# NOTICE OF REQUEST FOR PROPOSAL

SOLICITATION NO.: AD8-012



Enterprise Procurement Services
100 North 15th Avenue, Suite 104
Phoenix, AZ 85007-3223
602 542-5511

**Notice of Request for Proposal**

Solicitation Contact Person:

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Enterprise Procurement Services
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**Solicitation Issue Date:**

DESCRIPTION: **MINIMUM SECURITY PRISON BEDS**

PROPOSAL DUE DATE: FEBRUARY 8 2007 AT 3:00 P.M. MST

Pre-Proposal Conference: DECEMBER 14 2006 AT 9:00 A.M. MST

ADOA Building
100 North 15th Avenue, Conference Room 300
Phoenix, AZ 85007

Amendment 2

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified will be received by the Enterprise Procurement Services at 100 N. 15th Ave, Suite 104, Phoenix, until the time and date cited. Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read. **Proposals must be in the actual possession of the State on or prior to the time and date and at the location indicated above. Late proposals will not be considered.**

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

**PLEASE INCLUDE RFP# AD8-012 ON ALL CORRESPONDENCE**

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

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# OFFER AND ACCEPTANCE

SOLICITATION NO.: AD8-012



Enterprise Procurement Services
100 North 15th Avenue, Suite 104
Phoenix, AZ 85007-3223

## OFFER

**TO THE STATE OF ARIZONA:**

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 and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.: _____

Federal Employer Identification No.: _____ _____ _____

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

_____
Company Name

_____
Signature of Person Authorized to Sign Offer DATE

_____
Address

_____
Printed Name

_____
City State Zip

_____
Title

**CERTIFICATION** By signature in the Offer section above, the OFFEROR certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The OFFEROR shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465.
3. The OFFEROR has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause may result in rejection of the offer. Signing the offer with a false statement may void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror certifies that the above referenced organization ___is/___is not a small business with less than 100 employees or has gross revenues of $4 million or less.
5. The OFFEROR received, read and agrees to be bound by AD8-012; AD8-012_Amendment 1 and questions and responses and AD8-012_Amendment 2 and questions and responses.

## ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

**State of Arizona**
**Awarded this** _____ **day of** _____ **20** __

_____
Procurement Officer

Enterprise Procurement Services
100 North 15th Avenue, Suite 104
Phoenix, AZ 85007-3223

**1. BACKGROUND**

House Bill 2868 required the Department of Administration to issue a Request for Proposal (RFP) for the construction and operation of 3,000 minimum security prison beds within the state of Arizona. HB2868 allows for the Department of Corrections to bid on the RFP. Due to the possibility for a conflict of interest the determination below was made by the Department of Administration.

**2. DETERMINATION**

TITLE: Conflict of Interest in Solicitation for DOC Private Prison Beds, HB2868

AUTHORITY:

A.R.S. 41-2504 Supplementary general principles of law applicable
R2-7-102 Written Determinations
R2-7-101 Definitions, No. 31 Interested Party
A.R.S. 41-2514 Procurement Advisory Groups
A.R.S. 41-2564 Relationship with Agencies

DETERMINATION:

HB2868 signed by the Governor on June 21, 2006 requires the Department of Administration (ADOA) to issue a Request for Proposal (RFP) for 3000 prison beds to be opened the beginning of April, 2008.

HB2868 also specifies that private prison vendors and the Department of Corrections (DOC) may bid on the RFP.

As ADOA must confer with DOC as to the specific requirements of the 3000 beds; custody level, security, programmatic, etc, DOC will be instrumental in the articulation of the RFP Scope of Work.

With the apparent possibility for a conflict of interest with the need to prepare the SOW and the legal authority to also bid on the solicitation, as much as practicable state government staff have been separated into two distinct responsibility areas: solicitation development or DOC proposal submittal. The individuals have been identified and the names shared with instructions to limit any discussion/documents that could compromise the procurement process by the sharing of information.

These actions are taken to provide safeguards for the maintenance of the procurement system in regard to quality and integrity.

DOCUMENTATION:

This Determination shall be included in the procurement file in accordance with R2-7-102.

EFFECTIVE:

This Determination is effective September 13, 2006 and shall remain in effect until contract award.

_____ September 13, 2006
Jean A. Clark, CPPO, C.P.M., CPPB, CPM EPS Procurement Administrator

# 2 SCOPE OF WORK

## 2.1 INTRODUCTION

2.1.1 In response to House Bill 2868 the state of Arizona is seeking proposals for the construction and/or operation of 3,000 minimum security prison beds within the state of Arizona to address a current and anticipated bed shortage. It is projected that the inmate population will continue to increase at a level that exceeds the capacity of existing Arizona Department of Corrections operated facilities.
The state of Arizona is seeking qualified Offerors who will 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 that strengthens public safety now and public safety later. 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.

2.1.2 The Department of Corrections is in need of 3,000 permanent beds to include 1,000 minimum security beds for females and 2,000 minimum security beds for males. Offerors may submit a proposal for 3000 beds to include 2000 male beds and 1000 female beds or any portion thereof but not less than 500 beds each for male or female inmates. Offerors can expand an existing facility or construct a new facility. The design shall include minimum security perimeter requirements, and minimum security interior requirements, and be designed to support Direct Supervision/ Unit Management operations. Offerors may offer a medium security perimeter as an option and shall provide the pricing on the fee schedule. Female inmate beds shall not be within site and sound of Male inmate beds.

2.1.3 The State requires the secure facilities be ready for occupancy in April 2008 in accordance with House Bill 2868. An incrementally phased occupancy shall begin with 1000 beds in April 2008, or as may be negotiated by the State.

2.1.4 The location of the facility(s) must be within the state of Arizona. Any county or counties within the state are acceptable for the proposed facility (ies). It is preferable that the 1,000 female beds be located in the greater Phoenix/Tucson metropolitan area(s).

2.1.5 The State will analyze the location proposed and factors which affect operational costs which include at a minimum**:** labor resources, employee cost of living, officer turnover rates, distance from available housing, criminal justice competition and other related factors.

2.1.6 The provision of all services consistent with the requirements herein (structure/operation**/**staff/programming) shall be the basis for deriving a per diem rate.

2.1.7 Services shall include the provision of a structure(s) for the management and operation of the secure facility, to include all aspects of prison operations, i.e., security, staffing, food services, medical services**,** physical plant, maintenance, inmate programming based on a Parallel Universe model, which includes, assessment, inmate plans, full, targeted and evidence-based programming, direct supervision, unit management, incentives, re-entry planning, and services.

2.1.8 To ensure the maximum number of inmates are employed, it is the desire of the Department of Corrections to optimize the development of 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.

## 2.2 PROGRAM REQUIREMENTS

2.2.1 **Definition of Terms**. 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.

2.2.1.1 Additional Services. Those operation or management services that may be required to be furnished by the facility operator pursuant to Court Orders/Decrees or Department of Corrections Written Instructions that are in addition to those in effect as of the date of execution of this Contract and cause an increase in the cost of operating and managing the secure Contract Facility.

2.2.1.2 Adult Information Management System (AIMS). The computerized portion of the Master Record File maintained for each inmate committed to the Department of Corrections. This system is usually identified by its acronym AIMS.

2.2.1.3 Anniversary Date. An annual day, recurring each year on the same date as the first inmate is received by the secure facility.

2.2.1.4 Arizona Correctional Industries (ACI). ACI is a key component within the Arizona Department of Corrections. 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.

2.2.1.5 Arizona Revised Statutes (A.R.S.). The revision and codification of the laws of the State of Arizona of a general or public nature adopted and enacted into law as Arizona Revised Statutes.

2.2.1.6 Assault. Touching another person in a manner which causes physical harm, places the victim in reasonable apprehension of imminent physical injury.

2.2.1.7 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.

2.2.1.8 Cognitive Restructuring. A systematic approach to restructuring how an individual sees the world, thinks, problem solves and communicates effectively. There is extensive research that validates the effectiveness of this approach in working with inmate populations to address the individual's dynamic criminal risk factors.

2.2.1.9 Contract Beds Bureau. The Bureau within the Offender Operations Division responsible for Contract Facility project development and contract monitoring.

2.2.1.10 Facility operator. The individual(s) or entity responsible for the management and operation of the secure Contract Facility.

2.2.1.11 Contract Facility Warden. Title of the Offeror's employee charged with leading and managing the daily operations of the secure Contract Facility.

2.2.1.12 Court Orders. Any 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 of Corrections 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, to include any renewals.

2.2.1.13 Department of Corrections. Arizona Department of Corrections; Arizona Department of Administration or any agency designated to administer the resultant contract.

2.2.1.14 Department of Corrections Materials. Current Written Instructions and documents relative to this RFP that will assist the Offerors in preparing their proposal

2.2.1.15 Department of Corrections Monitor. Department of Corrections employee who serves as the liaison between the Department of Corrections and a Facility operator regarding matters that arise as a result of the daily monitoring of the services authorized by this Contract.

2.2.1.16 Department of Corrections Written Instructions. Regulations and management directives issued by executive staff of the Department of Corrections. These regulations and directives govern the administration and operation of the Department of Corrections as a whole and the individual institutions consistent with statutes, rules and sound correctional practices. Unless otherwise specified, Department of Corrections Orders, Director's Instructions, or Manuals when used herein shall mean all forms of written instructions.

2.2.1.17 Director. The Director of the Arizona Department of Corrections, or his/her duly authorized representative.

2.2.1.18 Direct Supervision. Direct Supervision is a research-based methodology that increases communication and interaction between offenders and staff. It emphasizes improved staff-modeling, problem-solving, directing, re-directing and reinforcing positive inmate performance of daily activities. It focuses the inmates' interaction on successful communication, problem solving, decision making, conflict resolution, skill building, Inmate Corrections Plan completion and open living.

2.2.1.19 Earned Incentive System. It is the Department of Corrections intention to implement a three phase incentive system that reinforces responsible/accountable behavior. Inmate's earn incentives through positive plan involvement and completion by making pro-social choices in and outside the normal work day which exceed minimum expectations. Finally, there must be an absence of negative behavior to earn and retain incentives.

2.2.1.20 Effective Date. When all authorized signatures are affixed.

2.2.1.21 Emergency 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.

2.2.1.22 Event of Default. Events or circumstances relative to the failure of either party hereto to perform a legal or contractual duty as set forth in the Contract.

2.2.1.23 Evidence-Based Programs. These are programs that are supported by sound social science research. They demonstrate reliability and validity over time and in different settings if implemented with integrity. This concept does not preclude innovation.

2.2.1.24 Fast Track. A streamlined assessment and programming process available within the ADC for inmates who have been sentenced to the Department of Corrections for six months or less. Currently the Department of Corrections is piloting this process with minimum security male and female inmates. It is the Department of Corrections plan to expand this unique program option (over time) in recognition of the unique situation and public safety opportunity that these short term inmates present.

2.2.1.25 100% Full Programming. This refers to the requirement that inmates will be fully engaged (at least 32 hours per week) in addressing the work and the criminal risk factors identified in their Inmate Corrections Plan in the next two years. In addition, it is expected that offenders address their non-work, self-improvement, leisure, family and community responsibilities, just as the general public must. Gender specific programming is appropriate when evidence based.

2.2.1.26 Inmate Corrections Plan. During 2007 the Department of Corrections will begin to systematically capture in an automated summary document the Needs and Risks identified for each incoming offender during Intake and Assessment. The resulting needs will identify those specific areas in the individual's life that are driving or contributing to the offender's criminality. These factors will be prioritized and available to the receiving identified institutional staff assigned to the offender. This targeted information will constitute what the offender will work to complete during incarceration and on parole.

2.2.1.27 Inmate Plan Management. Utilizing the inmate's Corrections Plan, staff work with the inmate to maximize their successful completion of targeted outcomes. This Plan Management concept is results-oriented and replaces the older Case Management process thinking. In addition to ongoing and event driven conversations, an in-depth, personal interview is required with each inmate no less than once a year.

2.2.1.28 Inmate Wages. Compensation that can be earned by inmates in accordance with A.R.S. §31-254 and the Department of Corrections Work Incentive Pay Program (WIPP).

2.2.1.29 In-Service Training. Annual training the Department of Corrections requires the Offeror to provide to meet the training needs of staff.

2.2.1.30 Institutional Orders. Those procedures prepared by the Offeror and approved by the Operations Director, Contract Beds Bureau 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 secure Contract Facility.

2.2.1.31 Intake Medical Screening Services. A battery of medical, dental and lab tests required by the Department of Corrections for the assignment of an inmate to the secure Contract Facility.

2.2.1.32 Inventorial Equipment. Any item acquired by the Offeror with monies from all funds including the Welfare and Benefits Fund with a unit cost of $1,000 and a useful life of at least one year.

2.2.1.33 Master Record File. The Master Record File is a combination of information contained in AIMS and the hard copy inmate record file for each inmate committed to the jurisdiction of the Department of Corrections. 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.

2.2.1.34 Monthly Statistical Report (MSR). An electronically submitted report which compiles operational data of the secure facility.

2.2.1.35 National Commission of Correctional Health Care (NCCHC). An organization working to improve the quality of health care in our nation's jails, prisons and juvenile detention and confinement facilities.

2.2.1.36 Non-Inventory Equipment. Items that are individually under $1,000, but collectively over $1,000, i.e., dishes, tables, chairs, trays, office supplies, etc.

2.2.1.37 Operations Director, Contract Beds Bureau. Department of Corrections employee charged with managing Contract Facility operations to ensure that the Facility operator is in compliance with Department of Corrections Written Instructions terms and conditions of this Contract.

2.2.1.38 Parallel Universe. A new correctional model that emphasizes how the power of evidence-based social learning can improve public safety and change offender's lives. It systematically creates and reinforces in prison and on parole as many opportunities as possible for offenders to practice, every day, the decision-making, problem solving and pro-social behaviors that will make them successful citizens.

2.2.1.39 Position. Employment consisting of a 40-hour work week during a seven (7) day period, i.e. full-time. A position is typically filled with one employee.

2.2.1.40 Post. The location(s) where a full-time employee is assigned to perform his/her duties.

2.2.1.41 Post Orders. Written orders related to the Offeror's procedures that have been prepared by the Offeror and approved by the Operations Director, Contract Beds Bureau. Post Orders provide direction to Offeror's staff regarding responsibilities assigned to specific posts in the secure Contract Facility.

2.2.1.42 Pre-Service Non-Security Training. Training equivalent to the Department of Corrections curricula 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 secure facility.

2.2.1.43 Pre-Service Security Training. Training shall include direct supervision equivalent to the Department of Corrections curricula that the Offeror is required to provide to all staff designated as Security Officers.

2.2.1.44 Public Safety Now and Public Safety Later. This is a phrase associated with the awareness that sound correctional practice and true public safety must take into consideration methods and interventions which accomplish both goals of public safety Now and Public Safety Later. This means that we utilize sound correctional practices to manage prisons safely and effectively while returning offenders to the community who are less likely to recidivate.

2.2.1.45 Re-Entry Planning. This concept refers to planning for re-entry from day one, upon intake, through their incarceration, community supervision and beyond. Re-entry skills are integrated into every daily activity, allowing inmates to practice good citizenship skills which will reduce relapse, revocation and recidivism.

2.2.1.46 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.

2.2.1.47 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.

2.2.1.48 Service Specifications. Those Service Specifications that set forth the minimum requirements of the Department of Corrections for delivery of services relative to the operation of the secure facility.

2.2.1.49 Special Purpose Records. Department of Corrections records that are transferred through the correctional system with the inmate and provided to the Offeror for those inmates assigned to the

secure facility. Special Purpose Records include, at least, the field file as well as medical and visitation records.

2.2.1.50 Subcontractor. Entities with whom the 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.

2.2.1.51 Suicide Prevention. A program for suicide prevention shall be written and in place. Inmate suicide prevention aids shall be part of this written plan.

2.2.1.52 The 7X3X3 Correctional Environment. This is a corrections methodology for identifying dimensions of life requiring attention. These dimensions are then operationalized into structured prison and parole routines. This structure allows the offender to practice pro-social positive behavior, decision-making, and problem solving. The emphasis is on the offenders taking personal responsibility for their lives and through daily repetition demonstrating personal accountability. This correctional methodology is evidence-based and is clearly supported in Social Learning research.

Seven days a week, twenty four hours a day the inmate's life is patterned around work and non-work hours. Thus**, t**he inmate's day has three parts: work (in its broadest sense) which is composed of work, treatment and the continuum of Work Force Development programmed at 100% in the next two years, and non-work, divided into two parts, self improvement/leisure and family reunification/community betterment. If Arizona is to maximize the offender's probability of successful re-entry back into society, activities must be planned and implemented to address all three areas.

2.2.1.53 Unit Management. This "team centered" administrative concept is a correctional model that galvanizes the different professional disciplines around the common management within their unit. It integrates all of the positive elements of informed administration and puts them to work through a team based model at the unit level.

2.2.1.54 Welfare and Benefit Fund (W&B Fund). Fund established and managed by the Offeror which shall be used for the benefit of assigned inmates to pay for equipment or services in a manner similar to Department of Corrections Written Instructions regarding its 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.

2.2.1.54.1 Work. This definition is used in two distinct ways. The first refers to an inmate's physical labor. The second relates to the inmates "primary job" in prison and on parole to acquire the life skills (literacy, sobriety, employability and civility) necessary to succeed in society.

2.2.1.54.2 Work-based Education (WBE). This system combines the best aspects of several evidence-based Work Force Development concepts into a comprehensive approach for successful re-entry to the workforce. It combines classroom instruction with hands on "real" work in a production environment. It employs all of the active ingredients for success in the workplace: skill building, classroom instruction, customer contact, an understanding of quality control and quality assurance concepts, production time-lines, material and raw product costs, teamwork, etc. The goal is to create a work and learning environment so much like being on a real job that you can't tell the difference.

2.2.1.55 5X5 Assessment Results. This represents the two dimensions of our new assessment protocol. The Risk element of this protocol is based on 12 years of Department of Corrections validated

research with over 50,000 offenders. It captures two dimensions of risk using a five point scale. There is a general recidivism risk scale and a risk of violence scale. They are combined to give the offender a composite risk score. The five level Need Score is bed-rocked in evidence-based testing tools specifically normed to prison populations in several core criminogenic areas. The Risk and Need levels are matrixed to produce an overall intervention level and service delivery sequence for each inmate.

2.2.1.56 Minimum Security Facility and Population.
Facility - Dormitory living; single bunks; central dining; unescorted movement to meals, education, work and recreation; Inmates can work outside the complex doing Community Betterment Projects; single /14 foot fence with razor wire and no climb top. If a medium fence is offered as an option, it shall add an electronic detection system in accordance with the PPS-Tech manual '7.3.2-Figure 2 - Medium Custody Fence' and the requirements set forth in paragraph 3.1.5.1.2 - Detection Systems and paragraph 3.1.5.1.3 -Perimeter and Area Lighting.
Population - Most responsible inmates; No current sex offense or other felony detainers; serving short sentences; not lifers or inmates sentenced to death; No Security Threat Group members; Foreign Nationals can be in minimum complexes but can not work off the grounds and are never placed in our border complexes at Douglas or Yuma.

