



REQUEST FOR PROPOSALS

State of Arizona
Department of Corrections, Rehabilitation & Reentry
1645 W. Jefferson St.
Phoenix, AZ 85007

Solicitation No.: BPM003512 / ADCRR Ref: 21-109-26

Description: 2,706 Medium and Close Custody Contract Beds

In accordance with A.R.S. § 41-2534, competitive sealed proposals will be received by the Department of Corrections, Rehabilitation & Reentry for Prison Management & Operations, for 2,706 medium and close custody contract beds.

At this time funds are not currently available and any contract awarded will be conditional upon the availability of funds.

Offer Submission - Due Date and Time

Offers are due no later than Friday, August 6, 2021, at 3:00 pm (MST) Arizona time, as indicated in the online Arizona Procurement Portal (APP).

Offer Submittals:

Offers shall be submitted electronically through APP at <https://APP.az.gov>. Offers received through APP by the due date and time will be electronically opened.

Offers submitted outside of APP, or those received after the due date and time, shall be rejected.

A Pre-Offer Conference has been scheduled. For details, please see page 129, Special Terms and Conditions, Paragraph 2.2.

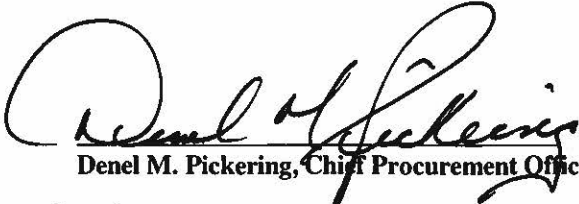
All questions concerning the solicitation shall be submitted in writing through Arizona Procurement Portal (APP) "Discussion Forum", and are also to be sent via email to dbrackney@azadc.gov, no later than July 29, 2021, at 12:00 Noon (MST) Arizona Time.

For assistance in submitting an offer, Offerors are encouraged to use the Quick Reference & Step by Step Guide "Submitting an Offer" found at <https://spo.az.gov/app/supplier/training>. Additional assistance is available through the APP Help Desk which can be contacted via email at APP@azdoa.gov or via telephone at (602) 542-7600. Offerors are encouraged to submit any requests for assistance in a timely manner in order to meet the proposal due date and time.

OFFERORS ARE STRONGLY ENCOURAGED TO DOWNLOAD AND CAREFULLY READ ALL SOLICITATION DOCUMENTS IN THEIR ENTIRETY BEFORE COMPLETING/SUBMITTING AN OFFER.

Solicitation Contact:

David Brackney, Sr. Procurement Specialist
Arizona Department of Corrections, Rehabilitation & Reentry
Phone: 602-364-3796
Email: dbrackney@azadc.gov



Denel M. Pickering, Chief Procurement Officer



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Attachment 2 Deviations and Exceptions Form (TAB 3)

Attachment 3 Designation of Confidential, Trade Secret & Proprietary Information (TAB 4)

Attachment 4 Additional Materials Form (TAB 9)



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- Attachment 5 Administrative Information (TAB 13)
- Attachment 6 Identification of Subcontractors (TAB 7)
- Attachment 7 References (TAB 8)
- Attachment 8 Occurrence and Vacancy Sample/Template (TAB 10)
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Exhibits.....

- Exhibit 1 Certificate of Insurance
- Exhibit 2 Types of Department Written Instructions
- Exhibit 3 Department’s Technical Services Training Requirements
- Exhibit 4 Per Diem Invoice
- Exhibit 5 Supporting Detail for Per Diem Invoice
- Exhibit 6 Corrections to Previous Monthly Invoice(s)
- Exhibit 7 **NOT USED for this Solicitation**
- Exhibit 8 Inmate Time Sheet for Work Activities
- Exhibit 9 Notice of Option to Purchase - **Not Required for this Solicitation**
- Exhibit 10 Required Reporting
- Exhibit 11 Health Services Licenses/Certificates: Issuing Entity Information
- Exhibit 12 Consent to Search
- Exhibit 13 Confidentiality Agreement

Applicable Documents available online in APP

Uniform Terms and Conditions (Version 9 – Updated: July 1, 2013) see attached Arizona Procurement Portal file titled: “Uniform Terms and Conditions – BPM003512”

Uniform Instructions to Offerors (Updated: January 28, 2020) see attached Arizona Procurement Portal file titled: “Uniform Instructions to Offerors – BPM003512”



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1 SCOPE OF WORK

1.1 INTRODUCTION:

The State of Arizona is in the process of closing its ASPC-Florence prison facility. Part of the solution for a comprehensive transfer plan will include privately owned and operated facilities for medium and close custody male inmates. As authorized by A.R.S. § 41-1609, Arizona Department of Corrections, Rehabilitation & Reentry is seeking proposals for the provision of housing, management and operations services at a privately-owned prison facility(ies) for a total of 2,706 medium and close custody male inmates, with inmate loading to begin as soon as practicable. Offerors may submit proposals in any increments up to 2,706 inmates. Any proposed facility(ies) should comply with custody standards in accordance with Department Physical Plant Standards, and are subject to Department approval.

1.1.1 The Department reserves the right to award contracts to multiple contractors. The actual utilization of any contract will be at the sole discretion of the Department. The fact that the Department may make multiple awards should be taken into consideration by each Offeror.

1.1.2 The State of Arizona is seeking qualified Offerors who will:

1.1.2.1 Maintain effective custody and control over inmates in an environment that is safe, secure and humane. This includes safeguarding the public, staff, and inmates through the efficient, safe and secure operation of the prison facility, ensuring that all security and operational requirements are fulfilled, and unfavorable occurrences are prevented. Offerors shall comply with the requirements of Arizona Revised Statutes (A.R.S.) §§ 41-1609, 41-1609.01, 41-1609.02, 41-1609.03, and 41-1609.04; Offerors' attention is drawn to 41.1609.01 (G) which states: "A proposal shall not be accepted unless the proposal offers cost savings to this state."

1.1.2.2 Present a systematic correctional approach to advance Arizona's growing continuum of evidence-based security practices and inmate focused program services. This should be accomplished through, and in alignment with, sound correctional practices. Proposed security and program systems should reinforce inmate's responsibility, motivation, and ability to daily practice pro-social thinking, civil behavior and positive decision making. The goal is to support the evidence-based outcomes of literacy, sobriety, employability and successful reentry into society to reduce recidivism. The Department recognizes that the method to reach these intended goals is to ensure each inmate has an individual corrections plan beginning on the first day of incarceration



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and continuing through the end of community supervision. Offeror should describe how it will implement a corrections plan for each inmate in their custody.

1.1.2.3 Provide inmate housing consistent with custody level requirements. All beds may be located within the same prison complex. Beds must be cell environments for both close custody and medium custody inmates. For all beds, units, and/or complexes, the Offeror should propose facilities which meet custody standards consistent with the Department Physical Plant Standards which can be found at: https://corrections.az.gov/sites/default/files/documents/PDFs/adc-engineering-pps-manual_rev_030519.pdf

1.1.2.3.1 Since the Department's Physical Plant Standards apply to new construction of both ADCRR facilities and contracted private facilities, minor deviations may be reviewed and considered for existing or expanded facilities.

1.1.2.4 Provide inmate housing at an existing facility(ies); however, Offerors may propose an expansion of an existing facility by demonstrating that the facility will meet sound correctional practices, an acceptable loading schedule, and the Department's intent that each inmate will receive a corrections plan.

1.1.3 The Department is seeking offers that provide housing for 2,706 medium custody and/or close custody beds.

1.1.3.1 The estimated number of medium custody beds is 1,606, and the estimated number of close custody beds is 1,100. Offeror should clearly state in its proposal how many of each custody level inmates it can accommodate at its proposed facility(ies).

1.1.3.2 Funding for this project, including any resultant contract(s), requires an annual appropriation by the legislature, and the loading and retention of inmates is fully contingent upon the availability of funds for each specific State Fiscal Year (July 1 through June 30).

1.1.3.3 No expectancy of additional awards. Any additional award of male medium and/or close security beds could only be made after specific statutory authorization. At this time, the Arizona Legislature has not granted such authorization, and it may not ever do so. Offerors must take the following into account. Any award under this RFP does not create any contract rights, property rights or expectancies of any sort as to any future award(s) of additional beds in excess of the beds presently authorized. The Department reserves the right to use any



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lawful and legislatively authorized method to obtain any future additional beds. It is by no means certain that the Department will need additional beds at any particular time in the future, and nothing in this RFP or in any resultant contract(s) awarded under this RFP shall be deemed as limiting the power of the Department to make discretionary future determinations concerning the need for any additional beds or the best way to obtain them.

- 1.1.4 The location of the facility(ies) shall be within the contiguous United States. Preference shall be given for an Offeror with a facility(ies) located within the State of Arizona.
- 1.1.5 The State will analyze the location(s) proposed and factors which affect its operation and costs which include at a minimum: labor resources, employee cost of living, officer turnover rates, distance from available housing, criminal justice recruitment competition, and an acceptable response to each section in the scope of work.
- 1.1.6 The provision of all services consistent with the requirements herein (e.g., structure, operation, staff, programming, etc.) shall be the basis for deriving a per diem rate.
 - 1.1.6.1 Services shall include the provision of a structure(s) for the management and operation of the facility, to include all aspects of prison operations, e.g., security, staffing, food services, medical services, physical plant, maintenance, inmate programming consistent with the Department's reentry initiative which includes periodic needs assessment, individualized inmate plans, evidence-based programming and/or work thirty (30) or more hours per inmate per week, a system of incentives, discharge planning, and related services.
- 1.1.7 In order to help satisfy the requirement that all inmates are engaged in school, work and/or treatment thirty (30) or more hours during the work week, all Offerors proposing a facility(ies) in Arizona will be obligated to pursue third-party Inmate Work Contracts between Arizona Correctional Industries (ACI) and private companies for inmate employment, consistent with custody level and sound correctional practices.
- 1.1.8 Offerors should describe how they will conduct programs to provide rehabilitation and reentry preparation for inmates.



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1.2 DEFINITIONS:

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

1.2.1.1 Activation Date. The activation date is when the first inmate is received by the contracted bed facility. Activation date also means load date. The initial two (2) year contract term shall begin on this date.

1.2.1.2 Arizona Correctional Information System (ACIS). The computerized portion of the Master Record File maintained for each inmate committed to the Department. This system is usually identified by its acronym "ACIS".

1.2.1.3 Arizona Correctional Industries (ACI). ACI is a key component within the Department. ACI makes available within the state correctional institutions opportunities for employment of inmates in jobs which combat idleness and develop good working habits. ACI provides training and work experience that will assist inmates in eventually securing and holding gainful employment outside the correctional institution.

1.2.1.4 Arizona Health Care Cost Containment System (AHCCCS). A State agency that offers health care programs to Medicaid-eligible clients.

1.2.1.5 Assault. Intentionally, knowingly, or recklessly causing physical injury to a person; intentionally placing a person in reasonable apprehension of imminent physical danger; or knowingly touching another person with the intent to injure, insult, or provoke such person.

1.2.1.6 Capital Equipment. Item(s) acquired by the Contractor with monies from all funds, including the Welfare and Benefits Fund (W&B), with a unit cost of \$5,000 or more and a useful life of at least one year. Unit cost includes applicable sales tax, freight and other ancillary costs to place the asset in its intended location.

1.2.1.7 Career and Technical Education (CTE). Career and Technical Education (CTE) is provided to inmates who have received a high school diploma or earned a General Educational Development (GED) certificate. CTE consists of classroom instruction and hands-on application in real-world employment settings providing practical



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training and skills development in disciplines hiring ex-offenders throughout Arizona and offering sustainable wages. It employs all of the active ingredients for success in the workplace notably, skill-building, classroom instruction, customer contact, quality control, production timelines, material and raw product costs and teamwork. CTE strives to create a realistic work and learning environment.

1.2.1.8 Close Custody. A custody level classification for inmates who represent a high risk to the public and staff. These inmates shall not be assigned to work outside the secure perimeter of an institution. These inmates require controlled movement within the institution. Close custody inmates may be from General Population (GP), or populations such as Protective Custody (PC) or Sex Offender (SO), based on Department classification. Definition from Department Order (DO) 801, Inmate Classification and Classification Technical Manual.

1.2.1.9 Close Security General Facility Requirements. A Close Security facility or unit is constructed to house inmates whose public risk is high. These inmates present a moderately high risk to the public should escape from custody occur. The facility should be capable of restricting inmate movement within the facility. A Close facility could be a part of a larger complex of prison units. Support functions vary if the prison is stand alone or part of a larger complex. The maximum inmate population of a Level 4 unit is 1,000 beds. Physical separation of inmate populations within a unit may be required depending on such circumstances as facility design, staffing patterns, and operational plan and at the minimum; a 1,000 bed unit is to be designed to divide the recreation area into two 500 inmate yards. The primary determining objective shall be the need for sound correctional practice, which ensures the safety of staff and inmates as well as effective security. Support and program functions should be designed to minimize inmate movement from yard to yard, and will require some duplication of functions. ADCRR developed RFP's and Project Descriptions may further define facility services and size requirements. Due to the high level of escape risk of Close Custody inmates, the facility is designed with a high level of physical security. The facility shall be designed to withstand abuse, wear and tear, and require relatively low maintenance.

1.2.1.10 Cognitive Restructuring. A systematic approach to the identification, analysis and communication of ideas and issues. Cognitive restructuring is evidence-based methodology by which inmates are taught how to identify and solve problems and communicate effectively. The Department utilizes cognitive restructuring as the basis for all of its programming.



