DPS. The current charge is \$29.00, however may be subject to change by DPS.

- 1.9.11.8 If requested by the Contract Facility Operator, the Department will process fingerprint cards for non-security staff. The Contract Facility Operator shall pay for the cost to process the cards.
- 1.9.11.9 The Department of Corrections Contract Monitor shall provide the Contract Facility Operator with approval or disapproval of each name submitted based on NCIC / ACIC results.
- 1.9.11.10 If subsequent criminal information is obtained as a result of research relative to the fingerprint card, the Department of Public Safety shall advise the Contract Facility Operator. The Contract Facility Operator shall notify the Department Monitor of any individual whose fingerprint information has disclosed a history of criminal arrests and/or convictions.
- 1.9.12 Agency Security Regulations. The successful Offeror shall comply with all Department security regulations. Submission by the Offeror of employment and criminal history background information and submission of fingerprints to the Department shall be required.
- 1.9.13 Facility Procedures and Post Orders. At least ninety (90) days prior to acceptance of the first inmate, the Contract Facility Operator shall submit written procedures and post orders for facility security and control as required by *Contract Facility Section, Service Specification, Contract Facility, Objective III*. Written procedures and post orders shall include, the following:
- 1.9.13.1 A "secure" armory, i.e., hardened walls and ceiling, to store all weapons, ammunition and chemical agents in compliance with Department of Corrections Written Instructions.
- 1.9.13.2 Procedures, equipment and staff training to ensure Contract Facility Operator control of a Critical Incident.
- 1.9.13.3 Agreements / Contracts with local law enforcement authorities.
- 1.9.13.4 Providers of firefighting and emergency medical services shall have access to the facility during emergency situations as requested by the Contract Facility Operator, and in accordance with the Contract Facility Operator's security requirements.
- 1.9.13.5 Inmate Management Services. The Contract Facility Operator's institutional orders and post orders shall address each category listed under Contract Facility Section Service Specification Contract Facility Objectives III and IV. Institutional orders and post orders regarding inmate management services and programs shall also comply with the requirements of Department of Corrections Written Instructions.
- 1.9.13.6 Submission of the Contract Facility Operator's procedures and post orders shall be accomplished 90 days prior to acceptance of the first inmate.

- 1.9.13.7 The Contract Facility Operator's procedures shall provide specific direction to facility staff regarding applicable Department of Corrections Written Instructions.
- 1.9.13.8 The Contract Facility Operator's Post Orders shall provide direction to staff regarding responsibilities assigned to specific posts in support of facility procedures.
- 1.9.13.9 All procedures and modifications shall be submitted to the Department for written approval prior to implementation.
- 1.9.13.10 During the term of the Contract, when changes occur to existing Department of Corrections Written Instructions, Administrative Rules, courses or curriculum, that are determined to be relevant to the operation of the facility, the Department shall, via the Department of Corrections Contract Monitor, notify the Contract Facility Operator in writing. The Contractor may request exemptions to any Department Written Order / Instruction or section thereof. Said exemption requests must be made in writing to the Department of Corrections Contract Monitor and shall be approved or disapproved in writing by the Director, or designee.
- 1.9.13.10.1 Unless otherwise stipulated in writing by the Department, required changes to the Contract Facility Operator's written procedures, post orders, or manuals shall be accomplished by the Contract Facility Operator within thirty (30) days after receipt of the Department written notice and submitted to the Department of Corrections Contract Beds Operations Director for approval.
- 1.9.13.10.2 Requests initiated by the Contract Facility Operator to change written procedures, post orders, or manuals previously approved by the Department shall be directed to the Department of Corrections Contract Monitor via the Contract Facility Operator for approval or disapproval by the Department of Corrections Contract Beds Operations Director, or designee. Each request shall be accompanied by written justification that details the reason for the desired change(s) and a description of the impact on the current operation if the change(s) is or is not authorized.
- 1.9.13.10.3 In the event changes to applicable Department Orders, Director's Instructions, Administrative Rules, courses and curriculum increase the cost of the Contractor's fulfillment of its obligations under the Contract, the Department is willing to review the changes and negotiate a modification of the Contract to provide adequate compensation for the more costly services.

- 1.9.14 Procedures for Employees to Report Problems. Offerors shall provide a plan detailing procedures for employees to report problems. The plan shall demonstrate that the Contract Facility Operator will have mechanisms in place allowing prison employees to anonymously report safety and security problems to facility management, facility ownership and to the Department. These mechanisms shall include, but shall not be limited to, installation of suggestion boxes for employees. At least one suggestion box installed by the Contract Facility Operator shall be key controlled by the Department Contract Monitor assigned to the facility.
- 1.9.15 Required Staff Meetings with Department Representatives. The Department may require the Offeror's staff attend meetings for the purpose of coordination of services. All associated costs to attend described meetings shall be the responsibility of the Contract Facility Operator. The offeror shall provide teleconference services to interface with the Department.
- 1.9.16 Assignment, Admission and Discharge Criteria. The Department shall have sole authority to determine which inmates shall be assigned to and discharged from the facility.
- 1.9.16.1 Determination shall be based on the Department inmate classification system, screening criteria relative to the facility and the committing offense.
- 1.9.17 Transportation:
- 1.9.17.1 Initial Loading: The Department will load inmates based on an agreed upon schedule between the Department and the contractor. Once a confirmed and agreed upon loading schedule is finalized a contract amendment will be prepared by Procurement Services.
- 1.9.17.2 During the term of the contract: The Department shall transport inmates to and from the facility based on a transportation schedule which coincides with statewide movement. The Contract Facility Operator shall be responsible for the following transports and all costs associated with:
- 1.9.17.2.1 The Contract Facility Operator shall be required to transport an inmate(s) who is being returned to a Department institution if the inmates' date of return does not correspond to the Departments normal transportation schedule.
- 1.9.17.2.2 The Contract Facility Operator shall transport inmates in accordance with Department Order 705, Inmate Transportation.
- 1.9.17.2.3 The Contract Facility Operator shall transport inmates to necessary appointments, e.g., dental, medical, court, etc.

1.9.17.2.4 The offeror shall utilize the same security precautions applied by the Department for transportation of inmates. Any equipment or vehicle modifications to comply with Department requirements shall be borne by the offeror.

1.9.17.2.4.1 Two (2) armed officers shall be required to accompany and remain with the inmate during and after medical appointments and medical emergencies.

1.9.17.2.5 Upon an inmate's release, the Contract Facility Operator shall transport the inmate to a parole office, a designated shelter, or to public transportation.

1.9.18 Emergency Assistance / Services - Escapes. A.R.S. § 41-1609.03 requires that a firm that contracts with any governmental entity for the provision of a correctional facility be liable for the cost of any emergency, public safety, or security services provided to the Contract Facility Operator by the State or any political subdivision of the State and shall reimburse the State or any political subdivision of the State for the cost of such services.

1.9.18.1 An Offeror awarded a contract as a result of this request for proposal shall be liable for costs as required under A.R.S. § 41-1609.03.

1.9.18.2 In addition to A.R.S. § 41-1609.03, an Offeror awarded a contract as a result of this request for proposal shall be liable for the cost of any emergency, public safety, or security services, resulting from an inmate escape or other emergency occurrence, incurred by the federal government and/or any other jurisdiction's law enforcement agencies and shall reimburse the federal government and/or other jurisdiction's law enforcement agencies for the cost of such services.

1.9.18.3 The Contract Facility Operator shall assist the Department of Corrections and all other involved law enforcement agencies, regardless of jurisdiction, as dictated, in the recapture of escapees from the facility.

1.10 FINANCIAL

1.10.1 Offerors shall provide a plan to finance the facility with the proposal. The offeror shall submit with their proposal response as applicable a pre-approved financing agreement, Securities and Exchange Commission documentation, proof of sufficient cash or liquid assets to fund the project, or any other supporting documentation based on their plan of financing.

1.10.2 In accordance with A.R.S. § 41-1609.01 Offerors are required to submit *Audited Financial Statements* for the last five (5) years or for the number of years the Offeror's firm has been in existence, if less than 5 years.

- 1.10.2.1 Said financial reports shall include, income statements, statement of cash flow and balance sheets.
 - 1.10.2.2 Audited Income Statement and Balance Sheets for the last five (5) years or, if less than five (5) years in business, audited Statements for the period of operation. Provide a Pro-Forma Statement.
 - 1.10.2.3 The Department shall have the right to request additional financial data in order to obtain information deemed necessary. Time-frames for submittal and type(s) of financial data required shall be noted in the Department written request for information.
- 1.10.3 A Contractor shall provide annually during the term of the contract the following Financial Statements:
- 1.10.3.1 Two copies of audited corporation Financial Statements prepared and audited by an independent, licensed CPA according to generally accepted accounting principles (GAAP) and including a balance sheet, income statement, cash flow statement, and accompanying accountant's notes. Offeror shall state the date in their proposal response that the statements will be provided to the Department of Corrections Contract Beds Operations Director on an annual basis.
 - 1.10.3.2 Two copies of audited Financial Statements specific to the Contract prepared and audited by an independent, licensed CPA according to generally accepted accounting principles (GAAP) and including a balance sheet, income statement, cash flow statement, and accompanying accountant's notes. Offeror shall state the date in their proposal response that the statements will be provided to the Department of Corrections Contract Beds Operations Director on an annual basis.
- 1.10.4 In accordance with A.R.S. §41-1609.01, L and upon receipt of the first inmate by the Contract Facility Operator, the Department shall direct the gathering of information related to the performance of the Contract Facility Operator in order to conduct a cost comparison of executed privatization contracts once every five years for each contract.
- 1.10.5 Per Diem Rate. The Offeror's proposed per diem rate must incorporate all costs for service provision, with the exception of costs identified herein to be borne by the Department.
- 1.10.5.1 The contractor shall assume all healthcare related costs.
- 1.10.6 The Department will guarantee an overall occupancy rate of 90%, noting that funding for this project requires an annual appropriation by the legislature.
- 1.10.6.1 The guaranteed overall occupancy rate of 90% shall begin when the 90% occupancy rate is achieved.

- 1.10.6.2 The 90% guarantee shall no longer be effective once the deactivation schedule is approved by the Director of the Arizona Department of Corrections, based on termination or cancellation of the contract. The guarantee stops when the first inmate is removed as part of the approved plan.
- 1.10.6.3 As identified in section 1.7.4, should an exigent circumstance occur whereby the Department removes inmates from the facility or restricts movement of inmates in the facility, the occupancy guarantee will be suspended and payment will only be made on actual inmate count at the facility until such time as the Contractor brings its performance back into compliance and the inmate population is restored to the occupancy guarantee level by the Department.
- 1.10.7 Fee Schedule. The Offeror shall be required to provide a Fee Schedule (Fee Schedule Section).
- 1.10.7.1 Utilizing the Fee Schedule form, the Offeror shall be required to provide a breakdown of relative daily costs, per inmate, per day, that are included in the per diem rate.
- 1.10.7.2 Categories of expense, as shown on the Fee Schedule, shall be used to identify the relative daily cost applied to each expense item.
- 1.10.7.3 All expenses must be identified within the structure of the Fee Schedule.
- 1.10.7.4 The Fee Schedule must be signed by the authorized signatory.
- 1.10.7.4.1 The Department has a right to request additional detailed information relative to any expense item.
- 1.10.7.5 The Department shall not accept a Fee Schedule which reflects a variable per diem rate that is based upon occupancy levels (sliding scale).
- 1.10.7.6 The Offeror's proposed per diem rate must incorporate all costs for service provision, with the exception of costs identified herein to be borne by the State.
- 1.10.7.7 The per diem rate may be subject to adjustment each year in accordance with A.R.S. §41-1609.01 (D).
- 1.10.8 Budget Narrative. The Offeror shall be required to provide written narratives for each cost item on the Fee Schedule.
- 1.10.8.1 Utilizing the Budget Narrative form, the Offeror shall be required to provide supporting detail relative to each expense category.
- 1.10.8.2 Calculations provided by the Budget Narrative must breakdown to the total daily costs shown on the Fee Schedule.

- 1.10.8.3 The Budget Narrative shall be descriptive and provide the Department of Administration with enough detail to explain how the cost for the expense category was calculated.
- 1.10.9 The Offeror may computerize the Fee Schedule and Budget Narrative forms; however, format and content must remain unchanged.
- 1.10.10 Per Diem Invoicing. The Contract Facility Operator shall utilize the invoice format directed by the Department to submit twice per month Per Diem Invoices. All information requested shall be provided to the Department. See 16, Invoicing / Payments, 16.1, for procedure.
- 1.10.11 Annual Cost Adjustments. The Contract Facility Operator shall be eligible to receive consideration for an annual cost adjustment in accordance with A.R.S. §41-1609.01(D) and (E).
- 1.10.12 Annual Cost Adjustment Amendment(s). Amendments regarding annual cost adjustments that are approved by the Department and funded by the Legislature in accordance with A.R.S. §41-1609.01 shall be effective on the activation/anniversary date of the Contract.
- 1.10.12.1 Adjustments shall be subject to availability of monies appropriated.
- 1.10.12.2 In accordance with A.R.S. §41.1609.01(D), the Department may consider a request for an annual cost adjustment. The request shall be submitted each year no later than July 1st, prior to the fiscal year in which the adjustment is sought.
- 1.10.12.2.1 Rate adjustments relative to construction or renovation costs shall not be entertained unless such requests are relevant to changes required by the Department and not related to the Contract Facility Operator's failure to adequately anticipate the needs of the physical plant or security requirements.
- 1.10.12.3 If an approved adjustment results in an increase in cost to be paid by the Department, said increase shall not exceed the percent of change in the average Consumer Price Index (CPI) established for the most recent calendar year, as published by the United States Department of Labor, Bureau of Labor Statistics, unless a greater amount is authorized and funded by the Legislature.
- 1.10.12.4 Annual requests for cost adjustments shall be submitted to the Department. Requests shall include documentation in the form of a revised Fee Schedule and supporting Budget Narrative forms.
- 1.10.12.4.1 The Fee Schedule and Budget Narrative shall address only those areas of cost impacted by the Contract Facility

Operator's request for adjustment so the Department may see the categories of cost affected and read the justification contained in the Budget Narrative, which shall also include calculations comparing previous expenses with current expenses.

1.10.12.4.2 Annual cost adjustments which include consideration for salary increases shall include a comparative analysis, by job classification, of wages within the geographic region to include Department wages and competitive Contract Facility corporations.

1.10.12.4.3 Annual cost adjustments based on professional services shall include documentation of effort to acquire alternative delivery entities and the associated costs.

1.10.12.4.4 Annual cost adjustments based on adjustments associated with utility services shall include documentation of efforts to seek alternative services and/or modification to existing services.

1.10.12.5 The Department shall have the right to request and receive additional information, statistics, etc., and to direct the content, form and format of presentation as it deems necessary to validate the Contract Facility Operator's request for an annual cost adjustment.

1.10.12.6 Request for further clarification of annual cost adjustments, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States mail, postage prepaid, return receipt requested. Failure to respond to the Department request within the time frames specified shall nullify the Contract Facility Operator's request.

1.10.13 Other Cost Adjustments/Modifications. A cost adjustment to this Contract that applies to A.R.S. §41-1609.01, may be granted if the Legislature specifically authorizes the adjustment and appropriates monies for that purpose.

1.10.13.1 Specific to A.R.S. §41-1609.01, the Department shall follow the legislative process to support each approved cost adjustment.

1.10.13.1.1 The Department may support the Contract Facility Operator's request for payment depending upon the individual circumstances related to each request. Such increase may be retroactive, as determined by the Department.

1.10.13.2 The Department shall not consider requests from the Contract Facility Operator for cost increases related to renovation or construction activities unless the Contract Facility Operator is directed by the Department to

renovate or construct a particular structure at the direction of the Department.

1.10.13.2.1 During the term of this Contract, the Contract Facility Operator shall not submit a request for a cost increase related to renovation or construction expenses the Contract Facility Operator chooses to undertake, nor pass through such costs to the Department in subsequent requests for cost increases. Any such renovation or construction project must be approved by the Department prior to initiation of work.

1.10.14 Purchase Option: The Department shall have the right to purchase the Facility as described below.

1.10.14.1 Purchase Option: Amortization of the full purchase price of the facility over the full term of the contract, with a portion of the per diem to be applied to reduce the purchase price to zero at the end of the contract term. This option shall also include an option for the Department to purchase the facility at any point during the term of the contract for an amount stated in the original bid.

1.10.14.2 If the Offeror is proposing a new facility, the purchase option price shall be based on total actual construction costs. For new facilities, the Offeror shall estimate total construction costs for the purpose of presenting a purchase option price. Offeror shall make every effort to demonstrate the operational life expectancy of the facility.

1.10.14.3 If the Offeror is proposing an existing facility, the purchase option price shall be based on fair market value. For existing facilities, and for the purpose of presenting a purchase option price, the Offeror shall estimate fair market value as of the proposal submission date. The Offeror shall submit supportive documentation, e.g. an appraisal, showing how the estimate was determined. Following review of the fair market value submission, the Department may, at its discretion, obtain a second appraisal by a State-contracted appraiser. The appraisal information shall be used to the advantage of the Department to determine final price.

1.10.14.4 Offerors shall identify the purchase option prices as identified by *Fee Schedule Section, Purchase Option Prices*, of this Solicitation.

1.10.14.4.1 For the first month purchase option price shall be no greater than the estimated actual construction cost for a new facility, or estimated fair market value for an existing facility. Each purchase option price must be lower in each successive semi-annual period through the end of the twenty (20) year term, but at no time shall be less than one dollar (\$1.00) for each subsequent semi-annual period.

- 1.10.14.4.1.1 It is the Department's expectation that at the end of the twenty (20) year Contract the purchase price would be zero.
- 1.10.14.4.2 Per A.R.S. §41-1609, a portion of the per diem may be applied to the Contract Facility Contractor's amortization schedule to reduce the purchase price.
- 1.10.14.4.3 Offerors schedule for payoff during the term of this contract should reflect any and all costs associated with the facility.
- 1.10.14.5 Simultaneous with the execution of this Contract, the Offeror and the Department shall sign *Attachment #8, Notice of Option to Purchase*. The Notice of Option to Purchase shall be notarized and recorded by the Department at the Maricopa County Recorders' Office and the county in which the Contract Facility is sited. The Department shall pay all costs to record the Notice. Prior to the execution of this Contract, the Offeror shall provide the Department a current "Limited Title Report" showing evidence of clear title. The Offeror shall be responsible for all costs associated with the Limited Title Report.
- 1.10.14.6 The Department shall notify the offeror of its intent to exercise the Purchase Option at least 180 days prior to the effective date of the purchase, excluding exigent circumstances (i.e., bankruptcy) wherein the Department shall notify the Contract Facility Contractor as soon as reasonably practical. Such notice shall be hand delivered or mailed "certified, return receipt requested". The purchase option, when exercised by the Department, shall include furniture, fixtures, inventory equipment, structures, land and support systems, i.e. wastewater treatment plant, potable water, etc., required to operate the Contract Facility. Additionally, upon exercising the "Purchase Option" the offeror shall provide to the Department an Owner's American Land Title Association (ALTA) Extended Title Insurance policy, and a current American Land Title Association (ALTA) survey identifying all structures, support systems, etc.
- 1.10.14.7 Subsequent to completion and delivery of the survey to the Department, should the Contract Facility Contractor change in any manner the detailed depiction of structures, underground piping/conduit, etc., the offeror shall bear the cost for a new American Land Title Association (ALTA) survey and provide same to the Department within sixty (60) days after the change(s) has been completed. The Contract Facility Contractor shall not construct any building, appurtenance, support system, etc., required for the operation of the Contract Facility on land other than the portion to be included in the Purchase Option and so identified on the survey.
- 1.10.14.8 During the 180 day-period, the Department shall have the right to conduct any and all inspections, investigations, tests and studies, including,

without limitation, investigations with regard to zoning, general plan, the political development climate, market research, building codes and other governmental regulations, architectural inspections, municipal services, all utilities, engineering tests, economic feasibility studies, soils, seismic and geologic reports and environmental testing, with respect to the Property as the Department may elect to make. The cost of any such inspections, investigations, tests and/or studies shall be borne by the Department.

1.10.14.9 Prior to the expiration of the Purchase Option effective date, the Department shall deliver to the Contract Facility Contractor and Escrow Holder written notice of the Department approval or disapproval of the Property, which shall be made at the Department sole and absolute discretion. The failure of the Department to deliver such notice prior to the expiration of the Purchase Option shall be deemed to constitute the Department disapproval of the Property.

1.10.14.9.1 The Department reserves the right to demand corrective action for any deficiencies and/or concerns prior to the Purchase Option effective date.

1.10.14.10 The term “Contract Facility” shall refer to all components to be included in the Purchase Option. Components are as follows:

1.10.14.10.1 The Contract Facility structures.

1.10.14.10.2 Ancillary support structures.

1.10.14.10.3 Any other appurtenances required to operate the Contract Facility.

1.10.14.10.4 Identified acres shown by the American Land Title Association (ALTA) survey on which the Contract Facility structures, and support systems are located.

1.10.14.10.5 Within thirty (30) days after the Contract Facility Contractor receives the Department of Corrections Notice of Intent to Purchase, the Contract Facility Contractor shall provide a complete listing of all capital, inventorial, and non-inventory equipment used in the daily operation of the Contract Facility.

1.10.14.11 If the Purchase Option is exercised, a Purchase Contract shall be executed within a time frame to ensure the transaction is completed prior to any expiration date of this Contract.

1.10.14.12 The offeror shall ensure that all structures, appurtenances, support systems, and equipment required for ongoing, daily operation of the prison shall remain available to the Department at the time of purchase. Prior to purchase, the offeror shall ensure all support systems and equipment shall

be maintained in good working order and shall be replaced as necessary in accordance with the offeror replacement schedule. The offeror shall provide all blueprints and as-built drawings to the Department. All blueprints and as-built drawings will become the property of the Department.

1.10.14.13 Within thirty (30) days after the offeror receives the Department of Corrections notice of intent to purchase, the offeror shall send the Department of Corrections Administrator of Facilities and Engineering, copies of complete initial construction documentation, as-built drawings, and associated warranties, as well as construction documentation, and associated warranties related to any renovations or modifications as such may apply. Said documentation shall include at least the following:

1.10.14.13.1 Architectural Drawings.

1.10.14.13.2 Structural Drawings and Calculations.

1.10.14.13.3 Electrical Drawings.

1.10.14.13.4 Plumbing Drawings.

1.10.14.13.5 HVAC Drawings.

1.10.14.13.6 Mechanical Calculations.

1.10.14.13.7 Domestic Water System Documentation.

1.10.14.13.8 Security Systems Drawings.

1.10.14.13.9 Fire Protection System Drawings.

1.10.14.13.10 On-site Utilities.

1.10.14.13.11 Civil Plans.

1.10.14.13.12 Complete Specifications.

1.10.14.13.13 All Addenda.

1.10.14.13.14 All Architect's Supplemental Instructions.

1.10.14.13.15 All Change Orders.

1.10.14.13.16 All Requests for Information.

1.10.14.13.17 A complete copy of all Operation and Maintenance Manuals, including any expressed or implied warranties or

product guarantees applicable to any and all capital equipment.

- 1.10.14.14 When ownership of the Facility is transferred to the State of Arizona on behalf of the Department, continuation of contracted management services shall be governed by then current law as may apply to privatization laws.
- 1.10.14.15 At Purchase Option execution, the Department may request a “Management Only” per diem rate that shall be used for the remainder of the contracting period. The offeror is required to list the costs elements included in the proposed “Management Only” per diem rate.
- 1.10.14.16 The offeror shall not be guaranteed a “management-only” contract.
- 1.10.14.17 The Department shall have the right, with approved legislative appropriation, to assume control and management of the prison and not contract for management services.
- 1.10.15 Sale of the Contract Facility If the offeror wishes to sell the Contract Facility during the term of the Contract, the following process shall be followed:
- 1.10.15.1 The Contract Facility Contractor shall give the Department 180 days to accept first option to purchase the Contract Facility.
- 1.10.15.2 In the event the Department desires to purchase the Contract Facility the per diem rate paid to the offeror shall reflect an adjustment in accordance with *Fee Schedule Section, Purchase Option Prices*, to this Contract.
- 1.10.15.3 The Department has the right of approval for any sale of the facility prior to execution of the sale. If the Department declines to exercise its option to purchase the Contract Facility, and the property is sold, the new Owner shall meet all statutory requirements of A.R.S. §41-1609.01, assume all obligations contained herein, and accept this Contract as is. Prior to execution of any sale, the Department reserves the right to request all legal documentation confirming the sale, and other documentation required by the terms of this Contract, e.g., financial statements, etc.
- 1.10.15.4 If the property is sold, the new Owner shall not assign or subcontract certain critical operational functions of the Contract Facility, e.g., security, correctional officer duties, substance abuse treatment services, food services, health services, without prior written approval of the Department. Contract Facility management and/or security functions shall not be assigned or subcontracted.
- 1.10.16 Refinancing the Contract Facility. If the Contract Facility Contractor wishes to refinance the Contract Facility during the term of the Contract, the Department shall have the right to approve the refinancing structure.