2.2.1.57 Department of Administration: Arizona Department of Administration; Arizona Department of Corrections; or any agency designated to administer the resultant contract.

## 2.3 PROPOSED SITE (s)

2.3.1 Offerors are requested to provide the following information regarding the Facility site(s):

2.3.1.1 The individual or entity that holds legal title to the property.

2.3.1.2 Complete address of the proposed facility.

2.3.1.3 Offerors shall complete *Attachment #1, Proposed Contract Facility*, to provide required information regarding the proposed site.

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

2.3.2 The Offeror must demonstrate medical accessibility to outside services.

2.3.2.1 Hospital facilities must be available to provide complete hospital care and emergency services for inmates assigned to the secure facility.

2.3.2.2 Preference shall be given to those Offerors whose hospital facilities are close to the secure facility.

2.3.2.3 Demonstrate medical accessibility to outside services, i.e., identify the hospital location and time for transport to the hospital.

## 2.4 REQUIREMENTS

2.4.1 The Offeror shall be a licensed security agency.

2.4.1.1 The offeror shall be licensed in accordance with A.R.S. Title 32, Chapter 26, Article 2, §32-2611 through §32-2615.

2.4.1.1.1 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.

2.4.1.2 The secure facilities shall be licensed in accordance with Arizona's Security Agency requirements.

2.4.1.2.1 Non-compliance of insurance requirements shall be considered an Event of Default.

2.4.1.2.2 The Offeror shall remain licensed for the term of the Contract, to include any renewal terms.

2.4.2 The facility operator shall comply with all Department of Corrections Written Instructions, State Statutes, and Federal laws as applicable to the facility operator fulfilling the obligations outlined in this Contract.

2.4.3 When new Department of Corrections Written Instructions or State Administrative Rules are issued, or if new Court Orders / Decrees are issued by a Court of jurisdiction that impact this Contract, an amendment will be issued identifying the change by the contracting office.

2.4.3.1 The facility operator shall prepare new and or revised written institution orders or post orders for approval by the Operations Director, Contract Beds, or designee, in order to ensure implementation within the time frame stipulated by new documents, rule, court order, or decree.

2.4.3.2 The facility operator shall be responsible for costs related to additional services required as a result of Department of Corrections Written Instructions: (i) new or revised Written Instructions; (ii) new Court Orders/Decrees; or (iii) new laws applicable to the Department of Corrections that are implemented after execution of this Contract shall be authorized subject to approval in accordance with the requirements of A.R.S. §41-1609.01.

2.4.4 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:

2.4.4.1 Development of policies / procedures.

2.4.4.2 Hiring staff.

2.4.4.3 Training.

2.4.4.4 Pre-activation activities.

2.4.4.5 Construction schedule.

## 2.5 INVESTIGATIONS

2.5.1 Investigations of all alleged criminal activity involving Department of Corrections inmates assigned to the secure facility shall be conducted by representatives of the Department of Corrections Inspections and Investigations Bureau. The Department of Corrections Monitor shall be notified immediately by the facility operator of suspected inmate criminal activity. The Department of Corrections Monitor shall notify appropriate Department of Corrections authorities regarding the alleged activity.

2.5.2 The Department of Corrections shall have the right to conduct any investigation it deems necessary regarding the following alleged activities:

2.5.2.1 Improper relationships between the facility operator staff and Department of Corrections inmates.

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

2.5.2.3 The facility operator staff arrests, to include staff arrests involving criminal activity with Department of Corrections inmates

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

## 2.6 MONITORING ACTIVITIES

2.6.1 The Department of Corrections shall assign staff who shall monitor contract compliance and performance on a daily basis and coordinate all necessary activities relative to the facility operator and Department of Corrections responsibilities.

2.6.2 The Facility Operator shall provide shift reports, staffing reports, and all other daily, monthly and annual reports necessary to monitor the contract.

2.6.3 Facility Monitor shall be physically located at the secure facility.

2.6.3.1 The Department of Corrections Health Services shall provide on-site monitoring each quarter. Reports of these site visits shall be provided to the contractor. Monitoring shall include policy compliance, access to care, NCCHC compliance and provisions of health care.

2.6.4 The facility operator shall be responsible for providing for the exclusive use of Department of Corrections monitoring staff, 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 of Corrections), etc., for a minimum of three (3) Department of Corrections staff.

2.6.5 The facility operator shall be responsible for providing telephones with separate extension numbers for the exclusive use of Department of Corrections monitoring staff.

2.6.6 The facility operator shall be responsible for providing a dedicated fax line for the exclusive use of the Department of Corrections monitoring staff.

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

2.6.8 The following activities shall be administered by Department of Corrections monitoring staff only:

2.6.8.1 Calculating inmate release and parole eligibility dates.

2.6.8.2 Calculating and awarding sentence credits.

2.6.8.3 Approving inmate Escorted Leaves (i.e. funeral trips and hospital bedside visits) and work releases.

2.6.8.4 Approving the type of work inmates will perform and the wages or sentence credits which shall be given to inmates engaging in the work.

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

2.6.8.6 Granting, denying or revoking sentence credits, or placing an inmate in more restrictive custody or approving any disciplinary actions. Only the Department of Corrections shall authorize the

imposition of disciplinary sanctions against an inmate for violation of the inmate Rules of Discipline.

2.6.8.7 Inmate Classification.

2.6.9 The Department of Corrections shall provide training to designated facility operator staff in the areas and for the time frames shown by *Specification #2, Department of Corrections Technical Services Training Requirements"*.

2.6.10 The Department of Corrections shall monitor compliance and performance with all Contract provisions and applicable policies and standards. Monitoring activities shall be conducted by Department of Corrections staff to include Department of Corrections subject matter experts in areas that include but are not limited to security operations, health services, mental health, substance abuse, food service, safety, sanitation, and finance. Additionally, during the term of the Contract, the Department of Corrections shall conduct inspections in accordance with applicable Department of Corrections policy.

2.6.11 Department of Corrections staff authorized by the Operations Director, Contract Beds shall have access to the secure facility at any time.

2.6.12 The facility operator shall, via its assigned facility Warden, ensure monitoring of all service delivery, to include monitoring of subcontracted services. Such monitoring activities shall include documenting noted deficiencies and requiring timely corrective action to ensure service requirements specified by this Contract are met.

2.6.13 The Health Service Provider 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 facility operator expressly acknowledges that this activity does not relieve the facility operator of the responsibility for the delivery of health care to assigned inmates. The Committee shall at least:

2.6.13.1 Review documented justification for the facility operator's referrals for outside medical consultations.

2.6.13.2 Review staffing patterns relating to inmate waiting times to be seen by health providers / dentists.

2.6.13.3 Make recommendations requiring changes, as appropriate.

2.6.14 Monitoring activities shall be conducted on an announced or unannounced basis with reasonable notice to the facility operator. The facility operator's operations, program services, as well as records pertaining to this Contract may be included in monitoring activities.

2.6.14.1 Guidelines detailing criteria and scope of monitoring activities shall be provided to the facility operator. Subsequent changes to monitoring guidelines shall be provided to the facility operator at time of award.

2.6.14.2 The Department of Corrections shall have the right to reasonably prompt access to examine and receive copies, if requested, of all records of the facility operator and / or Owner, as may be applicable, related to the secure facility, including without limitation, all financial books and records, maintenance records, employee records, and inmate records generated by the facility operator and its subcontractors, or independent contractors, in connection with the performance of this Contract. The Department of Corrections requires written assurance from the facility operator and / or Owner, as may be applicable, that such access shall be provided.

2.6.15 The results of compliance and performance monitoring / inspection activities conducted by the Department of Corrections shall be provided to the facility operator in writing by the Department of Corrections Monitor. If non-compliance issues are noted during a monitoring activity, each shall be specifically identified and

corrective action shall be recommended with a time frame specified to achieve compliance. The facility operator shall be required to respond within the specified time frame or indicate in writing to the Department of Corrections Monitor why compliance cannot be achieved within the specified time frame and offer an alternative to meet the objective.

## 2.7 PERFORMANCE EVALUATION

2.7.1 The Department of Corrections shall monitor the facility operator's performance to ensure compliance with all Contract provisions and applicable Written Instructions, Administrative Rules, guidelines, specifications, Court Orders, and Decrees as each are addressed within the Department of Corrections system of written instructions at its discretion.

2.7.1.1 In accordance with A.R.S. §41-1609.01, K and L and upon receipt of the first inmate by the facility operator, the Department of Corrections shall direct the gathering of information related to the performance of the facility operator. The information shall be used to compare the performance of the facility operator and the State in providing similar services. The results of monitoring activities shall be used in determining if the Contract will be renewed as permitted by law. In order to renew the Contract, the facility operator must be providing services at a cost savings to the State. In making this determination, the Director shall consider the following factors:

2.7.1.1.1 Security.

2.7.1.1.2 Management and Control.

2.7.1.1.3 Inmate Programs and Services.

2.7.1.1.4 Facility Safety and Sanitation.

2.7.1.1.5 Administration.

2.7.1.1.6 Food Service.

2.7.1.1.7 Personnel Practices and Training.

2.7.1.1.8 Inmate Health Services.

2.7.1.1.9 Inmate Discipline.

2.7.1.1.10 Other matters relating to services as determined by the Director.

## 2.8 CONTRACTOR'S/SUBCONTRACTOR'S QUALIFICATIONS

2.8.1 In accordance with Arizona Revised Statute A.R.S. §41-1609.01, Offerors must demonstrate in their proposals at least the following:

2.8.1.1 Organizational qualifications and experience relative to the operation and management of secure correctional facilities, as well as the availability of experienced management staff to carry out the terms of the Contract. Offeror's Organizational Qualifications. Cumulative experience of the Corporate Team (up to five members).

2.8.1.2 A demonstrated history of safe operation and management of correctional facility(ies) consistent with requirements of this RFP. Years of experience as a facility operator. Identify number of years of operating experience by custody level. List name / location of prisons under Contract. Indicate the level of custody and the number of inmates housed at each identified facility.

2.8.1.3 The Offeror and / or Subcontractor shall describe their experience and correctional qualifications for the following positions.

2.8.1.3.1 Corporate lead management personnel.

2.8.1.3.2 Food Service. (If subcontractor is used describe their experience)

2.8.1.3.3 Health Service. (If subcontractor is used describe their experience.)

2.8.1.4 Identify the management team by name and title. Provide the amount of time the team has worked together.

2.8.1.5 Describe how managers will interact with on-site facility managers and how the operator will support local facility operations.

2.8.1.5.1 Identify how often contact will occur.

2.8.1.5.2 What interaction will occur.

2.8.1.5.3 Method of interaction / communication to be used.

2.8.1.5.4 Identify how many facilities each of the above referenced person is supporting.

2.8.1.6 Describe an incrementally phased occupancy of the facility.

2.8.1.7 Provide evidence of compliance with Standard / Licensure requirements as prescribed by Specification #3, Service Specifications, Contract Facility for the following:

2.8.1.7.1. Security Agency.

2.8.1.8 The facility operator shall comply with applicable correctional standards and any specific court orders.

2.8.2 Past Performance. Offerors are required to provide three (3) references relative to work performed by the Offeror. Each identified contact person must have first hand knowledge regarding the specific work of the Offeror. Offerors shall complete *Attachment #2, References For Other Secure Facilities,* to provide required information regarding references.

2.8.3 Occurrences. The Offeror shall provide with their response the number of occurrences in each of the following categories by facility and custody level and also state the number of the total population for the preceding twelve (12) months from the publication date of this Solicitation.

2.8.3.1 Homicides.

2.8.3.2 Disturbances.

2.8.3.3 Escapes.

2.8.3.4 Assaults on staff.

2.8.3.5 Assaults on inmates.

2.8.3.6 Suicides.

2.8.3.7 Employee turnover rate.

2.8.3.8 Positive urinalysis test results.

2.8.3.9 Major conduct report rule violation.

2.8.3.10 Serious staff misconduct, including inappropriate staff / inmate relationships.

2.8.4 Subcontracted Services. Subcontractors may be used to furnish services required by this solicitation, i.e., food services, health services, etc. *Facility management, security operations and tertiary subcontracting shall not be allowed. Services of subcontractors shall not be authorized without the prior written approval of the Department of Corrections.*

2.8.4.1 It is the Department of Corrections expectation that the facility operator accept full responsibility for the activity or inactivity of all subcontractors.

2.8.4.2 Subcontracting for services shall not relieve the facility operator from their primary responsibility of complying with the terms, conditions, requirements and responsibilities of this Contract.

2.8.4.3 Identified subcontractors shall have the staff and resources within their own capabilities to provide specified services.

2.8.4.4 The cost for all subcontractors shall be included in the proposed per diem rate.

2.8.4.5 Offerors shall complete *Attachment #3*, *Identification of Subcontractors*, to provide required information regarding each proposed subcontractor.

2.8.4.6 The facility operator shall not dismiss the services of a subcontractor until prior written notice to the Operations Director, Contract Beds has been given, along with the facility operator's plan to ensure continuation of services without interruption via the facility operator's staff or a substitute subcontractor.

2.8.4.6.1 The facility operator shall provide relevant documentation as to qualifications to ensure the replacement service provider complies with Department of Corrections requirements.

2.8.4.6.2 Replacement services ***shall not*** commence until the facility operator receives the Department of Corrections's written **"Notice to Proceed"**.

2.8.4.7 During the term of this Contract, or any renewals thereof, if the facility operator proposes to use a subcontractor in addition to or other than the authorized subcontractor(s) shown by Attachment #3, the facility operator shall follow the process described below:

2.8.4.7.1 The 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 of Corrections. If a per diem cost adjustment (increase/decrease) is approved by the Department of Corrections subject to the requirements of A.R.S. §41-1609.01, a formal amendment shall be executed.

2.8.4.7.2 If a per diem cost adjustment is not required and the subcontractor is approved by the Department of Corrections, the Division Director, Offender Operations, or designee, shall advise the Department of

Corrections Contracts Administration by written notice. Contracts Administration shall provide the revised General Staffing Pattern and Identification of Subcontractors to all parties. The effective date shall be the date of approval by the Division Director, Offender Operations, or designee.

2.8.4.7.3 Unless a verified emergency, agreed to by the Department of Corrections, exists requiring a prompt change in a subcontractor**,** the facility operator shall furnish a copy of the proposed subcontract in draft form to the Operations Director, Contract Beds, or designee.

2.8.4.7.4 The proposed subcontract shall be submitted one hundred twenty (120) days ***prior*** to the projected date on which subcontracted services are to be initiated.

2.8.4.7.5 The Operations Director, Contract Bed, or designee, shall review and approve, or disapprove the draft document in relation to operational and programmatic requirements.

2.8.4.7.6 A copy of the draft document shall be forwarded to the Contracts Administration for review to ensure technical requirements contained herein are satisfied.

2.8.4.7.7 The Contracts Administration shall advise the Operations Director, Contract Beds, 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 of Corrections.

2.8.4.7.8 Subcontracts and services shall not be initiated unless approved by the Department of Corrections at its sole discretion.

2.8.4.8 The facility operator and designated subcontractor shall ensure the following paragraph appears on the first page of the subcontract. The paragraph shall be reproduced verbatim:

2.8.4.8.1 *"Attachment #4, Subcontractor's Certification*, of Contract #AD8-012 between the Department of Corrections and the 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 Attachment #4, to include provision of requested information and documentation."

2.8.4.9 Each subcontract submitted to the Operations Director, Contract Beds in draft form for review must include a completed Attachment #4 with all requested information / documentation attached.

## 2.9 FACILITY MANAGEMENT

2.9.1 Provide an organizational chart reflecting the structure of the facility, to include linkage / span of control with the management office.

2.9.2 Describe the method an institution administrator will use to ensure the compliance and performance of policies and directives and how any deficiencies will be corrected.

2.9.3 Describe the method(s) the following areas will be managed to ensure the highest quality of service delivery is ensured:

2.9.3.1 Security Operations to include a Critical Incident Response Plan.

2.9.3.2 Plan Management.

2.9.3.3 Program Service Delivery.

2.9.3.4 Food Service Delivery.

2.9.3.5 Religious Service Delivery.

2.9.3.6 Resource Center Services Delivery.

2.9.3.7 Health Services.

2.9.3.8 Education Service Delivery/Work Based Education.

2.9.3.9 Commissary Service Delivery.

2.9.3.10 Substance Abuse

2.9.3.11 Direct Supervision/Unit Management

2.9.4 Describe the Human Resources policies / practices for:

2.9.4.1 Applicant background checks.

2.9.4.2 Employee Recognition.

2.9.4.3 Promotions / Dismissals.

2.9.4.4 Recruitment.

2.9.4.5 Employee Retention.

2.9.4.6 Employee Benefits.

2.9.5 Describe the method to ensure that record keeping functions relative to entry of inmate information into the Department of Corrections Adult Information Management System (AIMS) is completed in a timely manner and how quality of entries will be assured.

2.9.6 Operational Issues. Offerors shall provide a detailed response to the following topics:

2.9.6.1 The **Commissioning Procedures** (pre-activation audit), related to policy compliance, staff recruitment, training and physical plant and the correctional services to be provided.

2.9.6.2 The **Quality Assurance Plan** and method of implementation for provision of correctional services.

2.9.6.3 Outline for maintenance of safety and sanitation of the physical plant.

2.9.6.4 Provide for the transportation of inmates to and from Department of Corrections transportation hubs in addition to required local runs.

2.9.6.5 Plan for the maintenance of a drug-free workplace.

2.9.7 **Critical Incident Response Plan**. The facility operator shall provide response plans that specify the procedures to be followed in the event of a Critical Incident at the secure facility. Critical Incidents include, but are not limited to the following:

2.9.7.1 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.

2.9.7.2 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.

2.9.7.3 Private Prison Assumption and/or Emergency Operations
Offerors must provide for Department of Corrections approval detailed plans which the Department of Corrections may use to assume control of the secure private prison. Detailed plans shall include, but are not limited to, the following incidents or occurrences:

2.9.7.3.1 A plan identifying the process of transferring the private prison operation from the private prison Contractor to the Department of Corrections upon termination of the Contract. The Contract may be terminated as delineated in this document.

2.9.7.3.2 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.

2.9.7.3.3 A plan identifying the process for the assumption of private prison operations by the Department of Corrections in the event of bankruptcy or financial insolvency of the Offeror.

2.9.7.3.4 An incident management emergency plan addressing inmate disturbances, employee work stoppages, strikes, or other serious events in accordance with the Department of Corrections of Corrections Order relating to the significant incidents

2.9.8 Drug Testing Program. The facility operator shall implement a drug and alcohol testing program for applicants, employees and volunteers, at no additional cost to the Department of Corrections. The facility operator shall ensure that all subcontractors implement the same drug and alcohol testing program required by the Department of Corrections. The program shall meet the requirements of Department of Corrections Order 522, Drug-Free Workplace.