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- 1.2.1.11 Contract Facility Operator. Means the same as “Contractor”, the person or entity that is the legal Contract holder and is legally responsible for the management and operation of the Contract Facility.
- 1.2.1.12 Contract Facility Warden. Title of the Contractor’s employee charged with leading and managing the daily operations of the Contract Facility.
- 1.2.1.13 Contractor. Any person who has a Contract with the State. For the purposes of this solicitation, Contractor means the same thing as Contract Facility Operator.
- 1.2.1.14 Corrections Plan. The Department has an automated summary document to systematically capture each incoming inmate’s Needs and Risks during the Intake and Assessment process. The needs refer to specific areas that drive or contribute to an individual inmate’s criminality. The inmate’s identified needs will be prioritized for intervention and then incorporated accordingly into the inmate’s Correction Plan. Inmates are expected to address identified needs and risks throughout their incarceration and on parole per their individualized Corrections Plan. The Plan is evaluated and may be updated annually to reflect the results of the reclassification process.
- 1.2.1.15 Court Orders and Case Law. Any case law, court orders or judgments issued by a court of competent jurisdiction and any stipulations, agreements or plans entered into in connection with litigation that are applicable to the operation, management or maintenance of the Department or contract facilities and to the treatment or custodial care of inmates. Court Orders shall include court orders currently in effect at the time of the Contract award, and any that may come into effect throughout the term of the Contract.
- 1.2.1.16 Department. Department means the Arizona Department of Corrections, Rehabilitation & Reentry.
- 1.2.1.17 Department Contract Beds Bureau. The Bureau within Prison Operations established to closely monitor, evaluate and support private prisons under contract with the Department. All contract facilities are closely monitored to ensure that they are managed in accordance with applicable Arizona Revised Statutes (A.R.S.), Department policies and procedures, the Department Strategic Plan, and that the Contractor is in compliance with the provisions of the contract.
- 1.2.1.18 Department of Corrections Contract Beds Operations Director (CBOD). Department employee charged with managing Contract



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Facility operations to ensure every Contract Facility Operator is in compliance with Department Written Instructions and the terms and conditions of the Contract.

- 1.2.1.19 Department Contract Monitor. Department employee who ensures that the objectives of a contract are accomplished and the Contractor meets its responsibilities.
- 1.2.1.20 Department Written Instructions. Regulations and management directives issued by executive staff of the Department. These regulations and directives govern the administration and operation of the Department as a whole and the individual institutions consistent with statutes, rules and sound correctional practices. Unless otherwise specified, Department Orders (DO), Director's Instructions (DI), or Manuals when used herein shall mean all form of written instructions. See Exhibit 2, Types of Department Written Instructions.
- 1.2.1.21 Director. The Director of the Arizona Department of Corrections Rehabilitation & Reentry, or their designee.
- 1.2.1.22 Emergency Health Care. Care that is necessary to immediately treat the sudden and unexpected onset of a life- or limb-threatening condition, i.e., heart attack, stroke, etc.
- 1.2.1.23 Evidence-Based Programs. Programs supported by sound social science research; demonstrate reliability and validity over time and in different settings if implemented with integrity. This concept does not preclude innovation.
- 1.2.1.24 Health Care Plan. An operational overview of the approach the contract health care provider shall undertake in the delivery of health care to the inmate population. A plan which outlines their expectation, approach, and methodology in the field of prison health care. One which addresses their working relationship with security factions within the prison, and how as a team, routine and emergency health care is accomplished. The plan shall cover Health Services Staff deployment and acceptable inmate waiting time for all levels of health care.
- 1.2.1.25 Inmate Wages. Compensation that can be earned by inmates in accordance with A.R.S. § 31-254 and the Department Work Incentive Pay Program (WIPP).



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- 1.2.1.26 In-Service Training. Annual training the Department requires the Contractor to provide to its employees to meet the training needs of staff.
- 1.2.1.27 Institutional Orders. Those procedures prepared by the Contractor and approved by the Department Contract Beds Operations Director that are based on Department Written Instructions. The procedures provide broad direction to the Contractor's staff in the operation, management and maintenance of the Contract Facility.
- 1.2.1.28 Inventorial Equipment. Any item acquired by the Contractor with monies from any funds derived from the Contract including the Welfare and Benefits Fund with a unit cost of \$1,000 or more and a useful life of at least one year.
- 1.2.1.29 Master Record File. The Master Record File consists of information in ACIS and the hard copy inmate record file. The Department maintains a master record file for each inmate committed to the jurisdiction of the Department. Master Record Files are maintained at the Offender Services Bureau, Offender Information Unit, in accordance with A.R.S. § 31-221. Any other record or file is a Special Purpose File.
- 1.2.1.30 Medium Custody. A custody level classification for inmates who represent a moderate risk to the public and staff. Medium custody inmates may be from the General Population (GP), or populations such as Protective Custody (PC) or Sex Offender (SO), based on Department classification. These inmates shall not work outside the secure perimeter of an institution and require limited controlled movement within the institution. Definition from Department Order (DO) 801, Inmate Classification and Classification Technical Manual.
- 1.2.1.31 Medium Security General Facility Requirements. A facility or unit is constructed to house inmates whose public risk is medium. These inmates present a moderate risk to the public community should escape occur from custody. The facility shall be capable of restricting inmate movement within the facility and shall be constructed to an I-3 condition 2 occupancy standard per the International Building Code (IBC). A facility could be a part of a larger complex of prison units and as such will be referred to as a medium custody unit. Physical separation of inmate populations within a unit may be required depending on such circumstances as facility design, staffing patterns, and operational plan. The primary determining objective shall be the need for sound correctional practice, which ensures the safety of staff and inmates as well as effective security. Support and program functions shall be designed to minimize inmate movement from yard



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to yard and may require some duplication of functions. Medium Custody inmates shall be housed in a cell environment.

- 1.2.1.32 National Commission on Correctional Health Care (NCCHC). Originally a subsidiary of the American Medical Association (AMA), the NCCHC promulgates standards for the elective certification of health care delivery systems in individual adult jails and prisons and juvenile detention and confinement facilities.
- 1.2.1.33 Non-Inventorial Equipment. Items that are individually under \$1,000, but collectively may be over \$1,000, i.e. dishes, tables, chairs, trays, office supplies, etc.
- 1.2.1.34 Offeror. A person who submits a proposal in response to this solicitation; upon ADCRR's acceptance of an Offer, "Offeror" shall have the same meaning as "Contractor" in order to give proper meaning to the Contract.
- 1.2.1.35 Position. Employment consisting of a 40-hour work week during a seven-day period, i.e. full-time. One full-time position is filled with one employee; exceptions require pre-approval.
- 1.2.1.36 Post. The location(s) where a full-time employee is assigned to perform his/her duties.
- 1.2.1.37 Post Orders. Written orders related to the Contractor's procedures that have been prepared by the Contractor and approved by the Department of Corrections Rehabilitation & Reentry, Contract Beds Operations Director or designee. Post Orders provide direction to Contractor's staff regarding responsibilities assigned to specific posts in the Contract Facility.
- 1.2.1.38 Pre-Service Non-Security Training. Training equivalent to the Department curricula that the Contractor is required to provide to all non-security staff, including volunteers, subcontractors, and independent contractors, as well as the employees, agents or representatives of subcontractors or independent contractors who work for or provide services to the Contractor at the facility.
- 1.2.1.39 Pre-Service Security Training. Training equivalent to the Department Correctional Officer Training Academy (COTA) curricula that the Contractor is required to provide to all staff designated as Security Officers.



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1.2.1.40 Reentry. Preparation for release begins during Intake and continues throughout inmates' incarceration and community supervision. Reentry encompasses the workday and recreation time in prison, maximizing every inmate's opportunity to acquire and apply pro-social skills.

1.2.1.41 Security Agency. An agency that has qualified to receive a license from the Arizona Department of Public Safety (DPS) in accordance with A.R.S. Title 32, Chapter 26, Article 2, if applicable. If outside Arizona, an agency similarly licensed in the state in which the proposed facility is located.

1.2.1.42 Security Officer. An employee of the Contractor to whom a "registration certificate" has been issued by DPS in accordance with A.R.S. Title 32, Chapter 26, Article 3, if applicable, or other certification approved by the Department. Security Officers include Major, Captain, Lieutenant, Sergeant, and all Correctional Officers, including CO IIIs and CO IVs. Where an Offeror may use differing job titles, those deemed equivalent to ADCRR job titles will apply. If outside of Arizona, then Offeror's staff are to be similarly registered in the state in which the proposed facility is located.

1.2.1.43 Special Purpose Files. Department records that are transferred through the correctional system with the inmate and provided to the Contractor for those inmates assigned to the facility. Special Purpose Files include, at a minimum, the field (institutional) file as well as property, medical and visitation records.

1.2.1.44 Subcontractor. Pre-approved entities with which the Contract Facility Operator initiates contractual agreements for the purpose of providing services to the inmates as defined within the prime Contract, i.e., food services, medical treatment, etc. Subcontractors do not include those contractual agreements which concern the maintenance of the facility, i.e., trash collection, pest control, office equipment, maintenance agreements, etc.

1.2.1.45 Transition-specific Planning. Six (6) to twelve (12) months prior to release, all inmates shall participate in transition-specific planning provided by CO III (caseworker) and parole staff. Transition-specific planning has six facets. Inmates admitted to the Department with less than six (6) months to serve confined, receive transition-specific planning immediately upon assignment to their housing units.

1.2.1.45.1 The six facets are: Public Safety (State Driver's License or ID, community notifications, Sexually Violent Predator



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(SVP) registration); Public Health (30-day medication pre-dispensed, AHCCCS eligibility); Crime Victims (victim notification, restitution, reentry courts); Workforce development (full-time employment, replacement Social Security card, and financial planning); Housing and transportation (safe, sober and affordable housing); and Families and communities (child custody, child support, voter reinstatement).

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

1.2.1.47 Work. Contractor's Work under any resulting contract is the totality of the materials and services and all the acts of administration, creation, production, and performance necessary to fulfill, and incidental to fulfilling, all of the Contractor's obligations and duties under the contract in conformance with the contract and applicable laws.

1.3 **PROPOSED SITE:** The location of the facility(ies) shall be within the contiguous United States.

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

1.3.1.1 The individual or entity that holds legal title to the property. Offerors shall have full ownership and legal title to the property or show evidence of full legal right to use the property and for how long.

1.3.1.2 Complete address of the proposed facility.

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

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

1.3.2 The Offeror shall demonstrate medical accessibility to outside services.



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1.3.2.1 The Offeror shall identify hospital facilities within thirty (30) minutes of the facility.

1.3.2.2 Hospital facilities shall be available to provide complete hospital care and emergency services twenty-four (24) hours per day, seven days per week for inmates assigned to the facility.

1.3.2.3 Demonstrate medical accessibility to outside services, including the hospital location, time for transport to the hospital by ground and air transportation, and a description of available services. Specialty services such as cancer treatment, diagnostic testing (e.g., MRI, PET, CT scans), substance abuse, and mental health services not available in the facility should be available within a reasonable distance.

1.3.3 The Offeror shall demonstrate that the facility location(s) proposed is viable in terms of factors which affect its operation and costs.

1.3.3.1 The Offeror's response shall include information regarding the following for each geographic area in which a proposed facility is to be located:

1.3.3.1.1 Availability of labor resources in all employment categories required to operate the proposed prison facility;

1.3.3.1.2 Employee cost of living;

1.3.3.1.3 Distance from available housing;

1.3.3.1.4 Criminal justice recruitment competition;

1.3.3.1.5 Current correctional officer/detention officer turnover rates in the area, if available.

1.4 LICENSING AND ADDITIONAL REQUIREMENTS

1.4.1 The Offeror shall be a currently licensed security agency and shall provide proof by copy within their proposal response.

1.4.1.1 The Offeror shall be licensed in accordance with A.R.S. Title 32, Chapter 26, Article 2, as applicable, or similarly licensed in the state in which the proposed facility is located.

1.4.1.1.1 The requirements of A.R.S. Title 32, Chapter 26, Article 2, §32-2613(C)(2) shall not limit in any way insurance requirements stipulated by this Contract.



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1.4.1.1.2 Non-compliance with the insurance requirements shown in Section 3.29 of this solicitation shall be considered an Event of Default.

1.4.1.2 The facility(ies) shall be licensed in accordance with Arizona's Security Agency requirements, as applicable, or similarly licensed in the state in which the proposed facility is located.

1.4.1.2.1 The Offeror shall remain licensed for the term of the Contract and shall provide a copy of the renewal or license that reflects its current status.

1.4.2 The Contract Facility Operator shall comply with all Department Written Instructions, applicable State Administrative Rules, State statutes, and Federal laws.

1.4.3 When new Department Written Instructions or State Administrative Rules are issued, or if new Court Orders / Decrees are entered, or case law created by a Court of jurisdiction impacting this Contract:

1.4.3.1 The Contract Facility Operator shall immediately prepare new and/or revised written institution orders and post orders for approval by the Department's Contract Beds Operations Director (CBOD), or designee, and implement them in full within the time frame stipulated by the Department.

1.4.3.2 The Contract Facility Operator shall be responsible for all costs to fully implement the new or revised Department Written Instructions, applicable Court Order/Decrees, or new case law or statute occurring after execution of this Contract.

1.4.4 Offerors shall submit a milestone chart with their proposal that reflects all major milestones from time of proposal submittal to projected load date of first inmate to include, but need not be limited to, the following:

1.4.4.1 Development of policies / procedures.

1.4.4.2 Hiring staff.

1.4.4.3 Training.

1.4.4.4 Pre-activation activities.

1.4.4.5 Construction schedule (if facility modifications are required).



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1.4.4.6 Loading of the inmates.