- 1.10.16.1 The refinancing structure shall meet all statutory requirements of A.R.S. §41-1609.01.
- 1.10.16.2 Prior to execution of any refinancing, the Department reserves the right to request and review all documentation confirming the refinancing.
- 1.10.16.3 If refinancing causes a change in property ownership, the new Owner shall assume all obligations contained herein, and accept this Contract as is.
- 1.10.16.4 The Owner, Contractor/Manager shall not assign or subcontract certain critical operational functions of the Contract Facility, e.g., security, correctional officer duties, substance abuse treatment services, food services, health services, without prior written approval of the Department.
- 1.10.16.5 If the Owner is not the Contractor/Manager, no changes in the current Contractor/Manager shall be permitted without prior written approval of the Department.
- 1.10.16.6 The Department shall not provide any guarantees, warranties, disclosures or other instruments of comfort to the Offeror or financing institution to assist in financing efforts, except as may be publicly available.

1.11 STAFFING

- 1.11.1 Provide an illustration of the deployment of the mandatory positions and posts required to operate each shift in a safe and secure manner and provide required inmate services. Deployments by shift shall be superimposed on schematic drawings of the proposed facility. General Staffing Patterns shall demonstrate that an adequate number of security and non-security staff are in place to ensure supervision for the custody, control and safety of the assigned inmate population by qualified staff.

The Offeror shall describe how the staffing pattern supports the administration of custodial services. The Director, or designee, may determine any necessary modifications within the limits of the proposed total positions. Offeror's proposed staffing levels shall be reviewed consistent with the operational demands of the population, the proposed physical plant, and the Offerors ability to successfully staff for the delivery of custodial services. The Department will determine the posts included in each level that will be used in the Contract terms, prior to any final Offer.

- 1.11.1.1 The Offeror shall describe the deployment (by position and shift) in the following categories: Administrative Support, Management Support, Physical Plant, Medical, Dental, Nursing, Pharmacy, Mental Health, and Substance Abuse. The Offeror shall provide the necessary documentation to substantiate the number of staff, their assignments and case load, and relevant National Standards used in describing this process.
- 1.11.1.2 The Department is cognizant that there may be differences in terminology between the Department and the Offeror in the area of job classifications and job titles. As a result, references made to specific titles appearing in

ADC Department Orders and other written instruction may not have a direct correlation to titles in use by Offeror staff. Thus, to eliminate any potential for confusion, the Department reserves the right to identify and implement working titles for Offeror job classifications that are equivalent to their counterparts in the Department, based on daily job duties and responsibilities. These working titles will be used to apply relevant Department Orders to Offeror staff, ensuring continuity of operations and consistent policy compliance, and more effectively identifying work assignments by job classification. Furthermore, the Department strongly supports the Offeror's own voluntary adoption of these equivalent working titles for its staff.

1.11.2 Utilizing General Staffing Pattern Section, Offerors are required to submit a staffing pattern that shall demonstrate an adequate number of security and non-security staff. The General Staffing Pattern shall include 24 hour supervision as well as adequate, qualified staff to provide all required services. The Offeror shall provide a detailed staffing pattern for all positions/posts necessary to operate the contract facility, by shift and shift time.

1.11.2.1 Provide staff posting plan for all Security, Health Service, Programming, Administrative Support and Food Service positions/posts.

1.11.2.2 The offeror shall maintain staffing levels appropriate to the actual level of inmate occupancy based on facility activation and loading schedule. The Offeror shall provide the Department staffing patterns that specifically address facility start-up through full activation.

1.11.2.3 The General Staffing Pattern shall list those positions funded by the per diem. Positions to include, security, administration, programs, food service, medical, dental, mental health, maintenance and all positions to be provided by an authorized subcontractor(s). The Offerors relief factor shall ensure mandatory coverage in the absence of an employee. The Offeror shall identify relief factors for:

1.11.2.3.1 Five day 8 - hour posts.

1.11.2.3.2 Seven day 8 - hour posts.

1.11.2.3.3 Seven day 16 - hour posts.

1.11.2.3.4 Seven day 24 - hour posts.

1.11.2.3.5 Four day 10 - hour posts.

1.11.3 Utilizing Position Description Section, Offerors shall provide a formal position description for each position indicated on the General Staffing Pattern.

1.11.4 Offerors shall detail staffing patterns for the following functions, by shift and shift time.

- 1.11.4.1 Plan Management
- 1.11.4.2 Religious Services (required ratio 1200:1)
- 1.11.4.3 Resource Center and Legal Access Services
- 1.11.4.4 Education (minimum required ratio 40:1) Staffing recommendations for a 1000 bed institution would be 5 Literacy/GED teachers, 1 Special Education teachers, 2 Work Based Education teachers, 1 Librarian, 1 Correctional Education Program Supervisor, and 1 Administrative Assistant I.
- 1.11.4.5 Case Management (required ratio 100:1)
- 1.11.4.6 Health and Mental Health, and Substance Abuse Services (See Section 1.14 for Mental Health and Substance Abuse Services ratio information)
- 1.11.5 Security staff who will be employed by the Offeror shall:
 - 1.11.5.1 Be a citizen of the United States or be eligible to work in the United States;
 - 1.11.5.2 Be at least 21 years of age;
 - 1.11.5.3 Be a high school graduate or have successfully completed a General Education Development (G.E.D.) examination or equivalent as specified in R13-4-203(C)(3);
 - 1.11.5.4 Have a valid Arizona driver's license (Class 2 or higher);
 - 1.11.5.5 Undergo a complete background investigation that meets the standards of R13-4-203 and is consistent with Department approved policy;
 - 1.11.5.6 Pass a drug screening test consistent with Department approved policy;
 - 1.11.5.7 Undergo a physical examination (within 12 months before appointment) as prescribed by the Director by a licensed physician designated by the Director;
 - 1.11.5.8 Not have been dishonorably discharged from the United States Armed Forces;
 - 1.11.5.9 Not have experimented with marijuana within the past 12 months;
 - 1.11.5.10 Not have experimented with a dangerous drug or narcotic within the past five years;
 - 1.11.5.11 Not have ever illegally used marijuana, or a dangerous drug or narcotic other than for experimentation;
 - 1.11.5.12 Not have a pattern of abuse of prescription medication;
 - 1.11.5.13 Not have a record of a felony conviction; not have committed a misdemeanor of a nature that has a reasonable relationship to the functions of the position.
 - 1.11.5.14 Commit to the Code of Ethics.
 - 1.11.5.15 Pass a pre-service training program equivalent to that provided by the Department through its Correctional Officer Training Academy (COTA).
 - 1.11.5.16 The Offeror shall require all security staff to pass a pre-employment medical, physical, and psychological examination equivalent to that provided by the Department.
 - 1.11.5.17 The cost for all examinations shall be borne by the Offeror.

- 1.11.6 If the Contract Facility Operator or an authorized subcontractor, desires to establish a new position(s) or reallocate an existing position, a Position Description shall be completed and submitted to the Department Contract Monitor along with a letter stating the reason for the proposed position(s).
- 1.11.6.1 The Department of Corrections Contract Monitor shall forward such requests from the Contract Facility Operator to the Department of Corrections Contract Beds Operations Director, or designee, for approval or disapproval.
- 1.11.6.2 If requested changes are approved, the Director, or designee, shall advise the Department of Corrections Procurement Services Office by written notice to replace the former General Staffing Pattern Section. Procurement Services shall provide copies of the revision to all involved parties. Procurement Services shall retire the former General Staffing Pattern Section, but maintain it on file for documentation purposes.
- 1.11.6.2.1 The revised General Staffing Pattern Section shall be effective on the date of approval by the Director.
- 1.11.6.3 If the new position or reallocation results in a change to the per diem rate, a new completed Fee Schedule and Budget Narrative shall be provided. The Fee Schedule and Budget Narrative shall clearly identify:
- 1.11.6.3.1 Expense categories impacted by adding the position(s).
- 1.11.6.3.2 The proposed per diem rate.
- 1.11.6.3.3 If the requested change(s) results in an increase or decrease to the per diem rate, a formal written amendment shall be required.
- 1.11.7 Staff Training. Training equivalent to that of the Department shall be required for all Contract Facility Operator employees, to include Correctional Officer Training for security staff, and Plan Management Training for case workers, pre-service non-security training, as well as in-service training for all staff employed at the facility.
- 1.11.7.1 The Offeror shall receive Department training information to include curricula, lesson plans, computer disks. This information is considered proprietary. The Contract Facility Operator shall utilize the information for the purposes of this Contract only. All such documents, information, materials and copies shall be destroyed within forty-five (45) days if:
- 1.11.7.1.1 Training materials are substituted or deleted during the term of the Contract. Copies of said changes shall be provided to the Contract Facility Operator.
- 1.11.7.1.2 The Contract expires.

1.11.7.1.3 The Contract is terminated.

1.11.7.2 The Offeror shall describe who will provide the training, to include: necessary credentials, qualifications, experience, and status, i.e., in-house staff or outside trainers via contract. Additionally, provide information on how and where training will take place prior to facility activation and post facility activation.

1.11.8 Pre-Service Training. Training for Security Officers and Plan Managers is subject to modification at the discretion of the Department. Such training requirements may be modified to be consistent with sound correctional practices as determined by the Department, to include accelerating or lengthening of the training period. The Contract Facility Operator shall be required to meet the modified requirement without additional compensation.

1.11.8.1 Lesson plans for all subject areas shall be submitted to the Department of Corrections Contract Beds Operations Director for review and approval sixty (60) days prior to initiation of staff training. The Department of Corrections Administrator, Staff Development & Training Bureau, or designee shall review and approve all lesson plans. All courses shall be taught in accordance with Department provided curricula and lesson plans.

1.11.9 Pre-Service Non-Security Training. Department curricula and lesson plans shall be used for the required courses. New Employee Orientation (NEO) is prescribed in the Department of Corrections Annual Training Plan. Employees who will have significant contact with inmates shall complete the training titled Communicable Disease, Correctional Analysis and Response to Emergencies (CARE) which includes Basic Life Support (BLS) and First Aid training as part of the pre-service training program and prior to their assignment to the facility.

1.11.10 Optional Courses Pre-Service Non-Security Training. Optional courses may be developed by the Contract Facility Operator, subject to the approval of the Department of Corrections Administrator, Staff Development & Training Bureau, or designee.

1.11.11 COTA Videotapes. The Department shall provide the Contract Facility Operator, at no cost, copies of video tapes, CD's or DVD's used for staff training purposes.

1.11.12 In-Service Training. The Contract Facility Operator shall provide annual In-Service training to all staff, to include subcontractors, their employees, agents or representatives as identified in the Department of Corrections Annual Training Plan.

1.11.12.1 The Contract Facility Operator shall provide the Department of Corrections Contract Monitor with the facility's in-service training plan by July 15th of each fiscal year. Any necessary training resulting from a Department policy change shall be incorporated into the Annual Training Plan at no cost to the Department. The Annual Training Plan shall be submitted in the following format:

- 1.11.12.1.1 Work plan introduction.
- 1.11.12.1.2 Institutional demographics.
- 1.11.12.1.3 Needs assessment:
 - 1.11.12.1.3.1 Line staff needs.
 - 1.11.12.1.3.2 Supervisor / Manager needs.
 - 1.11.12.1.3.3 Department needs and mandates, including required training.
 - 1.11.12.1.3.4 Institutional needs and mandates.
- 1.11.12.1.4 Annual calendar for training activities, by month and topic.
- 1.11.12.1.5 List of certified instructors with a list of topics each will teach.
- 1.11.12.1.6 Training recommendations.
- 1.11.12.1.7 Approval / signature page.
- 1.11.12.2 The Department of Corrections Contract Beds Operations Director, or designee, in conjunction with the Department of Corrections Bureau Administrator, Staff Development & Training Bureau, shall respond in writing to the Contract Facility Operator indicating approval or disapproval of training material within thirty (30) days after receipt of the information.
- 1.11.12.3 If any proposed training segment is disapproved, reasons for such disapproval shall be stated. The Contract Facility Operator shall make required changes and resubmit the proposed training segment within thirty (30) days after receipt of the disapproval.
- 1.11.12.4 The Offeror shall identify all armed posts consistent with the proposed staffing pattern and provide a plan for firearms training to ensure coverage.
- 1.11.12.5 The selected Contract Facility Operator shall be required to provide firearm training to a selected number of Security Officers to assure that sufficient coverage is available to meet the transportation requirement as specified in Department Order 705, Inmate Transportation. Additionally, firearms training will be provided to select number of security officers to adequately support any armed response to an emergency situation.

1.11.12.6 The Contract Facility Operator shall establish and maintain all staff training records in accordance with direction given by the Department.

1.11.13 Instructor Certification. The Offerors instructors shall be certified prior to providing training.

1.11.13.1 Certification shall be by one of the following:

1.11.13.1.1 Arizona Peace Officer Standards and Training Board (POST).

1.11.13.1.2 Arizona Department of Corrections.

1.11.13.1.3 Other: As approved by the Department.

1.11.13.2 The Department, if requested, may provide instructor certification training at a place and time determined by the Department. Requested training shall be within a reasonable period of time. Participation by Contract Facility Operator's staff shall remain at the discretion of the Department. The offeror shall pay all costs for materials to train instructors.

1.11.14 Staff Instructors. If an instructor has previous professional experience in staff instruction, the instructor must attend and successfully complete a 4 hour instructor training program conducted by the Department in order to be recommended for certification. An evaluation by the Department is required every year for all instructors to maintain certification, in addition to completing a 2 hour instructor refresher training program.

1.11.15 Specialty Instructors. Specialty Instructors are those instructors who have received additional training in specialty areas, e.g., Self Defense, CARE which includes BLS, Lethal/Non-Lethal Weapons, Cultural Diversity, Incident Management System, etc. In addition to maintaining Staff Instructor certification, Specialty Instructors must maintain current certification in their specialty area.

1.11.16 Specialty Area Training. The Department shall provide initial training to designated Contract Facility Operator staff in the following specialty areas of facility operations. The Department shall furnish applicable technical manuals and/or curricula to the Contract Facility Warden. Technical manuals and/or curricula shall be used by the Contract Facility Operator in the provision of specialty area training to replacement staff, or as refresher training.

1.11.16.1 AIMS. Focus of instruction entails system access, data entry requirements, system security.

1.11.16.2 Inmate Records. The purpose of instruction is to teach the requirements and processes for maintaining inmate records, as well as responsibilities of record keeping personnel. Contract Facility Operator staff assigned to the inmate records area may be required to participate in six (6) weeks of on-

job-training at a Department institution prior to performing assigned work tasks at the facility.

1.11.16.3 Inmate Banking. Instruction specific to the management of inmate funds, e.g., deductions from inmate wages, discharge and clothing allowances, receipt and posting of money received from work programs, etc. Contract Facility Operator staff assigned to inmate banking activities may be required to participate in one week of on-job-training at a Department institution prior to performing assigned work tasks at the Contract Facility.

1.11.16.4 As requested or needed, the Department may provide additional training regarding inmate banking procedures in order to ensure all records of inmate banking transactions satisfy requirements of the law and the needs of the Department. The Contract Facility Operator shall maintain inmate trust accounts on an Inmate Record System in accordance with DO 905, Inmate Banking/Money System.

1.11.17 Inmate Systems. The Department shall furnish applicable technical manuals and/or curricula to the Contract Facility Warden. Technical manuals and/or curricula shall be used by the Contract Facility Operator in the provision of training to replacement staff, or as refresher training.

1.11.17.1 The Department on-site Monitoring staff shall provide initial training to designated Contract Facility Operator staff in the following inmate systems:

1.11.17.1.1 Classification. Instruction enables assigned Contract Facility Operator staff to acquire a basic understanding of the Department inmate classification system, levels of custody, etc.

1.11.17.1.2 Discipline. Instruction provides assigned staff with an understanding of the inmate disciplinary process, the rules of discipline and the role staff members must assume to enforce the rules of discipline.

1.11.17.1.3 Grievance. Assigned staff shall obtain an understanding of the inmate grievance process and their role in the process.

1.11.17.1.4 Direct Supervision. Staff shall obtain an understanding of the principle and practicable application of direct supervision.

1.11.17.2 The Department shall provide re-training to designated Contract Facility Operator staff when there is a change to the operation of an inmate system.

1.11.18 The Contract Facility Operator shall maintain a sufficient number of back-up staff to perform work required in specialty and inmate system areas. Experienced Contract

Facility Operator staff shall train new hires as well as staff who may transfer or promote to positions in specialty and inmate system areas. Failure on the part of the Contract Facility Operator to provide the required staff or the required training may result in an Event of Default against the Contract Facility Operator.

1.11.19 Designated Department staff experienced in specialty areas of prison operations and inmate systems shall be available, if requested by the Contract Facility Operator, to assist in training or problem remediation. If Department staff is requested to provide specialty or inmate systems instruction, or if the Department must intervene to remediate problems, the Contract Facility Operator shall reimburse the Department.

1.11.19.1 The Contract Facility Operator shall reimburse the Department for staff time and any other associated costs, e.g., travel expenses and overtime (as such costs are applicable) for specialty training. See Section 1.16 for cost information and Invoicing Procedures.

1.11.20 In accordance with A.R.S. §31-228, Procedure for discharge of prisoner; return of property; furnishing money, clothing and transportation ticket; allowing hair to grow before discharge, as amended, the Department shall provide instruction to designated Contract Facility Operator staff, as requested or needed, for remediation purposes as determined by the Department, relative to the management of inmate “dedicated discharge accounts.”

1.11.20.1 The Department shall reimburse the Contract Facility Operator for discharge allowance paid to eligible inmates in accordance with Department Order 905, Inmate Banking/Money System.

1.11.20.2 Contract Facility Operator staff, approved by the Department, may participate in the Department of Corrections Train-the-Trainer program to enable the Contract Facility Operator’s staff to provide ongoing training in technical areas as authorized by this Contract.

1.11.21 The Contract Facility Operator shall hold the Department harmless from liability claims of third parties arising from the Department’s participation in staff training procedures.

1.12 CORRECTIONAL SERVICES

1.12.1 Security Activities. The Offeror shall provide at time of offer a written plan or methodology to handle the following security related activities. The plan must demonstrate management of these activities in full compliance with all applicable Department Orders and Director’s Instructions and per A.R.S. § 41-1609.02 shall be at least the same quality or superior in quality than those provided by the Department:

1.12.1.1 Control of Yard Activities and Inmate Movement.

1.12.1.2 Inmate Accountability and Counts, to Include Inmate Programs.

1.12.1.3 Perimeter Control, Patrols, and Surveillance.

- 1.12.1.4 Internal Communications; Logs and Records.
- 1.12.1.5 Inspections.
- 1.12.1.6 Inmate Work / Program Assignment Tracking.
- 1.12.1.7 Security Equipment Storage and Access.
- 1.12.1.8 Inmate Drug Testing in accordance with Department Order 709, Substance Abuse Detection and Control.
- 1.12.1.9 Key Control.
- 1.12.1.10 Tool Control.
- 1.12.1.11 Critical Incidents / Emergency Management
- 1.12.1.12 Compliance with Prison Rape Elimination Act (PREA)
- 1.12.1.13 Hazardous Material Accountability and Storage
- 1.12.1.14 Inmate Detention/Segregation

1.13 PROVIDE A PLAN AND DESCRIBE THE FOLLOWING AREAS IN OFFER SUBMISSION:

1.13.1 Management Information Systems. Department standards place data entry requirements on various inmate program/service areas. In addition, some program/service areas have access to specific information on the Adult Information Management System (AIMS). Areas requiring access are: Food Service, Inmate Health Services, Inmate Education, Library Access, Visitation, Inmate Files/Records, Inmate Banking, Work Incentive Pay Program (WIPP), Inmate Accountability, Plan Management, and Administration. The Department shall permit the Contract Facility Operator limited access to AIMS to allow the Contract Facility Operator to input specific information. Data contained in the Department AIMS system shall not be downloaded to the Contract Facility Operator's information system. The Contract Facility Operator shall be required to provide necessary hardware and modems to access AIMS, in accordance with Contract Facility Section, Service Specification Contract Facility Objective III, of this Solicitation.

- 1.13.1.1 Management Information Systems - Describe data processing services, equipment and resources intended to be available to collect the same data contained in existing Department automated information systems, i.e., hardware, access, software, security, quality control.
- 1.13.1.2 Upon direction from the Department, the Contract Facility Operator shall provide data transmission lines, systems and hardware to accommodate electronic records management, to include Tele-medicine without cost to the Department.

- 1.13.1.3 Prior to AIMS access, the Contract Facility Operator shall ensure the Department receives the name of any employee whose work responsibilities require using AIMS so security password clearance can be authorized. Identified staff shall be required to attend training provided by the Department relative to the basics of AIMS.
- 1.13.1.4 Designated Department staff shall perform audits relative to AIMS system access.
- 1.13.1.5 The Contract Facility Operator shall utilize the same computer software and version utilized by the Department when reporting to or providing information to the Department and shall have Internet capability to facilitate electronic communications. In the event the Department changes its computer platform, the Contract Facility Operator shall change to comply with the Department Data Management System and Technology, without cost to the Department.
- 1.13.2 Trust Accounts / Banking Activities. In accordance with Department Order 905, Inmate Banking / Money System, the Contract Facility Operator shall be required to use the Department of Corrections Inmate Banking System.
- 1.13.2.1 The Contract Facility Operator shall be accountable for inmate banking transactions from the date of receipt of an inmate until the date the inmate is:
- 1.13.2.1.1 Returned to a State prison.
 - 1.13.2.1.2 Transferred to another facility under Contract with the Department and the account is transferred to the inmate's new location.
 - 1.13.2.1.3 The inmate is released and the account is closed.
- 1.13.2.2 The Contract Facility Operator shall hire at least one full-time account technician whose primary responsibility shall be to process inmate trust account/banking activities. Use of the Department of Corrections Inmate Banking System shall ensure consistent and prompt posting of money to inmate accounts along with ability to track the following:
- 1.13.2.2.1 Inmate assignments and pay.
 - 1.13.2.2.2 Inmate trust account balances.
 - 1.13.2.2.3 Inventory control.
 - 1.13.2.2.4 Inmate commissary sales.

- 1.13.2.3 The Contract Facility Operator shall be responsible for supplying the account technician with the equipment, i.e. computer(s), printer(s), etc., to perform inmate banking functions.
- 1.13.2.4 The Contract Facility Operator shall provide adequate cross-training to ensure back-up staff is available in the absence of the account technician.
- 1.13.2.5 Records relative to inmate trust accounts shall be maintained for five (5) years after Contract termination or expiration.
- 1.13.3 Files/Records. All documents are State of Arizona property. The Contract Facility Operator shall be required to maintain confidentiality in accordance with A.R.S. §31-221, Master Record File; information from other agencies; confidentiality of files, as well as the Uniform Terms and Conditions, Records, provided with this RFP.
- 1.13.3.1 The Department shall deliver "special purpose files" to the facility. Such files may include the institutional file, medical record, visitation record, and individual programming plan. Any document or information maintained in the special purpose records, which is also maintained in the Department institution file, is subject to the same privacy and security regulations as the official Master Record File.
- 1.13.3.1.1 The Contract Facility Operator shall only have access to pre-sentence reports and NCIC, ACIC, and Computerized Criminal History (CCH) information as required.
- 1.13.3.2 The "special purpose records" shall be transferred through the correctional system with the inmate. The Contract Facility Operator shall be required to maintain such records in good order and in the format required by Department of Corrections Written Instructions.
- 1.13.3.3 Upon an inmate's release from the facility by transfer to a Department institution, or by release to the community, the records shall be returned to the Department.
- 1.13.3.4 All files are to be maintained in a locked and secure area limiting access in accordance with Department of Corrections Written Instructions.
- 1.13.3.5 The Contract Facility Operator shall be responsible for all costs to duplicate or obtain Department forms used in such special purpose records.
- 1.13.3.6 The Contract Facility Operator shall be required to maintain electronic data as well as manual inmate records in accordance with Department of Corrections Written Instructions. The establishment and maintenance of inmate files (electronic and hard copy), other than those specifically authorized by Department of Corrections Written Instructions, is prohibited.