2.9.9 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.

2.9.9.1 The Division Director for Offender Operations, or designee, shall participate with the selected facility operator in the hiring process, for the positions of Warden, Deputy Warden and Chief of Security.

2.9.9.2 The facility operator shall submit written personnel procedures to the Department of Corrections 90 days prior to the arrival of the first inmate. Said procedures shall address, at least, the following:

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

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

2.9.9.2.3 Classification and compensation.

2.9.9.2.4 Benefits - medical and dental.

2.9.9.2.5 Holidays.

2.9.9.2.6 Promotions.

2.9.9.2.7 Leave time.

2.9.9.2.8 Employee performance evaluation.

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

2.9.9.2.10 Grievance and appeal procedures.

2.9.9.2.11 Termination.

2.9.9.2.12 Resignation.

2.9.9.2.13 Personnel and training records.

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

2.9.10 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), marital status, political affiliation, or disability.

2.9.10.1 The 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.

2.9.10.2 The Offeror shall provide the minimum level of experience required for all supervisory and management staff and correctional officers that will be in place upon arrival of the first inmate.

2.9.10.3 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.

2.9.10.4 Notwithstanding the requirements relative to mandated positions/posts, if a vacancy (ies) occurs in any position that impairs the effectiveness of service delivery or secure operation of the secure facility, the facility operator shall be required to fill the position immediately upon written notice from the Department of Corrections Monitor. Coverage shall be accommodated by qualified temporary or qualified overtime staff until the vacancy is filled.

2.9.10.5 With regard to vacant positions, whether mandated or otherwise, the facility operator shall conduct recruitment and hiring activities to ensure staff vacancies, including subcontractor staff vacancies, are filled in accordance with the number and types (classifications) of positions. The facility operator shall ensure that authorized subcontractors actively recruit and fill vacant positions within the specified time-frame.

2.9.10.6 All positions, with the exception of mandated positions/posts, that become vacant after initial hiring shall be filled (position offered and accepted) within forty-five (45) days after the date the vacancy occurred.

2.9.10.7 The facility operator's failure to fill a position that has remained vacant for longer than forty-five (45) days may constitute an Event of Default. An offset (reducing an invoice) for the costs associated with the position(s) / post(s) shall be imposed by the Department of Corrections in the amount of mean salary and full cost of benefits of the vacant position(s) for each day beyond the 45th day that the position remains vacant. The contractor shall provide the Department of Corrections 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.

2.9.10.8 The facility operator shall hold the Department of Corrections harmless from liability claims of third parties arising from the Department of Corrections participation in recruitment / hiring procedures.

2.9.11 Staff Background Investigations. The facility operator shall conduct background investigations on all potential employees who will work on a routine basis at the secure facility, including but not limited to the operator's employee's, volunteers, consultants, independent contractors and subcontractors. Background investigations shall include, but are not limited to employment history, professional reference checks, military service, licensure verification and personal history.

2.9.11.1 The facility operator shall ensure that each applicant completes the background investigation prior to hiring or allowing access to the secure facility.

2.9.11.1.1 The completed background investigations shall be made available to the Department Monitor. The Department of Corrections shall approve all staff based on results of background investigations.

2.9.11.1.2 The Department of Corrections 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 secure facility.
Costs for the computerized NCIC / ACIC criminal history checks shall be the responsibility of the Department.

2.9.11.3 The 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.

2.9.11.3.1 If applicable, licensure shall be in accordance with the requirements of A.R.S. Title 32, Chapter 26, Articles 2, 3 and 4, and A..R.S. §32-2611 through §32-2637.

2.9.11.4 The 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 of Corrections. The facility operator shall be responsible for obtaining or duplicating the forms as necessary.

2.9.11.4.1 Fingerprint Card, Form FD-258.

2.9.11.4.2 Department of Corrections Background Investigation Supplement 33, Form #304005.

2.9.11.4.3 Consent to Search, Form #70501097.

2.9.11.5 Fees that may be charged by law enforcement entities to fingerprint applicants shall be paid by the facility operator.

2.9.11.6 The Department of Public Safety (DPS) charges a fee to process each individual fingerprint card. Payment of this fee is the responsibility of the facility operator and is made directly to DPS. The current charge is $29.00, however may be subject to change by DPS.

2.9.11.7 If requested by the facility operator, the Department of Corrections will process fingerprint cards for non-security staff.

2.9.11.8 The Department of Corrections Monitor shall provide the facility operator with approval or disapproval of each name submitted based on NCIC / ACIC results.

2.9.11.9 If subsequent criminal information is obtained as a result of research relative to the fingerprint card, the Department of Public Safety shall advise the facility operator. The facility operator shall notify the Department Monitor of any individual whose fingerprint information has disclosed a history of criminal arrests and/or convictions.

2.9.12 Agency Security Regulations. The Offeror awarded this Contract for the provision of services to inmates under the jurisdiction of the Department of Corrections shall be required to comply with all Department of Corrections security regulations. Submission by the Offeror of employment and criminal history background information and submission of fingerprints to the Department of Corrections shall be required.

2.9.13 Facility Procedures and Post Orders. If selected for Contract award, at least ninety (90) days prior to acceptance of the first inmate, the facility operator shall submit written procedures and post orders for facility security and control as required by *Specification #3, Service Specification, Contract Facility, Objective III*. Written procedures and post orders shall include, but need not be limited to, the following:

2.9.13.1 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.

2.9.13.2 Procedures to ensure facility operator control of a Critical Incident.

2.9.13.3 Agreements / Contracts with local law enforcement authorities that may be executed.

2.9.13.4 Providers of firefighting and emergency medical services shall have access to the facility during emergency situations as requested by the facility operator, and in accordance with the facility operator's security requirements.

2.9.13.5 Inmate Management Services. The facility operator's institutional orders and post orders shall address each category listed under Specification #3 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.

2.9.13.6 Submission of the facility operator's procedures and post orders shall be accomplished 90 days prior to acceptance of the first inmate.

2.9.13.7 The facility operator's procedures shall provide specific direction to facility staff regarding applicable Department of Corrections Written Instructions.

2.9.13.8 The facility operator's Post Orders shall provide direction to staff regarding responsibilities assigned to specific posts in support of facility procedures.

2.9.13.9 All procedures and modifications shall be submitted to the Department of Corrections for written approval prior to implementation.

2.9.13.10 During the term of the Contract and any renewals thereof, 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 of Corrections shall, via the Department of Corrections Monitor, notify the facility operator in writing. The Contractor may request exemptions to any Department of Corrections Written Order / Instruction or section thereof. Said exemption requests must be made in writing to the Department of Corrections Monitor and shall be approved or disapproved in writing by the Division Director, Offender Operations, or designee.

2.9.13.10.1 Required changes to the facility operator's written procedures, post orders, or manuals shall be accomplished by the facility operator within thirty (30) days after receipt of the Department of Corrections written notice and submitted to the Operations Director Contract Beds for approval.

2.9.13.10.2 Requests initiated by the facility operator to change written procedures, post orders, or manuals previously approved by the Department of Corrections shall be directed to the Department of Corrections Monitor via the facility operator for approval or disapproval by the Operations Director Contract Beds, 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.

2.9.14 Required Staff Meetings with Department of Corrections Representatives. Designated facility staff may be required to attend periodic meetings scheduled by the Department of Corrections for the purpose of coordination of services. All associated costs to attend described meetings shall be the responsibility of the facility operator.

2.9.15 Assignment, Admission and Discharge Criteria. The Department of Corrections shall have sole authority to determine which inmates shall be assigned to and discharged from the secure facility.

2.9.15.1 Determination shall be based on the Department of Corrections inmate classification system, screening criteria relative to the secure facility and the committing offense.

2.9.16 Transportation. The Facility Operator shall transport inmates to and from the facility following a schedule as agreed upon by the Department of Corrections.

2.9.16.1 The facility operator shall be required to transport an inmate(s) who is being returned to a Department of Corrections institution if the inmates' date of return does not correspond to the Department of Corrections normal transportation schedule.

2.9.16.2 The facility operator shall transport inmates in accordance with DI 167, Modification to Department of Corrections Order 705, Inmate Transportation.

2.9.16.3 The facility operator shall transport inmates to necessary appointments, e.g., dental, medical, court, etc.

2.9.16.4 The facility operator shall be required to transport inmates to and from the designated Department of Corrections reception centers and transportation hub.

2.9.16.5 The Department of Corrections requires that all inmates being transported be escorted by a minimum of two (2) officers armed with a weapon approved by the Department of Corrections. Costs for firearms shall be borne by the facility operator.

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

2.9.16.6 Upon an inmate's release, the facility operator shall be responsible for transporting the inmate to a parole office, a designated shelter, or to public transportation.

2.9.17 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 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.

2.9.17.1 The facility operator shall assist the Department of Corrections in the recapture of escapees from the secure facility in accordance with A.R.S. §41-1830.31.

## 2.10 FINANCIAL

2.10.1 Offerors shall comply with A.R.S. §41-1609.01, G.

2.10.2 Offerors shall provide a plan to finance the facility with the proposal

2.10.3 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.

2.10.3.1 Said financial reports shall include, at a minimum, income statements, statement of cash flow and balance sheets.

2.10.3.2 Audited Income Statement and Balance Sheets for the five (5) years or, if less than five (5) years in business, audited Statements for the period of operation.

2.10.3.3 The Department of Administration 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 of Administration written request for information.

2.10.4 The Offeror shall provide annually the following Financial Statements:

2.10.4.1 Two copies of corporation Financial Statements. Offeror shall state the date in their proposal response that the statements will be provided to the Department of Corrections Administrator of Contract Beds on an annual basis.

2.10.4.2 Two copies of Financial Statements specific to the Contract facility are required annually. Offeror shall state the date in their proposal response that the statements will be provided to the Department of Corrections Administrator of Contract Beds on an annual basis.

2.10.4.3 The State reserves the right to request audited Financial Statements.

2.10.5 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 of Corrections.

2.10.5.1 The Department will guarantee an overall occupancy rate of 90%, noting that funding for this project requires an annual appropriation by the legislature. The guaranteed overall occupancy rate of 90% shall begin when the 90% occupancy rate is achieved.

2.10.6 Fee Schedule. The Offeror shall be required to provide a separate Fee Schedule for the 2,000 minimum custody male inmates and the 1,000 minimum custody female inmates.

2.10.6.1 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.

2.10.6.2 Categories of expense, as shown on the Fee Schedule, shall be used to identify the relative daily cost applied to each expense item.

2.10.6.3 All expenses must be identified within the structure of the Fee Schedule.

2.10.6.4 The Fee Schedule must be signed by the authorized signatory.

2.10.6.4.1 The Department of Administration has a right to request additional detailed information relative to any expense item.

2.10.6.5 The Department of Administration shall not accept a Fee Schedule which reflects a variable per diem rate that is based upon occupancy levels (sliding scale).

2.10.6.6 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.

2.10.6.7 The Offeror shall submit a per diem rate for both the male and female minimum custody inmates.

2.10.6.8 The per diem rate may be subject to adjustment each year in accordance with A.R.S. §41-1609.01, paragraph D.

2.10.7 Budget Narrative. The Offeror shall be required to provide written narratives for each cost item on the Fee Schedule.

2.10.7.1 Utilizing the *Budget Narrative*, form the Offeror shall be required to provide supporting detail relative to each expense category.

2.10.7.2 Calculations provided by the Budget Narrative must breakdown to the total daily costs shown on the Fee Schedule.

2.10.7.3 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.

2.10.8 The Offeror may computerize the Fee Schedule and Budget Narrative forms, however, format and content must remain unchanged.

2.10.9 Per Diem Invoicing. The facility operator shall utilize the invoice format directed by the Department of Corrections to submit monthly Per Diem Invoices. All information requested shall be provided to the Department of Corrections. See 14, Invoicing / Payments, 14.1, for procedure.

2.10.10 Annual Cost Adjustments. The facility operator shall be eligible to receive consideration for an annual cost adjustment in accordance with A.R.S. §41-1609.01 sections D and E.

2.10.11 Annual Cost Adjustment Amendment(s). Amendments regarding annual cost adjustments that are approved by the Department of Corrections and funded by the Legislature in accordance with A.R.S. §41-1609.01 shall be effective on the anniversary date of the Contract.

2.10.11.1 Adjustments shall be subject to availability of monies appropriated for the secure facility.

2.10.11.2 In accordance with A.R.S. §41.1609.01(D), the Department of Corrections 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.

2.10.11.2.1 Rate adjustments relative to construction or renovation costs shall not be entertained unless such requests are relevant to changes required by the Department of Corrections and not related to the facility operator's failure to adequately anticipate the needs of the physical plant or security requirements.

2.10.11.3 If an approved adjustment results in an increase in cost to be paid by the Department of Corrections, 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.

2.10.11.4 Annual requests for cost adjustments shall be submitted to the Department of Administration. Requests shall include documentation in the form of a revised Fee Schedule and supporting Budget Narrative forms.

2.10.11.4.1 The Fee Schedule and Budget Narrative shall address only those areas of cost impacted by the facility operator's request for adjustment so the Department of Corrections 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.

2.10.11.4.2 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 of Corrections wages and competitive Contract Facility corporations.

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

2.10.11.4.4 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.

2.10.11.5 The Department of Corrections 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 facility operator's request for an annual cost adjustment.

2.10.11.5.1 If, after two (2) consecutive requests for additional information relative to the same cost adjustment, the facility operator fails to provide the content, form, or format as requested by the Department of Corrections, the request for the particular cost adjustment shall be denied.

2.10.11.5.2 Failure by the facility operator to provide all required or requested information in a timely manner, thereby delaying Department of Corrections action beyond the first day of the fiscal year in which the adjustment is sought, shall preclude an approved adjustment to be retroactive to the effective date of the Contract. The adjustment, if approved, shall take effect on the date the Amendment is executed.

2.10.11.5.3 If the facility operator's request is found to be justified, delays caused by the Department of Corrections shall not adversely affect the facility operator's ability to receive a cost adjustment. The adjustment shall be retroactive with a lump sum payment rendered for the time period between effective date of the Contract to the date of Amendment execution. Payment shall continue via revised per diem through the anniversary date of the then current Contract year.

2.10.11.6 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 of Corrections request within the time frames specified shall nullify the facility operator's request.

2.10.12 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.

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

2.10.12.1.1 The Department of Corrections may support the 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 of Corrections.

2.10.12.2 The Department of Corrections shall not consider requests from the facility operator for cost increases related to renovation or construction activities unless the facility operator is directed by the Department of Corrections to renovate or construct a particular structure at the direction of the Department of Corrections.

2.10.12.2.1 During the term of this Contract, to include any period of renewal exercised by the Department of Corrections, the facility operator shall not submit a request for a cost increase related to renovation or construction expenses the facility operator chooses to undertake, nor pass through such costs to the Department of Corrections in subsequent requests for cost increases. Any such renovation or construction project must be approved by the Department of Corrections prior to initiation of work.

2.10.13 Purchase Option During the initial term of the Contract, or any renewal thereof, the Department of Corrections shall have the right to purchase the Facility. Prior to exercising the option, the Department of Corrections shall follow the legislative process to obtain approval and funding to purchase the Contract Facility, as may be required.

2.10.13.1 The financial proposals shall reflect an initial purchase option amount if the secure Contract Facility were to be purchased on day one of the Contract. A semi-annual schedule shall be included which reflects the "buyout option amount" at any time during the initial Contract period, i.e. ten (10) years and any renewal periods.

2.10.13.2 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.

2.10.13.3 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 of Corrections 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 of Corrections to determine final price.

2.10.13.4 Offerors shall develop and identify a semi-annual purchase option price for initial ten (10) year term of the Contract and any renewal periods. If the Department of Corrections does not exercise its Purchase Option rights prior to expiration of the initial ten (10) year Contract term, all Purchase Option rights shall automatically be extended for each respective renewal period.

2.10.13.5 Offerors shall identify the purchase option prices as identified by *Attachment # 15, Purchase Option Prices*, of this Solicitation. 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 initial ten (10) year term and any renewal periods, but at no time shall be less than one dollar ($1.00) for each subsequent semi-annual period.

2.10.13.5.1 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.

2.10.13.5.2 It is the Department of Corrections expectation that at the end of the twenty (20) year Contract the purchase price would be zero.

2.10.13.5.3 Offerors schedule for payoff during the term of this contract should reflect any and all costs associated with the facility

2.10.13.6 Simultaneous with the execution of this Contract, the Offeror and the Department of Corrections shall sign *Attachment #16, Notice of Option to Purchase*. The Notice of Option to Purchase shall be notarized and recorded by the Department of Corrections at the Maricopa County Recorders' Office and the county in which the secure Contract Facility is sited. The Department of Corrections shall pay all costs to record the Notice. Prior to the execution of this Contract, the Offeror shall provide the Department of Corrections a current "Limited Title Report" showing evidence of clear title. The Offeror shall be responsible for all costs associated with the Limited Title Report.

2.10.13.7 The Department of Corrections shall notify the Contract Facility Contractor 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 of Corrections 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 of Corrections, 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 Contract Facility Contractor shall provide to the Department of Corrections an Owner's American Land Title Association (ALTA) Extended Title Insurance policy, and a current ALTA survey identifying all structures, support systems, etc.

2.10.13.8 Subsequent to completion and delivery of the survey to the Department of Corrections, should the Contract Facility Contractor change in any manner the detailed depiction of structures, underground piping/conduit, etc., the Contract Facility Contractor shall bear the cost for a new ALTA survey and provide same to the Department of Corrections 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.

2.10.13.9 During the 180 day-period, the Department of Corrections 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 of Corrections may elect to make. The cost of any such inspections, investigations, tests and/or studies shall be borne by the Department of Corrections.

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

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

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

2.10.13.11.1 The Contract Facility structures.

2.10.13.11.2 Ancillary support structures.

2.10.13.11.3 Any other appurtenances required to operate the Contract Facility.

2.10.13.11.4 Identified acres shown by the ALTA survey on which the Contract Facility structures, and support systems are located.

2.10.13.11.5 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.

2.10.13.12 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. Expiration date refers to the initial term, or any renewal thereof.

2.10.13.13 The Contract Facility Contractor shall ensure that all structures, appurtenances, support systems, and equipment required for ongoing, daily operation of the prison shall remain available to the Department of Corrections of Corrections at the time of purchase. Prior to purchase, the Contract Facility Contractor shall ensure all support systems and equipment shall be maintained in good working order and shall be replaced as necessary in accordance with the Contract Facility Contractor's replacement schedule.