1.4.5 The Contractor shall develop and submit for approval to the Department not less than ninety (90) days prior to receiving the first inmate, procedures governing:

1.4.5.1 Americans with Disabilities Act Compliance

1.4.5.2 Armory Procedures

1.4.5.3 Communications

1.4.5.4 Employee Training and Education

1.4.5.5 Firearms and Use of Force Training

1.4.5.6 Food Service System

1.4.5.7 Incident Management of Inmates

1.4.5.8 Inmate Accountability System

1.4.5.9 Inmate Behavioral Control

1.4.5.10 Inmate Banking

1.4.5.11 Inmate Commissary

1.4.5.12 Inmate Death Notification/Disposition

1.4.5.13 Inmate Education, Work-Based Education

1.4.5.14 Inmate Escape Prevention/Response

1.4.5.15 Inmate Legal/Court Access

1.4.5.16 Inmate Library Services

1.4.5.17 Inmate Mail and Property

1.4.5.18 Inmate Phone Calls

1.4.5.19 Welfare and Benefits Fund

1.4.5.20 Inmate Programs

1.4.5.21 Inmate Recreation/Arts & Crafts

1.4.5.22 Inmate Transportation

1.4.5.23 Inmate Visitation

1.4.5.24 Inmate Work Activity

1.4.5.25 Occupational Safety and Health Requirements

1.4.5.26 Policy Development

1.4.5.27 Public Access - Tours

1.4.5.28 Searches

1.4.5.29 Security/Facility Inspections

1.4.5.30 Tool and Chemical Control

1.4.5.31 Communications with & Report Submission to the Department

1.4.5.32 Designated Armed Response Team (DART) and/or Tactical Support Unit (TSU)

1.4.5.33 Prison Rape Elimination Act (PREA)

1.4.5.34 Inmate Suicide Prevention

1.4.5.35 Internal Compliance Monitoring Program

1.4.5.36 Emergency Response Plans

1.4.5.37 Substance Abuse, Detection and Control



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- 1.4.6 The Contractor shall maintain a security manual containing all procedures and post orders for institutional security and control with detailed instructions for implementing the above procedures.



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1.5 INVESTIGATIONS

- 1.5.1 Investigations of all alleged criminal activity involving Department inmates assigned to the facility shall be conducted by representatives of the Department of Corrections Rehabilitation & Reentry Inspector General Bureau. The Department Contract Monitor shall be notified immediately by the Contract Facility Operator of suspected inmate criminal activity. The Department Contract Monitor shall notify appropriate Department authorities regarding the alleged activity.
- 1.5.2 The Department shall have the right to conduct any investigation it deems necessary, including, but not limited to, the actual or alleged activities listed below. Contractor is required to provide its prompt, full and forthcoming cooperation with all investigations, and any failure to fulfill this requirement shall be considered a material breach.
- 1.5.2.1 Improper relationships between the Contract Facility Operator staff and Department inmates.
 - 1.5.2.2 The introduction of illegal contraband to the facility whether by Department inmates or facility staff.
 - 1.5.2.3 The Contract Facility Operator staff arrests, to include (but not limited to) staff arrests involving criminal activity with Department inmates.
 - 1.5.2.4 Inmate escapes, disturbances, suicides, and any fiscal improprieties or other activity potentially compromising the safety of employees, inmates, or the public.



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1.6 CONTRACT MONITORING ACTIVITIES

- 1.6.1 The Department shall monitor the Contractor's compliance and performance with all Contract provisions and applicable policies and standards. Monitoring activities shall be conducted by Department staff in areas that include, but are not limited to: security operations, inmate programs, health services, mental health, substance abuse, food service, safety, sanitation, and finance.
- 1.6.2 The Department shall assign staff who shall monitor contract compliance and performance on a daily basis and coordinate all necessary activities relative to the Contract Facility Operator and the Department. These monitors shall report to the CBOD or designee.
- 1.6.3 Department staff authorized by the CBOD shall have access to the facility, the inmates, and records at any time, with or without prior notice to the Contract Facility Operator.
- 1.6.4 Contract Facility Operator shall comply with the following:
 - 1.6.4.1 The Contract Facility Operator shall, via its assigned Contract Facility Warden, ensure monitoring of all service delivery, to include monitoring of subcontracted services, including but not limited to, security, inmate management and control, inmate programs and services, facility safety and sanitation, administration, food service, personnel practices and training, inmate health services, inmate discipline, and records pertaining to this Contract.
 - 1.6.4.2 Failure to comply with internal monitoring requirements shall result in a written deficiency notice and/or other forms of documentation and shall require a corrective action plan. Egregious, repetitive or continual occurrences of failure may result in monetary offsets, suspension, or termination of the Contract.
 - 1.6.4.3 A draft of an internal monitoring program shall be provided to the Department as part of the Offeror's proposal response and shall be based on their offer(s). The program shall include the appropriate amount of dedicated personnel by the Contractor to carry out the responsibilities of monitoring to ensure that the facility remains safe and secure and is being managed in accordance with A.R.S. §§ 41-1609, 41-1609.01, 41-1609.02, 41-1609.03, and 41-1609.04. Monitoring activities shall, at a minimum, include documenting noted deficiencies in writing (and/or via email) and performing timely corrective action to ensure service requirements specified by this contract are met. Documentation generated as a result of internal monitoring evidencing completion of monitoring activities and their



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results will be provided to the Department Contract Monitor in writing monthly. Deficiencies that could constitute an emergency and be considered a life or safety issue for the public, staff, and/or inmates shall require immediate notification to the Department Contract Monitor verbally and in writing (and/or via email), and identification of the specific immediate cure period for the deficiency.

1.6.4.4 Provide a monthly calendar of scheduled unit meetings in accordance with DO 112, Department Meetings, to the Department Lead Monitor.

1.6.4.4.1 Submit meeting minutes to the Department Lead Monitor within seven (7) calendar days of a scheduled meeting.

1.6.4.4.2 Complete inmate Levels of Supervision by Private Prison Case Managers.

Education:

1.6.4.5 Provide an organizational chart of education staff positions denoting supervisors, teachers (by content area), and aides. This chart shall show the education supervisory chain of command, and shall be revised whenever staff changes may occur.

1.6.4.6 Private prison Correctional Education Program Supervisor(s) (CEPS) shall attend quarterly meetings as scheduled by the Department Education Bureau.

1.6.4.7 Utilize the same evaluation tool as the Department - the Danielson Framework Evaluation - which is aligned to current Arizona College and Career Ready Standards, or any other evaluation tool as directed by the Department Education Bureau.

1.6.4.8 Submit teacher evaluations to the Department Education Administrator as completed. Each teacher shall receive at least two (2) evaluations annually, performed by private prison CEPS.

1.6.4.9 The Department audit tool for monitoring and evaluation of Career Technical Education programming shall be submitted monthly to the Education Administrator. The private prison CEPS shall do monthly walkthroughs of all Career Technical Education programming classes utilizing the Department audit tool.

1.6.4.10 Report the following to the Education Administrator on a monthly basis: GED completions, mandatory literacy completions, and Career



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Technical Education certificates awarded (number and type of certificate), and/or any other implemented system reports.

1.6.5 Department monitoring:

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

1.6.5.2 Monitoring activities shall be conducted on both a random and routine basis by Department monitoring staff. Monitoring shall include, but is not limited to, security, inmate management and control, inmate programs and services, facility safety and sanitation, administration, food service, personnel practices and training, inmate health services, inmate discipline, and records pertaining to this Contract. Findings of non-compliance shall result in written deficiency notices and/or other forms of documentation and shall require corrective action plans.

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

1.6.5.4 The Department Inspector General's staff shall conduct an annual contract compliance review/audit. Evaluation shall be based on direct observation, observed performance of tasks, and review of required documentation. Findings of non-compliance shall result in written deficiency notices and/or other forms of documentation and shall require corrective action plans.

1.6.5.5 The Department Medical Services Division (MSD) shall have and retain the right to conduct random monitoring and provide reports of the outcome to the Department Contract Beds Bureau. Monitoring shall include, but shall not be limited to, policy compliance, access to care, NCCHC compliance, provisions of health care, and MSD



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performance measures as identified herein. Findings of non-compliance shall result in written deficiency notices and/or other forms of documentation and shall require corrective action plans.

1.6.5.6 The results of all compliance and performance monitoring/inspection activities conducted by the Department shall be provided to the Contract Facility Operator in writing by the Department Contract Monitor or via other Departmental lines of communication, including email.

1.6.5.7 If non-compliance issues are noted during a monitoring/inspection activity, the Department shall provide a written deficiency notice and/or other form(s) of documentation to the Contract Facility Operator regarding the details of the non-compliance, the required corrective action, and the period of time allowed to bring performance back into compliance with Contract requirements.

1.6.5.7.1 If, at the end of the specified time period, the Contractor has complied with the corrective action requirements, the Department will take no further action.

1.6.5.7.2 If, however, the Contractor has not complied with the corrective action requirements, the Department Contract Monitor shall notify the Contract Facility Operator in writing (and/or via email) that the matter will be referred to the CBOD and/or the Department's Chief Procurement Officer (CPO) to take action against the Contract Facility Operator, including but not limited to monetary offsets, suspension, or termination of the Contract.

1.6.5.8 If non-compliance issues are identified or discovered during a monitoring/inspection activity, for which the gravity or severity of the issue harms the public and/or cannot be mitigated by a Contractor's ability to bring its performance back into compliance at a future date through a corrective action plan, the Department Contract Monitor shall also notify the Contract Facility Operator in writing (and/or via email) that the matter will be referred to the CBOD and/or the CPO to take action against the Contractor, including but not limited to monetary offsets, suspension, or termination of the Contract.

1.6.5.9 The Contract Facility Operator shall have ten (10) calendar days to appeal in writing (and/or via email) disputing a finding of non-compliance that results in a deficiency notice/corrective action plan or a decision to refer the matter to the CBOD and/or the CPO for action.



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1.6.5.10 The Department Contract Monitor shall have ten (10) calendar days to make a final determination regarding the disposition of the deficiency notice/action plan or the decision to refer the matter to the CBOD and/or the CPO for action and to provide written notice to the Contractor of the final determination.

1.6.5.11 Department Lead Monitors shall:

1.6.5.11.1 Be present at the beginning of meetings as follows:

Quarterly

Lead Monitor – Warden/CO Meeting and DW/CO Meeting (as applicable)

Program Monitor – Program & Education Meetings

Security Monitor – Captain/Supervisor Meeting

Monthly – All available Monitors will attend:

Private Prison-facilitated Inmate Community Meeting

Other facility meetings, as directed by the CBOD.

1.6.5.11.2 Randomly review a selection of onsite and 100% of offsite assigned inmate levels of supervision to ensure compliance.

1.6.5.11.3 Document cultural assessments of staff/inmate and supervisor/subordinate interaction at private prison(s) in the monthly 703 report.

1.6.5.11.4 Report quarterly percentage of completed staff training for quarters 1-3 and monthly during the last quarter via the monthly 703 report.

1.6.5.11.4.1 Any deficiencies will result in the issuance of a Letter of Concern (or other form of communication, such as GAR entry, etc.) to the Private Prison Warden.

1.6.5.12 The Department Security Operations Administrator or designee will attend and evaluate private prison Tactical Support Unit training quarterly, or at the Department's discretion, providing a written report of findings to the Private Prison Warden and CBOD, as applicable.

1.6.5.13 The Department Emergency Preparedness Administrator or designee will review private prison Emergency Response Plans annually and provide a written report of findings to the Private Prison Warden; written corrective action plans and the completion of all plan actions and related documentation shall be required. A copy of this report will be provided to the CBOD.



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1.6.5.14 The Department Staff Development and Training Bureau will:

1.6.5.14.1 Provide staff to evaluate selected private prison pre-service, in-service, and specialty training (CO III Academy, FTO training) monthly for compliance with curriculum, instructor certification, and quality of delivery; providing a written report to the Chief Learning Officer and CBOD. Visits will be unannounced. Any deficiencies or concerns will result in a formal letter from the Chief Learning Officer to the Private Prison Warden and require a corrective action response with a copy to the CBOD.

1.6.5.14.2 Follow up on any Corrective Action Plans (CAP) to ensure compliance.

1.6.5.15 The Department Education Bureau will:

1.6.5.15.1 Provide a standardized evaluation tool that examines teacher effectiveness in five instructional domains.

1.6.5.15.2 Provide training to the private prison CEPS in its implementation and execution.

1.6.5.15.3 Provide classroom visits of sites and observe teachers annually.

1.6.5.15.4 Review and approve the private prison's curriculum for GED and mandatory literacy requirements.

1.6.5.15.5 Provide monthly reports to private prisons of mandatory literacy and GED enrollments and successful completions to ensure inmates mandated to the program are attending.

1.6.5.15.6 Provide an audit tool for supervisors to use in monitoring and evaluating Career Technical Education (workforce development) programming and provide training and support for the vocational audit tool.

1.6.5.15.7 Conduct annual inspections of all Career and Technical Education and Academic Education programs in accordance with Contract Beds, DO 106.1.7.1.2. The Education Bureau's designated education monitor will submit an annual report of private prison Career Technical Education and education services to the Education Administrator and the Inmate Programs and Reentry Assistant Director.



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1.6.6 General Requirements:

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

1.6.6.2 The Department Contract Monitor and monitoring staff may be physically located at the facility, at the Department's sole discretion.

1.6.6.3 The Contract Facility Operator shall provide Department monitoring staff exclusive use of office space and equipment, i.e., desks, chairs, file cabinets, multifunction printers with multi-page scanning capabilities that can scan to a network shared drive or PC shared drive, office supplies, computers (computer equipment and software, to be updated to maintain compliance with Department standards), etc., for a minimum of four (4) Department staff per 1000 (or fewer) bed unit, or at least one (1) staff per 250 beds, if larger. (Note: This requirement may be reduced by the Department if the facility is located outside Arizona.)

1.6.6.3.1 Each Department monitoring staff member shall be provided a minimum of 120 square feet of workspace, to include network infrastructure and power to allow connection of four data devices.

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

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

1.6.7.1 Calculating inmate release and parole eligibility dates.

1.6.7.2 Calculating and awarding sentence credits.

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

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

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



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

1.6.7.7 Inmate Classification.

1.6.7.8 Training designated Contract Facility Operator staff in the areas and for the time frames shown by Exhibit 3, Department's Technical Services Training Requirements.