- 1.13.4 Plan Management. Utilizing the inmate's individual Corrections Plan, the Plan Manager (equivalent of Department's COIII) works with each inmate assigned to their caseload to successfully complete the Corrections Plan objectives. The Plan Manager meets formally with each inmate at least annually, at which time the Plan is updated and revised as needed. The Plan Manager may meet informally with the inmate as often as necessary to facilitate positive progress.
- 1.13.4.1 Instruction shall be specific to duties and responsibilities equivalent to those performed by the Department position classified as Correctional Officer III. (See definition of term to understand services delivery system.)
- 1.13.5 Food Services. If a subcontractor is used for the provision of food services, approval shall be obtained prior to initiation of food service delivery. The food service provider shall be subject to the same contractual requirements as the Contract Facility Operator, i.e., licensure, certification, insurance, performance consistent with the terms of the Contract, etc.
- 1.13.5.1 The Contract Facility Operator shall utilize either the Department's six week cyclical menu (the currently used Department menu consistent with the Department of Corrections, Dietary Guidelines for Americans, 2005, as noted in the US Department of Health and Human Services, USDA, or an alternative menu approved by the Department. The cyclical menu and specifications are included in the materials available to interested Offerors.
- 1.13.5.2 Three (3) meals (breakfast, lunch, dinner) shall be provided to assigned inmates each day. Two (2) meals each day shall include hot foods and one sack meal. Appropriate equipment necessary to supply the two hot meals per day shall be maintained by the Contract Facility Operator/subcontractor.
- 1.13.5.3 A modified menu may be provided for Saturday, Sunday and State holidays that provide an a.m. and p.m. meal, as approved by the Department.
- 1.13.5.4 Dated menus are required to be published at least ten (10) days in advance and posted for the inmate population. All temporary changes to the standard menu must be submitted one week in advance for pre-approval by the Department of Corrections Contract Monitor. Weekly menu records of foods actually served with the portion size of each item listed must be kept on record in accordance with A.R.S. §35-214.
- 1.13.5.5 Record keeping practices regarding menu publication time frames, documentation regarding changes, records of foods served and retention schedules shall be required on a continuous basis from the effective date of the Contract. In addition, special inmate diets shall be monitored and updated, as applicable, so the Department is assured a need for special foods/diets continues to exist.

- 1.13.5.6 Prior to initial delivery of food services and at least once each year training with Contract Facility Operator staff for the preparation and provision for special diets shall be required during the term of the Contract. The Contract Facility Operator shall reflect the Department's food services standards, guidelines and specifications included in the materials available to interested Offerors.
- 1.13.5.7 Arizona Administrative Code, Title 9, Chapter 8, Environmental Sanitation, shall govern the receipt, storage, preparation and serving of foods. Failure to comply may constitute an Event of Default on the part of the Contract Facility Operator.
- 1.13.5.8 All food products received from vendors shall be date stamped and labeled. The Contract Facility Operator shall ensure products will be used by the appropriate expiration date.
- 1.13.5.9 State, County and Department of Corrections health and sanitation staff shall have complete access to all food services, production, and storage areas during inspections of the Contract Facility. These inspections shall be at the discretion of the Department of Corrections, State or County agency.
- 1.13.5.10 The Offeror shall provide written procedures for key and kitchen tool control and must comply with current Department policy.
- 1.13.5.11 First-aid equipment and supplies shall be maintained in all food production and service areas.
- 1.13.5.12 Services relative to pest control and trash removal shall be provided to ensure that food service areas are kept clean and sanitary in accordance with standards issued by the Department of Corrections, Health Services.
- 1.13.5.13 The Contract Facility Operator shall evaluate the food service delivery operation within sixty (60) days after the close of each year of this Contract. The evaluation shall include an analysis, on a monthly basis, of at least the following:
- 1.13.5.13.1 Number of meals prepared.
 - 1.13.5.13.2 Number of meals served.
 - 1.13.5.13.3 Amount of waste.
 - 1.13.5.13.4 Economy of food usage.
 - 1.13.5.13.5 Inmate complaints regarding food service.
 - 1.13.5.13.6 Quality of food content.

- 1.13.5.13.7 Menu content.
- 1.13.5.13.8 The per meal cost.
- 1.13.5.14 The completed evaluation shall be provided to the Department of Corrections Contract Monitor.
- 1.13.5.15 The Contract Facility Operator shall have the following option during the term of this Contract.
 - 1.13.5.15.1 If viable and cost effective, based on the outcome the Contract Facility Operator's annual evaluation, the Contract Facility Operator may discontinue subcontracted food services and assume responsibility for provision of services using the Contract Facility Operator's own food service resources.
 - 1.13.5.15.2 Any cost reduction due to the Contract Facility Operator's operation of the food service program shall be made in accordance with A.R.S. §41-1609.01.
- 1.13.5.16 If the Contract Facility Operator does not exercise the above option and an annual evaluation supports the need for a cost increase relative to the provision of food services, said change shall be made in accordance with A.R.S. §41-1609.01.
- 1.13.5.17 If the Contract Facility Operator does not exercise the above option and an annual evaluation supports the need for a cost decrease, the Contract Facility Operator shall provide the Department of Corrections Contract Monitor with a completed revised Fee Schedule and Budget Narrative.
 - 1.13.5.17.1 An explanation for the decrease and the resultant per diem rate shall be provided by the Contract Facility Operator.
 - 1.13.5.17.2 The Department of Corrections Contract Monitor shall forward the request and explanation to the Department of Corrections Contract Beds Operations Director, or designee for review.
- 1.13.5.18 A reduction or increase in the per diem rate shall be approved by the Director, or designee. The Director, or designee shall provide written notice to the Department of Corrections Procurement Services Office to develop a formal Amendment to identify the reduction or increase in the per diem rate.
 - 1.13.5.18.1 Upon Amendment execution, Procurement Services shall provide executed copies to all involved parties. The effective date of the new per diem rate shall be

retroactive to the date the Director approved the reduction or increase.

1.13.6 Restricted Diets. Names of inmates authorized by the health staff or a chaplain to receive restricted diets shall be maintained on a list.

1.13.6.1 The list shall be kept in the kitchen or production area and shall be updated at least weekly to verify the continuing need for the restricted diet.

1.13.6.2 Appropriate foods or products necessary to provide the restricted diets shall be maintained as needed.

1.13.6.3 Appropriate restricted medical and religious diets in keeping with the guidelines established in the Department of Corrections Written Instructions shall be provided.

1.13.7 Education. The Contract Facility Operator shall provide, consistent with the inmate assessment and corrections plan, education services in accordance with Department of Corrections Written Instructions including DO-910 and DO-920, and the requirements set forth in Contract Facility Section, Service Specification Contract Facility, of this RFP.

1.13.7.1 The Contract Facility Operator shall comply with the requirements of A.R.S. §31-229, Functional literacy program, evaluation; certificate; exemptions; wages; definition, A.R.S. §31-229.01, Functionally literate inmates; education requirement; rules; inmate fees; definition, A.R.S. §31-229.02, Functionally literate inmates; release eligibility, and the requirements of A.R.S. §15-1372, Equalization assistance for state educational system for persons in the state department of corrections; fund.

1.13.7.2 The Facility shall employ instructors certified by the State of Arizona Department of Education (DOE) including the Structured English Immersion endorsement and the highly qualified status as defined by No Child Left Behind and they shall meet the Department hiring requirements for academic instruction. Instructors shall be certified prior to initiation of educational services.

1.13.7.2.1 Instructors shall be approved by the Department prior to initiation of educational services.

1.13.7.2.2 Instructors shall carry a case ratio of a minimum of 40 (forty) inmates to one instructor per day.

1.13.7.3 The Contract Facility Operator shall provide General Educational Development (GED) instruction for qualified, assigned inmates. The Contract Facility Operator shall ensure the availability of a certified GED tester at no cost to the Department.

- 1.13.7.4 The Department shall administer an educational evaluation in accordance with the requirements of A.R.S. §31-229 to include standardized assessment testing, prior to the assignment of an inmate to the facility.
- 1.13.7.4.1 Assigned inmates who score below an 8.0 grade level shall be provided Adult Basic Education (ABE) course of study including Reading, Mathematics, and language skills as a prerequisite to entry into GED preparation. Inmate shall remain in the ABE course until meeting the 8.0 grade level on the Department approved assessment instrument, which is maintained under secure testing conditions. Classes shall be conducted by a certified instructor.
- 1.13.7.4.2 Participation in the following educational components shall be open-entry/exit, and self-paced:
- 1.13.7.4.2.1 Adult Basic Education and GED preparation.
- 1.13.7.4.3 Participation in the following educational components shall be open-entry/exit, self-paced, individualized, cognitive behavioral and evidence-based. The classes shall be conducted by the Contract Facility Operator's Corrections Plan Manager and shall be mandatory for all inmates; other facility staff may provide the classes so long as the contractor can demonstrate compliance with the expectations of the Department:
- 1.13.7.4.3.1 Life Skills.
- 1.13.7.4.3.2 Release Preparation.
- 1.13.7.5 Inmates shall not be paid for participating in educational programs.
- 1.13.7.6 The Contract Facility Operator shall comply with all of the requirements of Child Find as defined by the Individuals with Disabilities Education Act (IDEA), and provide evidence of completed forms upon request for monitoring purposes. If necessary, the Contract Facility Operator will work with the Department of Corrections Education Bureau in the identification of special education-eligible inmates.
- 1.13.7.7 The Contract Facility Operator is responsible for providing appropriate accommodations to the learning environment for inmates under Section 504 of the Rehabilitation Act of 1973 current at the time accommodations are requested.

- 1.13.7.8 The Contract Facility Operator shall provide annual training for all education and records staff in the Family Rights and Privacy Act (FERPA) and Section 504 of the Americans with Disabilities Act.
- 1.13.7.9 The Contract Facility Operator may provide other education programming with the approval of the Department at no additional cost to the Department.
- 1.13.8 Religious Services. Religious Services. Religious services shall be provided for all assigned inmates in accordance with Department Order 904, Inmate Religious Activities/Marriage Requests. Scheduling religious services shall be in accordance with inmate requests, time and space on the religious calendar to accommodate requests and the availability of qualified religious leadership. The facility Chaplaincy may utilize qualified volunteers as religious providers to assist staff Chaplain(s). In facilities with an average daily population of 1200 inmates there shall be a full time Chaplain (or Chaplains).
- 1.13.8.1 Chaplain applicants shall be approved by the Department of Corrections Administrator, Religious & Volunteer Services, or designee, whether such individuals are employees, subcontractors or independent contractors. Department approval must be obtained prior to initiation of religious services.
- 1.13.8.2 The Contract Facility Operator shall submit a current resume from the proposed service provider. The service provider shall have the following qualifications:
- 1.13.8.2.1 Two (2) years of Ministerial experience as a Pastor, Rabbi, Priest/Deacon, Nun or other clergy practitioner; and
- 1.13.8.2.2 Ordination or certification by a recognized ecclesiastical body with written approbation and endorsement.
- 1.13.9 Resource Center Operations (Library). Resource Centers shall be provided in accordance with DO 910, Inmate Education and Resource Center Services. The Resource Center shall be maintained and managed by librarians or qualified, trained staff.
- 1.13.9.1 Materials at different reading levels, in appropriate languages, and formats, including print, CD ROM or other computer software, audio and video materials shall be provided, as appropriate.
- 1.13.9.2 Authorized legal reference collections, legal supplies and legal forms shall be maintained and managed in accordance with DO 902, Inmate Legal Access to the Courts.
- 1.13.10 Inmate Work Programs. Inmates assigned to the facility shall be required to be in compliance with A.R.S. §31-251, Hard labor required of prisoners; labor classification;

definition. The offeror shall ensure all inmates are employed or in approved programming 30 or more hours per week.

1.13.10.1 The Contract Facility Operator shall be responsible for medical services for injuries or illnesses incurred by inmates while participating in work programs.

1.13.10.1.1 Emergency medical services shall protect the life or limb of an inmate(s). Proof of emergency medical response strategies shall be submitted.

1.13.10.1.2 The contracting entity shall notify the Contract Facility Warden, or designee, as soon as is practical.

1.13.10.1.3 The Contract Facility Warden shall provide immediate verbal notification to the Department of Corrections Contract Monitor should a medical emergency occur.

1.13.11 On-Site Inmate Work Assignments. The Contract Facility Operator shall provide work opportunities sufficient in number to employ all inmates within the facility. Wherever possible, inmate jobs shall be relevant to the inmate's corrections plan. The Contract Facility Operator shall provide approved programs and/or employment for 50% of the population year one of operation and 100% of the population within two years.

1.13.11.1 Inmates may perform work activities on the grounds of, or within the facility.

1.13.11.2 The term "on-site" includes work performed within the buildings of the facility, or work performed on the grounds of the facility, within the secure perimeter or outside the secure perimeter fence, on land surrounding the facility and owned and/or managed by the Contract Facility Operator, commensurate with each inmate's clearance classification under the Department Levels of Supervision policy.

1.13.11.3 The Department of Corrections Contract Monitor shall approve the jobs that are developed as well as the inmates assigned to each week's assignments. Allocation of jobs shall be determined by skill level to ensure that each job is in compliance with Department objectives regarding pay and work assignments.

1.13.11.4 After initial approval of jobs, wages and inmate placements, no changes shall be initiated by the Contract Facility Operator without the prior written approval of the Department of Corrections Contract Monitor.

1.13.11.5 Inmates performing work on facility grounds, inside and outside the secure perimeter, shall be supervised in accordance with the Contract Facility Operator's institutional and post orders and Department of Corrections Instructions.

- 1.13.11.6 During the term of this contract, the Contract Facility Operator shall process inmate time sheets, as shown by *Attachment #7, Inmate Time Sheet For Work Activities*, on a bi-weekly basis (once every two weeks).
- 1.13.11.7 The Department of Corrections Contract Monitor may request additional information from the Contract Facility Operator to verify on-site work programs are meeting the intent of A.R.S. §31-251.
- 1.13.12 Off-Site Inmate Work Assignments. Consistent with Department of Corrections Written Instructions and applicable statutes, eligible inmates may work in adjacent communities under the authority of third-party Contracts executed between and among the Department, the Contract Facility Operator and other public or contract entities.
- 1.13.12.1 The Department of Corrections Contract Beds Operations Director, in cooperation with the Department of Corrections Contract Beds Bureau, shall be responsible for the development; finalization and on-going monitoring of all Inmate Work Contracts.
- 1.13.12.2 The Contract Facility Operator shall seek prospective community contractors and make such interest known to the Department of Corrections Contract Monitor for Department consideration.
- 1.13.12.3 The Contract Facility Operator shall be responsible, as required by Department Order 903, Inmate Work Activities, and the Objective Classification: Custody & Internal Risk Technical Manual to provide security supervision, checking (periodic observation of inmates), transportation, lunches, etc., for work activities.
- 1.13.12.3.1 The Contract Facility Operator shall be responsible for conducting weekly work-site inspections of all outside work crews.
- 1.13.12.3.2 The Department may negotiate that transportation and supervision of inmates is the responsibility of the third-party Contractor.
- 1.13.12.4 While a third-party work Contract generally stipulates that the third party is responsible for transportation of the inmate work crew(s) to and from the work site(s), as well as inmate supervision, the Contract Facility Operator should be prepared to provide inmate transportation and work site supervision.
- 1.13.12.5 If a third party contracts for inmate labor, inside the facility or at the third party's facility, the contracting entity shall pay for labor services at the rate specified by each Inmate Work Contract. Procedures and time-frames related to payment shall be delineated in each Inmate Work Contract.
- 1.13.12.5.1 The Contract Facility Operator shall receive payment from each contracting entity for inmate labor provided.

- 1.13.12.5.2 Payments received shall be verified by the Contract Facility Operator. A discrepancy in the amount of payment shall be resolved with the contracting entity in accordance with the terms of the Inmate Work Contract.
- 1.13.12.6 The Department has no monetary obligation to the Contractor, or any other entity, for reimbursement of inmate wages earned under the authority of third-party Contracts.
- 1.13.13 Welfare and Benefits Fund (W&B Fund). The facility shall maintain a W&B Fund for the sole benefit of inmates. The account shall be funded from profits from the sale of commissary goods.
- 1.13.13.1 Telephone System. Inmates assigned to the facility shall have access to an inmate telephone system.
- 1.13.13.1.1 The contractor shall utilize the Department's contract for the Inmate telephone system.
- 1.13.13.1.2 Revenues generated from the use of the inmate telephone system may be directed from the Department to the Contract Facility Operator upon written request for deposit in the Welfare and Benefits Fund (W&B Fund) pursuant to Department Order 303. The revenues shall to be used for the benefit of assigned inmates in accordance with A.R.S §41-1604.03.
- 1.13.13.1.3 At least ninety (90) days prior to acceptance of the first inmate, the Contract Facility Operator shall submit written institutional orders for Department approval regarding the provision of the inmate telephone system, as well as written notification that the system is operational.
- 1.13.13.2 Major purchases with W&B Funds require the use of a sealed bidding process that conforms to standard practices. Major purchases are defined as:
- 1.13.13.2.1 Purchases estimated to cost over \$1,000 shall require multiple verbal or written quotations.
- 1.13.13.2.2 Purchases estimated to cost in excess of \$5,000, are capital equipment.
- 1.13.13.3 Purchases made with monies from the W&B Fund must conform to and be consistent with the types of items authorized for purchase from the Department of Corrections Special Services Fund.

- 1.13.13.4 During the term of the Contract, the Department shall review all proposed expenditures from the W&B Fund to ensure compliance with Department of Corrections Written Instructions and to ensure that security and safety issues are not compromised by a proposed purchase. Such review by the Department shall not be considered to be an approval of any purchase, or of any fiscal issues relating to the W&B Fund.
- 1.13.13.5 Financial reports required by Department of Corrections Written Instructions shall be provided to the Department of Corrections Chief Financial Officer, Financial Services Bureau in compliance with established timeframes. A copy of each report shall be provided to the Department of Corrections Contract Monitor.
- 1.13.13.6 In the event of Contract termination or in the event the Department does not exercise the Purchase Option and allows the Contract to expire, all remaining funds, deposited in the facility's W&B Fund, and inventoried equipment, which was purchased with W&B funds, shall be transferred to the Department.
- 1.13.13.6.1 A closeout Special Services Fund Report shall be provided to the Department and sent to the following:
- Arizona Department of Corrections
Attention: Chief Financial Officer
Administrative Services Bureau
1601 West Jefferson, M/C 55403
Phoenix, Arizona 85007
- 1.13.13.7 On an annual basis, for the term of this Contract, the financial status of the W&B Fund shall be reviewed by the Contract Facility Operator and the Department of Corrections Contract Monitor to determine whether adequate funds are available to accommodate the purchase of recreational equipment and library resource center supplies and delete such expenses from the per diem rate. If it is mutually agreed that adequate monies are available within the W&B Fund to accommodate such expenses, the per diem rate shall be reduced to reflect the transfer of such expenses to the W&B Fund for the duration of the Contract term. Said mutual agreement shall be finalized by formal amendment signed by involved parties as coordinated by the Department of Corrections Procurement Services Office when directed to do so by written notification from the Department of Corrections Contract Beds Operations Director.
- 1.13.13.8 The effective date of per diem reduction shall be retroactive to the date of approval by the Director.
- 1.13.14 Commissary. Offerer shall utilize the Department's Commissary contract. Inmates shall have access to a commissary for purchase of goods. Items sold in the commissary shall include items listed in Department Order 909, Inmate Property. Department

inmates shall not be authorized to purchase any appliances, hobby-craft items, or personal items that do not meet the specifications of Department Order 909.

1.13.14.1 Net income from the sale of commissary goods shall be distributed as follows:

1.13.14.1.1 Fifty percent (50%) for reimbursement to the Contract Facility Operator for initial commissary capitalization (interest free).

1.13.14.1.2 Fifty percent (50%) to the W&B Fund.

1.13.14.1.3 Upon reimbursement of the initial commissary capitalization, 100% of the net income earned from the sale of commissary goods shall be deposited to the W&B Fund.

1.13.15 Utility Fees. A.R.S. §31-239 requires inmates who possess at least one major electrical appliance, as defined in Department Order 909, to pay a monthly fee, as determined by the Department. The offeror shall comply with the referenced statute and ensure payment to the Department in accordance with Department of Corrections Written Instructions and per Section 1.16.3.

1.13.16 Inmate Clothing. Clothing worn by inmates, to include replacement clothing, shall be provided by the Contract Facility Operator in accordance with Department of Corrections Written Instructions.

1.13.16.1 All costs for inmate clothing shall be borne by the offeror.

1.13.16.2 The Contract Facility Operator shall also provide discharge allowance for clothing to eligible inmates in accordance with Department of Corrections Written Instructions.

1.13.16.3 The inmate commissary shall stock replacement clothing listed in Department Order 909.

1.13.17 Arizona Correctional Industries (ACI). The Contract Facility Operator shall purchase products manufactured and/or produced by ACI:

1.13.17.1 Bakery. Including breakfast, desserts.

1.13.17.2 Institutional and Office Furniture.

1.13.17.3 Inmate Clothing. Including underwear and outerwear.

1.13.17.4 Bedding. Including pillows, sheets, mattresses, blankets, towels, wash cloths and pillowcases.

1.13.17.5 Commodity Products. Specifically cardboard boxes and plastic bags.

1.13.17.6 Signage. Including all regulatory and indoor signage.

1.13.17.7 Forms.

1.13.18 Career and Technical Education (CTE)

1.13.18.1 The Contract Facility Operator shall provide to at least 10% of the qualified inmates opportunities for CTE.

1.13.18.2 CTE programs may be provided by a subcontractor according to Section 1.8.7 of this document.

1.13.18.3 Programs must be provided by qualified instructors.

1.13.18.4 CTE curriculum shall be provided according to industry standards for the career area.

1.13.18.5 Programs shall be approved by the Department before inmates are enrolled.

1.14 HEALTH SERVICES

1.14.1 Inmate Health Care. Offerors shall provide a full range of inmate health care including an initial health screening (when indicated), routine and emergency medical services, ophthalmologist and optometrist, dental and pharmaceutical health services, mental health services, outpatient and inpatient hospital services, medical specialty services, routine and emergency x-ray and laboratory services, for all categories of medical care, including inmates classified as M-5, M-4, MH-5, or MH-4 as identified in the Arizona Department of Corrections' Objective Classification: Custody and Internal Risk Technical Manual, Department Order 801-TM-OPS. The offeror shall maintain the record consistent with the Department written directives. Only approved forms shall be utilized in the delivery of health care. Procedures shall be developed/provided in accordance with Department of Corrections Written Instructions and published standards of care, approved protocols, and Occupational Safety and Health Administration (OSHA) compliance regulations (see Contract Facility Section, Service Specification Contract Facility). Inmate health services contractor shall provide a Health Care Plan (HCP) and meet the current National Commission of Correctional Health Care (NCCHC), Standards for Medical Health Services in Prisons (2008). There is no medical cap per inmate, per year. The Contractor shall assume all health care related costs.

1.14.1.1 In accordance with A.R.S. §31-201.01, Duties of the director; tort actions; medical treatment costs; state immunity; definitions, and Department Order 1101, Inmate Access to Health Care, inmates shall pay a fixed fee for health care services received, as determined by the Department.

1.14.1.1.1 The Contract Facility Operator shall submit a monthly check to the Department for monies paid by inmates for

health care services received the previous month. See Section 1.16, Invoicing/Payments, for procedure.

- 1.14.1.2 Health care services shall be provided by the Contract Facility Operator's staff or by a qualified subcontractor. The subcontractor must be approved by the Department of Corrections Health Services Division Director, or designee, prior to initiation of service delivery and shall be subject to the same obligations as the Contract Facility Operator, including licensure/certification, performance and insurance. All health care professionals including technicians must be licensed or certified in accordance with Arizona Revised Statutes or their respective State Regulatory Board. (See Contract Facility Section, Service Specification Contract Facility, of this RFP. The Offeror may not employ or use any Health Care professional whose restricted license may adversely affect the availability or delay in any way the necessary health care to the inmate population.
- 1.14.1.2.1 Inmate Health Services shall meet the provisions of the Contractor's Health Care Plan (HCP) and the National Commission of Correctional Health Care (NCCHC), Standards for Medical Health Services in Prisons (2008) while receiving accreditation within three years of receiving the first inmate. Provide evidence of compliance with Department Written Directives, NCCHC Standards, and Standard/Licensure requirements as prescribed by the Health Services section and Contract Facility Section, Service Specifications, Contract Facility, of this Solicitation.
- 1.14.1.3 Sufficient and suitable medical office space, equipment and supplies shall be available for adequate health care delivery. First aid equipment shall be readily available at all times within the Health Care Unit, as well as other specified locations. Requirements for health space are defined in the Department Physical Plant Standards.
- 1.14.1.4 There must be designated health care areas within the facility where medical care can be administered in a manner ensuring confidential communication between the inmate patient and the health practitioner. The health care area shall be designed and dedicated for the sole purpose of the delivery of medical, dental and mental health services. This area shall not be used for any non health purpose.
- 1.14.1.5 Inmate access to routine health care shall be available at least five days per week. Inmates in administrative segregation (e.g., detention) status shall have non-emergency health care available seven days per week. Procedures to immediately refer medical emergencies to a medical, dental or mental health provider shall be available.