2.10.13.14 Within thirty (30) days after the Contract Facility Contractor receives the Department of Corrections notice of intent to purchase, the Contract Facility Contractor shall send the 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:

2.10.13.14.1 Architectural Drawings.

2.10.13.14.2 Structural Drawings and Calculations.

2.10.13.14.3 Electrical Drawings.

2.10.13.14.4 Plumbing Drawings.

2.10.13.14.5 HVAC Drawings.

2.10.13.14.6 Mechanical Calculations.

2.10.13.14.7 Domestic Water System Documentation.

2.10.13.14.8 Security Systems Drawings.

2.10.13.14.9 Fire Protection System Drawings.

2.10.13.14.10 On-site Utilities.

2.10.13.14.11 Civil Plans.

2.10.13.14.12 Complete Specifications.

2.10.13.14.13 All Addenda.

2.10.13.14.14 All Architect's Supplemental Instructions.

2.10.13.14.15 All Change Orders.

2.10.13.14.16 All Requests for Information.

2.10.13.14.17 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.

2.10.13.15 When ownership of the Contract Facility is transferred to the State of Arizona on behalf of the Department of Corrections, continuation of contracted management services shall be governed by then current law as may apply to privatization laws.

2.10.13.16 At Purchase Option execution, the Department of Corrections may request a "Management Only" per diem rate that shall be used for the remainder of the contracting period. The Contract Facility Contractor is required to list the costs elements included in the proposed "Management Only" per diem rate.

2.10.13.17 The Contract Facility Contractor shall not be guaranteed a "management-only" contract.

2.10.13.18 The Department of Corrections shall have the right, with approved legislative appropriation, to assume control and management of the prison and not contract for management services.

2.10.14 Sale of the Contract Facility If the Contract Facility Contractor wishes to sell the secure Contract Facility during the term of the Contract, to include renewal terms, the following process shall be followed:

2.10.14.1 The Contract Facility Contractor shall give the Department of Corrections 180 days to accept first option to purchase the secure Contract Facility.

2.10.14.2 In the event the Department of Corrections desires to purchase the secure Contract Facility the per diem rate paid to the Contract Facility Contractor shall reflect an adjustment in accordance with *Attachment #15, Purchase Option Prices*, to this Contract.

2.10.14.3 **The Department of Corrections has the right of approval for any sale of the facility prior to execution of the sale**. If the Department of Corrections 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 of Corrections 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.

2.10.14.4 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 of Corrections. Contract Facility management and/or security functions shall not be assigned or subcontracted.

2.10.15 Refinancing the Secure Contract Facility If the Contract Facility Contractor wishes to refinance the secure Contract Facility during the term of the Contract, to include renewal terms, the Department of Corrections shall have the right to approve the refinancing structure.

2.10.15.1 The refinancing structure shall meet all statutory requirements of A.R.S. §41-1609.01.

2.10.15.2 Prior to execution of any refinancing, the Department of Corrections reserves the right to request and review all documentation confirming the refinancing.

2.10.15.3 If refinancing causes a change in property ownership, the new Owner shall assume all obligations contained herein, and accept this Contract as is.

2.10.15.4 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 of Corrections.

2.10.15.5 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 of Corrections.

2.10.15.6 The Department of Corrections shall not provide any guarantees, warrantees, disclosures or other instruments of comfort to the Offeror or financing institution to assist in financing efforts, except as may be publicly available.

## 2.11 STAFFING

2.11.1 Provide an illustration of the deployment of the minimum staff 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 Direct Supervision model of inmate management. Additionally, the pattern shall describe how it supports a Unit Management model for the administration of custodial services. The Division Director, Offender Operations, 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 a Direct Supervision/Unit Management model for the delivery of custodial services. The Department of Corrections will determine the posts included in each level that will be used in the Contract terms, prior to any final Offer.

2.11.2 Utilizing *Attachment #5, General Staffing Pattern*, 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.

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

2.11.2.2 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 of Corrections staffing patterns that specifically address facility start-up.

2.11.2.3 The General Staffing Pattern shall list those positions funded by the per diem. Positions to include but are not limited to, security, administration, programs, food service, medical, dental, mental health, unit management, maintenance and all positions to be provided by an authorized subcontractor(s). The Offerors relief factor should be modified to meet the staffing pattern offered for consideration in the proposal. The Offeror shall identify relief factors for:

2.11.2.3.1 Five day 8 - hour posts.

2.11.2.3.2 Seven day 8 - hour posts.

2.11.2.3.3 Seven day 16 - hour posts.

2.11.2.3.4 Seven day 24 - hour posts.

2.11.2.3.5 Four day 10 - hour posts.

2.11.3 Utilizing *Attachment #6, Position Description*, Offerors shall provide a formal position description for each position indicated on the General Staffing Pattern.

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

2.11.4.1 Plan Management / Mental Health Services/Substance Abuse Service Programs.

2.11.4.2 Religious Services.

2.11.4.3 Resource Center and Legal Access Services.

2.11.4.4 Education. (Inmates requiring Special Education are required to have 3 hours daily)

2.11.5 Security staff who will be employed by the Offeror must: Be at least 21 years of age; not have a record of a felony conviction; pass a drug screening test consistent with Department of Corrections approved policy; and pass a pre-service training program equivalent to that provided by the Department of Corrections through its Correctional Officer Training Academy (COTA).

2.11.5.1 The Offeror shall require all security staff to pass a pre-employment medical, physical, and psychological examination equivalent to that provided by the Department of Corrections.

2.11.5.2 The cost for all examinations shall be borne by the Offeror.

2.11.6 If the 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 of Corrections Monitor along with a letter stating the reason for the proposed position(s).

2.11.6.1 The Department of Corrections Monitor shall forward such requests from the facility operator to the Operations Director, Contract Beds Bureau, or designee, for approval or disapproval.

2.11.6.2 If requested changes are approved, the Division Director, Offender Operations, or designee, shall advise the Department of Corrections Contracts Administration Office by written notice to replace the former Attachment #5. Contract Administration shall provide copies of the revision to all involved parties. Contracts Administration shall retire the former Attachment, but maintain it on file for documentation purposes.

2.11.6.2.1 The revised Attachment #5 shall be effective on the date of approval by the Division Director, Offender Operations.

2.11.6.3 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:

2.11.6.3.1 Expense categories impacted by adding the position(s).

2.11.6.3.2 The proposed per diem rate.

2.11.6.3.3 If the requested change(s) results in an increase or decrease to the per diem rate, a formal written amendment shall be required.

2.11.7 Staff Training. Training equivalent to that of the Department of Corrections shall be required for all 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 secure facility.

2.11.7.1 The Offeror shall receive Department of Corrections training information to include curricula, lesson plans, computer disks, etc.). This information is considered proprietary. The 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:

2.11.7.1.1 Training materials are substituted or deleted during the term of the Contract. Copies of said changes shall be provided to the facility operator.

2.11.7.1.2 The Contract expires.

2.11.7.1.3 The Contract is terminated.

2.11.7.2 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.

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

2.11.8.1 Lesson plans for all subject areas shall be submitted to the Operations Director, Contract Beds Bureau 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. Training topics shall include the principles and practical application of Direct Supervision/Unit Management. All courses shall be taught in accordance with Department of Corrections provided curricula and lesson plans.

2.11.9 Pre-Service Non-Security Training. Department of Corrections 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 have completed the training titled Communicable Disease, Correctional Analysis and Response to Emergencies (CARE) which includes Basic Life Support (BLS) and First Aid training within sixty (60) days after their date of hire.

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

2.11.11 COTA Videotapes. The Department of Corrections shall provide the facility operator , at no cost, copies of video tapes, CD's or DVD's used for staff training purposes.

2.11.12 In-Service Training. The 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.

2.11.12.1 The facility operator shall provide the Department of Corrections Monitor with the secure facility's in-service training plan by November 15th of each calendar year. Any necessary training resulting from Department of Corrections policy change shall be incorporated into the Annual Training Plan at no cost to the Department of Corrections. The Annual Training Plan shall be submitted in the following format:

2.11.12.1.1 Work plan introduction.

2.11.12.1.2 Institutional demographics.

2.11.12.1.3 Needs assessment:

2.11.12.1.3.1 Line staff needs.

2.11.12.1.3.2 Supervisor / Manager needs.

2.11.12.1.3.3 Department of Corrections needs and mandates, including required training.

2.11.12.1.3.4 Institutional needs and mandates.

2.11.12.1.4 Annual calendar for training activities, by month and topic.

2.11.12.1.5 List of certified instructors with a list of topics each will teach.

2.11.12.1.6 Training recommendations.

2.11.12.1.7 Approval / signature page.

2.11.12.2 The Operations Director, Contract Beds Bureau, or designee, in conjunction with the Department of Corrections Bureau Administrator, Staff Development & Training Bureau, shall respond in writing to the facility operator indicating approval or disapproval of training material within thirty (30) days after receipt of the information.

2.11.12.3 If any proposed training segment is disapproved, reasons for such disapproval shall be stated. The facility operator shall make required changes and resubmit the proposed training segment within thirty (30) days after receipt of the disapproval.

2.11.12.4 The Offeror shall identify all armed posts consistent with the proposed staffing pattern and provide a plan for firearms training to ensure coverage.

2.11.12.5 The selected facility operator shall be required to provide firearms training to a selected number of Security Officers to assure that sufficient coverage is available to meet the transportation requirement as specified in Department of Corrections Order 705, Inmate Transportation.

2.11.12.6 The facility operator shall establish and maintain all staff training records in accordance with direction given by the Department of Corrections.

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

2.11.13.1 Certification shall be by one of the following:

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

2.11.13.1.2 Arizona Department of Corrections.

2.11.13.1.3 Other: As approved by the Department of Corrections.

2.11.13.2 The Department of Corrections, if requested, may provide instructor certification training at a place and time determined by the Department of Corrections. Requested training shall be within a reasonable period of time. Participation by facility operator's staff shall remain at the discretion of the Department of Corrections.

2.11.14 Staff Instructors. If an instructor has proven previous experience in staff instruction, either within or outside the state of Arizona, the instructor must attend and successfully complete a 4 hour instructor training program conducted by the Department of Corrections in order to be recommended for certification. An evaluation by the Department of Corrections is required every year for all instructors to maintain certification, in addition to completing a 2 hour instructor refresher training program.

2.11.15 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.

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

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

2.11.16.2 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. 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 of Corrections institution prior to performing assigned work tasks at the facility.

2.11.16.3 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. Facility operator staff assigned to inmate banking activities may be required to participate in one week of on-job-training at a Department of Corrections institution prior to performing assigned work tasks at the Contract Facility.

2.11.16.4 As requested or needed, the Department of Corrections 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 of Corrections. The facility operator shall maintain inmate trust accounts on an Inmate Record System in accordance with DO 905, Inmate Banking/Money System.

2.11.17 Inmate Systems. The Department of Corrections shall furnish applicable technical manuals and/or curricula to the facility Warden. Technical manuals and/or curricula shall be used by the facility operator in the provision of training to replacement staff, or as refresher training.

2.11.17.1 The Department of Corrections on-site Monitoring staff shall provide initial training to designated facility operator staff in the following inmate systems:

2.11.17.1.1 Classification. Instruction enables assigned facility operator staff to acquire a basic understanding of the Department of Corrections inmate classification system, levels of custody, etc.

2.11.17.1.2 Disciplinary. 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.

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

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

2.11.17.2 The Department of Corrections shall provide re-training to designated facility operator staff when there is a change to the operation of an inmate system.

2.11.18 The facility operator shall maintain a sufficient number of back-up staff to perform work required in specialty and inmate system areas. Experienced 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 facility operator to provide the required staff or the required training may result in an Event of Default against the facility operator.

2.11.19 Designated Department of Corrections staff experienced in specialty areas of prison operations and inmate systems shall be available, if requested by the facility operator, to assist in training or problem remediation. If Department of Corrections staff are requested to provide specialty or inmate systems instruction, or if the Department of Corrections must intervene to remediate problems, the facility operator shall reimburse the Department of Corrections.

2.11.19.1 The facility operator shall reimburse the Department of Corrections for staff time and any other associated costs, e.g., travel expenses and overtime (as such costs are applicable) for specialty training. See section 2.16.6 for cost information and Invoicing Procedures..

2.11.20 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 of Corrections shall provide instruction to designated facility operator staff, as requested or needed, for remediation purposes as determined by the Department of Corrections, relative to the management of inmate "dedicated discharge accounts."

2.11.20.1 The Department of Corrections shall reimburse the facility operator for discharge allowance paid to eligible inmates in accordance with Department of Corrections Order 905, Inmate Banking/Money System.

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

2.11.21 The facility operator shall hold the Department of Corrections harmless from liability claims of third parties arising from the Department of Corrections participation in staff training procedures.

## 2.12 CORRECTIONAL SERVICES

2.12.1 Security Activities. The Offeror shall provide at time of offer a written plan or methodology to handle the following security related activities:

2.12.1.1 Control of Yard Activities and Inmate Movement.

2.12.1.2 Inmate Accountability and Counts, to Include Inmate Programs.

2.12.1.3 Perimeter Control, Patrols, and Surveillance.

2.12.1.4 Internal Communications; Logs and Records.

2.12.1.5 Inspections.

2.12.1.6 Inmate Work / Program Assignment Tracking.

2.12.1.7 Security Equipment Storage and Access.

2.12.1.8 Inmate Drug Testing.(in accordance with Department Order 709, Substance Abused Detection and Control)

2.12.1.9 Key Control.

2.12.1.10 Tool Control.

2.12.1.11 Critical Incidents / Emergency Management

2.12.1.12 Compliance with Prison Rape Elimination Act (PREA) and Constitutional Rights of Institutionalized Persons Act (CRIPA)

2.12.1.13 Direct Supervision / Unit Management.

**2.13. PROVIDE A PLAN AND DESCRIBE THE FOLLOWING AREAS IN OFFER SUBMISSION:**

2.13.1 Management Information Systems. Department of Corrections standards place data entry requirements on various inmate program/service areas. In addition, some program/service areas shall 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 of Corrections shall permit the facility operator limited access to AIMS to allow the facility operator to input specific information. Data contained in the Department of Corrections AIMS system shall not be downloaded to the facility operator's information system. The facility operator shall be required to provide necessary hardware and modems to access AIMS, in accordance with Specification #3, Service Specification Contract Facility Objective III, of this Solicitation.

2.13.1.1 Management Information Systems - Describe data processing services, equipment and resources intended to be available to collect the same data contained in existing Department of Corrections automated information systems, i.e., hardware, access, software, security, quality control.

2.13.1.2 Upon direction from the Department of Corrections, the facility operator shall provide data transmission lines, systems and hardware to accommodate electronic records management, to include Tele-medicine without cost to the Department of Corrections.

2.13.1.3 Prior to AIMS access, the facility operator shall ensure the Department of Corrections receives the name of any employee whose work responsibilities require using AIMS so security password clearance can be authorized. Identified staff may be required to attend training provided by the Department of Corrections relative to the basics of AIMS.

2.13.1.4 Designated Department of Corrections staff shall perform periodic audits relative to AIMS system access.

2.13.1.5 The facility operator shall utilize the same computer software and version utilized by the Department of Corrections when reporting to or providing information to the Department of Corrections and shall have Internet capability to facilitate electronic communications. In the event the Department of Corrections changes its computer platform, the facility operator shall change to comply with the Department of Corrections Data Management System and Technology, without cost to the Department of Corrections.

2.13.2 Trust Accounts / Banking Activities. In accordance with Department of Corrections Order 905, Inmate Banking / Money System, the facility operator shall be required to use the Department of Corrections Inmate Banking System.

2.13.2.1 The facility operator shall be accountable for inmate banking transactions from the date of receipt of an inmate until the date the inmate is:

2.13.2.1.1 Returned to a State prison.

2.13.2.1.2 Transferred to another facility under Contract with the Department of Corrections and the account is transferred to the inmate's new location.

2.13.2.1.3 The inmate is released and the account is closed.

2.13.2.2 The 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:

2.13.2.2.1 Inmate assignments and pay.

2.13.2.2.2 Inmate trust account balances.

2.13.2.2.3 Inmate control.

2.13.2.2.4 Inmate commissary sales.

2.13.2.3 The facility operator shall be responsible for supplying the account technician with the equipment, i.e. computer(s), printer(s), etc., needed to perform inmate banking functions.

2.13.2.4 The facility operator shall provide adequate cross-training to ensure back-up staff are available in the absence of the account technician.

2.13.2.5 Records relative to inmate trust accounts shall be maintained for five (5) years after Contract termination or expiration.

2.13.3 Files/Records. ***All documents are considered to be State of Arizona property.*** The 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.

2.13.3.1 The Department of Corrections shall deliver "special purpose records" to the secure 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 of Corrections institution file, is subject to the same privacy and security regulations as the official Master Record File.

2.13.3.1.1 The facility operator shall only have access to pre-sentence reports and NCIC, ACIC, and Computerized Criminal History (CCH) information as required.

2.13.3.2 The “special purpose records” shall be transferred through the correctional system with the inmate. The facility operator shall be required to maintain such records in good order and in the format required by Department of Corrections Written Instructions.

2.13.3.3 Upon an inmate's release from the secure facility either by transfer to a Department of Corrections institution, or by release to the community, the records shall be returned to the Department of Corrections of Corrections.

2.13.3.4 All files are to be maintained in a locked and secure area with limited access provided in accordance with Department of Corrections Written Instructions.

2.13.3.5 The facility operator shall be responsible for all costs to duplicate or obtain Department of Corrections forms used in such special purpose records.

2.13.3.6 The 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 or hard copy), other than those specifically authorized by Department of Corrections Written Instructions, is prohibited.

2.13.4 Plan Management. Offerors shall provide with their proposal a detailed description of Plan Management organization and related services to be provided to the inmate(s) consistent with Department of Corrections Written Instructions. Inmates shall be provided Plan Managers and services according to correctional plans when the system comes on line in 2007.

2.13.4.1 Instruction shall be specific to duties and responsibilities equivalent to those performed by the Department of Corrections position classified as Correctional Officer III. (See definition of term to understand services delivery system.)

2.13.5 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 facility operator, i.e., licensure, certification, insurance, performance consistent with the terms of the Contract, etc.

2.13.5.1 The facility operator shall utilize either the Department of Corrections of six week cyclical menu (the currently used Department of Corrections of Corrections menu consistent with the Department of Corrections Standard Nutritional Guidelines) or an alternative menu approved by the Department of Corrections. The cyclical menu and specifications are included in the materials available to interested Offerors.

2.13.5.2 Three (3) meals (breakfast, lunch, dinner) shall be provided to assigned inmates each day. Two (2) meals each day shall include hot foods. Appropriate equipment necessary to supply the two hot meals per day shall be maintained by the facility operator/subcontractor.

2.13.5.3 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 of Corrections.

2.13.5.4 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 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.

2.13.5.5 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 of Corrections is assured a need for special foods/diets continues to exist.

2.13.5.6 Prior to initial delivery of food services and at least once each year training with facility operator staff for the preparation and provision for special diets shall be required during the term of the Contract and any period of renewal. The facility operator shall reflect the Department of Corrections food services standards, guidelines and specifications included in the materials available to interested Offerors.

2.13.5.7 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 facility operator.

2.13.5.8 All food products received from vendors shall be date stamped and labeled. The facility operator shall ensure products will be used by the appropriate expiration date.

2.13.5.9 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.