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1.7 PERFORMANCE AND MONETARY OFFSETS

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

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

1.7.2.1 Please see DO 606, Internal Inspections Program and DO 703, Security/Facility Inspections. The current GAR collection of performance measures is available upon request.

1.7.2.2 Contractor shall ensure that each of the GAR performance measures is met. Any deficiencies shall be addressed by the contract monitor and ensure corrective action is taken.

1.7.3 Monetary Offsets:

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

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

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

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

1.7.3.5 Automatic Monetary Offsets: The Department may, at its sole discretion, assess the monetary offsets listed in Exhibit 10, Required Reporting on deliverables as follows:

1.7.3.5.1 Report not received by 5:00 PM on the due date indicated. If the due date falls on a weekend or a State Holiday, offsets shall be assessed on deliverables not received by 5:00 PM on the next business day.



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



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1.7.3.8.3 The act or omission represents a blatant disregard for the requirements and responsibilities set forth in the Contract or represents a pattern of non-compliance.

1.7.3.8.4 Except as otherwise noted below, the monetary offset shall be \$1,000 per occurrence, not to exceed \$25,000 per finding of non-compliance.

1.7.3.8.5 Immediate monetary offsets shall be imposed as follows for the following:

1.7.3.8.5.1 An act of incompetence or neglect that presents a known and excessive risk to public safety. Monetary offset shall be up to \$25,000 per occurrence, per finding of non-compliance.

1.7.3.8.5.2 An act of deliberate indifference that disregards a known and excessive risk to an inmate's health or safety or violates an inmate's civil rights. Monetary offset shall be up to \$25,000 per occurrence, per finding of non-compliance.

1.7.3.8.5.3 Failure to provide comprehensive healthcare services coverage twenty-four (24) hours a day seven (7) days a week, excluding a declared state of emergency recognized by the Department. Monetary offset shall be up to \$10,000 per occurrence, per finding of non-compliance.

1.7.3.8.5.4 A court finding of an act of deliberate indifference against a Department inmate. Monetary offset shall be the amount of the judgment levied against the State of Arizona.

1.7.3.8.5.5 Misrepresentation or falsification of information furnished to the Department. Monetary offset shall be up to \$10,000 per occurrence, per finding of non-compliance.

1.7.4 Intermediate Sanctions For Exigent Circumstances:



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

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



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1.8 CONTRACTOR'S / SUBCONTRACTOR'S QUALIFICATIONS

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

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

1.8.3 Offeror's experience as a prison and/or correctional facility(ies) operator: Experience as a contract correctional facility(ies) operator since the Offeror began operation, or since January 1, 2011, whichever is the shorter period, including operation under prior ownership or management:

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

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

1.8.3.1.2 Location (full address);

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

1.8.3.1.4 Current Custody Levels Managed;

1.8.3.1.5 Current Number of Inmates per Custody Level;

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

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

1.8.3.2 Offerors shall provide the following, as applicable:

1.8.3.2.1 A history of at least five (5) years of experience within the last ten (10) years managing medium and close custody



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correctional inmates in the United States. Provide details on numbers of inmates managed for each of the two custody levels.

1.8.3.2.2 Information regarding any cessation in operation of a prison/facility based upon negligent or wrongful acts committed by the Offeror or based upon a contract being terminated, canceled, not awarded, or not renewed for cause.

1.8.4 Organizational qualifications and experience. Experience relative to the operation and management of secure prisons and/or correctional facilities in the United States, as well as the availability of experienced management staff to carry out the terms of the Contract.

1.8.4.1 For the Corporate Management Team, who will be responsible for a Contract awarded as a result of this request for proposal, the Offeror shall:

1.8.4.1.1 Identify each member by name and title.

1.8.4.1.2 Provide a resume or equivalent documentation to identify the experience of each member. This documentation shall clearly identify the amount of correctional experience each member has.

1.8.4.1.3 Identify how long each member has worked for the Offeror and the amount of time the management team has worked together.

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

1.8.4.2.1 Food Service Operator. (If subcontractor is used, describe their experience.)

1.8.4.2.2 Health Service Operator. (If subcontractor is used, provide detailed information on their experience in the delivery of medical, dental, pharmacy, and mental health services.)

1.8.4.3 Describe how the Offeror's Corporate Management Team will interact with on-site Contract Facility management, including but not limited to the Warden, Deputy Warden, Chief of Security, Food Service Operator, and Health Service Operator(s) and how the Corporate Management Team will support the proposed facility(ies) operations.



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- 1.8.4.3.1 Identify how often contact will occur.
- 1.8.4.3.2 What interaction will occur.
- 1.8.4.3.3 Method of interaction / communication to be used.
- 1.8.4.3.4 Identify how many facilities each of the Corporate Management Team members is (will be) supporting.
- 1.8.4.4 Describe an incrementally phased occupancy of the facility.
- 1.8.4.5 Provide evidence of compliance with Federal, State and local Standard/Licensure requirements as applicable to security agencies.
- 1.8.5 Past and Present Performance. Offerors are required to provide a list of, and information pertaining to, all customers in the United States since the Offeror began operation, or since January 1, 2011, whichever is the shorter period, including operation under prior ownership or management, to include all active contracts and all contracts which are no longer active.
 - 1.8.5.1 Information being provided shall include the following, as applicable:
 - 1.8.5.1.1 Full Contract/Customer Organization Name
 - 1.8.5.1.2 Complete Contract/Customer Address, City, State, Zip Code, telephone Number, e-mail address.
 - 1.8.5.1.3 Contract/Customer Contact name for verification. Each identified contact person shall have firsthand knowledge regarding the specific work of the Offeror.
 - 1.8.5.1.4 Identification if the Contract is active or inactive.
 - 1.8.5.1.5 Complete contract dates.
 - 1.8.5.1.6 Custody Levels Supervised/Managed.
 - 1.8.5.1.7 If the contract is inactive, full and complete disclosure of the reason(s) the contract ended (e.g., expired, was canceled, was terminated, was not renewed, was not awarded during a rebidding process, etc.).
 - 1.8.5.1.8 Provide the following for the most recent five years of each active contract. In addition, provide the following for the



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most recent three years of each inactive contract, of any within the last ten (10) years:

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

1.8.5.1.8.2 Detailed identification of, and information pertaining to, any and all monetary sanctions or monetary off-sets related to the provision of service covered by the contract and applied during the term of the contract, and the resolution or final disposition regarding the monetary sanctions or monetary off-set.

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

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

1.8.5.1.10.1 Contributed to any contracts ending.

1.8.5.1.10.2 Contributed to or were related to any deficiencies identified, concerns identified, failures identified, areas of non-compliance identified, monetary sanctions applied, or monetary offsets applied during the term of the contract.

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



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1.8.5.2.1 Contract performance should show that the Offeror:

1.8.5.2.1.1 Has met the requirements of the contract.

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

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

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

1.8.5.2.2 Should information provided by the Offeror or obtained by the Department during the course of this solicitation reveal that the Offeror's operation of a prison/facility ceased due to a contract being terminated, canceled, not awarded, or not renewed because of negligent or wrongful acts committed by the Offeror or for cause, the Offeror may be deemed non-responsible.

1.8.6 Occurrences. For each prison/facility identified herein, operated by the Offeror during the Offeror's last ten (10) years of operation, the Offeror shall provide with their response, in a format consistent with the sample format provided in Attachment 8, Occurrence and Vacancy Sample/Template the following:

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

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

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

1.8.6.4 Relevant information related to and full disclosure regarding the occurrence, as requested in the occurrence category. The Department



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reserves the right to contact all past contract holders/clients regarding any and all information provided.

1.8.6.5 Occurrence Categories:

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

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

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

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

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

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



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1.8.6.5.5.2 Damages resulting in a cost of \$5,000 or greater. (If applicable, identify the cost of damages.)

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

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

1.8.6.5.5.5 Inmates fail to comply with lock-down orders.

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

1.8.6.5.6 Suicides. For each inmate suicide, identify the method of suicide (i.e., hanging, self-inflicted fatal wound, etc.) and the inmate status at the time of suicide (i.e., in protective segregation, in detention, on mental health watch, in general housing unit, etc.).

1.8.6.6 The Department shall consider occurrence category rates as follows:

1.8.6.6.1 Offeror's occurrence rates shall be tallied and averaged for each occurrence category and shall be compared to the Department's three recent fiscal-year average for that occurrence category and ranked as "Below ADCRR", as "Meets ADCRR", or as "Above ADCRR".

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

1.8.6.6.3 Serious, egregious or extraordinary occurrences in one or more occurrence categories may be judged and ranked separately based upon the circumstances of the occurrence, and may cause the occurrence category to be ranked as "Above ADCRR" regardless of the results obtained as identified herein.



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1.8.6.6.4 Should information provided by the Offeror or obtained by the Department during the course of this solicitation reveal serious, egregious, or extraordinary occurrences in one or more occurrence categories that suggest negligence or wrongful acts committed by the Offeror, the Offeror may be deemed as non-responsible.

1.8.6.7 As shown in Attachment 8, Offeror is to provide information on their annual employee turnover percentage rates and their annual employee vacancy percentage rates, separately, for Correctional Series Staff; Program Staff; and Medical and Medical Health Staff. Offerors shall provide the calculation method used to determine these rates.

1.8.6.7.1 The annual employee turnover percentage rate shall be expressed as the ratio of workers that had to be replaced in a given time period for a given employee group to the mean average number of workers in that group over the same time period.

1.8.6.7.2 The annual employee vacancy percentage rate shall be calculated in a consistent manner for all reported data. Offeror shall provide a detailed description of the calculation method it used to determine these rates.

1.8.7 Subcontracted Services. Subcontractors may be used to furnish some services required by this solicitation; typically, to include food services, health services, and inmate commissary services. Subcontracting for facility management and security operations, and tertiary subcontracting for any services shall not be allowed without prior written approval of the Department. Services of any other subcontractors shall not be authorized without the prior written approval of the Department. Offerors shall identify in their proposal all areas for which they intend to utilize subcontractors to provide services.

1.8.7.1 The Contract Facility Operator shall accept full responsibility for the performance of all subcontractors and tertiary subcontractors.

1.8.7.2 Subcontracting for services shall not relieve the Contract Facility Operator of its primary responsibility to comply in full with the terms, conditions, requirements and responsibilities of this Contract.

1.8.7.3 Subcontractors shall have the staff and resources within their own capabilities to provide specified services, including the management of subcontractors.



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- 1.8.7.4 The cost for all subcontractors shall be included in the proposed per diem rate.
- 1.8.8 Offerors shall complete Attachment 6, Identification of Subcontractors, to provide required information regarding each proposed subcontractor.
- 1.8.8.1 The Contract Facility Operator shall not dismiss the services of a subcontractor without written notice to, and written approval from, the CBOD. The Contract Facility Operator shall also, with their written notice, submit their plan to ensure continuation of services without interruption.
- 1.8.8.1.1 The Contract Facility Operator shall provide relevant documentation as to subcontractor's qualifications to ensure the replacement service provider complies with Department requirements.
- 1.8.8.1.2 Replacement services shall not commence until the Contract Facility Operator receives the Department's written "Notice to Proceed".
- 1.8.8.2 If the Contract Facility Operator proposes to use a subcontractor in addition to or other than the authorized subcontractor(s) shown in Attachment 6, the Contract Facility Operator shall follow the process described below:
- 1.8.8.2.1 The Contract Facility Operator shall provide a revised Fee Schedule and Budget Narrative, Attachments 9 and 10, to indicate the costs of the subcontracted services. A revised General Staffing Pattern, Attachment 11, listing positions to be provided by the subcontractor, shall be provided to the Department. If a per diem cost adjustment (increase/decrease) is approved by the Department subject to the requirements of A.R.S. § 41-1609.01, a formal amendment shall be executed.
- 1.8.8.2.2 If a per diem cost adjustment is not required and the subcontractor is approved by the Department, the Director, or designee, shall advise the Department Procurement Services by written notice. Procurement Services shall provide the revised General Staffing Pattern, Attachment 11, and Identification of Subcontractors Attachment 6, to all parties by formal amendment. The effective date shall be the date of approval by the Director, or designee.



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



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1.9 FACILITY MANAGEMENT

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



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1.9.3.3 Program Services Delivery.

1.9.3.3.1 Education Service Delivery.

1.9.3.3.2 Career and Technical Education.

1.9.3.3.3 Substance Abuse Treatment Delivery.

1.9.3.3.4 Religious Service Delivery.

1.9.3.3.5 Resource Center Services Delivery.

1.9.3.3.6 Self-Improvement Programming.

1.9.3.4 Support Services Operations.

1.9.3.4.1 Food Service Delivery.

1.9.3.4.2 Commissary Service Delivery.

1.9.3.4.3 Health Services (Medical, Dental, Pharmacy).

1.9.3.4.4 Mental Health Treatment Delivery.

1.9.4 Describe in detail the Human Resources policies/practices for:

1.9.4.1 Applicant background checks.

1.9.4.2 Employee Recognition.

1.9.4.3 Promotions / Dismissals.

1.9.4.4 Recruitment.

1.9.4.5 Employee Retention.

1.9.4.6 Employee Wages and Benefits.

1.9.4.7 Use of part-time employment.

1.9.5 Describe the method to ensure that record-keeping functions relative to entry of inmate information into the Department ACIS is completed in a timely manner and how quality of entries is ensured. The Offeror shall ensure the ability to securely connect to a Web-based system for data entry.