- 1.14.1.6 Staffing patterns for providers (physician, nurse practitioner, physician assistant and psychiatrist) of health services include a minimum of ophthalmologist and optometrist, dental and mental health services shall ensure waiting periods are within acceptable industry standards. The staffing pattern shall include a minimum of five hours of on-site physician time for each 100 inmates housed in the Contract Facility. On site dentist coverage shall be staffed at a minimum of twenty (20) hours per week per five-hundred (500) inmates. Medical, dental and mental health service providers shall be on-call and available to respond to emergency situations, twenty-four (24) hours per day, seven (7) days per week.
- 1.14.1.6.1 A mid-level practitioner may augment the services of the physician. This requirement is met when the physician: 1) Directly supervises the mid-level practitioner and is directly involved with the practitioner's provision of patient care, 2) provides at a minimum 50% of the direct patient care and, (3) is responsible for all medical service programs at the facility.
- 1.14.1.6.2 Registered Nurses or Licensed Practical Nurses shall be available on-site twenty-four (24) hours per day, seven (7) days per week to provide coverage for emergency situations. Nurses shall, at a minimum, be trained in emergency first aid and possess an approved certification to perform Cardiopulmonary Resuscitation (CPR). All nurses shall be supervised by a Registered Nurse who shall function as a Nursing Director.
- 1.14.1.7 Written Directives: The Department shall provide copies and throughout the course of the contract provide updates of Department Orders, Department Instructions, Technical Manuals, and other written instructions which provide direction in Arizona inmate health care. The contractor shall, as indicated, maintain a health care delivery system, which meets the directives and standards of the Department Health Services Division. If waiting times, as determined by the Department of Corrections, Health Services Division Director, or designee, are excessive, the Offeror shall increase the availability of providers to ensure that waiting times are at levels that are acceptable to the Department and in accordance with NCCHC and industry staffing. Any costs associated with increased availability of health providers shall be borne by the Contract Facility Operator.
- 1.14.1.8 Hospital facilities must be available to provide complete hospital care and emergency services twenty-four (24) hours per day, seven (7) days per week and should be within thirty (30) minutes transport by land conveyance from the Facility. Inmates requiring hospitalization must be admitted to a hospital facility which can meet the level of security consistent with Department classification requirements. Contracts for hospital services shall be executed between the selected Contract Facility

Operator and the hospital. At submission of offer provide a list of specialists who are available at the identified hospital shall be provided. Specialists shall be available in the vicinity of the hospital. These services shall not be provided at remote locations. The Specialist shall be on staff at the Offeror's contracted hospital. The Specialist's primary office setting shall not be greater than thirty minutes from the hospital.

- 1.14.1.9 Emergency transportation equipped to provide basic life support must be available when necessary and ordered by the health provider to transfer inmate patients to emergency care facilities. Advanced life support must be available to support emergency transports if projected transport time by land conveyance exceeds thirty (30) minutes to emergency care facilities.
- 1.14.1.10 The Contract Facility Operator shall provide twenty-four (24) hour emergency healthcare as outlined in a written plan approved by the Department. The written plan shall include:
 - 1.14.1.10.1 Emergency evacuation, when necessary.
 - 1.14.1.10.2 Emergency on-call physician/provider.
 - 1.14.1.10.3 Psychiatric.
 - 1.14.1.10.4 Non-Psychiatric mental health services
 - 1.14.1.10.5 Dental services
 - 1.14.1.10.6 Security procedures for the immediate transfer of inmates, when necessary; for both on- and off-site care.
 - 1.14.1.10.7 Security procedures for the supervision of inmates undergoing treatment
- 1.14.1.11 Any non-emergency medical care for an inmate which requires hospitalization shall require compliance with the Outside Review Committee procedures and meet the U.S. Constitutional mandate of the 8th and 14th Amendments. The Contract Facility Operator's primary medical care provider shall participate in the Department of Corrections Health Services Provider Orientation Program.
- 1.14.1.12 The Contract Facility Operator shall provide quality assurance and utilization review activities and processes relative to the delivery of inmate health services. Copies of reviews shall be submitted to Department of Corrections, Health Services Division.
- 1.14.1.13 Statistical data, relative to the use of health services by inmates, shall be maintained by the Contract Facility Operator who shall prescribe the collection of basic health, mental health and dental service information, utilization summary, program cost and time distribution data. This data shall be described in the Health Care Plan and shall be made available to the Department upon request.
- 1.14.1.14 Members of the Contract Facility Providers group shall refer inmates who require specialty services for consideration and approval (or denial) prior to scheduling.

- 1.14.1.14.1 In the event that the referral for specialty services is denied at any level of management by the contracted health care provider, an explanation for the denial shall be forwarded to the Department of Corrections Medical Program Manager.
- 1.14.1.14.2 The denial shall be documented on the Department of Corrections Outside Medical Referral form.
- 1.14.1.14.3 Denial information shall be provided within 5 working days of denial by the Contract Facility Operator.
- 1.14.1.15 Procedures shall be developed in accordance with Department of Corrections Written Instructions and Department standards of care, approved protocols, and Occupational Safety and Health Administration (OSHA) compliance regulations (see Contract Facility Section, Service Specification Contract Facility). A list of the written procedures shall be submitted at time of submission of offer.
- 1.14.1.16 The Offeror shall describe, in the Health Care Plan, Inmate Medical Health Services for the following:
 - 1.14.1.16.1 Access to Health Care.
 - 1.14.1.16.2 Administrative Meetings and Reports.
 - 1.14.1.16.3 Communication of Special Needs Patients.
 - 1.14.1.16.4 Comprehensive Quality Improvement Program.
 - 1.14.1.16.5 Confidentiality of Health Records and Health Information.
 - 1.14.1.16.6 Continuing Education for Qualified Health Services Personnel.
 - 1.14.1.16.7 Credentialing Handling of Daily Non-emergency Medical Requests and Sick Call.
 - 1.14.1.16.8 Dental Care.
 - 1.14.1.16.9 Direct Orders.
 - 1.14.1.16.10 Emergency Services.
 - 1.14.1.16.11 Environmental Health and Safety.
 - 1.14.1.16.12 Health Assessment.
 - 1.14.1.16.13 Health Evaluation of Inmates in Disciplinary Segregation.
 - 1.14.1.16.14 Health Record Format and Contents.
 - 1.14.1.16.15 Infection Control Program.
 - 1.14.1.16.16 Information on Health Services.
 - 1.14.1.16.17 Inmate Workers.
 - 1.14.1.16.18 Medical Autonomy.
 - 1.14.1.16.19 Medical Training for Correctional Officers.
 - 1.14.1.16.20 Medication Administration Training.
 - 1.14.1.16.21 Mental Health Assessment.
 - 1.14.1.16.22 Pharmaceuticals.
 - 1.14.1.16.23 Policies and Procedures.
 - 1.14.1.16.24 Responsible Health Authority.

- 1.14.1.16.25 Sharing of Information.
- 1.14.1.16.26 Special Needs Treatment Plans.
- 1.14.1.16.27 Transfer Screening.

1.14.2 The proposal requires that the facility have an Emergency Health Plan that is approved by the responsible Physician and Health Administrator. Describe planned methodology to handle an Emergency Health Plan.

1.14.3 An Offeror awarded a contract as a result of this RFP shall establish a Quality Improvement Committee comprised of employees to include a Health Administrator, a health provider, a dental provider, a nurse, a mental health provider and a medical records representative. The Committee shall provide a quarterly report to the Health Services Regional Health Administrator (HSRHA). The Contract Facility Operator expressly acknowledges that Department activities do not relieve the Contract Facility Operator of the responsibility for the delivery of health care to assigned inmates. Health care shall meet or exceed community standards at all times. Failure to maintain community standards for health care shall constitute an Event of Default. The Committee shall at least:

- 1.14.3.1 Review documented justification for the Contract Facility Operator's referrals for outside medical consultations.
- 1.14.3.2 Review staffing patterns relating to inmate waiting times to be seen by health providers / dentists.
- 1.14.3.3 Make recommendations requiring changes, as appropriate.
- 1.14.3.4 Review standards of care, by reviewing as a committee 10% of the populations' medical records each quarter.
- 1.14.3.5 Review Health Services Compliance with the Department Health Services Technical Manuals and Treatment Guidelines and publish Corrective Action Plans as indicated.

1.14.4 Behavioral Health.

1.14.4.1 Mental Health

Mental Health Services shall be afforded to inmates consistent with the corresponding assessed mental health need. Mental health services shall include screening, assessment, evaluation, individual therapy, group therapy, crisis intervention, and pharmacological treatment.

1.14.4.1.1 All new reception inmates shall receive an initial assessment by mental health staff within 24 hours following admissions to the Department.

1.14.4.1.2 The written results of the assessment shall become a part of the inmate's medical record within fourteen (14) calendar days of admission.

- 1.14.4.1.3 Upon transfer to a facility, each inmate medical file shall be reviewed within 24 hours for relevant mental health information, existing mental health assessment, and mental health score.
- 1.14.4.1.4 The receiving facility will ensure that a mental health assessment is completed, that the mental health score corresponds with the available information, and that mental health services are afforded correspondent to the Mental Health score.
- 1.14.4.1.5 Mental Health Services shall be afforded within the facility and consistent with the inmate's assessed need. Dedicated mental health programming space shall be available to provide the level of mental health service specified, and shall include assessment/interview rooms, group rooms, recreation areas, and observation/triage crisis housing.
- 1.14.4.1.5.1 Areas shall be designated for mental health services and shall be conducive to permitting confidential communication between the inmate patient and the mental health professional.
- 1.14.4.1.5.2 Mental health services shall consist, at a minimum, of a ratio of 75 (seventy-five) identified mental health inmates to one mental health provider (to exclude psychiatrist, psychiatric nurse practitioner, psychiatric nurse).
- 1.14.4.1.6 The Contract Facility Operator shall identify any inmate (s) who requires inpatient psychiatric hospitalization after assignment to the Contract Facility. The Contract Facility Operator shall advise the Department of Corrections Contract Monitor who shall coordinate appropriate action with the Department of Corrections Mental Health Program Manager, Counseling and Treatment Services Administrator or designee to access the inmate for possible return to an Arizona State Prison Complex.
- 1.14.4.1.7 The term "qualified mental health professional" includes a Psychiatrist, Psychologist, Psychiatric Nurse Practitioner, Social Worker, Psychiatric Nurse or others who by virtue of education credentials and experience are permitted by law to evaluate and care for the mental health needs of inmate patients.

1.14.4.1.7.1 All mental health must have required local/state licensure and adhere to local/state laws pertaining to mental health services.

1.14.4.1.7.1.1 In Arizona, all Mental Health staff shall be licensed or certified in accordance with Arizona State Statutes and Department of Corrections Written Instructions.

1.14.4.1.7.2 The offeror may not employ or use any Health Care professional whose restricted license may adversely affect the availability or delay in any way the necessary health care to the inmate population.

1.14.4.1.8 Offerors shall submit a written procedure to adopt the policies and procedures of the Department for suicide watch and provide a detailed plan for suicide prevention.

1.14.4.2 Substance Abuse Services

Substance abuse services shall assist inmates in changing patterns of thought, feelings and actions, consistent with their assessed need, which have contributed to their abuse of mood changing substances prior to incarceration. The major goal is to reduce the likelihood of substance abuse relapse upon return to the community. All substance abuse services shall have research based efficacy and shall be a recognized cognitive based curricula and approved by a Department designated authority.

1.14.4.2.1 Substance abuse services shall consist of education, treatment and self-help or mutual support groups, not limited to 12-step.

1.14.4.2.1.1 Substance abuse education shall be delivered in a didactic model and shall include/consist of cognitive reframing, conflict resolution, relapse prevention/social networks, consequences of substance abuse (physical and mental), and communication.

1.14.4.2.1.1.1 Substance abuse education shall consist of a three month program having a

minimum of two, one and one half hour weekly sessions for the duration of the program.

1.14.4.2.1.1.2 Substance abuse education, as a classroom activity, shall be provided by qualified staff trained in substance abuse education.

1.14.4.2.1.2 Substance abuse treatment services shall incorporate cognitive behavioral treatment models and shall be delivered in both group and individual sessions.

1.14.4.2.1.2.1 Substance abuse treatment services shall consist of a six month program and a twelve month program each having a minimum of two, two hour weekly sessions for the duration of the program.

1.14.4.2.1.2.1.1 Group treatment sessions shall consist of no more than fifteen inmates.

1.14.4.2.1.2.1.2 Counselors shall have clinical caseloads no greater than 75 (seventy-five) inmates.

1.14.4.2.1.2.2 Substance abuse treatment services shall consist of a minimum of ten percent of the facility's population enrolled in a substance abuse treatment program on any given day.

1.14.4.2.1.3 Self help or mutual support groups, not limited to 12 step shall be nationally recognized.

1.14.4.2.2 Inmates in need of substance abuse treatment programming shall be placed into the appropriate level of

programming as determined by the Department's assessment process.

1.14.4.2.3 Substance abuse treatment services shall be provided by the Contract Facility Operator's staff or by a qualified subcontractor. The entity providing substance abuse treatment services shall be licensed in accordance to local/state licensure regulations. In Arizona, substance abuse treatment providers shall either be a licensed entity and adhere to the State of Arizona, Department of Health Services, and Behavioral Health Services Division, as required in Arizona Administrative Code, Title 9, Chapter 20 or employ only counselors individually licensed under A.R.S. Title 32, Chapter 33.

1.14.4.2.4 Substance abuse services documentation shall be placed in an independent file and shall be the property of the Department.

1.14.4.2.4.1 The contractor shall properly store the files until file is either requested by the Department or the legally required retention period is reached.

1.14.4.2.4.2 File documentation shall consist, at a minimum, of

1.14.4.2.4.2.1 Demographic information

1.14.4.2.4.2.2 Screening assessment

1.14.4.2.4.2.3 Treatment Plan

1.14.4.2.4.2.4 Progress notes

1.14.4.2.4.2.5 Completion summary

1.14.4.2.4.2.6 Copy of certificate of completion

1.14.4.2.4.2.7 Consent to Treat

1.14.5 Pharmaceutical Services. Pharmacy services shall be provided by a pharmacy licensed in the state from all DEA rules which pharmacy services are provided. Pharmacy services shall be conducted in compliance with the Arizona Department of Corrections Written Instructions and State Board of Pharmacy Rules and Regulations.

1.14.5.1 Medications prescribed by the health care provider shall comply with the Department formulary.

1.14.5.2 Medications are packaged in unit dose, daily dose, weekly amounts, monthly amounts or other acceptable durations in accordance with Department of Corrections Written Instructions, depending upon the type of medication.

- 1.14.5.3 Written records of all medications issued shall be maintained by the Contract Facility Operator in accordance with A.R.S. §35-214. These records shall include:
- 1.14.5.3.1 The inmate's name and Department of Corrections identification number.
 - 1.14.5.3.2 Location of the inmate.
 - 1.14.5.3.3 Name of the medication.
 - 1.14.5.3.4 Doctor prescribing the medication.
 - 1.14.5.3.5 Date and time of issuance.
 - 1.14.5.3.6 Name or initials of pharmacist filling the prescription.
 - 1.14.5.3.7 Directions.
 - 1.14.5.3.8 Quantity of medication administered.
- 1.14.5.4 The following permanent documentation shall be maintained in the health record relative to prescribed medications:
- 1.14.5.4.1 The inmate's name and Department of Corrections identification number.
 - 1.14.5.4.2 Location of the inmate.
 - 1.14.5.4.3 Name of the medication.
 - 1.14.5.4.4 Name of health staff administering the medication.
 - 1.14.5.4.5 Date and time medication was administered.
 - 1.14.5.4.6 Quantity of medication administered.
 - 1.14.5.4.7 Route of administration.
 - 1.14.5.4.8 Directions.
 - 1.14.5.4.9 Refusal Slips.
 - 1.14.5.4.10 Informed consent forms appropriate to certain drugs.
- 1.14.5.5 Inmates shall be transferred to the facility with a seven (7) day supply of prescription medications.
- 1.14.5.5.1 Inmates shall be returned to a Department operated prison with a seven (7) day supply of prescription medications.
- 1.14.5.6 Inmates shall be released from the Department with up to a thirty (30) day supply of prescription medications.
- 1.14.5.7 Prescribed medication shall be provided to the inmate through a constant process that insures prompt administration of all ordered medication.
- 1.14.6 Medical Files/Records. All documents and health care records (electronic or paper) are Department property. Upon an inmate's assignment to the Facility, the Department shall provide the Department medical record for the inmate with other "special purpose records".
- 1.14.6.1 The Department Medical Record is a problem oriented record, with established forms and management process. The record is used for documenting the care of the inmates in the following areas:
 - 1.14.6.1.1 Medical

- 1.14.6.1.2 Nursing
- 1.14.6.1.3 Mental Health
- 1.14.6.1.4 Dental

- 1.14.6.2 Medical records are confidential and shall be maintained in a secure, locked area. Information pertaining to inmates shall not be divulged, other than to employees or officers of the offeror as necessary to perform specific duties under the Contract. Information may be released to family or friends in accordance with Department of Corrections Written Instructions.
 - 1.14.6.3 Prior to activation of the Facility, the Department shall provide training in maintenance of medical records.
 - 1.14.6.4 The Department medical record is the permanent health record for each inmate and shall be returned to the Department upon the reassignment of an inmate to a Department institution for release. If an inmate is released to the community, the health record including a copy of all documentation of health services provided at the Contract Facility shall be forwarded to the Department health record repository within thirty (30) days after the inmate's release.
 - 1.14.6.5 Upon the Department conversion to an automated or electronic Medical Files System, the Contract Facility Operator shall convert to the same electronic system at no cost to the Department. If the Contract Facility Operator utilizes a proprietary electronic medical record, files shall be transferred to paper upon return of the inmate to Department custody.
 - 1.14.6.6 Monthly reports of levels of service shall be provided to the Health Services Regional Health Administrator. These reports shall demonstrate the level of services in medical, mental health, dental and nursing. These reporting system shall be consistent with the reporting requirements of the Department of Corrections Health Services Division Director.
 - 1.14.6.7 Requests for a change in the inmate medical score shall be requested through the Health Services Regional Health Administrator.
 - 1.14.6.8 In compliance with Department Order 1101, Inmate Access to Healthcare, the inmate may be assessed a fee for an evaluation by a healthcare provider. These funds shall not be accessed by Health Services, but shall revert to the State of Arizona, General Fund.
- 1.14.7 The Offeror shall develop a plan or methodology to provide Emergency Health services when security precautions require limited or no inmate movement.
- 1.14.8 The Department shall offer training and staff development. This will facilitate an understanding of Department health care requirements. Department of Corrections, Health Services shall provide instruction in written directives and the standards/management of the Department of Corrections Health Services inmate

medical record. The training will require up to a two day class presentation. Those health services staff members responsible for input and/or management of the medical records shall participate.

1.14.9 Inmates with scheduled appointments will not be transferred to the Private Prison. Inmates who may need surgery in the future may be transferred. Inmates requiring follow-up appointments with the attending surgeon will not be transferred. Inmates, post surgery, needing follow-up with their primary care medical provider will be transferred. Inmates with cancer, who are not currently under the care of an oncologist, will be transferred. Those inmates currently under treatment for cancer will not be transferred.

1.14.10 Minimum Health Services Staffing shall meet the required needs of the inmate population consistent with NCCHC standards. The following position list is provided as a guide in developing a staffing pattern.

HEALTH SERVICES ADMINISTRATOR
 ADMINISTRATIVE ASSISTANT
 DIRECTOR OF NURSING (RN)
 ASSISTANT DIRECTOR OF NURSING
 REGISTERED NURSE
 LICENSED PRACTICAL NURSE
 NURSING ASSISTANT
 PHARMACY TECHNICIAN
 DENTIST
 DENTAL ASSISTANT
 PHYSICIAN SUPERVISOR
 MID LEVEL MEDICAL PROVIDER (PA/NP)
 MEDICAL RECORDS LIBRARIAN
 HEALTH EDUCATOR
 X-RAY TECHNICIAN
 PHARMACIST

1.14.11 If expanding on an existing facility, existing contracted staffing patterns may not be utilized to support Health Services Staffing.

1.15 PHYSICAL PLANT/STRUCTURE DESIGN

1.15.1 Offerors shall provide all necessary siting information, as may be required by the Department.

1.15.2 The Contract Facility shall comply with design and construction standards as specified in the Physical Plant Standards Technical Manual, or as may be approved by the Department. All plans (schematic design documents) must show and reflect compliance with ADC Physical Plant Standards.

1.15.2.1 Offerors can access the Physical Plant Standards at http://www.azcorrections.gov/adc/divisions/adminservices/Zoya_facilities.

[aspx](#). Click on *Physical Plant Standards Manual*. The use of prefabricated insulated metal building panels that are insulated on the interior with a vinyl faced insulation that meets the energy conservation standards of the State is acceptable. The metal skin is to be galvanized with galvanized fittings and of a minimum 26 gauge thickness. The structure is to be designed in accordance with AISC Type 1 construction that meets the MDMA Design manual. The panels are to be sealed to provide a weather proof assembly and must meet the code wind loading requirements for the area to be constructed in. The panels are to be finished colors as selected and the manufacturer is to provide a 3 year warranty covering materials and workmanship and a 20 year warranty covering both panel coating and weather tightness.

- 1.15.2.2 Interior surfaces are to be finished with a 5/8" thick Fiberboard VHI (Very High Impact) drywall as manufactured by Louisiana Pacific Corp. or approved equal and installed floor to underside of roof structure in all areas used or exposed to inmate traffic. In areas with drywall ceilings, wall finish is to be installed 6" above finished ceiling.
- 1.15.3 Demonstrate that the facility design is in conformance with all codes per the Prison Physical Plant Standards Technical Manual as well as all regulatory agencies' requirements. Offeror shall provide a written explanation of how their facility shall attempt to meet LEED Silver standards.
 - 1.15.3.1 Sound level requirements, using the dba A scale. The offeror must address the absorption qualities of construction materials.
 - 1.15.3.2 Describe lighting requirements for proposal to meet or exceed: foot candles for, classrooms, offices, inmate housing areas, cells and the perimeter fencing.
 - 1.15.3.3 Mechanical Heating and Cooling system to be designed to meet the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Ventilation and Heating Standards of Arizona.
 - 1.15.3.4 Conform to Natural Lighting minimal requirements specified in the Physical Plant Standards Technical Manual.
 - 1.15.3.5 Describe kitchen compliance with square footage, appliances and fixtures, ventilation, hygiene, etc., according to the Uniform and International Building Code (UBC & IBC) and Physical Plant Standards Technical Manual.
 - 1.15.3.6 Describe conditions that determine covered/enclosed multipurpose rooms to be utilized as recreation areas when necessary.
 - 1.15.3.7 Provide description of outdoor recreation facilities

- 1.15.3.8 Buildings must meet energy conservation requirements. Fluorescent lighting must be T-8 or better, HVAC units to have a SEER or EER rating of no less than 12, perimeter and exterior lighting to be most efficient fixtures to provide required illumination, low flow devices to be installed on all water fixtures (toilets, sinks, showers, kitchen fixtures). The use of thermal solar water heating is encouraged.
- 1.15.3.9 Where the Owner may be a different entity than the Contractor, the Owner shall be held responsible for ensuring the Physical Plant Standards or Department approved modifications to the Physical Plant Standards is met.
- 1.15.4 The Offeror must describe the ability of each functional area identified in Contract Facility Section, Service Specification Contract Facility, Objective II, to meet the specified use. Each description shall include the size in square feet of the functional area to comply with design and construction standards established by Department Physical Plant Standards and ADAAG.
- 1.15.5 The Offeror must provide square footage, purpose of room and any special ventilation, lighting, coverings, etc., for each of the following:
- 1.15.5.1 Administrative Office Areas
 - 1.15.5.2 Armory.
 - 1.15.5.3 Conference Rooms
 - 1.15.5.4 Commissary
 - 1.15.5.5 Control Rooms
 - 1.15.5.6 Dayrooms
 - 1.15.5.7 Dining areas
 - 1.15.5.8 Classroom Education
 - 1.15.5.9 Detention Cells
 - 1.15.5.10 Staff Training
 - 1.15.5.11 Exercise Area
 - 1.15.5.12 Recreation Area
 - 1.15.5.13 Visitation
 - 1.15.5.14 Library Resource Center
 - 1.15.5.15 Mail and Property
 - 1.15.5.16 Housing Units
 - 1.15.5.17 Sleeping Areas
 - 1.15.5.18 Maintenance Areas
 - 1.15.5.19 Janitorial Closets
 - 1.15.5.20 Mail & Personal Property.
- 1.15.6 Provide a brief narrative in response to each item and/or acknowledge compliance with each item listed below. Any item below deemed not applicable by an Offeror shall be so explained in detail.
- 1.15.6.1 Describe perimeter security to prevent inmate egress and access by the general public. Provide the name and type of any perimeter detection system, fencing, or cameras to be utilized. Describe the manner in which the system shall be regularly tested and annually recertified.