2.13.5.10 The Offeror shall provide written procedures for key and kitchen tool control.

2.13.5.11 First-aid equipment and supplies shall be maintained in all food production and service areas.

2.13.5.12 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 Arizona Department of Corrections of Health Services.

2.13.5.13 The 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:

2.13.5.13.1 Number of meals prepared.

2.13.5.13.2 Number of meals served.

2.13.5.13.3 Amount of waste.

2.13.5.13.4 Economy of food usage.

2.13.5.13.5 Inmate complaints regarding food service.

2.13.5.13.6 Quality of food content.

2.13.5.13.7 Menu content.

2.13.5.13.8 The per meal cost.

2.13.5.14 The completed evaluation shall be provided to the Department of Corrections Monitor.

2.13.5.15 The facility operator shall have the following option during the term of this Contract, or any renewal thereof.

2.13.5.15.1 If viable and cost effective, based on the outcome the facility operator's annual evaluation, the facility operator may discontinue subcontracted food services and assume responsibility for provision of services using the facility operator's own food service resources.

2.13.5.15.2 Any cost reduction due to the facility operator's operation of the food service program shall be made in accordance with A.R.S. §41-1609.01.

2.13.5.16 If the 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.

2.13.5.17 If the facility operator does not exercise the above option and an annual evaluation supports the need for a cost decrease, the facility operator shall provide the Department of Corrections Monitor with a completed revised Fee Schedule and Budget Narrative.

2.13.5.17.1 An explanation for the decrease and the resultant per diem rate shall be provided by the facility operator.

2.13.5.17.2 The Department of Corrections Monitor shall forward the request and explanation to the Operations Director, Contract Beds Bureau, or designee for review.

2.13.5.18 A reduction or increase in the per diem rate shall be approved by the Division Director, Offender Operations, or designee. The Division Director, Offender Operations, or designee, shall provide written notice to the Department of Corrections Contracts Administration Office to develop a formal Amendment to identify the reduction or increase in the per diem rate.

2.13.5.18.1 Upon Amendment execution, Contracts Administration shall provide executed copies to all involved parties. The effective date of the new per diem rate shall be retroactive to the date the Division Director; Offender Operations approved the reduction or increase.

2.13.6 Restricted Diets. Names of inmates authorized by the health staff or a recognized representative of a religious faith to receive restricted diets shall be maintained on a list.

2.13.6.1 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.

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

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

2.13.7 Education. The Facility operator shall consistent with the inmate assessment and corrections plan provide education services in accordance with Department of Corrections Written Instructions, and the requirements set forth in Specification #3, Service Specification Contract Facility, of this RFP.

2.13.7.1 The 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 and State Educational System For Persons In The State Department of Corrections.

2.13.7.2 The secure Contract Facility located within the State of Arizona shall have instructors certified by the State of Arizona Department of Education (DOE) and they shall meet the Department of Corrections hiring requirements for academic instruction. Instructors shall be certified prior to initiation of educational services.

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

2.13.7.3 The Facility operator shall provide General Equivalency Diploma (GED) instruction for assigned inmates. The Facility operator shall ensure the availability of a certified GED tester at no cost to the Department of Corrections.

2.13.7.4 The Department of Corrections 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 secure facility.

2.13.7.4.1 Assigned inmates who score below an 8.0 grade level shall be provided a Basic Skills Remediation course as a prerequisite to entry into GED preparation. Classes shall be conducted by a certified instructor.

2.13.7.4.2 Participation in the following educational components shall be open-entry / exit, and self-paced:

2.13.7.4.2.1 Adult Basic Education.

2.13.7.4.2.2 Special Education as defined by the Federal Government.

2.13.7.4.3 Participation in the following educational components shall be open-entry/exit, self-paced, individualized, and y-based. The classes shall be conducted by the facility operator's substance abuse treatment provider and shall be mandatory for all inmates:

2.13.7.4.3.1 Life Skills.

2.13.7.4.3.2 Release Preparation.

2.13.7.5 Inmates shall not be paid for participating in educational programs.

2.13.8 Religious Services. Religious services shall be provided for all assigned inmates in accordance with DO 904, Inmate Religious Activities/Marriage Requests. Religious services shall be provided seven (7) to ten (10) times per week; A/Non-Denominational Protestant Services: Two (2) to three (3) times per week; B/Roman Catholic Services; One (1) to two (2) times per week; C/Other religious services; Four(4) to five(5) times per week. The facility Chaplaincy may utilize qualified volunteers as religious providers. In facilities with an average daily population of 700 inmates there shall be a full time Chaplain (or Chaplains).

2.13.8.1 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 of Corrections approval must be obtained prior to initiation of religious services.

2.13.8.2 The Facility operator shall submit a current resume from the proposed service provider. The service provider shall have the following qualifications:

2.13.8.2.1 Two (2) years of Ministerial experience as a Pastor, Rabbi, Priest/Deacon, Nun or other clergy practitioner; and

2.13.8.2.2 Ordination or certification by a recognized ecclesiastical body with written approbation and endorsement.

2.13.9 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.

2.13.9.1 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.

2.13.9.2 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.

2.13.10 Inmate Work Programs. Inmates assigned to the secure facility shall be required to be in compliance with A.R.S. §31-251, Hard labor required of prisoners; labor classification; definition. The Department of Corrections expects all inmates be employed or in approved programming.

2.13.10.1 The facility operator shall be responsible for ensuring the provision of medical services for injuries or illnesses incurred by inmates while participating in work programs on-site or off-site.

2.13.10.1.1 Emergency medical services required due to an injury or illness that occurs at a contracted work-site may be provided for or arranged by the contracting entity in order to protect the life or limb of an inmate(s).

2.13.10.1.2 The contracting entity shall notify the facility Warden, or designee, as soon as is practical.

2.13.10.1.3 The facility Warden shall provide immediate verbal notification to the Department of Corrections Monitor.

2.13.11 On-Site Inmate Work Assignments. The facility operator shall implement on-site work programs to provide jobs within the secure facility for assigned inmates. Ideally, inmate jobs shall be relevant to the inmate's re-entry into the community. The facility operator shall provide programs and/or employment for 100% of the program eligible inmates within two years.

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

2.13.11.2 The term "on-site" may mean work performed within the buildings of the facility, or work performed on the grounds of the facility, either within the secure perimeter or outside the secure perimeter fence, on land surrounding the facility and owned and/or managed by the facility operator.

2.13.11.3 The Department of Corrections Monitor shall approve the jobs identified within the secure facility. Allocation of jobs shall be determined by skill level to ensure that each job is in compliance with Department of Corrections objectives regarding pay and work assignments.

2.13.11.4 After initial approval of jobs, skill levels and wages changes shall not be initiated by the facility operator without the prior written approval of the Department of Corrections Monitor.

2.13.11.5 Inmates performing work on facility grounds, whether inside or outside the secure perimeter, shall be supervised in accordance with the facility operator's institutional and post orders and Department of Corrections Instructions.

2.13.11.6 During the term of this contract, the facility operator shall process inmate time sheets, as shown by *Attachment #14, Inmate Time Sheet For Work Activities*, on a bi-weekly basis (once every two (2) weeks). See 14, Invoicing/Payments, 14.5, for procedure.

2.13.11.7 The Department of Corrections Monitor may request additional information from the facility operator to verify on-site work programs are meeting the intent of A.R.S. §31-251.

2.13.12 Off-Site Inmate Work Assignments. Consistent with Department of Corrections Written Instructions and applicable statutes, selected inmates may provide labor in adjacent communities under the

authority of third-party Contracts executed between and among the Department of Corrections, the facility operator and other public or contract entities.

2.13.12.1 The Department of Corrections Contracts Administration, in cooperation with Contract Beds Bureau, shall be responsible for the development, finalization and maintenance of all Inmate Work Contracts.

2.13.12.2 The facility operator is expected to seek prospective community contractors and make such interest known to the Department of Corrections Monitor for Department of Corrections consideration.

2.13.12.3 The facility operator shall be responsible, as required under the terms of each Inmate Work Contract and Department of Corrections Order 713, Levels of Supervision For Inmates, Paragraph 713.02, to provide security supervision, checking (periodic observation of inmates), transportation, lunches, etc., for work activities.

2.13.12.3.1 The facility operator shall be responsible for conducting weekly work-site inspections of all outside work crews.

2.13.12.3.2 The Department of Corrections may negotiate that transportation and supervision of inmates be the responsibility of the third-party Contractor.

2.13.12.4 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 facility operator should be prepared to provide inmate transportation and work site supervision.

2.13.12.5 If a third party contracts for inmate labor, whether 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.

2.13.12.5.1 The facility operator shall receive payment from each contracting entity for inmate labor provided.

2.13.12.5.2 Payments received shall be verified by the 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.

2.13.12.6 The Department of Corrections bears no monetary obligation to the Contractor, or any other entity, for reimbursement of inmate wages earned under the authority of third-party Contracts.

2.13.13 Welfare and Benefits Fund (W&B Fund). The secure facility shall have a W&B Fund to be used for the benefit of assigned inmates. The account shall be funded from profits resulting from the sale of commissary goods and from revenues received from the Department of Corrections vendor for the inmate telephone system.

2.13.13.1 The W&B Fund shall be managed in a manner identical to the manner in which the Special Services Fund is managed by the Department of Corrections and consistent with the provisions of Written Instructions which govern the Special Services Fund.

2.13.13.2 Revenues generated from use of the inmate telephone system shall be forwarded from the Department of Corrections to the facility operator for deposit in the W&B Fund.

2.13.13.3 Net income from the sale of commissary goods shall be disbursed to the W&B Fund as shown under Inmate Commissary. To the extent that funds are available, costs for the operation of the inmate commissary may be paid from the W&B Fund, e.g., salary costs of a Commissary Manager, equipment required to provide commissary goods to inmates such as ice machines, freezers, etc.

2.13.13.4 Ninety (90) days prior to acceptance of the first inmate, the facility operator shall submit written institutional orders for Department of Corrections approval supporting the management of the W&B Fund, to include directions relative to the use of a competitive bidding process for purchases from the W&B Fund.

2.13.13.5 Major purchases with W&B Funds shall require the use of a sealed bidding process that conforms to standard practices. Major purchases are defined as:

2.13.13.5.1 Purchases estimated to cost from $1,001 to $5,000 which shall require multiple verbal or written quotations shall be considered inventorial equipment.

2.13.13.5.2 Purchases estimated to cost in excess of $5,000, shall be considered capital equipment.

2.13.13.6 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.

2.13.13.7 During the term of the Contract, the Department of Corrections shall review all proposed expenditures from the W&B Fund to ensure compliance with related Department of Corrections Written Instructions and to assure that security and safety issues are not compromised by a proposed purchase. Such review by the Department of Corrections shall not be considered to be an approval of any purchase, or of any fiscal issues relating to the W&B Fund.

2.13.13.8 Financial reports required by Department of Corrections Written Instructions shall be provided to the Department of Corrections Chief Financial Officer, Financial Services Bureau. A copy of each report shall be provided to the Department of Corrections Monitor.

2.13.13.9 In the event of Contract termination or in the event the Department of Corrections does not exercise the Purchase Option and allows the Contract to expire, all remaining funds, deposited in the facility's W&B Fund, and inventory equipment, which was purchased with W&B funds, shall be transferred to the Department of Corrections.

2.13.13.9.1 A closeout Special Services Fund Report shall be provided to the Department of Corrections 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

2.13.13.10 On an annual basis, for the initial term of this Contract and any renewal thereof, the financial status of the W&B Fund shall be reviewed by the facility operator and the Department of Corrections 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, to include renewals. Said mutual agreement shall be finalized by formal amendment signed by involved parties as coordinated by the Department of Corrections Contracts Administration Office when directed to do so by written notification from the Operations Director, Contract Beds.

2.13.13.11 The effective date of per diem reduction shall be retroactive to the date of approval by the Division Director, Offender Operations.

2.13.14 Commissary. Inmates shall have access to a commissary for purchase of goods. The facility operator shall provide the ADC with a list of all items that will be provided to ADC inmates. Items sold in the commissary shall include items listed in Department of Corrections Order 909 Attachment A. Prices offered to ADC shall be comparable to prices offered to ADC inmates in existing ADC facilities and subject to approval by the Department of Corrections. The facility operator shall review Attachment A prior to the acceptance of the first ADC inmate and shall notify the Contract Beds Bureau of any items that do not meet the contractor's facility security requirements. ADC inmates shall not be authorized to purchase any appliances, hobby-craft items, or personal items that do not meet the specifications of 909 Attachment A.

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

2.13.14.1.1 Fifty percent (50%) for reimbursement to the facility operator for initial commissary capitalization (interest free).

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

2.13.14.1.3 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.

2.13.15 Telephone System. Inmates assigned to the secure facility shall have access to an inmate telephone system. The Offeror shall provide the name of the telephone system vendor and a description of the system, services and rates available to ADC inmates.

2.13.15.1 The contractor shall utilize the telephone system and vendor used by the Department of Corrections.

2.13.15.2 Revenues generated from the use of the inmate telephone system shall be directed from the vendor to the facility operator for deposit in the Welfare and Benefits Fund (W&B Fund), to be used for the benefit of assigned inmates. Funds shall be distributed the same as Commissary funds.

2.13.15.3 At least ninety (90) days prior to acceptance of the first inmate, the facility operator shall submit written institutional orders for Department of Corrections approval regarding the provision of the inmate telephone system, to include use of revenues generated, if applicable.

2.13.16 Utility Fees. A.R.S. §31-239 requires inmates who possess at least one major electrical appliance to pay a monthly fee, as determined by the Department of Corrections. The facility operator shall comply with the referenced statute and ensure payment to the Department of Corrections in accordance with Department of Corrections Written Instructions. The Department of Corrections shall ensure the facility operator is aware of the lawful fee per month charged to inmates under the authority of A.R.S. §31-239.

2.13.16.1 The facility operator shall submit a monthly check to the Department of Corrections for monies paid by inmates for monthly utility fees. See 14, Invoicing/Payments, 14.7, for procedure.

2.13.17 Inmate Clothing. Clothing worn by inmates, to include replacement clothing, shall be provided by the facility operator in accordance with Department of Corrections Written Instructions.

2.13.17.1 All costs for inmate clothing shall be borne by the facility operator.

2.13.17.2 The Department of Corrections shall provide discharge allowance for clothing to eligible inmates in accordance with Department of Corrections Written Instructions.

2.13.17.3 The inmate commissary shall stock replacement clothing listed in 909A.

2.13.18 Arizona Correctional Industries (ACI). The secure facility operator shall purchase the following products manufactured and/or produced by ACI:

2.13.18.1 Bakery. This prison operation produces and delivers bakery products for all Department of Corrections prisons throughout Arizona.

2.13.18.2 Institutional and Office Furniture. This ACI operation manufactures a full range of furniture and case goods from standard products to custom-made furniture.

2.13.18.3 Clothing. This ACI operation manufactures all inmate required clothing.

2.13.18.4 Bedding. This ACI operation produces all bedding and consumable products (pillows, sheets, mattresses, blankets, towels, wash cloths and pillowcases).

2.13.18.5 Commodity Products. This ACI operation manufactures cardboard boxes and plastic bags.

2.13.18.6 Signage. This ACI Operation manufactures all regulatory signs and indoor signage (including office signs, name signs).

2.13.18.7 Forms. This ACI Operation produces all standard cycle printing forms.

## 2.14. HEALTH SERVICES

2.14.1 Inmate Health Care. Offerors shall provide a full range of inmate health care including but not limited to initial health screening as required, routine and emergency medical services, ophthalmologist and optometrist, dental and pharmaceutical health services, mental health services, outpatient and inpatient hospital services, routine x-ray and laboratory services. Procedures shall be developed/provided in accordance with Department of Corrections Written Instructions and existing Department of Corrections standards of care, approved protocols, and Occupational Safety and Health Administration (OSHA) compliance regulations (see Specification #3, Service Specification Contract Facility). Inmate health services contractor shall provide a Comprehensive Health Care Plan (CHCP) and shall meet the current National Commission of Correctional Health Care (NCCHC), Standards for Medical Health Services in Prisons (2003). The Contractor shall assume all health care related costs.

2.14.1.1 In accordance with A.R.S. §31-201.01, Duties of the director; tort actions; medical treatment costs; state immunity; definitions, and Department of Corrections Order 1101,

Inmate Access to Health Care, inmates shall pay a fixed fee for health care services received, as determined by the Department of Corrections.

2.14.1.1.1 The Facility operator shall submit a monthly check to the Department of Corrections for monies paid by inmates for health care services received the previous month. See 2.15, Invoicing/Payments, for procedure.

2.14.1.2 Health care services shall be provided by the Facility operator's staff or by a qualified subcontractor. The subcontractor must be approved by the Department of Corrections Administrator, Health Services, or designee, prior to initiation of service delivery and shall be subject to the same obligations as the Facility operator, i.e., licensure/certification, performance, insurance, etc. All health care professionals, including technicians, must be licensed or certified in accordance with Arizona Revised Statutes or their respective State Regulatory Board... (See Service Specification #3, Service Specification Contract Facility, of this RFP.)

2.14.1.2.2 Inmate Health Services shall meet the provisions of the Comprehensive Health Care Plan (CHCP) and the National Commission of Correctional Health Care (NCCHC), Standards for Medical Health Services in Prisons (2003) within three years of receiving the first inmate. Provide evidence of compliance with Standard/Licensure requirements as prescribed by the Health Services section and Specification #3, Service Specifications, Contract Facility, of this Solicitation.

2.14.1.3 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.

2.14.1.4 There must be designated health care areas within the secure facility where medical care can be administered in a manner permitting 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.

2.14.1.5 Inmate access to routine health care shall be available a minimum of five days per week. Inmates in detention status shall have non-emergency health care available seven (7) days per week. Procedures to accomplish immediate (emergency) referral to a medical, dental or mental health provider shall be available.

2.14.1.6 The Substance Abuse Treatment Program shall assist inmates in changing patterns of thought, feelings and actions, consistent with their assessed need and correction plan, 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.

2.14.1.6.1 Inmates in need of substance abuse treatment programming shall be placed into the appropriate level of programming as determined by an assessment process. The ADC Health Services with the assistance of the contactor shall also refer inmates for substance abuse treatment. These inmates may be given priority status as indicated by ADC Health Services

2.14.1.6.2 The Substance Abuse Treatment services shall be provided by the Facility operator's staff or by a qualified subcontractor. The entity providing the Substance Abuse Treatment Program shall be licensed by the State of Arizona, Department of Health Services, and Behavioral Health Services

Division, as required in Arizona Administrative Code, Title 9, and Chapter 20. In addition, each clinical employee of the provider shall be a Licensed Independent Substance Abuse Counselor (LISAC) as recognized by the Arizona Board of Behavioral Health Examiners.

2.14.1.6.3 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 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 be able to function as a Nursing Director.