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- 1.9.6 Operational Issues. Offerors shall provide a detailed response to the following topics:
- 1.9.6.1 The Commissioning Procedures (pre-activation audit), related to policy compliance, staff recruitment, training, physical plant activation, food service, inmate commissary, health services, and any other direct inmate services to be provided.
 - 1.9.6.2 The Quality Assurance Plan and method of implementation for provision of correctional services.
 - 1.9.6.3 Outline for preventive maintenance and emergency repairs, safety and sanitation of the physical plant.
 - 1.9.6.4 Plan for the maintenance of a drug-free workplace.
- 1.9.7 Critical Incident Response Plan. The Contract Facility Operator shall provide response plans that specify the procedures to be followed in the event of a Critical Incident at the contract facility. The Contractor shall adopt the same standards provided by the Department. Critical Incidents include:
- 1.9.7.1 An event(s) of noncompliance or violation of Contract terms and conditions that may present serious threat to the safety, health or security of inmates, employees, or the public.
 - 1.9.7.2 Hunger strikes, inmate disturbances, escapes, taking of hostages, employee work stoppages, strikes, fire, natural disaster, inmate suicides, inmate homicides, instances of compromise to the Prison Rape Elimination Act (PREA) or other serious events, in accordance with Department Written Instructions relating to significant incidents.
 - 1.9.7.3 Assumption and/or Emergency Operations: Contractor shall provide for Department approval, detailed plans which the Department may use to assume control of the private prison; or if the Contractor is a public entity, control of areas affecting the Department's inmates. Detailed plans shall include, but are not limited to, the following incidents or occurrences:
 - 1.9.7.3.1 A plan identifying the process of transferring the operations from the contracted facility to the Department upon termination of the Contract. For a Contractor who is a public entity, the plan shall identify the process of sending the inmates back to the Department in the case of termination of the Contract. The Contract may be terminated as delineated in this document.



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- 1.9.7.3.2 Event(s) of noncompliance or violation of Contract terms and conditions that may present serious threat to the safety, health or security of inmates, employees, or the public.
- 1.9.7.3.3 A plan identifying the process for the assumption of private prison operations by the Department in the event of bankruptcy or financial insolvency of the Offeror. This subsection is not applicable to a Contractor who is a public entity.
- 1.9.7.3.4 An incident management emergency plan addressing inmate disturbances, employee work stoppages, strikes, or other serious events in accordance with the DO 105 Information Reporting, and DO 706, Incident Command System (ICS), relating to the significant incidents.
- 1.9.8 Drug Testing Program. The Contract Facility Operator shall implement a drug and alcohol testing program for applicants, employees and volunteers, at no additional cost to the Department. The Contract Facility Operator shall ensure that all subcontractors implement the same drug and alcohol testing program required by the Department. The program shall meet the requirements of DO 522, Drug-Free Workplace.
- 1.9.9 Contractor's Staff Recruitment and Hiring Practices. Contractor shall ensure all areas of responsibilities are addressed relative to hiring requirements (background investigations, fingerprinting, licensure, and registration), recruitment and hiring of vacant and critical positions, and position descriptions. The cost for all proposed positions shall be funded within the proposed per diem rate.
 - 1.9.9.1 The Director, or designee, shall participate with the selected Contract Facility Operator in the hiring process, for the positions of Warden, Deputy Warden and Chief of Security (or their private prison job title equivalents).
 - 1.9.9.2 The Contract Facility Operator shall submit written personnel procedures to the Department ninety (90) days prior to the arrival of the first inmate. Said procedures shall address, at least, the following:
 - 1.9.9.2.1 Recruitment and selection practices, including in-service training and staff development.
 - 1.9.9.2.2 Job descriptions outlining essential functions of the job, required knowledge, skills and abilities and minimum qualifications.



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1.9.9.2.3 Compensation.

1.9.9.2.4 Medical, dental and other benefits.

1.9.9.2.5 Holidays.

1.9.9.2.6 Promotions.

1.9.9.2.7 Leave time.

1.9.9.2.8 Employee performance evaluation.

1.9.9.2.9 Disciplinary procedures (shall mirror sanctions and articles of misconduct identified in DO 601 Administrative Investigations and Employee Discipline).

1.9.9.2.10 Termination.

1.9.9.2.11 Resignation.

1.9.9.2.12 Personnel and training records.

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

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

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

1.9.10.2 **Mandated Positions/Posts:** The Department considers the following categories of personnel to occupy "mandated positions/posts." These positions/posts are: registered security, inmate health services, and food service (kitchen) positions/posts. Mandated positions/posts shall be filled at all times, either by full-time or part-time qualified staff, or through the use of qualified temporary or overtime staff, until any vacancy is filled.



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1.9.10.2.1 If applicable, mandated positions/posts, consisting of personnel hired for the positions of Major, Captain, Lieutenant, Sergeant, and Correctional Officers, shall be registered by the Arizona Department of Public Safety as Security Guards (officers), in accordance with the requirements of A.R.S. Title 32, Chapter 26, Article 3 prior to initiation of services. This defines those personnel as “registered security.” (If outside Arizona, then staff are to be similarly registered in the state in which the proposed facility is located.)

1.9.10.2.2 The Offeror shall provide at least the minimum level of experience required for all supervisory and management staff and registered security that will be in place upon arrival of the first inmate.

1.9.10.3 **Non-Mandated Positions/Posts:** Non-mandated positions/posts are all other positions/posts authorized by the facility’s staffing pattern that are not included as mandated positions/posts above.

If a non-mandated vacancy occurs that impairs the effectiveness of service delivery or secure operation of the facility, the Contract Facility Operator shall be required to fill the position/post immediately upon written notice from the Department Contract Monitor. Coverage of this non-mandated position/post shall be accommodated by qualified temporary or qualified overtime staff until the vacancy is filled.

1.9.10.4 **Staff Vacancies and Monetary Offsets – General:** A staff vacancy occurs when a position/post is no longer filled by an active employee. This may result from promotion, transfer, dismissal, resignation, retirement, disability, military deployment, or long-term medical leave. Even if the employee is still considered active with the Offeror, the position/post becomes vacant when the employee is incapable or unavailable to fill the position/post on a daily basis.

1.9.10.4.1 The Contract Facility Operator shall conduct recruitment and hiring activities to ensure mandated and non-mandated staff vacancies, including subcontractor staff vacancies, are filled in accordance with the number and types (classifications) of positions. The Contract Facility Operator shall ensure that authorized subcontractors actively recruit and fill vacant positions/posts within forty-five (45) days.



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1.9.10.4.2 Monetary offsets can be assessed against the Offeror when staff vacancies occur, until the position/post is filled. An offset (reduction of the amount due for full payment of an invoice) for the costs associated with the position(s)/post(s) shall be imposed by the Department in the amount of mean salary and full cost of benefits of the vacant position(s) for each workday the position remains vacant. The Contractor shall provide the Department Contract Monitor with a current list of the salary and benefits for each of the Contractor's and subcontractor's staff positions. This list shall be updated annually or upon any adjustment to any position.

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

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

1.9.10.5 **Offsets – Mandated Positions/Posts:** Offsets for unfilled mandated positions/posts go into effect immediately. The continued practice of having vacancies in mandated positions/posts may constitute an Event of Default.

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

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

1.9.10.6.2 The Contract Facility Operator's failure to fill a non-mandated position/post that has remained vacant for longer



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than forty-five (45) days may constitute an Event of Default.

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

1.9.11 **Staff Background Investigations.** The Contract Facility Operator shall conduct background investigations, as required in DO 602, Background Investigations, on all potential employees who will work on a routine basis at the facility, including the Contract Facility Operator's employees, volunteers, consultants, independent contractors and subcontractors. Background investigations shall include employment history, professional reference checks, military service, licensure verification and personal history.

1.9.11.1 The Contract Facility Operator shall ensure that each applicant completes the background investigation prior to hiring or allowing access to the facility.

1.9.11.2 The Contract Facility Operator shall maintain complete copies of all applicant background investigations and make these available to the Department immediately upon request for review and/or audit.

1.9.11.3 The Department shall conduct National Crime Information Center / Arizona Crime Information Center (NCIC/ACIC) computerized criminal history checks for all potential security and non-security staff as well as volunteers, consultants, independent Contractors, who will be performing work within the facility. The Contractor shall pay the Department a monthly service fee (currently \$100.00) to cover costs associated with NCIC/ACIC criminal history checks. The Department shall notify the Contractor of any cost increase for this service. Notification shall be in writing (and/or via email). The Contract Facility Operator shall indicate a reduction of this fee once per month on their invoice, generally during the second half of each month.

1.9.11.4 The Contract Facility Operator shall be responsible for all costs related to licensure as a security agency and registration of security staff as Security Officers as well as any other professional staff which require a license/certification.

1.9.11.4.1 If applicable, licensure shall be in accordance with the requirements of A.R.S. Title 32, Chapter 26.

1.9.11.5 The Contract Facility Operator shall ensure that security and non-security staff, to include subcontractors, complete the forms listed



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below. Originals of the forms shall be provided by the Department. The Contract Facility Operator shall be responsible for obtaining or duplicating the forms as necessary.

1.9.11.5.1 Fingerprint Card, Form FD-258.

1.9.11.5.2 ADCRR Form 602-1, Background Questionnaire or Form 602-2, Correctional Officer Background Questionnaire, whichever is appropriate.

1.9.11.5.3 Exhibit 12, Consent to Search as in accordance with DO 708, Searches.

1.9.11.6 Fees that may be charged by law enforcement entities to fingerprint applicants shall be paid by the Contract Facility Operator.

1.9.11.7 The Department of Public Safety (DPS) or the relevant party out of State charges a fee to process each individual fingerprint card. Payment of this fee is the responsibility of the Contract Facility Operator and is made directly to DPS or relevant out of State party.

1.9.11.8 The Facility Operator shall complete the attached Application Record Notification form along with DO 602, Background Investigation documents. This Application Record Notification form shall remain on record at the facility.

1.9.11.9 The CBOD, or designee, shall provide the Contract Facility Operator with approval or disapproval of each name submitted based on NCIC/ACIC results.

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

1.9.12 Agency Security Regulations. The Contractor shall comply with all Department security regulations. Submission by the Contractor of employment and criminal history background information and submission of fingerprints to the Department shall be required.

1.9.13 Facility Procedures and Post Orders. At least ninety (90) days prior to acceptance of the first inmate, the Contract Facility Operator shall submit written procedures



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and post orders for facility security and control. Written procedures and post orders shall include the following:

1.9.13.1 A "secure" armory, i.e., hardened walls and ceiling, to store all weapons, ammunition and chemical agents in compliance with Department Written Instructions.

1.9.13.2 Procedures, equipment and staff training to ensure Contract Facility Operator control of a Critical Incident.

1.9.13.3 Agreements/Contracts with local law enforcement authorities.

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

1.9.13.5 Inmate Management Services. Institutional orders and post orders regarding inmate management services and programs shall comply with the requirements of the Department Written Instructions.

1.9.13.6 The Contract Facility Operator's procedures shall provide specific direction to facility staff regarding applicable Department Written Instructions.

1.9.13.7 The Contract Facility Operator's Post Orders shall provide direction to staff regarding responsibilities assigned to specific posts in support of facility procedures.

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

1.9.13.9 When changes occur to existing Department Written Instructions, Administrative Rules, courses or curriculum, that are determined to be relevant to the operation of the facility, the Department shall, via the Department Contract Monitor (or other staff), notify the Contract Facility Operator in writing (and/or via email). The Contractor may request exemptions to any Department Written Order / Instruction or section thereof. Said exemption requests must be made in writing to the CBOD and shall be approved or disapproved in writing (and/or via email) by the Director or designee.

1.9.13.9.1 Unless otherwise stipulated in writing (and/or via email) by the Department, required changes to the Contract Facility Operator's written procedures, post orders, or



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manuals shall be accomplished by the Contract Facility Operator within thirty (30) days after receipt of the Department's written notice and submitted to the CBOD for approval.

1.9.13.9.2 Requests initiated by the Contract Facility Operator to change written procedures, post orders, or manuals previously approved by the Department shall be submitted via the Department Contract Monitor for approval or disapproval by the CBOD, or designee. Each request shall be accompanied by written justification that details the reason for the desired change(s) and a description of the impact on the current operation if the change(s) is or is not authorized.

1.9.13.9.3 In the event changes to applicable Department Orders, Director's Instructions, Administrative Rules, or courses and curriculum increase the cost of the Contractor's fulfillment of its obligations under the Contract, the Department is willing to review the changes and negotiate a modification of the Contract to provide adequate compensation for the more costly services. If a per diem change is made, a contract amendment will be created.

1.9.14 Procedures for Employees to Report Problems. Offeror shall provide a plan detailing procedures for employees to report problems. The plan shall demonstrate that the Contract Facility Operator will have mechanisms in place allowing prison employees to anonymously report safety and security problems to facility management, facility ownership and to the Department. These mechanisms shall include, but shall not be limited to, installation of suggestion boxes for employees. At least one suggestion box installed by the Contract Facility Operator shall be key-controlled by the Department Contract Monitor assigned to the facility.

1.9.15 Required Staff Meetings with Department Representatives. The Department may require the Contractor's staff to attend meetings for the purpose of coordination of services. All associated costs to attend described meetings shall be the responsibility of the Contract Facility Operator. The Contractor shall provide teleconference services to interface with the Department.

1.9.16 Assignment, Admission and Discharge Criteria. The Department shall have sole authority to determine which inmates shall be assigned to and discharged from the facility. Determination shall be based on the Department inmate classification system, screening criteria relative to the facility and the committing offense.



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1.9.17 Transportation:

1.9.17.1 Initial Loading: The Offeror shall provide in the proposal its Loading Schedule for Initial transfer of Arizona inmates to the receiving facility until the contracted capacity is reached. If Offeror's facility(ies) is in Arizona, the Department, at its expense, will transport inmates based upon a mutually-agreed schedule. If Offeror's facility(ies) is not in Arizona, the Contractor, at its expense, will transport inmates based upon a mutually-agreed schedule. Once a confirmed and agreed-upon loading schedule is finalized, a contract amendment will be prepared by Procurement Services to incorporate the schedule into the contract.

1.9.17.2 If Offeror's facility(ies) is in Arizona, the Department, at its expense, will transport inmates to and from the facility based on a transportation schedule which coincides with the Department's statewide movement. The Contractor shall be responsible for the following inmate transportation and all associated costs:

1.9.17.2.1 Any and all inmate transportation other than that stated above to be done at the Department's expense if Offeror's facility is in Arizona.