- 1.15.6.2 Acknowledge that all prison security systems shall be annually recertified and that evidence of annual recertification of all security systems shall be submitted to the Department within ten (10) days of occurrence.
- 1.15.6.3 Describe the type of prison security that will be used, as well as identification of locking mechanisms to be used. Provide specific information and catalogue if required to fully describe.
- 1.15.6.4 Describe the sally port to include size, security considerations for both pedestrian and vehicle sally ports, i.e., metal detectors, cameras, etc.
- 1.15.6.5 Describe facility usage of radio communication between staff.
- 1.15.7 In addition, the Contract Facility must comply with all requirements identified in the following:
 - 1.15.7.1 Guidelines specified by the Americans with Disabilities Act (ADA).
 - 1.15.7.2 Guidelines specified by the Arizonans with Disability Act as prescribed by the current version of ADA Accessibility Guidelines (ADAAG) and any subsequent versions issued during the term of the Contract.
- 1.15.8 A description of the utility systems and utility companies that will provide natural gas, electric, water, sewer, garbage/trash disposal, and telephone services, or the inability to obtain these systems must be provided to the Department.
 - 1.15.8.1 The Offeror must provide the estimated amount of water that will be available for each inmate, per day.
- 1.15.9 The Offeror must identify all Arizona Department of Environmental Quality (ADEQ) and Arizona Department of Water Resources standards applicable to the proposed site and its intended use.
- 1.15.10 The Offeror must identify the Federal, State or local authority that has primary jurisdiction over the proposed facility relative to Life Safety Codes and Fire and Fire Safety requirements placed on the facility.
- 1.15.11 The Facility must have the facilities to secure special management inmates on a temporary basis (at least 72 hours).
- 1.15.12 Signs at the entrance to the Facility providing facilities name, warning to public, proper prison identification, etc., shall be provided by the Contract Facility Operator.
- 1.15.13 The Contract Facility Operator shall be responsible for all costs to correct potential or real risks as they relate to the Facility structure or the secure perimeter.

- 1.15.14 In addition to inmate sleeping and living space, the Contract Facility must have adequate space for those functional areas as identified by Contract Facility Section, Service Specification Contract Facility, Objective II.
- 1.15.15 Administrative Office space must be provided and sufficient to accommodate up to four Department staff and equipment with a minimum of 120 square feet per staff member.
- 1.15.16 The Department shall assume no expense for the maintenance of the physical structure, or any tangible personal property attached to or contained within a structure approved for consideration under this RFP.
- 1.15.17 Within ninety (90) days after execution of this Contract, the Facility Operator shall secure a certified American Land Title Association (ALTA) survey completed to identify the legal boundaries of the entire facility. The survey shall depict in detail all buildings, support systems, and other structures/infrastructure, e.g., fences utility structures, including underground features such as water and waste piping, power conduit, etc. The Contract Facility Operator shall provide a visual of the land configurations to be surveyed. The survey shall identify the entity which performed the survey and date performed. The completed survey shall be forwarded to the Department to remain on file and become a part of this Contract by reference.
- 1.15.18 Offerors shall provide the following:
- 1.15.18.1 Provide a set of schematic design documents of the facility that reflect its proposed configuration to include planned renovations, if applicable, and the square footage for each functional area of the facility. Plans must be to a recognized scale. If the Offeror is proposing existing facilities (already built) the as-built drawings of the completed facility must be provided.
 - 1.15.18.2 Describe the maintenance plan and preventive maintenance program.
 - 1.15.18.3 Describe building construction types and all major building components. Provide documentation that the design is in conformance with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities, as well as all regulatory agencies' requirements.
 - 1.15.18.4 Provide the address of the Contract Facility. Give a general description of the location and a general description of the surrounding area.
 - 1.15.18.5 Identify the amount of land with the facility and the condition of the land.
 - 1.15.18.5.1 Within secure perimeter and distance to each property line.
 - 1.15.18.5.2 Outside of secure perimeter.
 - 1.15.18.6 Upon Contract award the Contract Facility Operator shall not alter the size, configuration or mission of the Contract Facility.

- 1.15.19 During the term of the Contract, no structure shown by the American Land Title Association (ALTA) survey, including any and all modifications, shall be demolished without the prior approval of the Department.
- 1.15.20 Upon Contract award the Contract Facility Operator shall:
- 1.15.20.1 Operate the Facility in compliance with all Federal, State and local laws, rules, regulations, as well as codes relative to fire, health, and safety issues.
 - 1.15.20.2 Comply with the requirements of Federal and State regulatory agencies.
 - 1.15.20.3 Pay all taxes applicable to its use of the Facility.
- 1.15.21 During the term of the Contract, the Contract Facility Operator shall pay and discharge, in a timely manner without offset, deduction or abatement for any cause, all duties, taxes, charges, assessments, impositions and payments, extraordinary as well as ordinary, unforeseen as well as foreseen, of every kind and nature (under or by virtue of any current or subsequently enacted law, ordinance, regulation, action or order of any public or governmental authority), which during the term of this Contract are due, imposed upon, charged against, measured by or become a lien on the Facility or any improvements or personal property therein.
- 1.15.22 The Contract Facility Operator's failure to perform obligations required by the terms of the resulting Contract that require mediation and/or correction by the Contract Facility Operator shall be at no cost to the State or the Department of Corrections.
- 1.15.23 The Facility Operator shall provide the Department with the proposal, a minimum of two copies of the Preliminary plans and specifications, design development plans and specifications and final sets of construction documents.
- 1.15.24 Copies of all required Regulatory approval submittals, permits or approvals issued, including any variances approved shall be provided to the Department.
- 1.15.25 Copies of all calculations for:
- 1.15.25.1 the complete structure, electrical design capacities,
 - 1.15.25.2 mechanical design criteria and maintained temperatures both cooling and heating that will be met with outside air temperature conditions,
 - 1.15.25.3 designed maintained lighting levels to be achieved at all locations on the site,
 - 1.15.25.4 design calculations,
 - 1.15.25.5 copies of all shop drawings, change order requests, and one full set of Mylar as built drawings,

1.15.25.6 all modifications made to the contract documents during the course of construction through substantial and final completion of the project.

1.15.26 The Contract Facility Operator shall provide complete copies of the design and anticipated Wastewater Treatment Plant effluent standards and shall indicate that the designed plant will meet all of the State and federal standards. Identical information for the domestic water treatment plant if required and the quality of the potable water to be used in the facility shall also be provided and shall meet all Federal Standards.

1.15.26.1 Copies of all agreements easements, rights-of way, utility agreements, that are required to operate the facility shall be provided to the Department.

1.15.27 The Contract Facility Operator shall include the Department construction representatives in all job construction meetings and prior to and on the dates the substantial Completion reviews are made by the registrants of the project, invite the Department Construction Representative to participate. Copies of all building certificates shall be provided to the Department.

1.16 INVOICING/PAYMENTS. Department forms may be computerized; however, the Contract Facility Operator shall ensure all required information is provided.

1.16.1 Per Diem. The Contract Facility Operator shall invoice the Department twice each month within five (5) workdays after the end of each billing cycle. For the purposes of this Contract, workdays shall be Monday through Friday, 8 a.m. to 5 p.m.

1.16.1.1 The amount of per diem paid per inmate shall be in accordance with the Fee Schedule.

1.16.1.2 The Contract Facility Operator shall utilize the invoice format, as shown by *Fee Schedule Section, Attachment #3, Per Diem Invoice*, to submit monthly invoices for all beds.

1.16.1.3 *Attachment #4, Supporting Detail For Per Diem Invoice*, shall be completed and accompany the Per Diem Invoice.

1.16.1.4 *Attachment #5, Corrections To Previous Monthly Invoice*, shall be utilized for the following:

1.16.1.4.1 Corrected spelling of inmate's name.

1.16.1.4.2 Corrected inmate's Department number.

1.16.1.4.3 Corrected payment calculations for identified inmates.

1.16.1.5 The Department shall pay for the day of arrival of each inmate. The Department shall not pay for the day the inmate is released from the Facility. Per diem payments shall not be made for days inmates are temporarily in the custody of another jurisdiction, in Arizona or elsewhere.

- 1.16.1.6 Invoices shall be legible and in the format directed. Invoices that are illegible shall be returned to the Contract Facility Operator for clarification. The Department shall not be held to established time-frames for payment as set forth above.
- 1.16.1.7 The Contract Facility Operator shall submit original invoices and supporting detail to the Department of Corrections Contract Monitor for verification.
- 1.16.1.8 The Department of Corrections Contract Monitor shall verify invoice information and forward to the Deputy Warden, Contract facilities, or designee, for payment.
- 1.16.1.8.1 Payment authorization shall be within two workdays after receipt of the invoice(s).
- 1.16.1.9 If a discrepancy occurs the Department of Corrections Contract Monitor shall notify the Contract Facility Operator of said discrepancy immediately after reviewing the Contract Facility Operator's invoices and supporting detail. The Contract Facility Operator and the Department shall resolve the discrepancy by comparison and reconciliation of records.
- 1.16.1.9.1 If resolution cannot be achieved the disputed amount shall not be paid until mutual agreement is reached relative to the discrepancy.
- 1.16.1.9.2 Time-frames for payment for the disputed amount shall be waived until the dispute is resolved.
- 1.16.1.9.3 The Department of Corrections Contract Beds Operations Director, or designee, shall authorize payment within fifteen days after receipt and approval of Contract Facility Operator invoices, contingent upon services being satisfactorily provided.
- 1.16.1.9.4 The Department shall issue one warrant monthly for payment of all invoiced and approved services. The Contract Facility Operator shall be required to pay each subcontractor for services rendered any time regardless of disputes with the Department.
- 1.16.1.9.5 Should payment be made to a Trust Payee, the Trust Payee shall satisfy all debt service requirements prior to releasing funds for other purposes.
- 1.16.1.10 Background Checks and Fingerprint Card. The Department shall invoice the Contract Facility Operator monthly for costs relating to NCIC/ACIC background investigations and processing of contractor requested

fingerprint cards. The Contract Facility Operator shall off-set all costs within thirty (30) days of receipt of invoice, at the time of the next normal billing.

1.16.1.11 Medical Treatment Costs. The Contract Facility Operator shall reimburse the Department monthly for monies paid by inmates for health care services.

1.16.1.11.1 Utilizing Attachment #6, Monthly Inmate Health Care Fees, the Contract Facility Operator shall send a check made payable to the Arizona Department of Corrections - Health Services Division, for monies paid by inmates for health care services received during the preceding month.

1.16.1.11.2 Reimbursement to the Department shall be sent by the tenth workday of each month.

1.16.1.11.3 Attachment #6 reflects monies received and debited as required by the referenced Department policy.

1.16.1.11.4 The Contract Facility Operator shall ensure that Attachment #6 accompanies the monthly health care check.

1.16.1.11.5 Monthly checks shall be sent to:

Arizona Department of Corrections
Attention: Inmate Trust Accounts,
Financial Services Bureau
1601 West Jefferson, M/C 55407
Phoenix, Arizona 85007

1.16.1.12 Payment of Inmate Wages. Inmates shall be paid for work activities the same wage regardless of location in accordance with Department Order 903, Inmate Work Activities.

1.16.1.13 The Contract Facility Operator shall process inmate time sheets utilizing Attachment #7, Inmate Time Sheet For Work Activities, on a bi-weekly basis (once every two weeks).

1.16.1.14 Inmate time sheets shall be submitted to the Department of Corrections Contract Monitor for verification of payroll charges prior to submittal to the Contract Facility Operator's inmate banking technician.

1.16.1.15 Inmates providing labor on-site shall have wages posted to their trust accounts in accordance with Department of Corrections Written Instructions.

- 1.16.2 Off-Site Work Assignments. Public or contract entities shall pay an hourly rate for inmate labor services as specified in each Inmate Work Contract developed by the Department of Corrections Procurement Services Unit.
- 1.16.2.1 Procedures and time frames related to payment shall be delineated in each Inmate Work Contract.
- 1.16.2.2 The Contract Facility Operator shall receive payment from each third party contracting entity for wages earned for inmate labor.
- 1.16.2.3 Payments received shall be verified by the Contract Facility Operator. If the Contract Facility Operator finds a discrepancy in the amount of payment, the discrepancy shall be resolved with the contracting entity in accordance with the terms of the work agreement.
- 1.16.2.4 The Contract Facility Operator shall be responsible for providing the required information concerning the inmate's work for the Inmate Banking System.
- 1.16.2.5 Inmate wages earned shall be posted to inmate accounts by Contract Facility staff in accordance with Department of Corrections of Corrections Written Instructions.
- 1.16.2.6 In accordance with A.R.S. §31-254, inmates are not entitled to Workers' Compensation for labor provided to the Contract Facility, or for labor provided under third-party agreements.
- 1.16.3 Utility Fees. Per A.R.S. §31-239 inmates who possess at least one major electrical appliance shall pay a monthly fee, as determined by the Department. An automated withdrawal through the Inmate Banking System will be input by the Contractor as directed by the Department and printed by the Department' Central Office. The utility check produced at the Department Central Office will be deposited into the General Fund.
- 1.16.4 Specialty Training. The Department shall invoice the Contract Facility Operator within thirty (30) days after staff training or intervention is provided. Invoiced amounts shall be based on actual costs as determined from travel receipts, Positive Attendance Reports (PAR), and salary for each employee providing training or intervention. The Contract Facility Operator shall pay the Department within ten (10) days after receipt of invoice.
- 1.16.4.1 Payment shall be sent to:
- Arizona Department of Corrections
Attention: Chief Financial Officer,
Financial Services Bureau
1601 West Jefferson, M/C 55403
Phoenix, Arizona 85007

1.16.5 Re-Entry Allowance. The Contract Facility Operator shall invoice the Department quarterly for reimbursement of discharge allowance paid to eligible inmates in accordance with Department of Corrections Written Instructions.

1.16.5.1 Invoices requesting reimbursement shall be submitted by the Contract Facility Operator to the Department of Corrections Contract Monitor by the tenth (10th) workday of July, October, January, and April during the term of the Contract. Each invoice shall indicate the following information relative to each inmate who received re-entry allowance: name of each inmate, Department identification number, amount paid, purpose of payment (clothing or transportation), and date of discharge.

1.16.5.2 The Department of Corrections Contract Monitor shall verify the invoiced information and submit the invoice to the Department of Corrections Contract Beds Operations Director, or designee, for authorization of payment.

1.16.5.3 The Department shall reimburse the Contract Facility Operator for dedicated re-entry allowance within fifteen (15) workdays after receipt of invoice and verification of supporting detail via the inmate banking system. Payments for re-entry allowance reimbursement shall be made payable to the Contract Facility Operator and sent to the Contract Facility Operator's Corporate Office.

1.17 REPORTS

1.17.1 A Contract Facility Operator shall comply with all statistical, financial, and informational reporting requirements contained in this request for proposal. The Department reserves the right to change the reports, report content, or frequency of reports at any time during the term of a Contract awarded as a result of this request for proposal. The Department shall notify a Contract Facility Operator of a change within a reasonable period of time.

1.17.2 A Contract Facility Operator shall provide accurate, complete and timely shift reports, staffing reports, and all other daily, monthly and annual reports necessary to monitor the contract; daily management team meetings shall be held and Department monitoring staff shall attend. Information reports will be logged at the time they are written, and monitors shall receive a direct accounting for all information reports, Significant Incident Reports, Disciplinary Reports, and Inmate Grievances. Failure to comply with this requirement shall result in a written deficiency notice and shall require a corrective action plan. Egregious or continual occurrences of failure may result in monetary offsets, suspension, or termination of the Contract.

1.17.3 Department staff authorized by the Department of Corrections Contract Beds Operations Director shall have unhindered access to all statistical, financial, informational data, documents, and reports required pursuant to this request for proposal, at any time, without prior notice to the Contract Facility Operator.

- 1.17.4 The Contract Facility Operator shall be responsible for and shall ensure that all information required to be provided at any point during the life of the contract is timely, complete and accurate. In addition to monetary offsets, failure to report negative occurrences and other misrepresentations shall constitute an Event of Default.
- 1.17.5 In addition to other data and information that may be required pursuant to this request for proposal, reports identified in *Attachment 10, Required Reporting*, shall be submitted as specified and shall be sent to the Department of Corrections Contract Monitor or other designated Department representative on or before the required due date.
- 1.17.6 Additional/AdHoc Reporting Requirements: The Department reserves the right to require additional reports, AdHoc reports, information pertaining to Contract compliance or other reports or information that may be required to respond to grievances, inquiries, complaints and other questions raised by inmates or other parties.
- 1.17.6.1 The Department shall make the request for the report in writing to a Contract Facility Operator. The request shall specify the information required and the date the report is due.
- 1.17.6.2 A Contract Facility Operator shall submit the report or information requested on or before the required due date.
- 1.17.7 Reports Required in *Attachment 10, Required Reporting*: The submission of late, inaccurate, or otherwise incomplete reports shall constitute failure to report subject to the monetary offsets described in Section 2.7.3. Standards applied for determining failure to report are as follows:
- 1.17.7.1 A report shall be deemed timely and not late if received on or before on or before required due dates.
- 1.17.7.2 A report shall be deemed accurate if it is prepared in conformity with Department requirements.
- 1.17.7.3 A report shall be deemed complete if all required information is fully disclosed in a manner that is both responsive and pertinent to report intent with no material omissions.
- 1.17.8 Reports Required in *Attachment 10, Required Reporting*: If a failure to report is identified, the Department of Corrections Contract Monitor shall notify the Contract Facility Operator in writing that the matter will be referred to the Chief Procurement Officer to take action against the Contract Facility Operator, including but not limited to monetary offsets, suspension, or termination of the Contract.
- 1.17.8.1 The Contract Facility Operator shall have ten days to appeal in writing disputing a decision to refer the matter to the Chief Procurement Officer for action.

- 1.17.8.2 The Department of Corrections Contract Monitor shall have ten days to make a final determination regarding the decision to refer the matter to the Chief Procurement Officer for action and to provide written notice to the Contractor of the final determination.

2

SPECIAL TERMS AND CONDITIONS2.1 **Purpose**

2.1.1 Pursuant to provisions of the Arizona Procurement Code, A.R.S. §41-2501, et. seq., the State of Arizona, Department of Corrections, hereafter also known as the Department, intends to establish a Contract for **Medium Security Beds for male inmates**. Proposals from qualified Offerors will be accepted for the purpose of selecting a Contractor to provide up to 2000 **Medium Security Beds** for the Department as identified herein.

2.2 **Pre-Proposal Conference**

2.2.1 A Pre-Proposal Conference shall be held on **February 10, 2012** at 1:00 p.m. M.S.T., at the Arizona Department of Transportation, Auditorium. **Vendors are requested to meet at the Arizona Department of Corrections, first floor lobby, 1645 West Jefferson Street, Phoenix, Arizona 85007.** An ADC representative will escort all attendees prior to the beginning of the Pre-Proposal. All potential Offerors are encouraged to attend.

2.2.1.1 Vendors attending the Pre-proposal are requested to comply with the rules and regulations for use of the Department of Transportation Auditorium.

2.2.1.1.1 All attendees must have picture ID.

2.2.1.1.2 All attendees must enter through the visitor entrance and sign in.

2.2.1.1.3 No food or drink is allowable in the Auditorium with the exception of bottled water.

2.3 **On-Site Meeting**

2.3.1 An on-site inspection will be held at each facility on the date and time designated below. The purpose of this inspection is for the visual evaluation and familiarization for the potential utilization of the available land. All potential Offerors are encouraged to attend. No further on-site inspections will be held at any other time. No verbal discussions should be held or questions concerning the requirements of the RFP as these will not be answered at the on site inspections and will only be done by formal amendment to the solicitation in accordance with Section 1.7.

2.3.2 On-Site Inspection attendees must comply with Department Order 503, Employee Grooming and Dress. A copy of this Department Order is located at www.azcorrections.gov/Zoya_dept_orders_1.aspx.

2.3.3 Prospective offerors wishing to attend the on-site inspections shall contact Joe Profiri, Operations Director at phone number 602-364-0277 and **fax** the following information **no later** than 5:00 p.m. M.S.T., **February 10, 2012** to fax number 602-364-3800 to make arrangements to attend the on-site inspections: Name of person(s) attending, social security number(s) and date(s) of birth. No more than 4 persons from each company shall be allowed to attend the on-site inspections to keep the number at a minimum due to security reasons. On-Site attendees failing to obtain security clearance and/or to comply with the non-uniformed personnel grooming and dress standards will not be admitted into the facility.

2.3.4 On-Site Inspections are as follows:

Yuma

Wednesday, February 15, 2012

10:00 a.m. - 12:00 p.m.

7125 E. Juan Sanchez Blvd.

San Luis, AZ 85349

Florence

Thursday, February 16, 2012

9:00 a.m. – 11:00 a.m.

1305 E. Butte Avenue

Florence, AZ 85323

2.4 Term of Contract

2.4.1 The Contract shall become effective when all authorized signatures are affixed. Renovation or construction activities may be initiated upon receipt of a Notice to proceed issued by the Department. The activation date shall be when the first inmate is received by the secure private prison. The Contract term shall be ten (10) years from the activation/anniversary date of the Contract.

2.4.1.1 By mutual written Contract amendment, any resultant Contract may be renewed for two supplemental periods of up to a maximum of five years each.

2.5 Authority to Contract

2.5.1 This Contract activity is issued under the authority of the Department of Corrections, Chief Procurement Officer. No alteration of any portion of the Contract, any items or services awarded, or any other agreement that is based upon this Contract may be made without express written approval of the Department in the form of an official Contract amendment. Any attempt to alter any documents on the part of the ordering agency or any Contractor is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to legal and Contractual remedies available to the State inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

2.6 Submission of Offer

2.6.1 Electronic Documents. The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Solicitation Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State.

2.6.2 Acceptable Formats. Offer electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and .XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint) and .PDF (Adobe Acrobat). Other file formats may also be acceptable, including .ZIP, .MDB, .MDBX, .MPP, MPPX, .VSD, .JPG, .GIF, and .BMP. Offerors wishing to submit files in these or other formats shall submit an inquiry to the State's Solicitation Contact Person.

2.7 Submission Required in ProcureAZ

2.7.1 Offer shall be submitted in an acceptable format, as described herein, using the State's online eProcurement application ProcureAZ (<https://procure.az.gov/bso/>). Submission of offers by means other than the ProcureAZ system, except as noted in Section 2.8, will not be accepted. Submission of hard copy as noted in Section 2.8 in addition to, not in lieu of, the requirement of this section. Prospective Offerors with questions in this regard shall contact the Procurement Officer prior to the Solicitation's due date and time.

2.7.2 To submit an Offer, Offerors must register in the ProcureAZ system. Offerors requiring assistance in the registration process or in navigating the ProcureAZ system may call the Help Desk at 602-542-7600.

2.8 Submission Required in Hard-Copy

2.8.1 In addition to submitting through the State's online eProcurement application ProcureAZ, offerors are required to submit six (6) hard-copies of the proposal which shall be submitted on the forms and format as contained in the RFP. Offerors must submit their copies prior to the date and time indicated within the ProcureAZ system. Offerors shall certify within their proposal response that the electronic submittal and hard-copy submittals are identical.

2.8.1.1 When an offeror submits their copies prior to the date and time indicated and changes occur within their proposal, offerors are required to formally withdraw their proposal copies and resubmit prior to the due date and time.

2.8.1.2 Hard-copies are to be submitted to one of the addresses below:

HAND DELIVERY –OVERNIGHT MAIL

Arizona Department of Corrections
Procurement Services

1645 W. Jefferson Street, 4th Floor, Suite 4401
Phoenix, AZ 85007

OR

US MAIL

Arizona Department of Corrections
Procurement Services

1601 W. Jefferson, Mail Code 55302
Phoenix, AZ 85007

2.9 Questions, Clarifications or Interpretations

2.9.1 Any doubt as to the requirements of the Request for Proposal or any apparent omissions or discrepancies shall be presented in writing through ProcureAZ. The Department shall determine the appropriate action necessary, if any, and issue a written amendment to the Request for Proposal through ProcureAZ:

2.10 Proposal Opening

2.10.1 Proposals shall be opened online on the date and time, as indicated through ProcureAZ, or as amended by the Department. Following the opening, interested parties may contact the Procurement Officer to request a copy of the proposal tabulation. After Contract award, the proposals and evaluation documents shall be open for public inspection.

2.11 Pricing

2.11.1 The method of compensation governing the Contract shall be fixed price.

2.12 Department of Corrections Policy and Procedures

2.12.1 The Contractor shall follow all applicable Department Orders (DO's), and-Director's Instructions (DI's). Department Orders and Director's Instructions are available on the following web site www.azcorrections.gov/Zoya_dept_orders_1.aspx.

2.12.2 Restricted policies shall be available for review at the Department. Offerors may contact the Department of Corrections Contract Beds Operations Director to set up an appointment.

2.13 Multiple Awards

2.13.1 In order to assure that any ensuing Contracts will allow the Department to fulfill current and future requirements, the Department reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the Department. The fact that the Department may make multiple awards should be taken into consideration by each Offeror.

2.14 Unlawful Sexual Conduct

2.14.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county.