2.14.1.7 Staffing patterns for providers (physician, nurse practitioner, physician assistant or psychiatrist) of health services to include ophthalmologist and optometrist, dental and mental health services shall ensure waiting periods are within acceptable industry standards. Medical and dental health providers shall be available per facility for scheduled appointments a minimum of two (2) days per week. The staffing plan shall include five (5) hours of on-site physician time for each 100 inmates housed in the secure Contract Facility. Medical, dental and mental health service providers shall be on-call and available, twenty-four (24) hours per day, seven (7) days per week for coverage in emergency situations.

2.14.1.8 If waiting times, as determined by the Department of Corrections, Health Services, or designee, are excessive, the Offeror shall increase the availability of providers to ensure that waiting times are at acceptable levels. Any costs associated with increased availability of health providers shall be borne by the Facility operator.

2.14.1.9 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 **time by land conveyance** from the Contract Facility. Preference shall be given to those Offerors whose hospital facilities are close to the Contract Facility. Inmates requiring hospitalization must be admitted to a hospital facility which can meet the level of security consistent with Department of Corrections classification requirements. Contracts for hospital services shall be executed between the selected 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

2.14.1.10 Emergency transportation equipped to handle at least 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 on-site if projected transport time **by land conveyance** exceeds thirty (30) minutes to emergency care facilities.

2.14.1.11 The Facility operator shall provide twenty-four (24) hour emergency healthcare as outlined in a written plan approved by the Department of Corrections. The written plan shall include, but need not be limited to the following:

2.14.1.11.1 Emergency evacuation, when necessary.
2.14.1.11.2 Emergency on-call physician.
2.14.1.11.3 Psychiatric.
2.14.1.11.4 Non-Psychiatric mental health services
2.14.1.11.5 Dental services
2.14.1.11.6 Security procedures for the immediate transfer of inmates, when necessary.

2.14.1.12 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 Facility operator's primary medical care provider shall participate in the Department of Corrections Health Services Provider Orientation Program.

2.14.1.13 The Facility operator shall provide quality assurance and utilization review activities and processes relative to the delivery of inmate health services.

2.14.1.14 Statistical data relative to the use of Contract Facility health services by inmates shall be maintained by the Facility operator who shall prescribe the collection of basic health, mental health and dental service information, utilization summary, program cost and time distribution data.

2.14.1.15 Members of the Contract Facility Providers group shall consider for referral of inmates who require specialty services.

2.14.1.16 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.

2.14.1.16.1 Denial information shall be provided within 5 working days

2.14.1.16.2 The denial shall be documented on the Department of Corrections Outside Medical Referral form.

2.14.1.17 Procedures shall be developed in accordance with Department of Corrections Written Instructions and existing ADC standards of care, approved protocols, and Occupational Safety and Health Administration (OSHA) compliance regulations (see Specification #3, Service Specification Contract Facility). A list of the written procedures shall be submitted at time of submission of offer.

2.14.1.18 The Offeror shall Describe Inmate Medical Health Services for the following:

2.14.1.18.1 Access to Health Care.
2.14.1.18.2 Administrative Meetings and Reports.
2.14.1.18.3 Communication of Special Needs Patients.
2.14.1.18.4 Comprehensive Quality Improvement Program.
2.14.1.18.5 Confidentiality of health Records and Health Information.
2.14.1.18.6 Continuing Education for Qualified Health Services Personnel.
2.14.1.18.7 Credentialing Handling of Daily Non-emergency Medical Requests and Sick Call.
2.14.1.18.8 Dental Care.
2.14.1.18.9 Direct Orders.
2.14.1.18.10 Emergency Services.
2.14.1.18.11 Environmental Health and Safety.
2.14.1.18.12 Health Assessment.
2.14.1.18.13 Health Evaluation of Inmates in Disciplinary Segregation.
2.14.1.18.14 Health Record Format and Contents.
2.14.1.18.15 Infection Control Program.
2.14.1.18.16 Information on Health Services.
2.14.1.18.17 Inmate Workers.
2.14.1.18.18 Medical Autonomy.
2.14.1.18.19 Medical Training for Correctional Officers.

2.14.1.18.20 Medication Administration Training.
2.14.1.18.21 Mental Health Assessment.
2.14.1.18.22 Pharmaceuticals.
2.14.1.18.23 Policies and Procedures.
2.14.1.18.24 Responsible Health Authority.
2.14.1.18.25 Sharing of Information.
2.14.1.18.26 Special Needs Treatment Plans.
2.14.1.18.27 Transfer Screening.

2.14.2 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.

2.14.3 Mental Health. All Mental Health staff shall be licensed or certified in accordance with Arizona State Statues and Department of Corrections Written Instructions.

2.14.4 Within the secure facility and consistent with the inmate's assessed needs and correction plan in 2007 there must be contract health care areas where mental health treatment can be conducted in a manner permitting confidential communication between the inmate patient and the mental health professional. Sufficient dedicated mental health programming space must be available to provide the level of mental health service specified, including assessment/interview rooms, group rooms and recreation areas.

2.14.4.1 Offerors shall ensure that mental health services/evaluations be provided, including individual therapy, group therapy, and crisis intervention.

2.14.4.2 Offerors shall submit a written procedure for suicide watch and provide a detailed plan for suicide prevention

2.14.4.3 Within 24 hours following admission to the Contract Facility, each inmate shall receive an initial assessment by mental health staff. All inmates shall receive a detailed written evaluation by qualified mental health professionals within fourteen (14) calendar days of admission. The results of the assessments shall become a part of the inmate's medical record.

2.14.4.4 A qualified mental health professional includes a Psychiatrist, Psychologist, Psychiatric, 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. All mental health professional must have required local/ state licensure.

2.14.4.5 The Facility operator shall identify any inmate(s) who requires inpatient psychiatric hospitalization after assignment to the secure Contract Facility. The Facility operator shall advise the Department of Corrections Monitor who shall coordinate appropriate action with the Department of Corrections Mental Health Program Manager, Counseling and Treatment Services Administrator or designee.

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

2.14.5.1 Medications prescribed by the health care provider shall comply with the Department of Corrections formulary.

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

2.14.5.3 Written records of all medications issued shall be maintained by the Facility operator in accordance with A.R.S. §35-214. These records shall include:

2.14.5.3.1 The inmate's name and Department of Corrections identification number.
2.14.5.3.2 Location of the inmate.
2.14.5.3.3 Name of the medication.
2.14.5.3.4 Doctor prescribing the medication.
2.14.5.3.5 Date and time of issuance.
2.14.5.3.6 Name or initials of pharmacist filling the prescription.
2.14.5.3.7 Directions.
2.14.5.3.8 Quantity of medication administered.

2.14.5.4 The following permanent documentation shall be maintained in the health record relative to prescribed medications:

2.14.5.4.1 The inmate's name and Department of Corrections identification number.
2.14.5.4.2 Location of the inmate.
2.14.5.4.3 Name of the medication.
2.14.5.4.4 Name of health staff administering the medication.
2.14.5.4.5 Date and time medication was administered.
2.14.5.4.6 Quantity of medication administered.
2.14.5.4.7 Route of administration.
2.14.5.4.8 Directions.
2.14.5.4.9 Refusal Slips.
2.14.5.4.10 Informed consent forms appropriate to certain drugs.

2.14.6 Medical Files/Records. *All documents are considered to be Department of Corrections property.* Upon an inmate's assignment to the secure Facility, the Department of Corrections shall provide along with other "special purpose records," the Department of Corrections medical record for the inmate.

2.14.6.1 Medical records and format shall be consistent with the Department of Corrections health record. The medical record shall be a problem oriented health record with established standardization and uniformity, containing all disciplines. Describe record keeping procedures/processes for inmate Medical Files/Records.

2.14.6.2 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 Facility operator as is required for the performance of duties under the Contract.

2.14.6.3 Prior to activation of the secure Contract Facility, the Department of Corrections shall provide training in maintenance of medical records.

2.14.6.4 The Department of Corrections medical record is the permanent health record for each inmate and shall be returned to the Department of Corrections upon the reassignment of an inmate to a Department of Corrections institution. If an inmate is released to the community, the health record including a copy of all documentation of health services provided at the secure Contract Facility shall be forwarded to the Department of Corrections health record repository within thirty (30) days after the inmate's release.

2.14.6.5 Upon the Department of Corrections conversion to an automated or electronic Medical Files System, the Facility operator shall convert to the same electronic system at no cost to the Department of Corrections.

2.14.7 Intake Medical Screening Services. The Facility operator may be required to perform inmate health screening tests/procedures, as needed and/or as determined by the Department of Corrections, in accordance with Department of Corrections Order 1104.05. Intake records of new prisoners arriving at the secure Contract Facility shall be reviewed to ensure all required health screening/tests in the intake battery are complete. Inmate medical services and related costs are identified by *Attachment #11, Intake Health Screening Services Costs*. (Costs are subject to annual adjustment.)

2.14.7.1 Inmate intake health screening services are as follows:

2.14.7.2 Laboratory Services.

2.14.7.2.1 Complete Blood Count (CBC).
2.14.7.2.2 Syphilis Test (RPR).
2.14.7.2.3 Tuberculosis Test (PPD).
2.14.7.2.4 Chest X-ray (if PPD is positive).
2.14.7.2.5 Urinalysis.

2.14.7.3 Nurse's Professional Time.

2.14.7.3.1 Intake with chart review.
2.14.7.3.2 Obtain labs.
2.14.7.3.3 Administer and read PPD.
2.14.7.3.4 Dental Exam
2.14.7.3.5 Panorex or full mouth x-ray services and necessary bite wings on periapical radiographs.
2.14.7.3.6 Screening/X-ray.
2.14.7.3.7 Dental History.
2.14.7.3.8 Treatment Plan/Charting.

2.14.8 The Facility operator shall maintain records of additional costs related to inmate intake health screening services.

2.14.9 Inmates shall not be charged for intake health screening tests/procedures.

2.14.10 The Department of Corrections shall reimburse the Facility operator for intake health screening services costs. See 14, Invoicing/Payments, 14.3, for procedure.

2.14.11 The Offeror shall develop a plan or methodology to handle an Emergency Health Plan as it relates to security activity.

## 2.15 PHYSICAL PLANT/STRUCTURE DESIGN

2.15.1 Offerors shall provide all necessary siting support, as may be required by the Department of Corrections.

2.15.2 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 of Corrections.

Offerors can access the Physical plant standards at http: // www.adc.state az.us Click on information then support services then administrative services and scroll down to facility activation at the bottom. The blue highlighted is the Physical plant standards. 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 and 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.

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.

2.15.3 The Proposal shall address the extent to which the offered Contract Facility meets the requirements of the Department of Corrections Physical Plant Standards Technical Manual. If any deviations from Requirements of the Department of Corrections Technical manual-Physical Plant Standards are made, they are to be itemized in writing with the proposals requesting approval of the deviation and citing the reason for the deviation. Omissions made from the Standards are the full responsibility of the Contractor to comply with of made the necessary changes to bring the Plant into acceptable compliance as approved by the Department of Corrections.

2.15.4 Demonstrate that the facility design is in conformance with all codes referred to in the Prison Physical Plant Standards Technical Manual as well as all regulatory agencies' requirements.

2.15.4.1 Sound level requirements, using the dba A scale. Must address the absorption qualities of construction materials.

2.15.4.2 Describe lighting requirements for the following: foot candles, Complex classrooms, offices, cells and the perimeter fencing.

2.15.4.3 Mechanical Heating and Cooling system to be designed to meet the ASHRAE Ventilation and Heating Standards of Arizona.

2.15.4.4 Conform to Natural Lighting minimal requirements specified in the Physical Plant Standards Technical Manual.

2.15.4.5 Describe kitchen compliance with square footage, appliances and fixtures, ventilation, hygiene, etc., according to the UBC and Physical Plant Standards Technical Manual.

2.15.4.6 Describe conditions that determine covered/enclosed multipurpose rooms to be utilized as recreation areas when necessary.

2.15.4.7 Provide description on outdoor exercise facilities

2.15.4.8 Buildings must meet energy conservation requirements.

2.15.4.9 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 of Corrections approved modifications to the Physical Plant Standards is met.

2.15.5 The Offeror must describe the ability of each functional area identified in Specification #3, Service Specification Contract Facility, Objective II, to meet the specified use. Each description shall include the size in square feet of the functional area that will be in compliance with design and construction standards established by the Department of Corrections Physical Plant Standards and ADAAG.

2.15.6 The Offeror must provide square footage, purpose of room and any special ventilation, lighting, coverings, etc., for each of the following:

| | |
|---|---|
| 2.15.6.1 | Administrative Office Area. |
| 2.15.6.2 | Armory. |
| 2.15.6.3 | Conference Room. |
| 2.15.6.4 | Commissary. |
| 2.15.6.5 | Control Room. |
| 2.15.6.6 | Dayroom. |
| 2.15.6.7 | Dining. |
| 2.15.6.8 | Classroom Education. |
| 2.15.6.9 | Detention Cells. |
| 2.15.6.10 | Staff Training |
| 2.15.6.11 | Exercise Area. |
| 2.15.6.12 | Recreation Area. |
| 2.15.6.13 | Visitation. |
| 2.15.6.14 | Library Resource Center. |
| 2.15.6.15 | Mail and Property. |
| 2.15.6.16 | Housing Units. |
| 2.15.6.17 | Sleeping Area. |
| 2.15.6.18 | Maintenance Areas. |
| 2.15.6.19 | Janitorial Closet. |
| 2.15.6.20 | Personal Property. |

2.15.7 Provide a brief narrative in response to each item listed below. Any item below deemed not applicable by an Offeror shall be so explained in detail.

2.15.7.1 Description of perimeter security to prevent inmate egress and to prevent access by the general public. Provide the name and type of any perimeter detection system, fencing, or cameras to be utilized

2.15.7.2 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.

2.15.7.3 Describe the sally port to include size, security considerations for both pedestrian and vehicle sally ports, i.e., metal detectors, cameras, etc.

2.15.7.4 Describe facility usage of radio communication between staff.

2.15.8 In addition, the Contract Facility must comply with all requirements identified in the following:

2.15.8.1 Guidelines specified by the Americans with Disabilities Act (ADA).

2.15.8.2 In state contract facilities must comply with 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.

2.15.9 A description of the utility systems and utility companies that will provide gas, electric, water, sewer, garbage/trash disposal, and telephone services, must be provided to the Department of Corrections.

2.15.9.1 The Offeror must provide the estimated amount of water that will be available for each inmate, per day.

2.15.10 The Offeror must identify all Department of Environmental Quality (DEQ) and Department of Water Resources standards applicable to the proposed site and its intended use.

2.15.11 The Offeror must identify the Federal, State or local authority who has primary jurisdiction over the proposed facility relative to Life Safety Codes and Fire and Fire Safety requirements placed on the facility.

2.15.12 The secure Contract Facility must have the facilities to secure special management inmates on a temporary basis (at least 72 hours).

2.15.13 Signs at the entrance to the Contract Facility regarding prison name, warning to public, proper prison identification, etc., shall be provided by the Facility operator.

2.15.14 The Facility operator shall be responsible for all costs to correct potential or real risks as such relate to the secure Contract Facility structure or the secure perimeter.

2.15.15 In addition to inmate sleeping and living space, the Contract Facility must have adequate space for those functional areas as identified by Specification #3, Service Specification Contract Facility, Objective II.

2.15.16 Administrative Office space must be sufficient to accommodate up to four (4) Department of Corrections staff and equipment with a minimum of 120 square feet per staff member.

2.15.16.1 Carpeting is not an approved finish for inmate living space.

2.15.17 The Department of Corrections 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.

2.15.18 Within ninety (90) days after execution of this Contract, the Contract Facility Contractor shall secure a certified 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 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 of Corrections to remain on file and become a part of this Contract by reference.

2.15.19 Offerors shall provide the following:

2.15.19.1 Provide one full size set of schematic design documents of the facility, five each 50% reduced sets and one (1) CD that reflect the proposed configuration of the prison to include planned renovations, if applicable, and the square footage for each functional area of the facility. Plans must be to a recognized scale.

2.15.19.2 Describe the maintenance plan and preventive maintenance program.

2.15.19.3 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.

2.15.19.4 Provide the address of the Contract Facility. Give a general description of the location and a general description of the surrounding area.

2.15.19.5 Identify the amount of land with the facility and the condition of the land.

2.15.19.5.1 Within secure perimeter and distance to each property line.

2.15.19.5.2 Outside of secure perimeter.

2.15.19.6 Upon Contract award the Facility operator shall not alter the size, configuration or mission of the secure Contract Facility.

2.15.20 During the term of the resulting Contract, to include renewal terms, no structure shown by the ALTA survey, including any and all modifications, shall be demolished without the prior approval of the Department of Corrections.

2.15.21 Upon Contract award the Facility operator shall:

2.15.21.1 Operate the Contract Facility in compliance with all Federal, State and local laws, rules, regulations, as well as codes relative to fire, health, and safety issues.

2.15.21.2 Comply with the requirements of Federal and State regulatory agencies.

2.15.21.3 Pay all taxes applicable to its use of the Contract Facility.

2.15.22 During the term of the resulting Contract, to include renewal terms, the 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 Contract Facility or any improvements or personal property therein.

2.15.23 The Facility operator's failure to perform obligations required by the terms of the resulting Contract that require mediation and/or correction by the Facility operator shall be at no cost to the State or the Department of Corrections.

2.15.24 The Contract Facility Contractor shall provide the Department of Corrections with the proposal at minimum two copies of the Preliminary plans and specifications, Design development Plans and Specifications and Final sets of construction Documents.

2.15.25 Copies of all required Regulatory approval submittals, permits or approvals issued, including any variances approved shall be provided to the Department of Corrections.

2.15.26 Copies of all structural calculations for

2.15.26.1 the complete structure, electrical design capacities,

2.15.26.2 mechanical design criteria and maintained temperatures both cooling and heating that will be met with outside air temperature conditions,

2.15.26.3 designed maintained lighting levels to be achieved at all locations on the site,

2.15.26.4 design calculations,

2.15.26.5 copies of all shop drawings, change order requests , one full set of Mylar as built drawings,

2.15.26.6 all modifications made to the contract documents during the course of construction thru substantial and completion of the project shall be provided.

2.15.27 The Contract Facility contractor 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 that shall meet all Federal Standards.

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

2.15.28 The Contract Facility contractor shall invite the Department of Corrections construction representatives to 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 of Corrections construction Representative to those walk through. Copies of all building Department of Corrections certificates shall be provided to the Department of Corrections.

**2.16 INVOICING/PAYMENTS.** Department of Corrections forms may be computerized; however, the Facility operator shall ensure all required information is provided.

2.16.1 Per Diem. The Facility operator shall invoice the Department of Corrections twice each month within five (5) workdays after the end of each billing cycle. If the two-day time period falls on a weekend or holiday, the next workday shall be used. For the purposes of this Contract, workdays shall be Monday through Friday, 8 a.m. to 5 p.m.

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

2.16.1.2 The Facility operator shall utilize the invoice format, as shown by *Attachment #7, Per Diem Invoice*, to submit monthly invoices for all beds.

2.16.1.3 *Attachment #8, Supporting Detail For Per Diem Invoice*, shall be completed and accompany the Per Diem Invoice.