1.9.17.2.2 The Contractor shall transport inmates in accordance with DO 705, Inmate Transportation.

1.9.17.2.3 The Contractor shall transport inmates to necessary appointments (e.g., dental, medical, court, etc.) and emergency medical care.

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

1.9.17.2.4.1 The Department requires that all inmates being transported by Contractor be escorted by a minimum of two (2) officers armed with a weapon approved by the Department. Costs for firearms shall be the responsibility of the facility operator. The two (2) armed officers shall be required to accompany and remain with the inmate during and after medical appointments and medical emergencies. Note: the Department follows these same procedures.



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- 1.9.17.2.5 Upon the release of an inmate in Arizona, the Contractor shall transport the inmate to a community corrections office, a designated release placement, or to public transportation.
- 1.9.17.2.6 Inmate Transportation – The Contractor shall transport inmates to and from the facility following a schedule as agreed upon with the Department. The Contractor shall be required to transport an inmate(s) who is being returned to a Department institution if the inmate’s date of return does not correspond to the Department’s normal transportation schedule.
- 1.9.17.2.7 If Contractor’s facility(ies) is not in Arizona, subsequent to facility activation, the Department requires that the Contractor return [a number to be determined at a later date, or a number negotiated with the Contractor] inmates to Arizona each month. The Department will provide [a number to be determined at a later date, or a number negotiated with the Contractor] inmates for the return trip.
- 1.9.17.2.8 If Offeror’s facility(ies) is not in Arizona, the Offeror shall provide details on the means of transportation to be utilized to transport inmates to and from Arizona. The plan shall include the airport (if applicable) to be utilized, the size of airplane and/or bus, and transport company to be used.
- 1.9.17.2.9 Subsequent to any Cancellation or Termination of the Contract the Contractor shall return all inmates to Arizona or a location designated by the Department.
- 1.9.18 Emergency Assistance / Services - Escapes. A.R.S. § 41-1609.03 requires that a firm that contracts with any governmental entity for the provision of a correctional facility be liable for the cost of any emergency, public safety, or security services provided to the Contract Facility Operator by the State or any political subdivision of the State and shall reimburse the State or any political subdivision of the State for the cost of such services.
- 1.9.18.1 An Offeror awarded a contract as a result of this request for proposal shall be liable for costs as required under A.R.S. § 41-1609.03.
- 1.9.18.2 In addition to A.R.S. § 41-1609.03, an Offeror awarded a contract as a result of this request for proposal shall be liable for the cost of any emergency, public safety, or security services, resulting from an inmate escape or other emergency occurrence, incurred by the federal



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government and/or any other jurisdiction's law enforcement agencies and shall reimburse the federal government and/or other jurisdiction's law enforcement agencies for the cost of such services.

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



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1.10 FINANCIAL

1.10.1 Offerors shall provide, with their proposal, evidence of their ability to provide the funds needed for all costs to implement their proposal until inmate loading begins, as well as through the proposed time period when loading will be completed and all contract requirements for services, management and operations are met.

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

1.10.2.1 Financial reports, required in this section, shall include income statements, statement of cash flow and balance sheets.

1.10.2.2 Audited Income Statements and Balance Sheets for the last five (5) years or, if less than five (5) years in business, audited Statements for the period of operation. Provide a Pro-Forma Income Statement for the term of the contract for both the Company and specifically for this contract.

1.10.2.3 The Department shall have the right to request additional financial data in order to obtain information deemed necessary. Time-frames for submittal and type(s) of financial data required shall be noted in the Department written request for information.

1.10.3 Contractor shall provide annually the following Financial Statements:

1.10.3.1 Two copies of audited corporation Financial Statements prepared and audited by an independent, licensed CPA according to Generally Accepted Accounting Principles (GAAP) and including a balance sheet, income statement, cash flow statement, and accompanying accountant's notes. Offeror shall state the date in their proposal response that the statements will be provided to the CBOD each year, with an additional copy provided to the ADCRR Procurement Office.

1.10.3.2 Two copies of audited Financial Statements specific to the Contract prepared and audited by an independent, licensed CPA according to GAAP and including a balance sheet, income statement, cash flow statement, and accompanying accountant's notes. Offeror shall state the date in their proposal response that the statements will be provided to the CBOD each year, with an additional copy provided to the ADCRR Procurement Office.

1.10.4 Per Diem Rate. The Offeror's proposed per diem rate must incorporate all costs for the provision of all services and compliance with all requirements, with the



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exception of costs identified herein to be borne by the Department. The Contractor shall assume all healthcare-related costs.

1.10.5 The Department will guarantee an overall occupancy rate of 90%, noting that funding for this project requires an annual appropriation by the legislature.

1.10.5.1 The guaranteed overall occupancy rate of 90% shall begin when the 90% occupancy rate is achieved.

1.10.5.2 The 90% guarantee shall no longer be effective once the de-activation schedule is approved by the Director based on termination or cancellation of the Contract. The guarantee stops when the first inmate is removed as part of the approved plan.

1.10.5.3 Should an exigent circumstance resulting from Contractor non-compliance occur whereby the Department removes inmates from the facility or restricts movement of inmates into the facility, the occupancy guarantee will be suspended and payment will only be made on actual inmate count at the facility until such time as the Contractor brings its performance back into compliance and the inmate population is restored to the occupancy guarantee level by the Department.

1.10.6 Fee Schedule. The Offeror shall be required to provide a Fee Schedule (Fee Schedule Section).

1.10.6.1 Utilizing the Fee Schedule, Attachment 9, the Offeror shall be required to provide a breakdown of relative daily costs, per inmate, per day, that are included in the per diem rate.

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

1.10.6.3 All expenses shall be identified within the structure of the Fee Schedule.

1.10.6.4 The Fee Schedule shall be signed by the authorized signatory.

1.10.6.4.1 The Department has a right to request additional detailed information relative to any expense item.

1.10.6.5 The Department may accept a Fee Schedule which reflects a variable per diem rate that is based upon occupancy levels (sliding scale or tiered pricing).



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- 1.10.6.6 The Offeror's proposed per diem rate shall incorporate all costs for service provision, with the exception of costs identified herein to be borne by the State.
- 1.10.6.7 The per diem rate may be subject to adjustment each year in accordance with A.R.S. § 41-1609.01 (D).
- 1.10.7 Budget Narrative. The Offeror shall be required to provide written narratives for each cost item on the Fee Schedule.
- 1.10.7.1 Utilizing the Budget Narrative, Attachment 10, the Offeror shall be required to provide supporting detail relative to each expense category.
- 1.10.7.2 Calculations provided by the Budget Narrative shall break down to the total daily costs shown on the Fee Schedule.
- 1.10.7.3 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.
- 1.10.8 The Offeror may computerize the Fee Schedule and Budget Narrative forms; however, format and content shall remain unchanged.
- 1.10.9 Per Diem Invoicing. The Contract Facility Operator shall utilize the invoice format directed by the Department to submit semi-monthly (twice per month) Per Diem Invoices. All information requested shall be provided to the Department as identified in Section 15, for processing and payment.
- 1.10.10 Annual Cost Adjustments. The Contract Facility Operator may be eligible to receive consideration for an annual cost adjustment in accordance with A.R.S. § 41-1609.01(D) and (E), subject to approval of funding and authorization.
- 1.10.11 Annual Cost Adjustment Amendment(s). Amendments regarding annual cost adjustments that are approved by the Department and funded by the Legislature in accordance with A.R.S. § 41-1609.01 shall be effective on the anniversary of the Contract activation date, or when dictated by the Legislature.
- 1.10.11.1 Adjustments shall be subject to availability of monies appropriated.
- 1.10.11.2 In accordance with A.R.S. § 41.1609.01(D), the Department may consider a request for an annual cost adjustment. The request shall be submitted each year no later than July 1st, 365 days prior to the beginning of the fiscal year in which the adjustment is sought.



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

1.10.11.3 If an approved adjustment results in an increase in cost to be paid by the Department, said increase shall not exceed the percent of change in the average Consumer Price Index (CPI-U, U.S. city average, all items) published for the most recent calendar year prior to the anniversary of the Contract activation date as published by the United States Department of Labor, Bureau of Labor Statistics, unless a greater amount is authorized and funded by the Legislature.

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

1.10.11.4.1 The Fee Schedule and Budget Narrative shall address only those areas of cost impacted by the Contract Facility Operator's request for adjustment so the Department may see the categories of cost affected and read the justification contained in the Budget Narrative, which shall also include calculations comparing previous expenses with current expenses.

1.10.11.4.2 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 wages and competitive Contract Facility corporations.

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

1.10.11.4.4 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.

1.10.11.5 The Department shall have the right to request and receive additional information, statistics, etc., and to direct the content, form and format



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of presentation as it deems necessary to validate the Contract Facility Operator's request for an annual cost adjustment.

1.10.11.6 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 request within the time frames specified shall nullify the Contract Facility Operator's request.

1.10.12 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.

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

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

1.10.12.2 The Department shall not consider requests from the Contract Facility Operator for cost increases related to renovation or construction activities unless the Contract Facility Operator is directed by the Department to renovate or construct a particular structure at the direction of the Department.

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

1.10.13 Sale of the Contract Facility. If the Contractor intends to sell the Contract Facility during the term of the Contract, the following provisions shall apply:

1.10.13.1 The Contract Facility Contractor shall give the Department written notice of its interest in selling the facility a minimum of 365 days prior to the execution of any agreement for sale.



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- 1.10.13.2 The Department shall have a right of first offer to purchase the Contract Facility on the terms and conditions at which Contractor proposes to sell the facility to a third party.
- 1.10.13.3 If the Department declines to purchase the Contract Facility, and the property is to be sold to a third party, the new Owner, if it also intends to be the Contract Facility Operator, shall meet all statutory requirements of A.R.S. § 41-1609.01, assume all obligations contained herein, and accept this Contract as is. As stated in the Uniform Terms and Conditions, Section 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 Department's CPO.
- 1.10.13.4 Prior to execution of any sale, the Department reserves the right to request all legal documentation confirming the sale, and other documentation required by the terms of this Contract, e.g., financial statements, etc.
- 1.10.13.5 If the property is sold, the new Owner shall not assign or subcontract certain critical operational functions of the Contract Facility, e.g., security, correctional officer duties, substance abuse treatment services, food services, health services, without prior written approval of the Department. Contract Facility management and/or security functions shall not be assigned or subcontracted.
- 1.10.14 Refinancing the Contract Facility. If the Contract Facility Contractor wishes to refinance the Contract Facility during the term of the Contract, the Department shall have the right to approve the refinancing structure.
- 1.10.14.1 The refinancing structure shall meet all statutory requirements of A.R.S. § 41-1609.01.
- 1.10.14.2 Prior to execution of any refinancing, the Department reserves the right to request and review all documentation confirming the refinancing.
- 1.10.14.3 If refinancing causes a change in property ownership, the new Owner shall assume all obligations contained herein, and accept this Contract as is.
- 1.10.14.4 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



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services, food services, health services, without prior written approval of the Department.

1.10.14.5 If the Owner is not the Contractor/Manager, no changes in the current Contractor/Manager shall be permitted without prior written approval of the Department.

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



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1.11 STAFFING

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

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

1.11.1.2 The Offeror shall describe the deployment (by position and shift) in the following categories: Administrative Support, Management Support, Physical Plant, Medical, Dental, Nursing, Pharmacy, Mental Health, and Substance Abuse. The Offeror shall provide the necessary documentation to substantiate the number of staff, their assignments and case load, and relevant National Standards used in describing this process.

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



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1.11.2 Utilizing General Staffing Pattern, Attachment 11, 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 twenty-four (24) hour supervision as well as adequate, qualified staff to provide all required services. The Offeror shall provide a detailed staffing pattern for all positions/posts necessary to operate the contract facility, by shift and shift time.

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

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

1.11.2.3 The General Staffing Pattern is designed to anticipate the facility will maintain a primarily three-shift (8 hours per shift) operating schedule. However, the Offeror may additionally choose to submit a proposed two-shift (12 hours per shift) operating schedule, in the event security staffing levels could eventually necessitate implementing such a pattern.

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

1.11.2.4.1 Five day 8 - hour posts.

1.11.2.4.2 Seven day 8 - hour posts.

1.11.2.4.3 Seven day 16 - hour posts.

1.11.2.4.4 Seven day 24 - hour posts.

1.11.2.4.5 Four day 10 - hour posts.

1.11.3 Utilizing Position Description, Attachment 12, Offerors shall provide a formal position description for each position indicated on the General Staffing Pattern.

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



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- 1.11.4.1 Plan Management
- 1.11.4.2 Religious Services (minimum required ratio 1200:1)
- 1.11.4.3 Resource Center and Legal Access Services
- 1.11.4.4 Education (minimum required ratio 40:1) as an example, staffing recommendations for a 1000 bed institution would be 5 Literacy/GED teachers, 2 Career Technical Education teachers (may be subcontracted), 1 Librarian, 1 Correctional Education Program Supervisor, and 1 Administrative Assistant I.
- 1.11.4.5 Case Management and Psycho-educational Programs (required ratio 100:1).
- 1.11.4.6 Health and Mental Health, and Substance Abuse Services. See Mental Health and Substance Abuse Services Section for ratio information.
- 1.11.5 Staff who will be employed by the Contractor shall:
 - 1.11.5.1 Be a citizen of the United States or be eligible to work in the United States.
 - 1.11.5.2 Be at least eighteen (18) years of age for all positions in the security series through Warden positions to include case management positions.
 - 1.11.5.3 Be a high school graduate or have successfully completed a General Education Development (G.E.D.) examination or equivalent as specified in R13-4-203(C)(3).
 - 1.11.5.4 Have a valid State-issued driver's license (Class 2 or higher).
 - 1.11.5.5 Undergo a complete background investigation that meets the standards of R13-4-203 and is consistent with Department-approved policy.
 - 1.11.5.6 Pass a drug screening test consistent with Department-approved policy.
 - 1.11.5.7 Not have experimented with marijuana within the past 12 months.
 - 1.11.5.8 Not have experimented with a dangerous drug or narcotic within the past five years.