2.14.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

- 2.14.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.
- 2.14.4 Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. §13-1419.
- 2.15 Federal Prison Rape Elimination Act 2003
- 2.15.1 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003.
- 2.16 Documents for Award
- 2.16.1 The Department will not sign any agreements or any other documents presented for the services listed herein. The completed Offer and Acceptance form signed by the Chief Procurement Officer and the award notice will be the Contract.
- 2.17 Investigations
- 2.17.1 The Department reserves the right to make investigations, as deemed necessary, to determine the ability of the Contractor to perform the specified work. The Contractor shall furnish to the Department all such information and data for this purpose as may be requested. The Department reserves the right to reject any Offer if evidence submitted or investigation fails to satisfy the Department that the Contractor is properly qualified to carry out the obligations of the Solicitation. Conditional Offers shall not be accepted.
- 2.18 Rejection of Offers
- 2.18.1 The Department, at its discretion, may reject any and/or all Offers.
- 2.19 Cancellation
- 2.19.1 The Department reserves the right to cancel the whole or any part of this Contract due to the failure by the Contractor to carry out any obligation, term or condition of this Contract. The Department will issue written notice to the Contractor for acting or failing to act as in any of the following or as otherwise identified herein:
- 2.19.1.1 The Contractor provides services or material that does not meet the specifications of this Contract;
- 2.19.1.2 The Contractor fails to adequately perform the services set forth in the specifications of this Contract;
- 2.19.1.3 The Contractor fails to complete the services required or to furnish the materials required within the time stipulated in the Contract;
- 2.19.1.4 The Contractor fails to progress in the performance of this Contract and/or gives the Department reason to believe that the Contractor will not or cannot perform to the requirements of the Contract.

2.19.2 Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response to the Department. Failure on the part of the Contractor to adequately address all issues of concern may result in the Department resorting to any single or combination of the following remedies:

2.19.2.1 Cancel any Contract;

2.19.2.2 Reserve all rights or claims of damage for breach or any covenants of the Contract;

2.19.2.3 Perform any test or analysis on materials or services for compliance with the specifications of this Contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;

2.19.3 In case of default, the Department reserves the right to procure services or to complete the required work in accordance with the Arizona Procurement Code. The Department may recover any actual excess costs from the Contractor or by:

2.19.3.1 Deduction from unpaid balance;

2.19.3.2 Collection against the Offer and/or performance bond, or;

2.19.3.3 Any combination of the above or any other remedies as provided by law.

2.20 Evaluation

2.20.1 In accordance with the Arizona Procurement Code §41-2534, Competitive Sealed Proposals, award shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the Department based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance.

2.20.1.1 Criterion 1 consists of the following to include the weighted factor applicable to the sections noted in the RFP:

2.20.1.1.1 Scope of Work 1400 Total Points and distributed as follows:

2.20.1.1.1.1 Section 1.1 Introduction: 20 points
Preference points: 5

2.20.1.1.1.2 Section 1.2 Definitions: 20 points

2.20.1.1.1.3 Section 1.3 Proposed Site: 100 points
Preference points: 5

2.20.1.1.1.4 Section 1.4 Requirements: 100 points

2.20.1.1.1.5 Section 1.5 Investigations: 100 points

2.20.1.1.1.6 Section 1.6 Contract Monitoring Activities:
100 points

2.20.1.1.1.7 Section 1.7 Performance and Monetary
Offsets: 100 points

- 2.20.1.1.1.8 Section 1.8 Contractor/ Subcontractor's Qualifications: 100 points
Preference points: 10
- 2.20.1.1.1.9 Section 1.9 Facility Management: 100 points
- 2.20.1.1.1.10 Section 1.10 Financial: 100 points
- 2.20.1.1.1.11 Section 1.11 Staffing: 100 points
- 2.20.1.1.1.12 Section 1.12 Correctional Services: 100 points
- 2.20.1.1.1.13 Section 1.13 Plans for Areas in Offer Submission: 100 points
- 2.20.1.1.1.14 Section 1.14 Health Services: 100 points
- 2.20.1.1.1.15 Section 1.15 Physical Plant/Structural Design: 100 points
- 2.20.1.1.1.16 Section 1.16 Invoicing/Payments: 20 points
- 2.20.1.1.1.17 Section 1.17 Reports: 20 points
- 2.20.1.1.1.18 Total Points for this criterion 1400 points, including 20 Preference points.

2.20.1.2 Criterion 2 consists of the following:

- 2.20.1.2.1 Special Terms and Conditions, 500
- 2.20.1.2.2 Preference Points: 5 points
- 2.20.1.2.3 Total Points for this criterion 505 points

2.20.1.3 Criterion 3 consists of the following:

- 2.20.1.3.1 Uniform Terms and Conditions 400

2.20.1.4 Criterion 4 consists of the following:

- 2.20.1.4.1 Cost Consideration 300 Points.

2.21 Discussions

- 2.21.1 In accordance with A.R.S. §41-2534, after the initial receipt of proposals, the Department reserves the option to conduct discussions with those Offerors who submit proposals determined by the Department to be reasonably susceptible of being selected for award.

2.22 Confidentiality of Records

- 2.22.1 The Contractor shall establish and maintain procedures and controls, that are acceptable to the Department for the purpose of assuring that no information contained in its records or obtained from the Department or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the Department. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the Department.

2.23 Indemnification

2.23.1 Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

2.23.2 This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

2.24 Insurance

2.24.1 The successful contractor will be required to provide the following Certification of Insurance within five (5) days after receipt of written notice of intent to award this contract. The contractor must furnish the State, certification from insurer(s) for coverage in the minimum amount as stated below. The coverage shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

2.24.2 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

2.24.3 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

2.24.4 **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

2.24.5 Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage. Minimum limits of \$20,000,000 per occurrence, and unimpaired products and completed operations aggregate limit and general aggregate minimum limits of \$20,000,000. Coverage shall be at least as broad as the insurance Service Office, Inc. Form CG000101196, issued on an Occurrence basis, and endorsed to add the State of Arizona, Department of Corrections as an Additional Insured with reference to this Contract. The policy shall include coverage for:

2.24.5.1 Bodily Injury;

2.24.5.1.1 Broad Form Property;

2.24.5.1.2 Personal Injury;

2.24.5.1.3 Blanket Contractual Liability;

2.24.5.1.4 Independent Contractors;

2.24.5.1.5 Products and Completed Operations; and

2.24.5.1.6 Fire Legal Liability.

2.24.5.2 The policy shall be endorsed to include the following additional insured language: “The State of Arizona, Department of Corrections, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured’s with respect to liability arising out of the activities performed by or on behalf of the Contractor”.

2.24.5.3 Policy shall contain a waiver of subrogation against the State of Arizona, Department of Corrections, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2.24.6 Automobile Liability - Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract. Minimum limits of \$5,000,000 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto.

2.24.6.1 The policy shall be endorsed to include the following additional insured language: “The State of Arizona, Department of Corrections, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured’s with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

2.24.6.2 Policy shall contain a waiver of subrogation against the State of Arizona, Department of Corrections, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2.24.7 Worker's Compensation and Employers' Liability

SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF

SOLICITATION NO. ADOC12-00001388 / ADC No. 120088DC

CORRECTIONS

| | | |
|----------|-------------------------|-------------|
| 2.24.7.1 | Workers' Compensation | Statutory |
| 2.24.7.2 | Employers' Liability: | |
| 2.24.7.3 | Each Accident | \$ 500,000 |
| 2.24.7.4 | Disease – Each Employee | \$ 500,000 |
| 2.24.7.5 | Disease – Policy Limit | \$1,000,000 |

2.24.7.6 Policy shall contain a waiver of subrogation against the State of Arizona, Department of Corrections, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2.24.7.7 This requirement shall not apply to: Separately, each contractor or subcontractor exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

2.24.8 Professional Liability (Errors and Omissions Liability). Professional Liability Insurance with minimum limits of \$5,000,000 Each Claim and an unimpaired annual aggregate of \$10,000,000 Each Claim with a Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this contract. The policy shall cover professional liability arising out of the rendering or failure to render medical services for all persons, positions and operations as described in the Scope of Services.

2.24.8.1 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

2.24.8.2 Within this requirement, medical services shall be insured with sub limits as follows:

2.24.8.2.1 Hospital Professional Liability (Administration and Management) \$2,000,000 Each Claim, \$4,000,000 Aggregate.

2.24.8.2.2 Medical Malpractice Liability (Individual Medical Practitioners) (Employees of primary contractor, and/or subcontractors and/or sole proprietors) \$1,000,000 Each Claim, \$3,000,000 Aggregate.

2.24.8.2.3 The policy shall contain an Extended Claim Reporting Provision of not less than three years following termination of the policy.

2.24.8.2.4 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

2.24.9 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

2.24.9.1 The State of Arizona, Department of Corrections, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

2.24.9.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2.24.9.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

2.24.10 **NOTICE OF CANCELLATION:** With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to State of Arizona Department of Corrections, 1601 West Jefferson Street, M/C 55302, Phoenix, AZ 85007-3002 and shall be sent by certified mail, return receipt requested. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to State of Arizona Department of Corrections, 1601 West Jefferson Street, M/C 55302, Phoenix, AZ 85007-3002 and shall be sent by certified mail, return receipt requested. (change to Requirement, this will need modified)

2.24.11 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

2.24.12 **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

2.24.13 All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as

required by this Contract, or to provide evidence of renewal, is a material breach of contract.

2.24.14 All certificates required by this Contract shall be sent directly to State of Arizona Department of Corrections, 1601 West Jefferson Street, M/C 55302, and Phoenix, AZ 85007-3002. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Do not send certificates of insurance to the State of Arizona's Risk Management Division.

2.24.15 **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insured's under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

2.24.16 **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

2.24.17 **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

2.25 Independent Status of the Contractor

2.25.1 The Contractor is an independent Contractor and will not, under any circumstances, be considered an employee, servant or agent of the Department, nor will the employees, servants or agents of the Contractor be considered employees of the Department.

2.25.2 Personnel actions of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation and payment of personnel.

2.25.3 The Department will not be responsible in any way for the damage or loss caused by fire, theft, accident, or otherwise to the Contractor's stored supplies, materials, equipment, or his employee's personal property stored on Department property.

2.26 Notice Warning

2.26.1 Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

Definition: A.R.S. § 13-2501;

A.R.S. § 13-2505;
Department Order 708, Searches

2.27 Contraband

2.27.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

2.27.1.1 Promoting prison contraband A.R.S. § 13-2505:

2.27.1.2 A person, not otherwise authorized by law, commits promoting prison contraband:

2.27.1.3 By knowingly taking contraband into a correctional facility or the grounds of a correctional facility; or

2.27.1.4 By knowingly conveying contraband to any person confined in a correctional facility; or

2.27.1.5 By knowingly making, obtaining, or possessing contraband in a correctional facility.

Promoting Prison Contraband is a Class 5 felony:

Definition: A.R.S. § 13-2501:

Department Order 708, Searches

2.28 Business Standing A.R.S. § 10-1501

2.28.1 A selected Contractor whose business structure requires that documents be filed regularly with the Arizona Corporation Commission (ACC) must remain in good standing with the ACC during the term of the Contract. An out-of-state firm selected for Contract award must file necessary documents with the ACC as doing business in Arizona prior to execution of the Contract and, throughout the term of the Contract, must remain in good standing with the ACC and the entity where the original documents were filed.

2.29 Use of Small Businesses, Subcontracting and Reporting

2.29.1 Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, business enterprises. This could include subcontractors, for percentage of the services herein. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

2.29.1.1 Preference will be given to Contractors who utilize small businesses. See Small Business Participation.

2.29.2 Where it is practicable for any portion of the contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the Procurement Service the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided. See Small Business Participation.

2.30 Government Procurement; E-Verify Requirement A.R.S. § 41-4401

2.30.1 The Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”)

2.30.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

2.30.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

2.30.4 The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.29.1.

2.31 I.R.S. W-9 Form Request for Taxpayer Identification Number and Certification.

2.31.1 In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

2.32 Liquidated Damages for Loading and Deactivation of Inmates

2.32.1 The Department may assess liquidated damages up to \$80.00 per day per inmate for any event of default that may occur. Liquidated damages shall be assessed by the actual damage caused to the Department. Liquidated damages shall be used for the purpose of loading Department inmates and deactivating should this occur during the term of the contract. Contractors failing to meet the contracted loading schedule and deactivation schedule will be assessed liquidated damages.

2.33 Offshore Performance of Work

2.33.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the

borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

2.34 Performance Bond and Payment Bond

2.34.1 Upon execution of the Contract and prior to any construction, the Contractor must post a Performance Bond and Payment Bond equal to 10% of the projected construction cost. Prior to the receipt of the first inmate and based on the approved contracted loading schedule, the Contractor must provide a Performance Bond and Payment Bond equal to 100% of the projected annual per diem cost. Thereafter, Performance Bonds and Payment Bonds equal to 100% of the projected annual per diem cost shall be provided annually. The proceeds from the bond shall be used to correct default situations relative to lack of performance on the part of the Contractor, or to pay Department expenses to relocate assigned inmates and acquire similar services if the Contract is terminated or the Contractor defaults during the term of the Contract.

2.34.2 Performance Bonds and Payment bonds shall be of a standard commercial scope and shall be issued by a surety company authorized by the Director of the Arizona Department of Insurance pursuant to Title 20, Chapter 2, Article 1, to transact business in Arizona.

2.34.3 Performance Bonds and Payment Bonds shall be in a form acceptable to the State and shall be payable to the Arizona Department of Corrections, an agency of the State of Arizona.

2.35 **Misrepresentation or Falsification:** Misrepresentation or falsification of information furnished to the Department in response to this RFP detected during the evaluation process may deem an Offeror's proposal as non-responsive and ineligible for Contract award. Misrepresentation or falsification of information furnished to the Department in response to this RFP detected after Contract Award may constitute an Event of Default and may result in termination of the contract.

3 FEE SCHEDULE

Offerors are required to provide a per diem rate per inmate that will cover provision of *ALL* services requested as it pertains to the entire inmate population. The identified rate must include amortized costs as identified and requested herein. A separate Fee Schedule, Per Diem Rate Schedule and Budget Narrative shall be provided.

Type the per diem rate in the space provided below. Each expense item’s relative daily cost, per inmate, per day, must be within the proposed per diem rate. If an expense item on the Fee Schedule is not applicable, put N/A in the space provided under “Relative Daily Cost” and explain the reason why it is not applicable. All expenses must be identified within the structure of this Fee Schedule. Complete the Budget Narrative sheets for each expense item to provide supporting detail. The Budget Narrative sheets follow the Fee Schedule.

If proposing multiple sites, offeror shall submit the per diem rate for each site proposed.

The Fee Schedule must be signed where indicated by the authorized signatory.

\$ _____ Per Diem Per Bed

Number of Male Beds _____

Authorized Signatory

Date

Breakdown of relative daily costs included in the per diem rate:

| Identification No. | Title | Relative Cost | Daily |
|---------------------------|--|----------------------|--------------|
| 1. | Employee Personal Services | | |
| 1.1 | Wages | \$ | |
| 1.2 | Overtime | \$ | |
| 2. | Employer Related Expenses for Employees | | |
| 2.1 | Uniform Allowance/expense | \$ | |
| 2.2 | FICA | \$ | |
| 2.3 | Workers' Compensation and Employers Liability | \$ | |
| 2.4 | Medical and Dental Insurance | \$ | |
| 2.5 | Employee Benefits | \$ | |
| 2.6 | Other (Specify) | \$ | |
| 3. | Inmate Related Professional and Outside Services | | |
| 3.1 | Medical and Hospital | \$ | |
| 3.2 | Preventive Maintenance | \$ | |
| 3.3 | Education – Career and Technical Education (CTE) | \$ | |
| 3.4 | Education - Literacy | \$ | |
| 3.5 | Education - GED | \$ | |
| 3.6 | Recreation | \$ | |
| 3.7 | Religious Services | \$ | |
| 3.8 | Substance Abuse | \$ | |
| 3.9 | Mental Health | \$ | |
| 3.10 | Other (Specify) | \$ | |
| 4. | Inmate Related Food Costs | | |
| 4.1 | Food and Labor | \$ | |
| 5. | Operating Expenses | | |
| 5.1 | Depreciation Expense - Equipment | \$ | |

Breakdown of relative daily costs included in the per diem rate:

| Identification No. | Title | Relative Cost | Daily |
|---------------------------|---|----------------------|--------------|
| 5.2 | Postage | \$ | |
| 5.3 | Telecommunications | \$ | |
| 5.4 | Operating Supplies | \$ | |
| 5.5 | Repair/Maintenance (equipment, building, vehicles, etc.) | \$ | |
| 5.6 | Utilities & Related Expenditures | \$ | |
| 5.7 | Education/Training, etc. | | |
| 5.8 | Interest Expense | \$ | |
| 5.9 | Travel | \$ | |
| 5.10 | Inmate Clothing | \$ | |
| 5.11 | Other (Specify) | \$ | |
| 6. | Insurance | | |
| 6.1 | Commercial General Liability | \$ | |
| 6.2 | Business Automobile Liability | \$ | |
| 6.3 | Umbrella Liability | \$ | |
| 6.4 | Professional Liability | \$ | |
| | | \$ | |
| 7. | Land | | |
| | | \$ | |
| 8. | Buildings | | |
| | | \$ | |
| 9. | Improvements Other Than Buildings, i.e., easement (Specify) | | |
| | | \$ | |
| 10. | Machinery and Equipment, if applicable. | | |
| 10.1 | Data Processing Equipment | \$ | |
| 10.2 | Software | \$ | |
| 10.3 | Motorized Vehicles | \$ | |
| 10.4 | Other Machinery & Equipment | \$ | |
| 11. | Other Capital Outlay | \$ | |
| 12. | General and Administrative Fee | \$ | |

FEE SCHEDULE

ARIZONA DEPARTMENT OF

SOLICITATION NO. ADOC12-00001388 / ADC No. 120088DC CORRECTIONS

Breakdown of relative daily costs included in the per diem rate:

| Identification No. | Title | Relative Cost | Daily |
|---------------------------------|--|----------------------|--------------|
| 13. | Overhead Fee. Define and list all components included in fee | \$ | |
| 14. | Performance and Payment Bond Fee | \$ | |
| TOTAL DAILY COST/INMATE* | | \$ | _____ |

* The Total Daily Cost/Inmate cost above shall be the same as the per diem rate for minimum security, per Scope of Work on the first page of the fee schedule.

Price Increases

Offeror shall provide the maximum percentages of increase per year. Price increases shall be based on the previous year’s pricing. Price increases, if any, shall not exceed the percent of change in the average Consumer Price Index (CPI) established for the most recent calendar year, as published by the United States Department of Labor, Bureau of Labor Statistics.

Purchase Option

| Year | % Maximum Increase |
|-------------|---------------------------|
| Year 2 | |
| Year 3 | |
| Year 4 | |
| Year 5 | |
| Year 6 | |
| Year 7 | |
| Year 8 | |
| Year 9 | |
| Year 10 | |

Renewal Option 1

| Year | % Maximum Increase |
|-------------|---------------------------|
| Year 1 | |
| Year 2 | |
| Year 3 | |
| Year 4 | |
| Year 5 | |

Renewal Option 2

| Year | % Maximum Increase |
|-------------|---------------------------|
| Year 1 | |
| Year 2 | |
| Year 3 | |
| Year 4 | |
| Year 5 | |

PURCHASE OPTION PRICES

Cost

Cost of New Construction

OR

Fair Market Value if an existing structure

Total Cost of Land

\$

\$

TOTAL COST \$ _____

**SEMI-ANNUAL PURCHASE OPTION PROPOSAL
TWENTY (20) YEAR CONTRACT TERM**

| Semi-Annual | Dollar Amount | Semi-Annual | Dollar Amount |
|-------------|---------------|-------------|---------------|
| 01/01/14 | | 07/01/14 | |
| 01/01/15 | | 07/01/15 | |
| 01/01/16 | | 07/01/16 | |
| 01/01/17 | | 07/01/17 | |
| 01/01/18 | | 07/01/18 | |
| 01/01/19 | | 07/01/19 | |
| 01/01/20 | | 07/01/20 | |
| 01/01/21 | | 07/01/21 | |
| 01/01/22 | | 07/01/22 | |
| 01/01/23 | | 07/01/23 | |
| 01/01/24 | | 07/01/24 | |
| 01/01/25 | | 07/01/25 | |
| 01/01/26 | | 07/01/26 | |
| 01/01/27 | | 07/01/27 | |
| 01/01/28 | | 07/01/28 | |
| 01/01/29 | | 07/01/29 | |
| 01/01/30 | | 07/01/30 | |
| 01/01/31 | | 07/01/31 | |
| 01/01/32 | | 07/01/32 | |
| 01/01/33 | | 07/01/33 | |

Authorized Signatory

Date

BUDGET NARRATIVE
SOLICITATION NO. ADOC12-00001388 / ADC No. 120088DC

ARIZONA DEPARTMENT OF CORRECTIONS

Instructions: On the following pages, Offerors are to provide written narratives for each cost item on the Fee Schedule. Calculations provided via the Budget Narrative shall ultimately breakdown to the total daily costs shown on the Fee Schedule. Offerors may computerize the Budget Narrative forms, however, format and content must remain unchanged. Be descriptive and provide the Department with enough detail to explain how the cost of the expense category was calculated.

BUDGET NARRATIVE

| Position Title | FTE | Base | Shift Differential | Total Payroll |
|--|-----|------|--------------------|---------------|
| 1.0 <u>Employee Personal Services</u> 1.1 Wages | | | | |

BUDGET NARRATIVE
SOLICITATION NO. ADOC12-00001388 / ADC No. 120088DC

ARIZONA DEPARTMENT OF CORRECTIONS

Instructions: On the following pages, Offerors are to provide written narratives for each cost item on the Fee Schedule. Calculations provided via the Budget Narrative shall ultimately breakdown to the total daily costs shown on the Fee Schedule. Offerors may computerize the Budget Narrative forms, however, format and content must remain unchanged. Be descriptive and provide the Department with enough detail to explain how the cost of the expense category was calculated.

| Position Title | FTE | Base | Shift Differential | Total Payroll |
|--|-----|------|--------------------|---------------|
| 1.0 <u>Employee Personal Services (Con't)</u> 1.2 Overtime | | | | |

Instructions: On the following pages, Offerors are to provide written narratives for each cost item on the Fee Schedule. Calculations provided via the Budget Narrative shall ultimately breakdown to the total daily costs shown on the Fee Schedule. Offerors may computerize the Budget Narrative forms, however, format and content must remain unchanged. Be descriptive and provide the Department with enough detail to explain how the cost of the expense category was calculated.

2.0 **Employer Related Expenses For Employees**

- 2.1 Uniform Allowance/Expense
- 2.2 FICA
- 2.3 Workers' Compensation and Employers Liability
- 2.4 Medical and Dental Insurance
- 2.5 Employee Benefits
- 2.6 Other (Specify)

3.0 **Inmate Related Professional and Outside Services**

- 3.1 Medical and Hospital
- 3.2 Preventative Maintenance
- 3.3 Education – Career and Technical Education (CTE)
- 3.4 Education - Literacy
- 3.5 Education - GED
- 3.6 Recreation

Instructions: On the following pages, Offerors are to provide written narratives for each cost item on the Fee Schedule. Calculations provided via the Budget Narrative shall ultimately breakdown to the total daily costs shown on the Fee Schedule. Offerors may computerize the Budget Narrative forms, however, format and content must remain unchanged. Be descriptive and provide the Department with enough detail to explain how the cost of the expense category was calculated.

3.0 **Inmate Related Professional and Outside Services (Con't)**

3.7 Religious Services

3.8 Substance Abuse

3.9 Mental Health

3.10 Other (Specify)

4.0 **Inmate Related Food Costs**

4.1 Food and Labor

5.0 **Operating Expenses**

5.1 Depreciation - Equipment

5.2 Postage

5.3 Telecommunications

5.4 Operating Supplies

5.5 Repair/Maintenance (Equipment, Building, Vehicles, etc.)

5.6 Utilities and Related Expenditures

BUDGET NARRATIVE
SOLICITATION NO. ADOC12-00001388 / ADC No. 120088DC

ARIZONA DEPARTMENT OF CORRECTIONS

Instructions: On the following pages, Offerors are to provide written narratives for each cost item on the Fee Schedule. Calculations provided via the Budget Narrative shall ultimately breakdown to the total daily costs shown on the Fee Schedule. Offerors may computerize the Budget Narrative forms, however, format and content must remain unchanged. Be descriptive and provide the Department with enough detail to explain how the cost of the expense category was calculated.

5.0 **Operating Expenses (Con't)**

5.7 Employee Education and Training, etc.

5.8 Interest Expense

5.9 Travel

5.10 Inmate Clothing

5.11 Other (Specify)

6.0 **Insurance**

6.1 Commercial General Liability

6.2 Business Automobile Liability

6.3 Umbrella Liability

6.4 Professional Liability

7.0 **Land**

8.0 **Buildings**

BUDGET NARRATIVE
SOLICITATION NO. ADOC12-00001388 / ADC No. 120088DC

ARIZONA DEPARTMENT OF CORRECTIONS

Instructions: On the following pages, Offerors are to provide written narratives for each cost item on the Fee Schedule. Calculations provided via the Budget Narrative shall ultimately breakdown to the total daily costs shown on the Fee Schedule. Offerors may computerize the Budget Narrative forms, however, format and content must remain unchanged. Be descriptive and provide the Department with enough detail to explain how the cost of the expense category was calculated.