2.16.1.4 *Attachment #9, Corrections To Previous Monthly Invoice*, shall be utilized for the following:

2.16.1.4.1 Corrected spelling of inmate's name.
2.16.1.4.2 Corrected inmate's Department of Corrections number.
2.16.1.4.3 Corrected payment calculations for identified inmates.

2.16.1.5 The Department of Corrections shall pay for the day of arrival of each inmate. The Department of Corrections shall **not** pay for the day the inmate is released from the secure Contract Facility. Per diem payments shall not be made for days inmates are temporarily in the custody of another jurisdiction, e.g. jail

2.16.1.6 Invoices shall be legible and in the format directed. Invoices that are illegible shall be returned to the Facility operator for clarification. The Department of Corrections shall not be held to established time-frames for payment as set forth above.

2.16.1.7 The Facility operator shall submit original invoices and supporting detail to the Department of Corrections Monitor for verification.

2.16.1.8 The Department of Corrections Monitor shall verify invoice information and forward to the Deputy Warden, Contract facilities, or designee, for payment.

2.16.1.8.1 Payment authorization shall be within two (2) workdays after receipt of the invoice(s).

2.16.1.9 If a discrepancy occurs the Department of Corrections Monitor shall notify the Facility operator of said discrepancy immediately after verifying the Facility operator's invoices and supporting detail. The Facility operator and the Department of Corrections shall resolve the discrepancy by comparison and reconciliation of records.

2.16.1.9.1 If resolution cannot be achieved the disputed amount shall not be paid until mutual agreement is reached relative to the discrepancy.

2.16.1.9.2 Time-frames for payment for the disputed amount shall be waived until the dispute is resolved.

2.16.1.9.3 The Operations Director, Contract Beds Bureau, or designee, shall authorize payment within fifteen days after receipt and approval of Facility operator invoices, contingent upon services being satisfactorily provided.

2.16.1.9.4 The Department of Corrections shall issue one warrant monthly to the Facility operator, or to a Trust Payee, for payment of all invoiced and approved services. The Facility operator shall be required to pay each subcontractor for services rendered.

2.16.1.9.5 Should payment be made to a Trust Payee, the Trust Payee shall satisfy all debt service requirements prior to releasing funds for other purposes.

2.16.1.10 Medical Treatment Costs. The Facility operator shall reimburse the Department of Corrections monthly for monies paid by inmates for health care services.

2.16.1.10.1 Utilizing *Attachment #10, Monthly Inmate Health Care Fees*, the 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.

2.16.1.10.2 Reimbursement to the Department of Corrections shall be sent by the tenth (10th) workday of each month.

2.16.1.10.3 Attachment #10 reflects monies received and debited as required by the referenced Department of Corrections policy.

2.16.1.10.4 The Facility operator shall ensure that Attachment #10 accompanies the monthly health care check.

2.16.1.10.5 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

2.16.1.10.6 Intake Health Screening Services. The Facility operator shall invoice the Department of Corrections monthly for inmate intake health screening services in accordance with Attachment #11, Intake Health Screening Services Costs.

2.16.1.10.7 Utilizing *Attachment #12, Reimbursement of Laboratory Test Fees*, enter all information requested for inmates that were lab tested for intake health screening services during the preceding month. Copies of lab invoices shall have fees hi-lighted or underlined.

2.16.1.10.8 Utilizing *Attachment #13, Intake Health Screening Services Invoice*, enter the totals for inmate lab fees and psychiatric evaluation staff costs. Applicable attachments shall accompany Attachment #13.

2.16.1.10.9 Monthly invoices and back-up shall be sent to the following:

Arizona Department of Corrections
Attention: Budget Administrator, Program Services
1601 West Jefferson, M/C 320
Phoenix, Arizona 85007

2.16.1.10.10 Payment of Inmate Wages. Inmates shall be paid for work activities equivalent to wages paid by the Department of Corrections in accordance with Department of Corrections Order 903, Inmate Work Activities.

2.16.1.11 On-site Work Assignments. The Facility operator shall implement on-site work programs to provide jobs within the secure Contract Facility for assigned inmates.

2.16.1.12 The Facility operator shall process inmate time sheets utilizing *Attachment #14, Inmate Time Sheet For Work Activities*, on a bi-weekly basis (once every two (2) weeks).

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

2.16.1.14 The Department of Corrections shall pay wages earned by inmates performing on-site work assignments.

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

2.16.2 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 Contracts Administration.

2.16.2.1 Procedures and time frames related to payment shall be delineated in each Inmate Work Contract.

2.16.2.2 The secure Facility operator shall receive payment from each third party contracting entity for wages earned for inmate labor.

2.16.2.3 Payments received shall be verified by the Facility operator. If the 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.

2.16.2.4 The Facility operator shall be responsible for providing the required information concerning the inmate's work for the Inmate Banking System.

2.16.2.5 Inmate wages earned shall be posted to inmate accounts by Contract Facility staff in accordance with Department of Corrections of Corrections Written Instructions.

2.16.2.6 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.

2.16.3 Utility Fees. Per A.R.S. §31-239 inmates who possess at least one (1) major electrical appliance shall pay a monthly fee, as determined by the Department of Corrections.

2.16.3.1 The Facility operator shall submit a check payable to the **Department of Corrections** each month for monies paid by inmates during the previous month. Department of Corrections required reporting forms shall accompany each check to reflect monies received and debited.

2.16.3.2 Payments shall be sent to:

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

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

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

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

2.16.4.3 The Department of Corrections shall reimburse the 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 Facility operator and sent to the Facility operator's Corporate Office.

2.16.5 Specialty Training. The Department of Corrections shall invoice the 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 Facility operator shall pay the Department of Corrections within ten (10) days after receipt of invoice.

2.16.5.1 Payment shall be sent to:

Arizona Department of Corrections
Attention: Chief Financial Officer,
Administrative Services Bureau
1601 West Jefferson, M/C 55403
Phoenix, Arizona 85007

## 2.17 REPORTS

2.17.1 Monthly Statistical Report. The Facility operator shall submit a Monthly Statistical Report (MSR) in a format prescribed by the Department of Corrections.

2.17.1.1 The MSR shall be submitted to the Department of Corrections Monitor, or designee, in electronic format no later than the 10th calendar day of the month following the reporting period, or as requested by the Department of Corrections.

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**Special Instructions to Offerors**

1.1 Pre-Proposal Conference

1.1.1 A Pre-Proposal Conference shall be held on the date, time and at the address on the cover page of this Solicitation. All potential Offerors are encouraged to attend.

1.2 Documents

1.2.1 Offerors interested in providing an offer must deliver **one (1) original; six (6) hard copies and six (6) CDs**, using Adobe format and/or Microsoft Word, of their proposal by no later than 3:00 p.m., on the date and at the address on the cover page of this Solicitation.

1.3 Offer and Acceptance

1.3.1 In order to allow for an adequate evaluation, the State requires an Offer in response to this Solicitation to be valid and irrevocable for one-hundred twenty (120) days after the opening time and date.

1.4 Proposal Format

1.4.1 **One (1) original and six (6) copies to include six (6) CDs**, using Adobe format and/or Microsoft Word, of the proposal shall be submitted on the forms and format as contained in the RFP. The proposal numbering sequence must be in accordance with the Solicitation document. All proposals, including copies, shall contain all descriptive literature, specifications, samples, etc. Offerors shall provide a separate proposal document, which only contains responses to those sections requiring information.

1.5 Written Questions

1.5.1 As the deadline for submitting questions is past please be advised that the State will not respond to any more questions.

1.6 Proposal Opening

1.6.1 Proposals shall be opened on the date and time, and at the place designated on the cover page of this Solicitation, unless amended in writing by the Department of Administration. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to this Request for Proposal shall be shown only to the authorized State personnel having a legitimate interest in them or persons assisting the State in the evaluation. After Contract award, the proposals and evaluation documents shall be open for public inspection.

1.7 Evaluation

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

1.7.1.1. Qualifications, Facility Management Experience and Financial capabilities of the Offeror

1.7.1.2. Staffing Method of Approach

1.7.1.3. Scope of Work, Proposed Location, Demographics and Timeline

1.7.1.4. Cost Considerations

1.7.1.5. Conformance to Special Terms and Conditions, Uniform Terms and Conditions

1.8 Documents for Award

1.8.1 The Department of Administration will not sign any agreements or any other documents presented for the services listed herein. The completed Offer and Acceptance form signed by the Procurement Officer and the award notice will be the Contract.

1.9 Offshore Performance of Work

1.9.1 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

**1 DEFINITION OF TERMS.** As used in these Instructions, the terms listed below are defined as follows:

1.1 "*Attachment*" means any item the Solicitation requires an 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 Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.

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 "*Offer*" means bid, proposal or quotation.

1.8 "*Offeror*" means a vendor who responds to a Solicitation.

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 "*Solicitation*" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").

1.11 "*Solicitation Amendment*" means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

1.12 "*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.

1.13 "*State*" means the State of Arizona and Department of Corrections or Agency of the State that executes the Contract.

**2 INQUIRIES**

2.1 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.

2.2 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.

2.3 Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries, except at the Pre-Offer Conference, may 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.

2.4 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.

2.5 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.

2.6 Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.

2.7 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.

2.8 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.

## 3 OFFER PREPARATION

3.1 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 invitation for bids, unless the Solicitation indicated otherwise.

3.2 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.

3.3 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 acknowledgment 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.

3.4 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.

3.4.1 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.

3.4.2 Request for Proposals: All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria as 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.

3.5 Subcontracts. Offerors shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.6 Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.7 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 acknowledgment for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.

3.8 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.

3.9 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.

3.10 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State 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.

3.11 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.

3.12 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.

3.13 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:

3.13.1 Special Terms and Conditions;

3.13.2 Uniform Terms and Conditions;

3.13.3 Statement or Scope of Work;

3.13.4 Specifications;

3.13.5 Attachments;

3.13.6 Special Instructions to Offerors;

3.13.7 Uniform Instructions to Offerors.

3.13.8 Other documents referenced or included in the Solicitation.

3.14 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).

3.15 Offshore Performance of Work Prohibited. 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.

3.16 Electronic and Information Technology. Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. §41-2531 and §41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities. If the offeror believes that compliance with this requirement poses an Undue Burden, the offeror shall notify the procurement officer in writing at least five days before the offer due date and time.

## 4 SUBMISSION OF OFFER

4.1 Sealed Envelope or Package. Except for electronic submissions, when authorized, 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.

4.2 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.

4.3 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.

4.4 Non-Collusion, Employment, and Services. By signing the Offer and Acceptance form or other official Contract form, the Offeror certifies that:

4.4.1 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

4.4.2 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 all applicable Federal, State and local laws and executive orders regarding employment.

## 5 EVALUATION

5.1 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.

5.2 Taxes. Arizona transaction privilege and use taxes shall not be considered for evaluation.

5.3 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.

5.4 Disqualification. An Offeror (including any of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.

5.5 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 Final Proposal Revision is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Final Proposal Revision due date.

5.6 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:

5.6.1 Waive any minor informality;

5.6.2 Reject any and all Offers or portions thereof; or

5.6.3 Cancel a Solicitation.

**6 AWARD**

6.1 Number or 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.

6.2 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.

6.3 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.

**7 PROTESTS**. A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted there under. 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:

7.1 The name, address and telephone number of the protester;

7.2 The signature of the protester or its representative;

7.3 Identification of the purchasing agency and the Solicitation or Contract number;

7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

7.5 The form of relief requested.

**8 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 104, Phoenix, Arizona 85007.

**UNIFORM TERMS AND CONDITIONS**

**1** Definition of Terms

1.1 Attachment: any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 Contract: 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: a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 Contractor: any person who has a Contract with the State.

1.5 Days: calendar days unless otherwise specified.

1.6 Exhibit: any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 Gratuity: 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: 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: 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: 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: 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: the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 State Fiscal Year: 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 and A.R.S 41-1609.01.

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. 99-4 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 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.

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

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 Year 2000

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information

technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 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.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination

7.71 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.

7.7.2 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 States 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 Non-conforming 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 interests 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 there under.

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(Title41)

## 1 SPECIAL TERMS AND CONDITIONS

### 1.1 Term of Contract

1.1.1 The term of any resultant Contract shall commence on the date of award and shall continue for a period of ten (10) years thereafter, contingent upon availability of funds and resources to each party with which to carry out its part of the Contract, unless renewed, terminated or canceled, as otherwise provided herein.

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

### 1.2 Pricing

1.2.1 The method of compensation governing the Contract shall be fixed rate.

### 1.3 Price Increase (12 Months)

1.3.1 The Department of Administration may review a fully documented request for a price increase only after the Contract has been in effect for twelve (12) months. The Department of Administration shall determine whether the requested price increase or an alternate option is in the best interest of the State.

1.3.2 Price reductions may be submitted to the Department of Administration for consideration at any time during the Contract period. The Department of Administration at its own discretion may accept a price reduction.

### 1.4 Department of Corrections Policy and Procedures

1.4.2 The Contractor shall follow all applicable Department of Corrections Orders (DO's), and Director's Instructions (DI's) Department of Corrections Orders and Director's Instructions are available on the following web site www.adc.state.az.us.
Restricted policies shall be available for review at the Arizona Department of Administration. Offerors may send an email to agnes.magezi@azdoa.gov to set up an appointment.

### 1.5 Investigations

1.5.1 The State 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 of Administration such information and data for this purpose as may be requested. The State reserves the right to reject any Offer if evidence submitted or investigation fails to satisfy the State that the Contractor is properly qualified to carry out the obligations of the Solicitation. Conditional Offers shall not be accepted.

1.6 Insurance

1.6.1 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.

1.6.2 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.

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

1.6.4 Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage. Minimum limits of $5,000,000 per occurrence, and unimpaired products and completed operations aggregate limit and general aggregate minimum limits of $10,000,000. 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:

1.6.4.1 Bodily Injury;
Broad Form Property;
Personal Injury;
Blanket Contractual Liability;
Independent Contractors;
Products and Completed Operations; and
Fire Legal Liability.

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

1.6.4.3 Policy shall contain a waiver of subrogation against the State of Arizona, its 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.

1.6.5 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. The policy shall be endorsed to add the State of Arizona, Department of Corrections as an Additional Insured with reference to this Contract.

1.6.5.1 The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its Department of Corrections, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds 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".

1.6.6 Worker's Compensation and Employers' Liability

| | | |
|---|---|---|
| 1.6.6.1 | Workers' Compensation | Statutory |
| 1.6.6.2 | Employers' Liability: | |
| 1.6.6.3 | Each Accident | $ 500,000 |
| 1.6.6.4 | Disease – Each Employee | $ 500,000 |
| 1.6.6.5 | Disease – Policy Limit | $1,000,000 |

1.6.6.6 Policy shall contain a waiver of subrogation against the State of Arizona, its 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.

1.6.6.7 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.

1.6.7 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.

1.6.7.1 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.

1.6.7.2 Within this requirement, medical services shall be insured with sublimits as follows:

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

1.6.7.2.2 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.

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

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

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

1.6.8.1 The State of Arizona, its 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.

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

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

1.6.9 **NOTICE OF CANCELLATION:** 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 55303, Phoenix, AZ 85007-3002 and shall be sent by certified mail, return receipt requested.

1.6.10 **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.

1.6.11 **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.

1.6.12 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.

1.6.13 All certificates required by this Contract shall be sent directly to State of Arizona Department of Corrections, 1601 West Jefferson Street, M/C 55303, 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 section.

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

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

1.6.16 **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.

1.7 Indemnification Clause

1.7.16 Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its Department of Corrections, 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.

1.7.17 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.

1.8 Rejection of Offers

1.8.17 The State, at its discretion, may reject any and/or all Offers.

1.9 Cancellation

1.9.17 The State reserves the right to cancel the whole or any part of this Contract due to failure by the Contractor to carry out any obligation, term or condition of this Contract. The State will issue written notice to the Contractor for acting or failing to act as in any of the following:

1.9.17.1 The Contractor provides services or material that does not meet the specifications of this Contract;

1.9.17.2 The Contractor fails to adequately perform the services set forth in the specifications of this Contract;

1.9.17.3 The Contractor fails to complete the services required or to furnish the materials required within the time stipulated in the Contract;

1.9.17.4 The Contractor fails to progress in the performance of this Contract and/or gives the State reason to believe that the Contractor will not or cannot perform to the requirements of the Contract.

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

1.9.18.1 Cancel any Contract;

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

1.9.18.3 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;

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

1.9.19.1 Deduction from unpaid balance;

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

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

1.10 Discussions

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

1.11 Independent Status of the Contractor

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

1.11.2 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.

1.11.3 The Department of Corrections 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 of Corrections property.

1.12 Notice Warning

1.12.1 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 in accordance with Department of Corrections Order 708 and A.R.S. § 13-2505.

Definition A.R.S. § 13-2501:
A.R.S. § 13-2505
ADC Department of Corrections Order 708

1.13 Contraband

1.13.1 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.)

Promoting prison contraband A.R.S. § 13-2505 and Department of Corrections Order 708.

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

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

1.13.1.2 By knowingly conveying contraband to any persons confined in a correctional facility; or

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

Definition A.R.S. § 13-2501:
A.R.S. § 13-2505
ADC Department of Corrections Order 708

1.14 Unlawful Sexual Conduct

1.14.1 A person who is employed by the State Department of Corrections, a Contract Facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a Contract Facility or a city or county jail commits unlawful sexual conduct by engaging in oral sexual contact, sexual contact or sexual intercourse with a prisoner who is in the custody of the State Department of Corrections, a Contract Facility or a city or county jail or with an offender who is under the supervision of the State Department of Corrections or a city or county.

1.14.2 A prisoner who is in the custody of the State Department of Corrections, a Contract Facility or a city or county jail or an offender who is on release status and who is under supervision of the State Department of Corrections or a city or county commits unlawful sexual conduct by engaging in oral sexual contact, sexual contact or sexual intercourse with a person who is employed by the State Department of Corrections, a Contract Facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a Contract Facility or a city or county jail.

1.14.3 This section does not apply to:

1.14.3.1 A person who is employed by the State Department of Corrections, a Contract Facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a Contract 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.

1.14.3.2 An offender who is on release status and who was lawfully married to a person who is employed by the State Department of Corrections, a Contract Facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a Contract Facility or a city or county jail if the marriage occurred prior to the offender being sentenced to the State Department of Corrections or incarcerated in a city or county jail.

1.14.4 Unlawful sexual conduct is a class 5 felony.

1.14.5 Unlawful sexual conduct; correctional employees; prisoners; classification; Definition A.R.S. § 13-1419.

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

1.65.1 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.

1.16 Inclusive Offeror

1.16.1 Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts. 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, women-owned and/or minority 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.

1.17 Federal Immigration and Nationality Act

1.17.1 By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations 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 time frame specified shall result in the offer not being considered for contract award.

1.17.2 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.

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

1.18.1 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. See Attached form.