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1.11.5.9 Not have ever illegally used marijuana, or a dangerous drug or narcotic other than for experimentation.

1.11.5.10 Not have a pattern of abuse of prescription medication.

1.11.5.11 Not have a record of a felony conviction; not have committed a misdemeanor of a nature that has a reasonable relationship to the functions of the position.

1.11.5.12 Commit to the Department Code of Ethics, contained in DO 501, Employee Professionalism, Ethics and Conduct.

1.11.5.13 Not have been dishonorably discharged from the United States Armed Forces.

1.11.5.14 In addition to the above, security staff shall:

1.11.5.14.1 Pass a pre-service training program equivalent to that provided by the Department through its Correctional Officer Training Academy (COTA).

1.11.5.14.2 Undergo a physical examination (within 12 months before appointment) as prescribed by a licensed physician designated by the Director or designee.

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

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

1.11.6 If the Contract Facility Operator or an authorized subcontractor desires to establish a new position(s) or reallocate an existing position, a Position Description shall be completed and submitted to the Department Contract Monitor along with a letter stating the reason for the proposed position(s).

1.11.6.1 The Department Contract Monitor shall submit such requests from the Contract Facility Operator to the CBOD, or designee, for approval or disapproval.

1.11.6.2 If requested changes are approved, the Director, or designee, shall advise the Department Procurement Services Office of the approved changes by written notice (and/or via email). Contractor shall produce



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and submit to the CBOD a new General Staffing Pattern including the approved changes. Once reviewed and approved, the CBOD shall submit the new General Staffing Pattern to Procurement Services along with written confirmation of the Department's approval. Procurement Services shall then provide copies of the new approved General Staffing Pattern to all involved parties, and prepare a contract amendment replacing the previous General Staffing Pattern with the newly approved one.

1.11.6.2.1 The revised and approved General Staffing Pattern shall be effective on the date of approval by the Director or designee.

1.11.6.3 If the new position or reallocation results in a change to the per diem rate, a new completed Fee Schedule and Budget Narrative shall be provided by the Contract Facility Operator. The Fee Schedule and Budget Narrative shall clearly identify:

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

1.11.6.3.2 The proposed per diem rate.

1.11.6.3.3 If the requested change(s) results in an increase or decrease to the per diem rate, and is approved by the Director, or designee, a formal written contract amendment shall be required in order for the revised per diem rate to become effective.

1.11.7 Staff Training. Training equivalent to that of the Department shall be required for all Contract Facility Operator employees, to include Correctional Officer Training for security staff, Plan Management Training for case workers, and both pre-service and in-service non-security training for all staff employed at the facility. In all cases, computer-based training may be made available to augment or replace select classroom training, at the Department's discretion.

1.11.7.1 The Contractor shall receive Department training information to include curricula, lesson plans, external data storage devices, other training materials, and training website access, if applicable. This information is considered proprietary. The Contract Facility Operator shall utilize the information for the purposes of this Contract only.

1.11.7.2 Upon the completion or termination of the Contract, whichever occurs first, all Confidential Business Information (CBI), as described in Exhibit 13, shall be returned to ADCRR or destroyed by the



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Contractor. The Contractor will confirm that all CBI has been either returned or destroyed.

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

1.11.7.4 Contract Facility Operator staff, approved by the Department, shall participate in the Department Train-the-Trainer program to enable the Contract Facility Operator's staff to provide ongoing training in technical areas as authorized by this Contract.

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

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

Lesson plans for all subject areas shall be submitted to the CBOD for review and approval sixty (60) days prior to initiation of staff training. The Department's Staff Development & Training Bureau Chief Learning Officer, or designee, shall review and approve all lesson plans. All courses shall be taught in accordance with Department-provided curricula and lesson plans.

1.11.9 Pre-Service Non-Security Training. Department curricula and lesson plans shall be used for the required courses. New Employee Orientation (NEO) is described in the Department Annual Training Plan. Employees who will have significant contact with inmates shall complete the training titled Communicable Disease, Correctional Analysis and Response to Emergencies (CARE) which includes Basic Life Support (BLS) and First Aid, and Oleoresin Capsicum (OC) Spray training as part of the pre-service training program and prior to their assignment to the facility. Other courses may be mandated at any time, due to changes in statute, court order, or Department policy.

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



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1.11.11 COTA Media Materials. The Department shall provide the Contract Facility Operator, at no cost, copies of video tapes, CDs or DVDs, and/or other electronic/digital media files (.mp3, .wav, .mp4, .avi, etc.), used for staff training purposes.

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

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

1.11.12.1.1 Work plan introduction.

1.11.12.1.2 Institutional demographics.

1.11.12.1.3 Needs assessment:

1.11.12.1.3.1 Line staff needs.

1.11.12.1.3.2 Supervisor / Manager needs.

1.11.12.1.3.3 Department needs and mandates, including required training.

1.11.12.1.3.4 Institutional needs and mandates.

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

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

1.11.12.1.6 Training recommendations.

1.11.12.1.7 Approval / signature page.

1.11.12.2 The CBOD, or designee, in conjunction with the Department Staff Development & Training Bureau Chief Learning Officer, shall respond in writing to the Contract Facility Operator indicating



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approval or disapproval of training material within thirty (30) days after receipt of the information.

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

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

1.11.12.5 The selected Contract Facility Operator shall be required to provide firearm training to all Security Officers to assure that sufficient coverage is available to meet the transportation requirement as specified in DO 705, Inmate Transportation. Additionally, firearms training shall be provided to all security officers to adequately support any armed response to an emergency situation.

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

1.11.13 Instructor Certification. The Contractor's instructors shall be certified prior to providing training.

1.11.13.1 Certification shall be by one of the following:

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

1.11.13.1.2 The Department.

1.11.13.1.3 Other: As approved by the Department.

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

1.11.14 Staff Instructors. If an instructor has previous professional experience in staff instruction, the instructor must attend and successfully complete an instructor



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training program conducted by the Department in order to be recommended for certification.

- 1.11.15 Specialty Instructors. Specialty Instructors are those instructors who have received additional training in specialty areas, e.g., Self Defense, Correctional Analysis & Response to Emergencies (CARE) which includes Basic Life-Support (BLS), Lethal/Non-Lethal Weapons, Cultural Diversity, Incident Command System, etc. In addition to maintaining Staff Instructor certification, Specialty Instructors must maintain current certification in their specialty area.
- 1.11.16 Specialty Area Training. The Department shall provide initial training to designated Contract Facility Operator staff in the following specialty areas of facility operations. The Department shall furnish applicable technical manuals and/or curricula to the Contract Facility Warden. Technical manuals and/or curricula shall be used by the Contract Facility Operator in the provision of specialty area training to replacement staff, or as refresher training.
- 1.11.16.1 ACIS. Focus of instruction entails system access, data entry requirements, and system security.
- 1.11.16.2 Inmate Records. The purpose of instruction is to teach the requirements and processes for maintaining inmate records, as well as responsibilities of record-keeping personnel. Contract Facility Operator staff assigned to the inmate records area may be required to participate in up to six weeks of on-job-training at a Department institution prior to performing assigned work tasks at the facility.
- 1.11.16.3 Inmate Banking. Instruction specific to the management of inmate funds, e.g., deductions from inmate wages, discharge and clothing allowances, receipt and posting of money received from work programs, etc. Contract Facility Operator staff assigned to inmate banking activities may be required to participate in one week of on-job-training at a Department institution prior to performing assigned work tasks at the Contract Facility.
- 1.11.16.4 As requested or needed, the Department may provide additional training regarding inmate banking procedures in order to ensure all records of inmate banking transactions satisfy requirements of the law and the needs of the Department. The Contract Facility Operator shall maintain inmate trust accounts on an Inmate Record System in accordance with DO 905, Inmate Trust Account/Money System.
- 1.11.17 Inmate Systems. The Department shall furnish applicable technical manuals and/or curricula to the Contract Facility Warden. Technical manuals and/or



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curricula shall be used by the Contract Facility Operator in the provision of training to replacement staff, or as refresher training.

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

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

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

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

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

1.11.17.2 The Department shall provide re-training to designated Contract Facility Operator staff when there is a change to the operation of an inmate system. At the Department's option, this training may be a "train the trainer" type event; the Contract Facility Operator would then train their workforce.

1.11.18 The Contract Facility Operator shall maintain a sufficient number of back-up staff to perform work required in specialty and inmate system areas. Experienced Contract Facility Operator staff shall train new hires as well as staff who may transfer or promote to positions in specialty and inmate system areas. Failure on the part of the Contract Facility Operator to provide the required staff or the required training may result in an Event of Default against the Contract Facility Operator.

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



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

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

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



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1.12 CORRECTIONAL SERVICES

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

1.12.1.1 Control of Yard Activities and Inmate Movement.

1.12.1.2 Inmate Accountability and Counts, to include inmate programs.

1.12.1.3 Perimeter Control, Patrols, and Surveillance.

1.12.1.4 Internal Communications; Logs and Records.

1.12.1.5 Inspections.

1.12.1.6 Inmate Work / Program Assignment Tracking.

1.12.1.7 Security Equipment Storage and Access.

1.12.1.8 Inmate Drug Testing in accordance with DO 709, Substance Abuse, Detection and Control.

1.12.1.9 Key Control.

1.12.1.10 Tool Control.

1.12.1.11 Critical Incidents / Emergency Management.

1.12.1.12 Compliance with Prison Rape Elimination Act (PREA). The Offeror shall address each of the standards referenced in 28 C.F.R. Part 115.

1.12.1.13 Hazardous Material Accountability and Storage (Chemical Control).

1.12.1.14 Compliance with Fire Safety standards and Occupational Safety protocols.

1.12.1.15 Inmate Detention/Segregation.

OFFEROR SHALL PROVIDE A PLAN AND DESCRIPTION FOR EACH SECTION BELOW: (1.12.2 THROUGH 1.12.19)



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1.12.2 Management Information Systems. Department standards place data entry requirements on various inmate program/service areas. In addition, some program/service areas have access to specific information on Arizona Correctional Information System (ACIS). Areas requiring access are: Food Service, Inmate Health Services, Inmate Education, Library Access, Visitation, Inmate Files/Records, Inmate Banking, Work Incentive Pay Program (WIPP), Inmate Accountability, Plan Management, and Administration. The Department shall permit the Contract Facility Operator limited access to ACIS to allow the Contract Facility Operator to input specific information. Data contained in ACIS shall not be downloaded to the Contract Facility Operator's information system. The following requirements apply to ACIS and any future replacements. ACIS is hereinafter referred to as the "ADCRR System." The Contract Facility Operator shall be required to provide necessary hardware to access the current or future ADCRR System.

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

1.12.2.2 Prior to ADCRR System access, the Contract Facility Operator shall ensure the Department receives the name of any employee whose work responsibilities require ADCRR System access so security password clearance can be authorized. Identified staff shall be required to attend training provided by the Department relative to the basics of the ADCRR System.

1.12.2.3 Designated Department staff shall perform audits relative to ADCRR System access.

1.12.2.4 The Contract Facility Operator shall utilize the same or compatible computer software utilized by the Department when reporting to or providing information to the Department and shall have Internet capability to facilitate electronic communications. In the event the Department changes its computer technology, the Contract Facility Operator shall change to comply with the Department Data Management System and Technology, without cost to the Department.

1.12.3 The Contractor shall meet the following requirements at no cost to the Department:

1.12.3.1 Provide and maintain dedicated (to the Department) data circuits of an appropriate bandwidth, as determined by the Department, to support designated on-site Department staff.



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- 1.12.3.2 Dedicated telephone lines of an adequate number allowing direct access to/from law enforcement and fire department first responders, without interruption or routing through a voice-prompted answering machine, shall be required in Control Center and Emergency Command Post.
- 1.12.3.3 The Contract Facility Operator shall provide Department monitoring staff exclusive use of office space and equipment, i.e., desks, chairs, file cabinets, multifunction printers with multi-page scanning capabilities that can scan to a network shared drive or PC shared drive, office supplies, computers (computer equipment and software, to be updated to maintain compliance with Department standards), etc., for a minimum of four (4) Department staff per 1000 (or fewer) bed unit, or at least one (1) staff per 250 beds, if larger. (Note: This requirement may be reduced by the Department if the facility is located outside Arizona.)
- 1.12.3.4 One dedicated check printer including a check protector feature conforming to Department standards for the purpose of inmate banking. Check printer shall be located and secured in the Department of Corrections Contract Monitor's office.
- 1.12.3.5 Radios (one per each monitoring staff member) tuned to the secure prison's frequency for the exclusive use of Department staff assigned to monitor the Contract Facility.
- 1.12.4 Trust Accounts/Banking Activities. In accordance with DO 905, Inmate Trust Account/Money System, the Contract Facility Operator shall be required to use the Department Inmate Banking System (a subsystem of the ADCRR System as identified herein).
- 1.12.4.1 The Contract Facility Operator shall be accountable for inmate banking transactions from the date of receipt of an inmate until the date the inmate is:
- 1.12.4.1.1 Returned to a State prison.
 - 1.12.4.1.2 Transferred to another facility under Contract with the Department and the account is transferred to the inmate's new location.
 - 1.12.4.1.3 Released and the account is closed.
 - 1.12.4.1.4 Deceased, in which case the Department will provide additional guidance.