9.0 **Improvements Other Than Buildings, i.e., easement (Specify)**

10.0 **Machinery and Equipment**

10.1 Data Processing Equipment

10.2 Software

10.3 Motorized Vehicles

10.4 Other Machinery and Equipment (Specify)

11.0 **Other Capital Outlay**

12.0 **General and Administrative Fee**

13.0 **Overhead Fee. Define and List all Components Included in Fee.**

14.0 **Performance and Payment Bond Fee**

SERVICE SPECIFICATION - CONTRACT FACILITY

Area: Prison Operations - Custody

Service: Contract Facility

Service Definition: To provide 24-hour per day supervision and associated inmate services in the controlled environment of a secure facility.

Standard/Licensure Requirements:

The Contract Facility shall conform to applicable Federal, State and/or local building, health, safety and fire codes. The facility shall also conform to the Arizona Department of Corrections Physical Plant Standards Technical Manual.

Compliance with Title 29, Code of Federal Regulations, Blood borne Pathogens.

Compliance with the Uniform Federal Accessibility Standards or with the American with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities.

Compliance with all provisions of Arizona Revised Statutes, Chapter 26, Articles 2, 3 and 4, §32-2611 through §32-2637.

Compliance with recommended dietary allowances for calories, proteins, 10 vitamins and 6 minerals as stated by Food and Nutrition Board, National Academy of Sciences -National Research Council, Revised 1989 or the latest edition.

All health care professionals, to include technicians as well as mental health professionals, must be licensed or certified in accordance with Statutes.

Inmate Medical health services shall meet all Department health care Written Instructions and shall meet requirements of the Comprehensive Health Care Plan and the National Commission of Correctional Health Care (NCCHC), Standards for Medical Health Services in Prisons (2008).

Inmate Religious Services shall be provided in a manner that will meet the religious needs of the inmate population as required by Department Policy.

Applicable Department Written Instructions shall govern all aspects of Contractor performance relative to custody and supervision of inmates unless the Contractor has requested and received a waiver from the Department.

Unit of Service: One occupied bed and all related programs and services per day.

Unit Required: Up to 2,000 Units per day (medium security beds for male inmates), in increments up to the 2,000 with the minimum increment being 500.

Service Goal: To protect the community by providing effective custody and control of inmates; to provide a healthy, safe and secure environment for both staff and inmates and to provide appropriate inmate programs commensurate with the population type and custody level.

Service Objectives and Service Tasks:

Objective I

Provide a secure facility with acceptable dimensions to satisfy concerns for safety and quality of life.

Tasks

- A. The Contractor must provide dimensions of the proposed facility or structure as they relate to the following areas:
- B. Administrative Office Area (to include office space for Department staff).
- C. Armory for storage of Department authorized weapons and chemical agents.
 - 1. 37 mm gas gun with CS powder short-range muzzle blast projectiles.
 - 2. Sting ball, stun and flash hand grenades, CS hand gas grenades and CS Israeli Jet Fogger.
 - 3. Hand-held aerosol gas weapons: CS.
 - 4. Rubber Ball grenade: CS.
 - 5. "Pepper mace" - OC Aerosol Spray.
 - 6. 9 mm Model 19 Glock or a handgun approved by the Department.
 - 7. 12 Gauge Semi-Automatic Shot Gun.
 - 8. Ammunition.
- D. Board of Executive Clemency Hearing Room.
- E. Commissary or Commissary Services.
- F. Secure Control Center.
- G. Day Rooms.
- H. Detention Cells.
- I. Detention Recreation Enclosures
- J. Dining Areas.

K. Education, Work Based Education, Work

1. Provide space to educate those inmates in need of Functional Literacy.
2. Provide space to educate those inmates that wish to study for a GED.
3. Provide resources for Functional Literacy and GED, to include, but not limited to workbooks and text books.

L. Employee Training Facilities.

M. General Population Exercise and Recreation Areas.

N. Food Storage and Preparation Area.

O. Health Care.

P. Housing Units.

Q. Inmate Files.

R. Resource Center/Inmate Library

S. Mail Room.

T. Security Equipment.

U. Sleeping Area (unencumbered space).

V. Staff Areas.

W. Storage Areas.

1. Housekeeping Supplies.
2. Clothing.
3. Personal Property.
4. Mechanical and Electrical Equipment.

W. Visiting Areas.

X. Program Areas

Y. Physical Plant Maintenance Area

Z. Inmate Intake/Reception Area

AA. Count Movement Area

- BB. Laundry Facility
- CC. Emergency Command Center
- DD. Staff/Visitor Lobby/In-Processing Area

Objective II

Provide adequate supervision to ensure custody, control and safety of the proposed inmate population.

Tasks

- A. Provide adequate perimeter security to ensure that inmates remain within the perimeter and to prevent access by the general public without proper authorization.
- B. Develop a staffing pattern/schedule to ensure 24-hour supervision so that inmates have access to staff, programs, and services, and to ensure that security is maintained.
- C. Develop and submit for approval to the Department not less than 30 days prior to receiving the first inmate, procedures governing:
 - 1. Americans with Disabilities Act Compliance.
 - 2. Armory Procedures.
 - 3. Communications.
 - 4. Employee Training and Education.
 - 5. Firearms and Use of Force Training.
 - 6. Food Service System.
 - 7. Incident Management of Inmates.
 - 8. Inmate Accountability System.
 - 9. Inmate Behavioral Control.
 - 10. Inmate Banking.
 - 11. Inmate Commissary.
 - 12. Inmate Death Notification/Disposition.
 - 13. Inmate Education, Work Based Education.
 - 14. Inmate Escape Prevention/Response.
 - 15. Inmate Legal/Court Access.
 - 16. Inmate Library Services.
 - 17. Inmate Mail and Property.
 - 18. Inmate Phone Calls.
 - 19. Welfare and Benefit Fund.
 - 20. Inmate Programs.
 - 21. Inmate Recreation Arts & Crafts.
 - 22. Inmate Transportation.
 - 23. Inmate Visitation.
 - 24. Inmate Work Activity.
 - 25. Occupational Safety and Health Requirements.

26. Policy Development.
27. Public Access - Tours.
28. Searches Emergency Response.
29. Security/Facility Inspections.
30. Tool and Hazardous Material Control.
31. Communications with & Report Submission to the Department.
32. Designated Armed Response Team (DART)
33. PREA
34. Suicide Prevention.
35. Internal Compliance Monitoring Program
36. Emergency Response Plans

- D. Maintain a security manual containing all procedures and post orders for institutional security and control with detailed instructions for implementing the above procedures:

Objective III

Provide Management Information Systems, i.e., inmate records, data processing and information services for the proposed facility/structure and proposed population.

Tasks

- A. Develop written procedures governing the maintenance of inmate records and safeguarding of confidential information. Adopt the use of all applicable Department forms.
- B. Install computer equipment that will emulate existing Department equipment to allow access by authorized staff to review data regarding inmates assigned to the secure facility. Information contained in the Department's computerized Adult Information Management System (AIMS) shall not be downloaded to the Contractor's system.
- C. Install and maintain at own cost telephone lines/data circuits to ensure network compatibility with AIMS.
 1. The Contractor will be required to install dedicated circuits to support 3270 type terminals or PC based 3270 terminal emulation.
 2. The Department shall coordinate all activities between the Contractor and the Department related to AIMS.
 3. Dedicated phone lines of an adequate number allowing direct access to/from law enforcement and fire department first responders, without interruption or routing through a voice prompted answering machine shall be required in Control Center and Emergency Command Post.
- D. Install and maintain at own cost Internet Access for electronic communications with the Department.
- E. The following shall be provided, at no cost to the Department:

1. Three (3) AIMS computer terminals (that includes AIMS emulation), three (3) black and white printers, for Department staff assigned to monitor the secure prison.
2. One (1) dedicated printer and one (1) check protector for the purpose of inmate banking.
3. Radios (1 per each monitoring staff, three (3) total) tuned to the secure prison's frequency for the exclusive use of Department staff assigned to monitor the Contract Facility.

G. Offeror's Executive staff shall have access to the Internet.

PROPOSED CONTRACT FACILITY
(Duplicate as necessary)

| | | |
|---|--------|------|
| Offeror: | | |
| Name and address of the individual or entity that holds legal title to the property and/or facility | | |
| <input type="text"/> | | |
| Name: | | |
| Address: | | |
| City: | State: | Zip: |

IDENTIFICATION OF SUBCONTRACTORS

(Duplicate as necessary)

Offeror:

Business Name:

Address:

Telephone No:

Type of Service:

Contact Person:

Business Name:

Address:

Telephone No:

Type of Service:

Contact Person:

Business Name:

Address:

Telephone No:

Type of Service:

Contact Person:

SUBCONTRACTOR'S CERTIFICATION

(Duplicate as necessary)

This Certification must form a part of any subcontract for professional services that the primary contractor enters into. This Certification, along with all requested information/documentation, shall be placed after the final page of the subcontract document.

Business Name of Subcontractor:

Business Address: _____

Telephone Numbers: Business: _____

Alternate Business: _____

Fax: _____

E-mail Address: _____

Service to be Provided:

Subcontractor's Contact Person:

Name: _____

Title: _____

Subcontractor's Business Structure (Check as Appropriate):

 Contract Enterprise Public/Governmental Other* For Profit Non-Profit

Small Business. If applicable, please check the appropriate selection below that applied to your Business/Organization:

 Small Business (SB) Small Woman-Owned Business (SWO) Small Minority-Owned (SMO) Small Woman/Minority-Owned Business (SWMO)Employer I.D. Number **or** Social Security Number, if an individual:

Employer I.D. Number:

Social Security Number:

*If "Other" has been checked, explain business structure on supplemental sheet using business letterhead and attach to the end of this Certification.

1. The Subcontractor has read Medium Security Prison Beds Request For Proposal, applicable Department Written Instructions, and the Contractor's proposal, as each document pertains to the service to be subcontracted. The Subcontractor agrees to comply with all requirements to include all security requirements relative to access to the Contract Facility and completion of employment and criminal history checks for each employee, agent or representative of the Subcontractor who will require such access.
2. The Subcontractor certifies that competent resources are available within his/her business organization to provide all services required under the terms of the subcontract. The Subcontractor shall not enter into additional subcontracts for provision of service.

3. The Subcontractor has provided Certificates of Insurance (standard ACORD form) that reflect existing insurance coverage's. Place the ACORD form(s) after the signed Suspension or Debarment Status form.
 - a. The ACORD form(s) shall indicate existing coverage's for comprehensive general liability, business automobile liability, and, if applicable to the provided service, professional liability. If the Subcontractor must leave personal business property at the Contract Facility, the ACORD form shall reflect personal property insurance with limits commensurate with cost of replacement.
 - b. Verification of workers' compensation coverage shall be provided on forms used by the carrier.
4. After Department approval of the subcontract is obtained, the Subcontractor acknowledges and agrees to the following:
 - a. The State of Arizona and the Arizona Department of Corrections shall be named additional insured on applicable policies as directed by the Department. The Department shall be identified as a Certificate Holder on all policies.
 - b. The Department, in conjunction with the Arizona Department of Administration, Risk Management Unit, may require the Subcontractor to adjust the business organization's existing insurance plan if limits of liability are inadequate for the type of service to be provided.
5. The Subcontractor is requested to provide the names of contracting entities who have received services from the Subcontractor within the last five years. This information shall indicate the type of service provided to each contracting entity, and the name and telephone number of a contact person for each contractor who has first hand knowledge regarding the quality of services provided by the Subcontractor. This information will be attached to this Certification after the insurance documentation.

The Subcontractor has read this Certification and agrees to all stated requirements. Requested information/documentation has been provided either directly on the form where indicated, or by separate sheets stapled to this Certification as directed above. All provided information shall be typewritten. The person signing this Certification is an authorized signatory of the Subcontractor.

Signature of Subcontractor, or Authorized Agent*

Typed Name

Typed Title

*If an authorized agent signs on behalf of the Subcontractor, documentation must be provided that clearly shows such authority.

ADMINISTRATIVE INFORMATION

Instructions: Complete each question in the space provided, or by supplemental sheet identifying alpha letter and question asked. If the proposal is computerized, ensure format and content are replicated.

1. Administrative Information:

A. Type of Business Organization (Check one only):

Corporation for Profit Non-profit Corporation Other (Explain Below)

Partnership Joint Venture

B. In the absence of the authorized signatory named on the Offer and Acceptance form, the following individual is authorized to sign the proposal, Contract and any amendment(s):

Name:

Title:

C. Name of entity to whom warrants shall be made payable for services rendered, if Contract award is made:

Name:

Title:

Address where warrants shall be sent:

Street/P.O. Box:

City: _____ State: _____ Zip: _____

D. When was Offeror's business or organization formed?

- E. Does Offeror have a sponsoring or parent organization? Yes No
If yes, please identify:

Name: _____

Street/P.O. Box:

City: _____ State: _____ Zip:

If yes, please include a parent organizational chart identifying where Offeror's business organization is positioned.

- F. Has Offeror ever been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government? Yes No
- G. Are there any legal judgments, claims, lawsuits pending against Offeror's business, agency or organization? Yes No. **If yes, explain on separate sheet.**
- H. Are any employees in Offeror's **TOTAL** business organization (including subcontractors) employees of the State of Arizona? Yes No. **If yes, please use a supplemental sheet to identify each employee by name and the employing State agency.** (For each individual listed, indicate whether the individual is the Offeror's or a subcontractor's employee.)
- I. Identify a contact person for administrative purposes, if Contract award is made:

Typed Name: _____

Title:

Street/P.O. Box:

City: _____ State: _____ Zip:

Telephone No.: (____) _____ Fax No.: (____) _____

- J. Offeror intends to subcontract for the following services as checked below. (If subcontractors are to be used, Offerors must complete Identification of Subcontractors and Department's Training Schedule forms included in this RFP.)

Not Applicable Food Service Medical Health Services

Mental Health

Other (Identify below):

Subcontractors for identified services shall have the staff and resources to provide designated service(s). Further subcontracting for service delivery shall NOT be an option of a subcontractor.

- K. Has the Offeror been found in Default of Contract terms with any contracting entity? If yes, indicate if a Performance Bond, Payment Bond or other means was used to resolve the Default issue. Identify any means used other than a Performance Bond. Provide the name and telephone number of the Surety Company and a contact person for the Surety Company.

Typed Name: _____

Title:

Street/P.O. Box:

City: _____ State: _____ Zip: _____

Telephone No.: (____) _____ Fax No.: (____)

Provide an explanation regarding the circumstances that created the need for the contracting entity to invoke the terms of the Performance Bond and Payment Bond, or other means, to include the current status of the matter.

Has the Offeror had a Contract canceled prior to execution or terminated subsequent to execution? If yes, explain reasons for cancellation/termination.

| POSITION/POST | SHIFT 1 | SHIFT 2 | SHIFT 3 | RELIEF FACTOR* | TOTAL |
|---------------|---------|---------|---------|----------------|-------|
|---------------|---------|---------|---------|----------------|-------|

DIVISION: CORRECTIONAL PROGRAMS

| POSITION/POST | SHIFT 1 | SHIFT 2 | SHIFT 3 | RELIEF FACTOR | TOTAL |
|---------------|---------|---------|---------|---------------|-------|
|---------------|---------|---------|---------|---------------|-------|

DIVISION: FOOD SERVICE

| | | | | | |
|--|--|--|--|--|--|
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SUMMARY

| DIVISION | SHIFT 1 | SHIFT 2 | SHIFT 3 | TOTAL* |
|----------------|---------|---------|---------|--------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL STAFFING | | | | |

POSITION DESCRIPTION

Name of Offeror: _____

Position Name: _____

- Check the box if this is a security position.
- Check the box if this is a position performing case management services.
- Check the box if this is a position responsible for entry of inmate information into the Adult Information Management System (AIMS)

WORK DESCRIPTION - In general terms, what will the work assignment be for an employee working in this position?

WORK PRODUCTS - What will result from the work performance?

RESPONSIBILITY/AUTHORITY - What will the employee be held responsible for? What kinds/types of decisions will the employee be authorized to make. What decision will require clearance from the supervisor?

SKILLS/KNOWLEDGE - What will an employee be required to know to perform satisfactorily?

WORK ACTIVITIES - What will the employee actually be doing?

MINIMUM QUALIFICATIONS

To whom will any employee in this position report?

**PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS
BY
SMALL BUSINESSES**

The following definition will be used in completing the information required by one or more of three categories of business contained in this Appendix as applicable to your firm: Participation by Small Business.

Definitions

Period is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

Firm name, Address and Phone Number is the name, address and business phone number of the small business, with which the Offeror has contracted or done business over the specified period of plans to involve on this contract, as applicable.

Contact Person is the name of the individual in the specified small business, who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

Type Goods or Services is the specific goods or services the Offeror has contracted for from the specified small business over the specified period of time of plans to use in the performance of this contract, as applicable, The Offeror will asterisk (*) those goods and services that are in the Offeror's primary business or industry.

Dollar Amount is the total dollar amount (in thousand of dollars) the Offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this Contract, as applicable.

% of Total Company Expenditures for Goods and Services is calculated by dividing the dollar amount of business conducted or contracted from with the indicted firm over the specified period by the total expenditure of the Offeror over the specified period for goods and service.

% of Total Contract is calculating by dividing the estimated dollars planned for the indicated firm on this Contract by the total Offeror estimated price of this Contract.

**PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS
BY
SMALL BUSINESSES**

1. The Department encourages Contractors to provide for the participation of small businesses through partnerships, joint ventures, subcontractors, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this are required. By submitting a proposal, Offerors certify all information provided in response to this RFP is true and accurate.
2. Participation: All information requested by this RFP on the ownership, utilization and planned involvement of small businesses must be submitted. If an Offeror fails to submit all information requested, the Department may require prompt submission of mission information after the receipt of proposals.
3. Submission Requirements: The Offeror must submit the following three sets of data for small business: (1) ownership, (2) utilization of small business: for the most recent 12 months, and (3) planned involvement of small businesses on the procurement. The formats for submission of this data are included in Small Business Participation.
4. Periodic Progress Reports/Invoices: For contracts requiring the submission of periodic contract performance progress reports or program status reports, the Contractor will include a section on involvement of small businesses. The section will specify the actual dollars contracted to be spent to date with such businesses, actual dollars expended to date with such businesses, and the total dollars planned to be contracted with such businesses on this contract.

If the contract does not require the submission of periodic progress reports, the Contractor will be required to provide the above required information on actual involvement of small businesses as part of their periodic invoices or periodically as stipulated by the Department.

5. Final Actual Involvement Report: The Contractor will submit, prior to completion or at completion of the contract and prior to final payment, a report on the actual dollars spent with small businesses during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each business a comparison of the total actual dollars spent on this contract with the planned involvement of the firm as specified in the proposal, and the actual percent of the total contract value. A suggested format is provided in Small Business Participation.



STATUTORY PAYMENT BOND

PURSUANT TO A.R.S. SECTION ' 41-2574

(PENALTY OF THIS BOND MUST NOT BE 100% OF THE CONTRACT AMOUNT)

SOLICITATION NO. 120088DC

KNOW ALL MEN BY THESE PRESENTS:

THAT,
hereinafter called Principal), as Principal, and
_____, a corporation organized and existing under the laws
of the State of _____, with its principal office
in the City of _____, (hereinafter called the Surety), as
Surety, are held and firmly bound unto the State of Arizona, (hereinafter called the Obligee), in
the amount of _____ (Dollars), (\$ _____),
for the payment whereof, the said Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the
_____ day of _____ 20 _____, to construct and
complete a certain work described as

which contract is hereby referred to and made a part hereof as fully and to the same extent as
if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall
promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution
of the work provided for in said contract then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of A.R.S. Section ' 41-2574,
and all liabilities on this bond shall be determined in accordance with the provisions of the Section, to the extent as if
it was copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorney's
fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20 _____.

Principal

Seal

BY:

Surety

Seal

BY:

Agency of Board



STATUTORY PERFORMANCE BOND

PURSUANT TO A.R.S. SECTION ' 41-2574

(PENALTY OF THIS BOND MUST NOT BE 100% OF THE CONTRACT AMOUNT)

SOLICITATION NO. 120088DC

KNOW ALL MEN BY THESE PRESENTS:

THAT,
hereinafter called Principal), as Principal, and
_____, a corporation organized and existing under the laws
of the State of _____, with its principal office
in the City of _____, (hereinafter called the Surety), as
Surety, are held and firmly bound unto the State of Arizona, (hereinafter called the Obligee), in
the amount of _____ (Dollars), (\$ _____),
for the payment whereof, the said Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the
_____ day of _____ 20 _____, to construct and
complete a certain work described as

which contract is hereby referred to and made a part hereof as fully and to the same extent as
if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall
faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during
the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of
any guaranty required under the contract shall also perform and fulfill all the undertakings, covenants, terms and
conditions and agreements of any and all duly authorized modifications of said contract that may be hereafter be made,
notice of which modification to the Surety being hereby waived; then the above obligation shall be void, otherwise to
remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of A.R.S. Section ' 41-2574,
and all liabilities on this bond shall be determined in accordance with the provisions of the Section, to the extent as if
it was copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorney's
fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20 _____.

BY: _____
Principal

Seal

BY: _____
Surety

Seal

DOC FORM 302

Agency of Board

CERTIFICATE OF INSURANCE

ARIZON
DEPARTMENT OF C
1601 W. Jefferson S



SOLICITATION NO. 120088DC

PHOENIX, AZ 85

VENDOR

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE STATE, CERTIFICATION FROM INSURER(S) FOR COVERAGE IN THE MINIMUM BELOW. THE COVERAGE SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR AN CONTRACTOR OBLIGATIONS.

| | | |
|--|-----------------------|----------------------------------|
| NAME AND ADDRESS OF INSURANCE AGENCY: | COMPANY LETTER | COMPANIES AFFORDING COVER |
| | A | |
| | B | |
| | C | |
| NAME AND ADDRESS OF INSURED: | D | |

| LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE | COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER |
|---|----------------|---|---------------|
| GENERAL AGGREGATE: BODILY INJURY: PER PERSON \$20,000,000.00 | | COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS | |
| EACH OCCURRENCE PROPERTY DAMAGE \$20,000,000.00 | | CONTRACTUAL INDEPENDENT CONTRACTORS | |
| OR BODILY INJURY AND PROPERTY DAMAGE \$1,000,000.00 | | PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FORM PROPERTY DAMAGE | |
| COMBINED \$1,000,000.00 | | EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE) | |
| SAME AS ABOVE | | COMPREHENSIVE BUSINESS AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE) | |
| NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM | | UMBRELLA LIABILITY | |
| STATUTORY EACH ACCIDENT \$500,000.00 | | WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY | |
| EACH OCCURRENCE \$1,000,000.00 | | PROFESSIONAL LIABILITY | |
| ACTUAL REPLACEMENT COST | | PERSONAL PROPERTY (IF APPLICABLE) | |

STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR BE CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

| | |
|---|---|
| NAME AND ADDRESS OF CERTIFICATE HOLDER | DATE ISSUED _____ |
| | _____ AUTHORIZED REPRESENTATIVE |

TYPES OF DEPARTMENT WRITTEN INSTRUCTIONS

Written Instructions are the primary methods for management to communicate its philosophy, mission and expectations to employees, inmates and the public. The following are the only written instructions authorized for development after January 1995:

1. Department Orders

The highest level of written instruction within the Department issued under the Director's signature and uniformly numbered and formatted. These written instructions cross organizational lines to guide the administration and operation of the Department.

2. Director's Instructions

A temporary written instruction issued in memo form and signed by the Director. Director's Instructions are issued to provide immediate instructions in critical/urgent situations, when there is not time to follow the Department Order development process.

3. Technical Manuals

Written instructions issued by the office of primary responsibility, as authorized, relative to specific Department Order(s). Technical Manuals are limited to cases in which a written instruction affects ONLY ONE Division. They typically apply to a limited number of employees in highly specialized areas, providing a level of detail unnecessary to the majority of employees. Technical Manuals shall:

- 3.1 Not place responsibility or requirements on any other Division.
- 3.2 Be specifically required by the Department Order.
- 3.3 Be consistent with the Department Order.
- 3.4 Be uniformly formatted for each Division.
- 3.5 Reflect the subject of the authorizing Department Order.
- 3.6 Be numbered consistent with the Department Order. Divisions may add alpha-numeric designations to the end of the number to facilitate identification, access and retrieval.

4. Institution Orders

Written instructions issued under a Warden's signature to address issues/practices unique to the institution.