1.19 Liquidated Damages

1.19.1 The Department of Corrections may assess liquidated damages up to $80.00 per day per diem per inmate for any event of default that may occur. Liquidated damages shall be assessed by the actual damage caused to the Department of Corrections.

1.20 Confidentiality of Records

1.20.1 The Contractor shall establish and maintain procedures and controls, that are acceptable to the Department of Corrections for the purpose of assuring that no information contained in its records or obtained from the Department of Corrections 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 of Corrections. 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 of Corrections.

1.21 Offshore Performance of Work

1.21.1 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.

**Fee Schedule**

Offeror may submit a proposal for 3000 beds to include 2000 male beds and 1000 female beds or any portion thereof but not less than 500 beds each for male or female inmates.

Offerors are required to provide a per diem rate per inmate that will cover provision of ***ALL*** services requested as 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. If selected for Contract award, discussions will address such entries. Complete the Budget Narrative sheets for each expense item to provide supporting detail. The Budget Narrative sheets are found after the Fee Schedule.

If proposing multiple sites, offeror may submit a different per diem rate for each site proposed.

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

Per Diem

$ _____ Per Bed (Minimum Security, per Scope of Work)

$ _____ Per Bed (Medium Perimeter Security Option)

Number of Female Beds _____

Number of Male Beds _____

_____ _____

Authorized Signatory Date

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

| Identification No. | | Title | Relative Daily Cost |
|---|---|---|---|
| 1.0 | Employee Personal Services | | |
| | 1.1 | Wages | $ |
| | 1.2 | Overtime | $ |
| 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 - Vocational | $ |
| | 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) | $ |
| 4.0 | Inmate Related Food Costs | | |
| | 4.1 | Food and Labor | $ |
| 5.0 | Operating Expenses | | |
| | 5.1 | Depreciation Expense - Equipment | $ |

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

| Identification No. | | | Title | Relative Daily Cost |
|---|---|---|---|---|
| | | 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) | $ |
| 6.0 | 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 | | | $ |
| 9.0 | Improvements Other Than Buildings, i.e., easement (Specify) | | | $ |
| 10.0 | Machinery and Equipment, if applicable. | | | $ |
| | | 10.1 | Data Processing Equipment | $ |
| | | 10.2 | Software | $ |
| | | 10.3 | Motorized Vehicles | $ |
| | | 10.4 | Other Machinery & Equipment | $ |
| 11.0 | Other Capital Outlay | | | $ |

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

| Identification No. | Title | Relative Daily Cost $ |
|---|---|---|
| 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 | $ |
| | **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, 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.

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

Option 1

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

Option 2

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

## BUDGET NARRATIVE

**Offeror shall provide written narratives for each cost item. Calculations provided in the budget narrative shall ultimately breakdown to the daily costs for each item. Offerors may transfer the Budget narrative form to an electronic format, however, format and content shall remain unchanged. Offerors shall be descriptive and provide enough detail to explain how the cost of the expense category was calculated.**

| Position Title | FTE | Base | Shift Differential | Total Payroll |
|---|---|---|---|---|
| 1.0 **Employee Personal Services** | | | | |
| 1.1 Wages | | | | |

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

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 - Vocational

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)

4.0 **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

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**

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 **Payment and Performance Bond**

**TYPES OF DEPARTMENT OF CORRECTIONS 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 of Corrections Orders

   The highest level of written instruction within the Department of Corrections 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 of Corrections.

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 of Corrections Order development process.

3. Technical Manuals

   Written instructions issued by the office of primary responsibility, as authorized, relative to specific Department of Corrections 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 of Corrections Order.

   3.3 Be consistent with the Department of Corrections Order.

   3.4 Be uniformly formatted for each Division.

   3.5 Reflect the subject of the authorizing Department of Corrections Order.

   3.6 Be numbered consistent with the Department of Corrections 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 OF CORRECTIONS'S TECHNICAL SERVICES TRAINING REQUIREMENTS**

**The Department of Corrections 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 ADC 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. |

**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 observe Arizona Department of Corrections design and construction guidelines in the design and construction of this facility.

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 Arizona Revised Statutes.

Inmate Medical health services shall meet all Department of Corrections 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 (2003).

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

Applicable Department of Corrections 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 of Corrections.

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

**Unit Required**: 1000 Female, 2000 Male units

**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 substance abuse treatment to inmates.

**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 of Corrections staff).
C. Armory for storage of Department of Corrections 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 of Corrections.
7. 12 Gauge Semi-Automatic Shot Gun.
8. Ammunition.

D. Board of Executive Clemency Hearing Room.
E. Commissary or Commissary Services.
F. Control Center.
G. Day Rooms.
H. Detention Cells.
I. Dining Areas.
J. Education, Work Based Education, Work
K. Employee Training Facilities.
L. Exercise and Recreation Areas.
M. Food Storage and Preparation Area.
N. Health Care.
O. Housing Units.
P. Inmate Files.
Q. Resource Center.
R. Mail Room.
S. Security Equipment.
T. Sleeping Area (unencumbered space).
U. Staff Areas.
V. Storage Areas.

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

W. Visiting Areas.
X. Program Areas

**Objective II**
Provide adequate supervision to ensure custody, control and safety of the 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.

C. Develop and submit for approval to the Department of Corrections not less than 90 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 Commissary.
11. Inmate Death Notification/Disposition.
12. Inmate Education, Work Based Education.
13. Inmate Escape Prevention/Response.
14. Inmate Legal/Court Access.
15. Inmate Library Services.
16. Inmate Mail and Property.
17. Inmate Phone Calls.
18. Welfare and Benefit Fund.
19. Inmate Programs.
20. Inmate Recreation Arts & Crafts.
21. Inmate Transportation.
22. Inmate Visitation.
23. Inmate Work Activity.
24. Occupational Safety and Health Requirements.
25. Policy Development.
26. Public Access - Tours.
27. Searches Emergency Response.
28. Security/Facility Inspections.
29. Tool and Hazardous Material Control.
30. Communications & Report Submission with ADC.
31. Designated Armed Response Team (DART)
32. PREA
33. Suicide Prevention.

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.
Tasks

A. Develop written procedures governing the maintenance of inmate records and safeguarding of confidential information. Adopt the use of all applicable Department of Corrections forms.

B. Install computer equipment that will emulate existing Department of Corrections equipment to allow access by authorized staff to review data regarding inmates assigned to the secure facility. Information contained in the Department of

C. corrections computerized Adult Information Management System (AIMS) shall not be downloaded to the Contractor's system.

D. 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 of Corrections shall coordinate all activities between the Contractor and the Department of Administration related to AIMS.

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 of Corrections:

1. Three (3) AIMS computer terminals (that includes AIMS emulation), three (3) black and white printers, for Department of Corrections 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 of Corrections staff assigned to monitor the Contract Facility.

F. 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: | | |
| Name: | | |
| Address: | | |
| City: | State: | Zip: |

| | |
|---|---|
| Number of Beds | Female _____ |

| | |
|---|---|
| Number of Beds | Male _____ |

**REFERENCES FOR OTHER SECURE PRISONS**

(Duplicate as necessary)

| |
|---|
| **Offeror:** |

| |
|---|
| Name of Contracting Entity: |
| Name of Contracted Facility: |
| Address of Contracted Facility: |
| Name and Title of Facility's Contact Person: |
| Telephone Number of Contact Person: |

| |
|---|
| Name of Contracting Entity: |
| Name of Contracted Facility: |
| Address of Contracted Facility: |
| Name and Title of Facility's Contact Person: |
| Telephone Number of Contact Person: |

| |
|---|
| Name of Contracting Entity: |
| Name of Contracted Facility: |
| Address of Contracted Facility: |
| Name and Title of Facility's Contact Person: |
| Telephone Number of Contact Person: |

**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 ( )
Fax ( )
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:

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

2. The Subcontractor has read RFP AD8-012, applicable Department of Corrections 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.

3. 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.

4. The Subcontractor has provided Certificates of Insurance (standard ACORD form) that reflect existing insurance coverages. Place the ACORD form(s) after the signed Suspension or Debarment Status form.
   a. The ACORD form(s) shall indicate existing coverages 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.

5. After Department of Corrections 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 of Corrections. The Department of Corrections shall be identified as a Certificate Holder on all policies.

b. The Department of Corrections, 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.

6. 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.

**GENERAL STAFFING PATTERN**

| POSITION/POST | SHIFT 1 | SHIFT 2 | SHIFT 3 | RELIEF FACTOR* | TOTAL |
|---|---|---|---|---|---|
| DIVISION: **ADMINISTRATION** | | | | | |
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| DIVISION: **CORRECTIONAL PROGRAMS** | | | | | |
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| DIVISION: **FOOD SERVICE** | | | | | |
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**SUMMARY**

| DIVISION | SHIFT 1 | SHIFT 2 | SHIFT 3 | TOTAL* |
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| 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?

**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 of Corrections 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 Facility operator, or Trust Payee, whichever is applicable.

**Department Monitor, Arizona Department of Corrections**

_____
Signature

**Enterprise Procurement Services**
100 North 15th Avenue, Suite 104
Phoenix, AZ 85007-3223

**SUPPORTING DETAIL FOR PER DIEM INVOICE**
(Duplicate as necessary)

Contractor: _____ Contract Facility: _____

Billing Cycle Period: From: ___/___/___ (M/D/Y) To: ___/___/___ (M/D/Y)

| INMATE NAME | INMATE NO. | DATE RECEIVED | TIME PERIOD BILLED | | INMATE DAYS | DEPARTURE DATE |
|---|---|---|---|---|---|---|
| | | | FROM | TO | | |
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**SUBTOTAL THIS PAGE:**

**GRAND TOTAL - ACTUAL INMATE DAYS - ALL SUPPORTING DETAIL PAGES:** _____
**(TRANSFER GRAND TOTAL TO LINE 1 ON THE MONTHLY INVOICE)**

**Enterprise Procurement Services**
100 North 15th Avenue, Suite 104
Phoenix, AZ 85007-3223

CORRECTIONS TO PREVIOUS MONTHLY INVOICE(S)

INSTRUCTIONS: Column A - Fill in the invoice date on which the error(s) was found. Errors that apply to different invoice dates must be listed on separate correction sheets. Column B - Enter the current per diem rate. Columns C & D -Provide inmate names and numbers. Columns E & F -Correct errors in inmate date received or departed. The Department of Corrections is not charged for the day the inmate departs the Contract Facility. Column G - Show both the original error in inmate days and the corrected number. The plus/minus column indicates, as applicable, the number of extra days paid that will be deducted (-); or if fewer inmate days were charged than the actual number, the (+) sign indicates the number of days to be paid. Column H - Multiply the days shown under Column G., +/-, by the per diem rate in Column B. Additional money owed by the Department of Corrections is entered below the "UNDER" column. Overpayments to be deducted are entered beneath the "OVER" column. The total amount due or deductible is shown in the final row under Column H. Fill in the last column with the code number explaining the need for each correction. Carry forward the Pay/Deduct figure from Column H to the first page of the invoice for the current billing cycle.

| A. INVOICE ERROR DATE | B. PER DIEM RATE | C. INMATE NAME | D. INMATE NO. | E. DATE INMATE REC'D | F. DATE INMATE DEPARTED | G. NO. OF INMATE DAYS | | | H. CORRECTED PAYMENT | | CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | ERROR | CORRECT | + OR - | UNDER | OVER | |
| | | | | | | | | | $ | $ | |
| | | | | | | | | | $ | $ | |
| | | | | | | | | | $ | $ | |
| | | | | | | | | | $ | $ | |
| | | | | | | | | | $ | $ | |
| | | | | | | | | | $ | $ | |
| | | | | | | | | | $ | $ | |
| | | | | | | | | | $ | $ | |
| | | | | | | | | | PAY $ | DEDUCT $ | |

**CODES:**
1. Corrected spelling of inmate's name.
2. Corrected inmate's Department of Corrections number.
3. Corrected payment calculations for identified inmate(s).

Signatories certify that the information on this page(s) is correct:

**Enterprise Procurement Services**
100 North 15th Avenue, Suite 104
Phoenix, AZ 85007-3223

## 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.

EACH WEEK'S ENDING DATE FOR THE REPORTING MONTH.

NUMBER OF INMATES WHO RECEIVED HEALTH SERVICES DURING EACH WEEK OF THE REPORTING MONTH.

THE NUMBER OF INMATES FROM EACH WEEK'S TOTAL IN COLUMN B WHO HAD FUNDS TO PAY THE FEE FOR HEALTH SERVICES.

FEES COLLECTED FOR THE REPORTING WEEK C X $3 = D). THE CONTRACTOR WILL FORWARD THE TOTAL OF COLUMN D + G TO THE DEPARTMENT OF CORRECTIONS IN ACCORDANCE WITH PARAGRAPH 6.12 OF THE CONTRACT.

THE NUMBER OF INMATES FROM THE TOTAL IN COLUMN B WHO COULD NOT PAY THE FEE FOR HEALTH SERVICES. (B - C = E)

THE TERM "ON HOLD" REFERS TO FEES OWED THE DEPARTMENT OF CORRECTIONS BY INMATES WHO WERE UNABLE TO PAY DURING THE REPORTING WEEK. (E X $3 = F)

"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 OF CORRECTIONS 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 OF CORRECTIONS 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) $ |
|---|---|---|---|---|---|---|
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| TOTALS: | | | $ | | $ | $ |

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

**INTAKE HEALTH SCREENING SERVICES COSTS**

Fees shall be:

| Services | Fees Per Inmate |
|---|---|
| 1. Laboratory Services. | |
| CBC (Complete Blood Count) | $ |
| RPR (Syphilis Test) | $ |
| PPD (TB Test) | $ |
| Chest X-ray (if PPD is positive) | $ |
| 2. Nurse's Professional Time. | $ |
| Includes: Intake with chart review. | |
| Obtain labs. | |
| Administer and read PPD. | |
| 3. Dental Exam. | $ |
| May Include: Panorex. | |
| Screening/X-ray. | |
| Dental History | |
| Treatment Plan/Charting | |

**Enterprise Procurement Services**
100 North 15th Avenue, Suite 104
Phoenix, AZ 85007-3223

**REIMBURSEMENT OF LABORATORY FEES**

Contract Facility: _____ Date: _____

| INMATE NAME | INMATE # | COST OF LAB TEST(S) | STAFF TIME (MIN.) | STAFF TIME CHARGE |
|---|---|---|---|---|
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| **TOTAL REIMBURSEMENT** | | | | |

**Attachment: Copies of Laboratory Invoices with appropriate Inmate names and fees highlighted or underlined.**

Send to: Arizona Department of Corrections
Health Services
Attn: Budget Administrator
1600 W. Jefferson, M/C 320
Phoenix, AZ 85007

**INTAKE HEALTH SCREENING SERVICES INVOICE**

**Invoice No:** _____

Arizona Department of Corrections
Budget Administrator, Health Services Division
1601 West Jefferson, M/C 320
Phoenix, Arizona 85007

| MONTH | REQUEST | AMOUNT DUE |
|---|---|---|
| | Reimbursement of Lab Fees<br>(See attached detail of billing) | $0.00 |
| | Reimbursement of Psychiatric Evaluation<br>(See attached detail of billing) | $0.00 |
| | | |
| **TOTAL AMOUNT DUE:** | | $0.00 |

**Remit To:** (Contractor Name)
(Contractor Address)
(City/State/Zip)

**Submitted By:** (Name of Person)
(Title)

**Invoice Date:** (Date)

**INMATE TIME SHEET FOR WORK ACTIVITIES**
(Duplicate as necessary)

Contractor: _____

Contract Facility: _____

Reporting Period: From: ____/____/____ To: ____/____/____
(M/D/Y) (M/D/Y)

| INMATE NAME | INMATE NUMBER | WORK ACTIVITY* | HOURS | RATE OF PAY | TOTAL PAY |
|---|---|---|---|---|---|
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| TOTAL THIS PAGE: | |
| TOTAL FROM ALL CONTINUATION PAGES | |
| GRAND TOTAL: | |

*WORK ACTIVITY COLUMN:
Type **"Prison"** to signify inmates earning wages by performing work assignments within the Contract Facility under the Prison Work Program.
Type **"Contract"** to signify inmates earning wages in the community under multi-party agreements/contracts.

| 1 | **PURCHASE OPTION PRICES** | **Cost** |
|---|---|---|
| 1.1 | Cost of New Construction<br>**OR**<br>Fair Market Value if an existing structure | $ |
| 1.2 | Total Cost of Land | $ |
| | **TOTAL COST** | $ |

**SEMI-ANNUAL PURCHASE OPTION PROPOSAL**
**TEN (10) YEAR CONTRACT TERM**

| Semi-Annual | Dollar Amount | Semi-Annual | Dollar Amount |
|---|---|---|---|
| 07/01/08 | | 01/01/08 | |
| 01/01/09 | | 07/01/09 | |
| 01/01/10 | | 07/01/10 | |
| 01/01/11 | | 07/01/11 | |
| 01/01/12 | | 07/01/12 | |
| 01/01/13 | | 07/01/13 | |
| 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 | |

Authorized Signatory: Date:

**SEMI-ANNUAL PURCHASE OPTION PROPOSAL**
**FIRST FIVE (5) YEAR RENEWAL PERIOD**

| Semi-Annual | Dollar Amount | Semi-Annual | Dollar Amount |
|---|---|---|---|
| 07/01/19 | [redacted] | 01/01/19 | |
| 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 | |

**SEMI-ANNUAL PURCHASE OPTION PROPOSAL**
**SECOND FIVE (5) YEAR RENEWAL PERIOD**

| Semi-Annual | Dollar Amount | Semi-Annual | Dollar Amount |
|---|---|---|---|
| 07/01/25 | [redacted] | 01/01/25 | |
| 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 | |

Authorized Signatory: Date:

**NOTICE OF OPTION TO PURCHASE**

Pursuant to Contract No. AD8-012 between the State of Arizona) and the Contract Facility Contractor and/or Owner, this is to serve as notice that the Contract Facility Contractor and/or Owner has granted an interest to the Department of Corrections in the property in its entirety as described below:

Location:
Legal Description:

Description of Improvements: Privatized prison facility with housing units for beds for adult male and female inmates, which includes the following:

- Building(s) and equipment.
- Mechanical systems for air conditioning, heating and ventilation systems for the non-secured, administrative area.
- Mechanical systems for heating and ventilation systems with evaporative cooling system for the secured inmate detention areas.
- Parking areas.
- Perimeter chain link fencing.

This Notice shall be recorded in Maricopa County and the county in which the secure Contract Facility is sited.
(CONTRACT FACILITY CONTRACTOR AND/OR OWNER)

_____
Signature of Authorized Individual

_____
Typed Name

_____
Typed Title

_____
Address

STATE OF _____ )
) ss.
County of _____ )

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

My commission expires: _____ _____
Notary Public

**ARIZONA DEPARTMENT OF CORRECTIONS**

_____
Signature of Authorized Individual
**Dora Schriro**
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
1600 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
1600 West Jefferson Street, M/C 55302
Phoenix, Arizona 85007