5. Post Orders

Written instructions signed by a Deputy Warden that provide a detailed description of all responsibilities, duties and functions of a particular post/work assignment, to include specific procedures for carrying out activities. Post Orders shall:

- 5.1 Be consistent with all higher level instructions.
- 5.2 Be written for all identified posts.
- 5.3 Be consistently numbered and titled from institution to institution, although content will vary to reflect local operations.

DEPARTMENT'S TECHNICAL SERVICES TRAINING REQUIREMENTS

The Department is responsible for the following technical training:

| Subject | Activity | Time Frames |
|-------------------------------|--|---|
| Health Services Administrator | The Health Services Administrator shall participate in training relevant to the provisions of Department Health Care Delivery. | Prior to activation of Facility. |
| Inmate Banking. | All Contractor's staff responsible for inmate banking activities shall receive training. | Up to 40 hours prior to activation of Facility. |
| Medical Records Maintenance. | All Contractor's staff responsible for inmate medical records shall participate in medical record keeping and maintenance of medical records training. | Prior to activation of Facility. |
| Reporting Formats. | Monthly operational and programming statistical data. | Prior to activation of Facility. |
| Plan Management. | Completion of Correction Officer III (COIII) Academy Curriculum. | COIII Training, a minimum of 40 hours. |

PER DIEM INVOICE

Contract Facility:

Billing Cycle
Period:

From: ____/____/____
(M/D/Y)

To: ____/____/____
(M/D/Y)

Indicate the **per diem rate** by checking the applicable box below, using a separate invoice per rate:

\$ _____ per inmate per day

1. Actual inmate days for the billing cycle: \$ _____
(Supporting Detail must be attached.)

2. Number of days in billing cycle: \$ _____

3. Deduction based on Correction Sheet(s) dated _____. \$ _____

AMOUNT INVOICED: \$ _____

4. Deduction based on Offset for staffing deficiencies. \$ _____

5. Additional payment based on Correction Sheet(s) dated _____. \$ _____

TOTAL AMOUNT INVOICED: \$ _____

The undersigned hereby certifies that this invoice and the supporting detail have been reviewed and represent an accurate billing for services rendered during the identified billing cycle. The invoice and supporting detail have been forwarded to the Department Monitor this ____ day of _____ 20 ____.

Contract Facility Warden

Signature _____

The undersigned hereby verifies that the above calculations are correct and that the supporting detail identifies all inmates assigned to the secure Contract Facility during the identified billing cycle.

The invoice and supporting detail were forwarded to the Financial Administrator, Offender Operations for payment this ____ day of _____ 20 _____. Warrants shall be made payable to the Contract Facility Operator, or Trust Payee, whichever is applicable.

Department Monitor, Arizona Department of Corrections

Signature _____

MONTHLY INMATE HEALTH CARE FEES

CONTRACTOR: _____

MONTH OF: _____ / _____
 (Month/Year)

EXPLANATION: THIS FORM SHALL BE DUPLICATED TO MATCH THE NUMBER OF WEEKS IN EACH MONTHLY REPORTING CYCLE.

COLUMN DESCRIPTION of INFORMATION

- A EACH WEEK'S ENDING DATE FOR THE REPORTING MONTH.
- B NUMBER OF INMATES WHO RECEIVED HEALTH SERVICES DURING EACH WEEK OF THE REPORTING MONTH.
- C THE NUMBER OF INMATES FROM EACH WEEK'S TOTAL IN COLUMN B WHO HAD FUNDS TO PAY THE FEE FOR HEALTH SERVICES.
- D FEES COLLECTED FOR THE REPORTING WEEK $C \times \$3 = D$. THE CONTRACTOR WILL FORWARD THE TOTAL OF COLUMN D + G TO THE DEPARTMENT IN ACCORDANCE WITH PARAGRAPH 6.12 OF THE CONTRACT.
- E THE NUMBER OF INMATES FROM THE TOTAL IN COLUMN B WHO COULD NOT PAY THE FEE FOR HEALTH SERVICES. $(B - C = E)$
- F THE TERM "ON HOLD" REFERS TO FEES OWED THE DEPARTMENT BY INMATES WHO WERE UNABLE TO PAY DURING THE REPORTING WEEK. $(E \times \$3 = F)$
- G "PRIOR HOLDS COLLECTED" REFERS TO UNCOLLECTED FEES FROM PRIOR MONTHS THAT WERE COLLECTED DURING THE REPORTING MONTH. THE CONTRACTOR WILL FORWARD THE TOTAL OF COLUMN G TO THE DEPARTMENT IN ACCORDANCE WITH PARAGRAPH 6.5.2 OF THE CONTRACT.

THE CONTRACTOR SHALL FORWARD THE TOTAL AMOUNTS COLLECTED IN COLUMNS D AND G TO THE DEPARTMENT IN ONE CHECK.

| WEEK ENDING (A) | TOTAL COUNT CHARGED (B) | TOTAL COUNT COLLECTED (C) | TOTAL AMOUNT COLLECTED (D) \$ | TOTAL COUNT ON HOLD (E) | TOTAL AMOUNT ON HOLD (F) \$ | PRIOR HOLDS COLLECTED (G) \$ |
|--------------------|-------------------------------|---------------------------------|--|-------------------------------|--------------------------------------|---------------------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTALS: | | | \$ | | \$ | \$ |

THE FACILITY OPERATOR MAY COMPUTERIZE THIS FORM BUT MUST ENSURE INFORMATION SHOWN IS EVIDENT IN ITS COMPUTERIZED FORMAT.

ATTACHMENT NO. 8

ARIZONA DEPARTMENT OF

SOLICITATION NO. ADOC12-00001388 / ADC No. 120088DC CORRECTIONS

ARIZONA DEPARTMENT OF CORRECTIONS

Signature of Authorized Individual

Charles L. Ryan

Typed Name

Director

Typed Title

1601 West Jefferson, M/C 445

Phoenix, Arizona 85007

Address

STATE OF ARIZONA)

)ss.

County of Maricopa)

This instrument was acknowledged before me this _____ day of _____, 20 .

My commission expires: _____

Notary Public

Return to: Arizona Department of Corrections
Attention: Procurement Services Bureau
1601 West Jefferson Street, M/C 55302
Phoenix, Arizona 85007

STATE OF ARIZONA)

)ss.

County of)

This instrument was acknowledged before me this _____ day of _____, 20 .

My commission expires: _____

Notary Public

Return to: Arizona Department of Corrections
Attention: Procurement Services Bureau
1601 West Jefferson Street, M/C 55302
Phoenix, Arizona 85007

| DOC COMPLEX | TOTAL ACREAGE | ACREAGE AVAILABLE FOR EXPANSION |
|---------------|---------------|---------------------------------|
| FLORENCE | 1417 | 40 |
| YUMA | 640 | 150 |
| Totals | 2057 | 190 |

DESIGN CAPACITY & INFRASTRUCTURE IMPACT
 AS OF January 10, 2011

| ADC FACILITY | EXPANSION ACREAGE LOCATION | DESIGN CAPACITY | CURRENT CAPACITY | EXISTING INFRASTRUCTURE CAPACITY |
|---------------|---|-----------------|------------------|--|
| ASPC-FLORENCE | LOCATED IMMEDIATELY NORTH OF ADC STAFF HOUSING, IMMEDIATELY SOUTH OF PRIVATE PRISON FACILITY, EAST OF HIGHWAY 79 AND WEST OF BOLING RD. | 3,302 | 3,848 | Water supply at Florence can support an additional 500 inmates without modification. If expansion beyond 500 inmates is planned then additional wells and storage tanks would be required. Waste water is connected to city sewer, capacity for additional inmates is available however flow increases will increase costs. |
| ASPC-YUMA | LOCATED SOUTH OF COUNTY RD. 23, NORTH OF COUNTY RD. 24, EAST OF EXISTING COMPLEX, WEST OF EASTERN PROPERTY BOUNDARY | 2,162 | 4,475 | Water supply system will handle an additional 500 inmates without any changes. Expansion beyond 500 inmates will require additional wells and storage tanks as well as new pumps. Waste water treatment plant recently expanded will handle 500 additional inmates. Expansion beyond 500 inmates will require the revision of the APP (aquifer protection plan) and additional storage basins. |

REQUIRED REPORTING

| Name | Description Reports shall be submitted in a format required by the Department. | Frequency Reporting Period | Due Date Monthly due date is for the month following the reporting period | Automatic Monetary Offsets assessed for each day past the due date Formula: Total Inmate Population (on the report due date) of Prison Facility x Per Diem Rate x ____% = Monetary Offset |
|---|--|----------------------------|--|--|
| Armory Report | Inventory of all weapons and munitions during reporting period | Monthly | 5 th of Month | 0.5% |
| Community Betterment Report | Report describing community betterment fundraising events during reporting period | Monthly | 5 th of Month | 0.5% |
| DO 703 Inspection/Tour Reports (vendor staff) | Security/facility inspection reports, as required by Department Order 703 | Monthly | 10 workdays after inspection | 0.5% |
| Inmate Work Contract Report | Report describing specified inmate work contract data, which may include WIPP, IGA, ADOT, WLFC, ACI, Voc, Cleansweep, other special work projects | Monthly | 5 th of Month | 0.5% |
| Key Control/ Inventory Report | Inventory of all keys/locking systems | Monthly | 5 th of Month | 0.5% |
| Kitchen Inspection Report | Health inspection report on kitchen, as performed by outside jurisdiction | Annually | Upon Receipt | 0.5% |
| Monthly Statistical Report (All sections except grievances) | <p>Inmate employment, religious services, significant incidents, and substance abuse data logged during reporting period</p> <p>The Contract Facility Operator shall submit a Monthly Statistical Report (MSR) in a format prescribed by the Department of Corrections. The MSR shall be submitted to the Department of Corrections Contract Monitor, or designee, in electronic format.</p> | Monthly | 5 th of Month, or as requested by the Department of Corrections | 0.5% |
| Annual Fire Inspection | Jurisdictional Inspection and Contracted Inspection of Fire Detection and Suppression System | Annually | Upon Receipt | 0.5% |

REQUIRED REPORTING

| Name | Description Reports shall be submitted in a format required by the Department. | Frequency Reporting Period | Due Date Monthly due date is for the month following the reporting period | Automatic Monetary Offsets assessed for each day past the due date Formula: Total Inmate Population (on the report due date) of Prison Facility x Per Diem Rate x ____% = Monetary Offset |
|--|--|----------------------------|--|--|
| Annual In-Service Training Plan | Report detailing annual in-service training to all staff, to include subcontractors, their employees, agents or representatives. Training shall meet the requirements of the Department of Corrections Annual Training Plan. | Annually | July 15 | 0.5% |
| Capacity Report | Inmate programs/programming occurring by program inclusive of enrollment capacity and number of inmates enrolled. | Monthly | 5 th of Month | 0.5% |
| Employee/Staff Background Investigation | Completed employee/staff background investigations shall be submitted to the Department of Corrections Contract Monitor prior to hiring or allowing access to the facility. The Department of Corrections shall approve all staff based on results of background investigations. | Upon Occurrence | Upon Occurrence, prior to hiring or allowing access to the facility | 0.5% |
| Facility Security System Proof of Annual Recertification | All prison security systems shall be annually recertified and evidence of annual recertification of all security systems shall be submitted to the Department of Corrections. | Annually | Within 10 days of receipt. | 1.0% |
| Information Reports/ Significant Incident Reports | Reportable occurrence in accordance with Department Order 105. | Daily | 11:00 AM Same Day | 1.0% |

REQUIRED REPORTING

| Name | Description Reports shall be submitted in a format required by the Department. | Frequency Reporting Period | Due Date Monthly due date is for the month following the reporting period | Automatic Monetary Offsets assessed for each day past the due date Formula: Total Inmate Population (on the report due date) of Prison Facility x Per Diem Rate x ____% = Monetary Offset |
|---|---|----------------------------|--|--|
| Monthly Internal Monitoring Report | The required Internal Monitoring Program shall include documenting noted deficiencies and requiring timely corrective action to ensure service requirements specified by this contract are met. Documentation generated as a result of internal monitoring evidencing completion of monitoring activities and their results shall be provided to on Department of Corrections Monitoring staff. | Monthly | 5 th of Month | 1.0% |
| Restorative Justice Report | Report describing restorative justice fundraising events during reporting period | Monthly | 5 th of Month | 0.5% |
| Security Device Deficiency Report | Report of all security devices noted during reporting period | Monthly | 5 th of Month | 0.5% |
| Staffing Report | Report on filled and unfilled positions at the facility | Monthly | 5 th of Month | 0.5% |
| Subcontracted Security Device Maintenance Report(s) | In addition to the Facility Security System Proof of Annual Recertification, any report, contract, evaluation, service agreement, inspection report or documentation regarding subcontracted security device maintenance | Upon Occurrence | Within 10 days of receipt. | 1.0% |
| Tool Control/ Inventory Report | Inventory of all tools, to include kitchen and medical | Monthly | 5 th of Month | 0.5% |
| Training Report | Report on staff training, classes offered, participants identified | Monthly | 5 th of Month | 0.5% |
| Health Needs Requests (HNR) Appointment Report | Report on appointments resulting from inmate HNRs submitted. | Monthly | 5 th of Month | 0.5% |

REQUIRED REPORTING

| Name | Description Reports shall be submitted in a format required by the Department. | Frequency Reporting Period | Due Date Monthly due date is for the month following the reporting period | Automatic Monetary Offsets assessed for each day past the due date Formula: Total Inmate Population (on the report due date) of Prison Facility x Per Diem Rate x ____% = Monetary Offset |
|--|--|--|--|--|
| Health Services Staffing Report | Complex correctional health services staffing patterns and vacancy rate | Quarterly Jan.-March April-June July- Sept. Oct.- Dec. | April 15 July 15 Oct. 15 Jan. 15 | 0.5% |
| Hospitalization Census Report | Daily status reports on inmates in hospitals and/or nursing homes and/or hospice, admission and discharge diagnosis (DRG or other common code). | Daily | 3:00 PM Same Day | 1.0% |
| Infectious Disease Report | Number of inmates with Infectious diseases, including AIDS, Cylamydia, Gonnarhea, HIV, Hepatitis A, B, C, Positive PPD, Syphillis | Quarterly Jan.-March April-June July- Sept. Oct.- Dec. | April 15 July 15 Oct. 15 Jan. 15 | 0.5% |
| Inmate Wait Times Report | Report on the wait times for inmates at each Unit to be seen by medical, nursing, dental, and mental health | Monthly | 5th of Month | 0.5% |
| Mortality Review Reports | Mortality Review Case Abstract and Cover Sheet. If the incident resulted in initiation of the Incident Management System, a Health Services IMS Critique Form shall be completed with the Mortality Review – Case Abstract and Cover Sheet form. | Per Incident | Per Department Order 1105.03 | 5.0% |
| Pharmacy Services Statistical Report | Number of inmates served, scripts written and filled, number of inmates receiving psychotropic medications | Monthly | 5th of Month | 0.5% |
| Quality Improvement Committee Quarterly Report | The Quality Improvement Committee shall provide a quarterly report to the Health Services Regional Health Administrator | Quarterly Jan.-March April-June July- Sept. Oct.- Dec. | April 15 July 15 Oct. 15 Jan. 15 | 0.5% |

REQUIRED REPORTING

| Name | Description Reports shall be submitted in a format required by the Department. | Frequency Reporting Period | Due Date Monthly due date is for the month following the reporting period | Automatic Monetary Offsets assessed for each day past the due date Formula: Total Inmate Population (on the report due date) of Prison Facility x Per Diem Rate x ____% = Monetary Offset |
|--|--|----------------------------|--|--|
| Annual Audited Corporation Financial Statements | Two copies of Financial Statements prepared and audited by an independent, licensed CPA according to generally accepted accounting principles (GAAP). Financial Statements shall include a balance sheet, income statement, cash flow statement, and accompanying accountant's notes. | Annual | Date specified in the Contractor's response to the request for proposal | 1.0% |
| Annual Audited Financial Statements Specific to the Contract | Two copies of Financial Statements prepared and audited by an independent, licensed CPA according to generally accepted accounting principles (GAAP). Financial Statements shall include a balance sheet, income statement, cash flow statement, and accompanying accountant's notes. | Annual | Date specified in the Contractor's response to the request for proposal | 1.0% |
| Additional Financial Data | The Department shall have the right to request additional financial data in order to obtain information deemed necessary. Type(s) of financial data required shall be noted in the Department written request for information. | As requested | Time-frames for submittal shall be noted in the written request for information. | 0.5% |
| Information Required per A.R.S. §41-1609.01, L | In accordance with A.R.S. §41-1609.01, L and upon receipt of the first inmate by the Contract Facility Operator, the Department of Corrections shall direct the gathering of information related to the performance of the Contract Facility Operator in order to conduct a cost comparison of executed privatization contracts once every five years for each contract. | As requested | Time-frames for submittal shall be noted in the written request for information. | 0.5% |

REQUIRED REPORTING

| Name | Description | Frequency Reporting Period | Due Date | Automatic Monetary Offsets assessed for each day past the due date |
|----------------|---|----------------------------|---|--|
| Ad Hoc Reports | Reports shall be submitted in a format required by the Department. Information pertaining to contract compliance or other reports or information that may be required to respond to grievances, inquires, complaints and other questions raised by inmates or other parties. | Per Request | Monthly due date is for the month following the reporting period Within 72 hours of receipt of request | Formula: Total Inmate Population (on the report due date) of Prison Facility x Per Diem Rate x ____% = Monetary Offset 0.5% |

ATTACHMENT 11: OCCURRENCE SAMPLE/TEMPLATE

**Use This Format For
Homicides; Escapes; Assaults On Staff; Assaults On Inmates; Major Disturbances; Minor Disturbances; Suicides; Staff Sexual Misconduct With An Inmate Resulting
In Discipline; and Staff Misconduct Resulting In Termination**

| PRISON/ FACILITY | | HOMICIDES for the Offeror's last ten years of operation (2002 through 2012)* | | | | | | | | | | |
|-----------------------------------|--------------------------------------|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------------|
| | | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | Feb. 2012 |
| Town USA Prison Facility | Occurrence No. | NA | 2 | 0 | 0 | 3 | 1 | 0 | 2 | 2 | NA | NA |
| | ADP | NA | 1,004 | 994 | 1,010 | 1,009 | 1,000 | 999 | 1,005 | 1,013 | NA | NA |
| | Occurrence No.) ADP x 1,000** | NA | 1.99 | | | | | | | | NA | NA |
| City, USA Prison | Occurrence No. | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | NA | NA |
| | ADP | 400 | 410 | 404 | 399 | 411 | 408 | 382 | 397 | 316 | NA | NA |
| | Occurrence No.) ADP x 1,000** | 2.5 | | | | | | | | | NA | NA |
| ABC Prison | Occurrence No. | 2 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 1 |
| | ADP | 737 | 750 | 743 | 744 | 759 | 746 | 758 | 750 | 752 | 754 | 753 |
| | Occurrence No.) ADP x 1,000** | 2.71 | | | | | | | | | | |
| XYZ Detention Center | Occurrence No. | NA | NA | 1 | 0 | 2 | 4 | 1 | 3 | 0 | 0 | 1 |
| | ADP | NA | NA | 2,370 | 2,501 | 2,599 | 2,643 | 2,803 | 2,844 | 2,799 | 2,937 | 2,865 |
| | Occurrence No.) ADP x 1,000** | NA | NA | 0.42 | | | | | | | | |

*Occurrence data is required for the Offeror's last ten (10) years of operation. In this example, the Offeror is still operating, so the last ten years of operation are 2002 through 2012 year to date. In this example:

- Town USA Prison Facility only operated for eight years between 2003 and 2010, so the years of operation are 2003 through 2010.
- City USA Prison operated from 1997 through December 2009, so the years of operation are 2002 through 2009.
- ABC Prison has operated continuously since 1992, so the years of operation are 2002 through 2012
- XYZ Detention Center has operated since March 2004, so the years of operation are 2004 through 2012

Only the first year was calculated for each example facility in this sample/template, but an Offeror **MUST calculate and submit for **ALL** occurrences, years, facilities.

| Use This Format For Annual Employee Turnover Percentage Rate; Annual Employee Vacancy Percentage Rate For Correctional Series Staff; Annual Employee Vacancy Percentage Rate For Program Staff; and Annual Employee Vacancy Percentage Rate For Medical And Mental Health Staff | | | | | | | | | | | | |
|--|-----------------|--|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------------|
| PRISON/ FACILITY | | ANNUAL EMPLOYEE TURNOVER RATE for the Offeror's last ten years of operation (2002 through 2012)* | | | | | | | | | | |
| | | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | Feb. 2012 |
| Town USA Prison Facility | Percentage Rate | NA | 9.92 | 11.66 | 11.37 | 10.04 | 11.12 | 11.70 | 10.54 | 9.99 | NA | NA |
| City USA Prison | Percentage Rate | 12.90 | 12.86 | 12.04 | 12.66 | 12.37 | 12.24 | 12.66 | 12.37 | 12.24 | NA | NA |
| ABC Prison | Percentage Rate | 11.39 | 11.61 | 11.38 | 10.94 | 11.39 | 11.61 | 11.38 | 10.94 | 11.38 | 10.94 | 11.39 |
| XYZ Detention Center | Percentage Rate | NA | NA | 7.82 | 8.66 | 9.31 | 9.04 | 8.26 | 9.32 | 9.01 | 9.31 | 9.04 |

*Occurrence data is required for the Offeror's last ten (10) years of operation. In this example, the Offeror is still operating, so the last ten years of operation are 2002 through 2012 year to date. In this example:

- Town USA Prison Facility only operated for eight years between 2003 and 2010, so the years of operation are 2003 through 2010.
- City USA Prison operated from 1997 through December 2010, so the years of operation are 2002 through 2010.
- ABC Prison has operated continuously since 1992, so the years of operation are 2002 through 2012
- XYZ Detention Center has operated since March 2004, so the years of operation are 2004 through 2012

OFFER /AND ACCEPTANCE

Arizona Department of Corrections

SOLICITATION NO. ADOC12-00001388 / 120088DC

OFFER

Submit this form with an original signature to the Arizona Department of Corrections, 1601 West Jefferson Street, M/C 55302, Phoenix, AZ 85007-3002.

The Undersigned hereby Offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation.

In accordance with A.R.S §35-391 and A.R.S §35-393, the offeror hereby certifies that the offeror does not have scrutinized business in Sudan and Iran.

Arizona Transaction (Sales) Privilege

For clarification of this Offer, contact:

Tax License No.: _____

Name: _____

Federal Employer Identification

Phone: _____

No.: _____

Fax: _____

Company Name

Signature of Person Authorized To Sign Offer

Address

Printed Name

City State Zip

Title

OFFER ACCEPTANCE AND CONTRACT AWARD

(For State of Arizona use only)

The offer is hereby accepted as described in the Notice of Award. The Contractor is now bound to perform base upon the solicitation and the Contractor's offer as accepted by the State.

MEDIUM SECURITY PRISON BEDS

This contract shall henceforth be referred to as Contract No. ADOC12-00001388 / 120088DC. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executive purchase order or contract release document.

State of Arizona, Department of Corrections

Awarded this _____ day of _____ 2012

Denel Pickering, Chief Procurement Officer

UNIFORM INSTRUCTIONS TO OFFERORS

A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. "*Attachment*" means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. "*Contract*" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. "Contractor" means any person who has a Contract with the State.
5. "*Days*" means calendar days unless otherwise specified.
6. "*Exhibit*" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. "*Offer*" means bid, proposal or quotation.
8. "*Offeror*" means a vendor who responds to a Solicitation.
9. "Procurement *Officer*" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. "*Solicitation*" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. "*Solicitation Amendment*" means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries

concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - 4.1. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 4.2. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
 - 9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation. When applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the

relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 12.1 Special Terms and Conditions;
 - 12.2 Uniform Terms and Conditions;
 - 12.3 Statement or Scope of Work;
 - 12.4 Specifications;
 - 12.5 Attachments;
 - 12.6 Exhibits;
 - 12.7 Special Instructions to Offerors;
 - 12.8 Uniform Instructions to Offerors; and
 - 12.9 Other documents referenced or included in the Solicitation.
13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
14. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.
15. Offshore Performance of Work Prohibited
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

D. Submission of Offer

1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

2. ProcureAZ Offer Submission, Due Date and Time. Offerors responding to a solicitation in ProcureAZ must submit their offers electronically through ProcureAZ. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of ProcureAZ or those that are received after the due date and time shall be rejected.
3. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
4. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
5. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - 5.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 5.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
3. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purpose of evaluating that price.
4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
5. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
6. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 7.1 Waive any minor informality;

7.2. Reject any and all Offers or portions thereof; or

7.3 Cancel the Solicitation.

F. Award

1. Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.
3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

1. The name, address and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

UNIFORM TERMS AND CONDITIONS

Version 8

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.

The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

- 3.12 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1. Accept a decrease in price offered by the contractor;
- 4.5.2. Cancel the Contract; or
- 4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment

within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
 - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
 - 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
 - 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing,

force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default

under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. Termination for Default.
- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.