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1.12.4.2 The Contract Facility Operator shall hire at least one full-time account technician whose primary responsibility shall be to process inmate trust account/banking activities utilizing the Department's Inmate Banking System to ensure consistent and prompt posting of money to inmate accounts along with the ability to track the following:

1.12.4.2.1 Inmate assignments and pay.

1.12.4.2.2 Inmate trust account balances.

1.12.4.2.3 Inventory control.

1.12.4.2.4 Inmate commissary sales.

1.12.4.3 The Contract Facility Operator shall be responsible for supplying the account technician with the equipment (e.g., computer(s), printer(s), etc.), to perform inmate banking functions.

1.12.4.4 The Contract Facility Operator shall provide adequate cross-training to ensure back-up staff is available in the absence of the account technician.

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

1.12.5 Files/Records. All documents, files, and records, whether hardcopy or electronic, are State of Arizona property. The Contract Facility Operator shall be required to maintain confidentiality in accordance with A.R.S. § 31-221 as well as Section 3 of the Uniform Terms and Conditions.

1.12.5.1 The Department shall deliver "special purpose files/records" to the facility. These may include the institutional file, medical record, visitation record, and individual programming plan and are subject to the same privacy and security regulations as the official Master Record File.

1.12.5.1.1 The Contract Facility Operator shall only have access to pre-sentence reports and National Crime Information Center (NCIC), Arizona Crime Information Center (ACIC), and Computerized Criminal History (CCH) information as required.

1.12.5.2 The "special purpose files/records" shall be transferred through the correctional system with the inmate. The Contract Facility Operator



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shall be required to maintain such records in good order and in the format required by Department Written Instructions.

1.12.5.3 Upon an inmate's release from the contracted facility by transfer to a Department institution, release to the community, or death, the files/records shall be returned to the Department.

1.12.5.4 All files/records are to be maintained in a locked and secure area limiting access in accordance with Department Written Instructions.

1.12.5.5 The Contract Facility Operator shall be responsible for all costs to duplicate or obtain Department forms used in such "special purpose files/records." (Certain one-part forms will be made available to download and print from the Department intranet.)

1.12.5.6 The Contract Facility Operator shall be required to maintain electronic data as well as hard copy inmate files/records in accordance with Department Written Instructions. The establishment and maintenance of inmate files/records (electronic and hard copy), other than those specifically authorized by Department Written Instructions, is prohibited.

1.12.6 Corrections Plan Management. Utilizing the inmate's Individual Corrections Plan, the Plan Manager works with each inmate assigned to their caseload to successfully complete the Corrections Plan objectives. The Plan Manager meets formally with each inmate at least annually, at which time the Plan is updated and revised as needed. The Plan Manager may meet informally with the inmate as often as necessary to facilitate positive progress.

1.12.6.1 The Plan Manager duties and responsibilities are equivalent to those performed by the Department position classified as Correctional Officer III.

1.12.7 Food Services. If a subcontractor is used for the provision of food services, approval shall be obtained prior to initiation of food service delivery. The food service provider shall be subject to the same contractual requirements as the Contract Facility Operator, e.g., licensure, certification, insurance and performance consistent with the terms of the Contract.

1.12.7.1 The Contract Facility Operator shall utilize either the Department's six-week cyclical menu or an alternative menu approved by the Department. The cyclical menu and specifications are included in the materials available to interested Offerors.



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1.12.7.1.1 Current menus can be viewed on Arizona Procurement Portal at <https://app.az.gov>. Search by selecting State Contracts and enter ADOC12-036210 on the Contract ID field. Menus are included as amendments in the Exhibits section.

1.12.7.2 If using the Department's six-week cyclical menu, three meals (breakfast, lunch, dinner) shall be provided to assigned inmates each day. Two meals each day (breakfast and dinner) shall include hot foods, and one sack meal (lunch) is not required to include hot foods. Appropriate equipment necessary to supply all daily meals shall be maintained by the Contract Facility Operator/subcontractor.

1.12.7.3 A modified or enhanced menu may be provided for Saturday, Sunday and select holidays that provide an a.m. (brunch) and p.m. (dinner) meal, as directed by the Department. Examples may include, but are not limited to: New Year's Day, Super Bowl Sunday, Cinco de Mayo, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas.

1.12.7.4 Dated menus shall be published at least ten (10) days in advance and posted for the inmate population. All temporary changes to the standard menu shall be submitted one week in advance for pre-approval by the Department Contract Monitor. Weekly menu records of foods actually served with the portion size of each item listed shall be kept on record in accordance with A.R.S. § 35-214.

1.12.7.5 The Contract Facility Operator shall maintain food service documentation on a continuous basis from the effective date of the Contract for a minimum of five (5) years past the year ending date of service and;

1.12.7.5.1 Records shall remain on-site for at least two calendar years through the term of the Contract period.

1.12.7.5.2 Special inmate diets shall be monitored and updated, as applicable.

1.12.7.5.3 Includes, but not limited to, menu publication time frames, menu changes, records of foods received, stored, served and schedules.

1.12.7.6 Prior to initial delivery of food services, and at least once each year, training with Contract Facility Operator staff for the preparation and provision for special diets shall be required. The Contract Facility



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Operator shall meet or exceed the Department's food services standards, guidelines and specifications.

1.12.7.7 Arizona Administrative Code, Title 9, Chapter 8, Environmental Sanitation, shall govern the receipt, storage, preparation and serving of foods. Failure to comply may constitute an Event of Default on the part of the Contract Facility Operator.

1.12.7.8 All food products received from vendors shall be date stamped and labeled. The Contract Facility Operator shall ensure products will be used by the appropriate expiration date.

1.12.7.9 State, County and Department 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 State, County, or Department, and may or may not include advance notice to the Contractor.

1.12.7.10 The Offeror shall provide written procedures for key and kitchen tool control and comply with current Department policy.

1.12.7.11 First-aid equipment and supplies shall be maintained in all food production and service areas in accordance with Department guidelines.

1.12.7.12 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 State, County, and Department.

1.12.7.13 The Contract Facility Operator shall evaluate the food service delivery operation within sixty (60) days after the close of each year of this Contract. The evaluation shall include an analysis, on a monthly basis, of at least the following:

1.12.7.13.1 Number of meals prepared.

1.12.7.13.2 Number of meals served.

1.12.7.13.3 Amount of waste.

1.12.7.13.4 Economy of food usage.

1.12.7.13.5 Inmate complaints regarding food service.



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1.12.7.13.6 Quality of food content.

1.12.7.13.7 Menu content.

1.12.7.13.8 The per-meal cost.

1.12.7.13.9 The completed evaluation shall be provided to the Department Contract Monitor.

1.12.7.14 The Contract Facility Operator shall have the following options:

1.12.7.14.1 If viable and cost-effective, based on the outcome the Contract Facility Operator's annual evaluation, the Contract Facility Operator may discontinue subcontracted food services and assume responsibility for provision of services using the Contract Facility Operator's own food service resources.

1.12.7.14.2 Any cost reduction due to the Contract Facility Operator's operation of the food service program shall be made in accordance with A.R.S. § 41-1609.01.

1.12.7.15 If the Contract Facility Operator does not exercise the above option and an annual evaluation supports the need for a cost increase relative to the provision of food services, any such change shall be made in accordance with A.R.S. § 41-1609.01.

1.12.7.16 If the Contract Facility Operator does not exercise the above option and an annual evaluation supports the need for a cost decrease, the Contract Facility Operator shall provide the Department Contract Monitor with a completed revised Fee Schedule and Budget Narrative.

1.12.7.16.1 An explanation for the decrease and the resultant per diem rate shall be provided by the Contract Facility Operator.

1.12.7.16.2 The Department Contract Monitor shall submit the request and explanation to the CBOD, or designee for review.

1.12.7.17 A reduction or increase in the per diem rate shall be approved by the Director, or designee. The Director, or designee, shall provide written notice to the Department Procurement Services Office to develop a formal contract amendment to identify the reduction or increase in the per diem rate.



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1.12.7.17.1 Upon amendment execution, Procurement Services shall provide executed copies to all involved parties. The effective date of the new per diem rate shall be retroactive to the date the Director or designee approved the reduction or increase.

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

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

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

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

1.12.9 Education. The Contract Facility Operator shall provide, consistent with the inmate assessment and corrections plan, education services in accordance with Department Written Instructions, including DO 910, Inmate Education, and DO 919, Inmate Resource Center / Library Services.

1.12.9.1 The Contract Facility Operator shall comply within the requirements of A.R.S. § 31-229 et seq., and the requirements of A.R.S. § 15-1372.

1.12.9.2 The Facility education program shall meet all standards set by the State of Arizona Department of Education (DOE).

1.12.9.2.1 Instructors shall be certified prior to initiation of educational services.

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

1.12.9.2.3 Instructors shall carry a maximum student ratio of 40 (forty) inmates to one instructor per day.

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



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associated testing equipment and resources that support administration of GED testing.

1.12.9.4 The Department shall administer an educational evaluation in accordance with the requirements of A.R.S. § 31-229 to include standardized assessment testing, prior to the assignment of an inmate to the facility.

1.12.9.4.1 Assigned inmates who score below an 8.0 grade level shall be provided Adult Basic Education (ABE) course of study including Reading, Mathematics, and Language Skills as a prerequisite to entry into GED preparation. Inmates shall remain in the ABE course until meeting the 8.0 grade level on the Department-approved assessment instrument administered under secure testing conditions.

1.12.9.4.1.1 The Contractor shall be responsible for any testing beyond the initial placement assessment at no additional cost to the Department.

1.12.9.4.2 Participation in Adult Basic Education (ABE) and GED preparation shall be open-entry/exit, and self-paced.

1.12.9.5 Inmates shall not be paid for participating in academic educational programs, e.g., TABE, GED, or college correspondence courses.

1.12.9.6 The Contract Facility Operator shall comply with all of the requirements of Child Find as defined by the Individuals with Disabilities Education Act (IDEA), and provide evidence of completed forms upon request for monitoring purposes. If necessary, the Contract Facility Operator will work with the Department Education Bureau in the identification of special education-eligible inmates, and the Department Education Bureau will coordinate transfer of those inmates identified to an appropriate facility.

1.12.9.7 The Contract Facility Operator is responsible for providing appropriate accommodations to the learning environment for inmates under Section 504 of the Rehabilitation Act of 1973 current at the time accommodations are requested.

1.12.9.8 The Contract Facility Operator shall provide annual training for all education and records staff in the Family Educational Rights and



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Privacy Act (FERPA) and Section 504 of the Americans with Disabilities Act.

1.12.9.9 The Contract Facility Operator may provide other education programming with the approval of the Department at no additional cost to the Department.

1.12.10 Religious Services. Religious services shall be provided for all assigned inmates in accordance with DO 904, Inmate Religious Activities/Marriage Requests. Scheduling religious services shall be in accordance with inmate requests, time and space on the religious calendar to accommodate requests, and the availability of qualified religious leadership. The facility Chaplaincy may utilize qualified volunteers as religious providers to assist staff Chaplain(s).

1.12.10.1 Chaplain applicants shall be approved by the Department Administrator, Religious & Volunteer Services, or designee, whether such individuals are employees, subcontractors, or independent contractors. Department approval shall be obtained prior to initiation of religious services.

1.12.10.2 The Contract Facility Operator shall submit a current resume from proposed service providers. The service providers shall have the following minimum qualifications:

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

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

1.12.10.3 Facility religious service calendars shall be submitted monthly to the Department Contract Monitor and the Department Administrator of Religious & Volunteer Services.

1.12.11 Psycho-educational, self-improvement and self-help programs. The Contractor shall provide services in accordance with DO 809, Earned Incentive Program and DO 903, Inmate Work Activities.

1.12.11.1 Psycho-educational programs shall include, at a minimum, the programs offered by the Department. The Contractor may offer additional programs upon pre-approval by the Department.

1.12.11.2 Programs shall be conducted by the Contractor's Corrections Plan Manager or an equivalent paraprofessional position.



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- 1.12.11.3 The Changing Offender Behavior (COB) program requires certification of the instructor by ADCRR before it may be offered to inmates.
- 1.12.11.4 Self-help programs, such as twelve-steps, may be led by volunteers. Note: per DO 704, inmates are not to be placed in a position of formal control or authority over other inmates.
- 1.12.11.5 Participation in programs shall be determined by automated placement reports (Priority Ranking Reports) supplied by ADCRR. If no report exists, the inmate shall be placed into programs on a volunteer basis with the aim of keeping all inmates fully engaged throughout the day.
- 1.12.11.6 Inmates shall be provided with all materials, including workbooks, needed for programs by the Contractor at no cost to the Department. The materials will become property of the inmate upon completion of the program.
- 1.12.12 Resource Center Operations (Library). Resource Centers shall be provided in accordance with DO 919, Inmate Resource Center / Library Services. The Resource Center shall be maintained and managed by librarians or qualified, trained staff.
- 1.12.12.1 Materials at different reading levels, in a variety of languages and formats, including print, CD-ROM or other computer software, audio and video materials shall be provided, as appropriate.
- 1.12.12.2 Authorized legal reference collections, legal supplies and legal forms shall be maintained and managed in accordance with DO 902, Inmate Legal Access to the Courts.
- 1.12.13 Career and Technical Education (CTE)
- 1.12.13.1 The Contract Facility Operator shall provide CTE opportunities to at least 10% of the qualified inmate population.
- 1.12.13.2 CTE programs may be provided by a subcontractor as identified herein.
- 1.12.13.3 Programs must be provided by qualified instructors as determined by current industry standards.
- 1.12.13.4 CTE curricula, in accordance with industry standards for the career area, shall be provided to the Department Contract Monitor.



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

1.12.13.6 Programs must be for an "in-demand" field which does not prohibit felons from being employed.

1.12.14 Inmate Work Programs. Inmates assigned to the facility shall be required to be in compliance with A.R.S. § 31-251. The Offeror shall ensure all inmates are employed or in approved programming thirty (30) or more hours per week.

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

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

1.12.14.1.2 In the event of an emergency, the contracting entity shall notify the Contract Facility Warden, or designee, as soon as is practical.

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

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

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

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

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



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- 1.12.15.4 Inmates performing work on facility grounds shall be supervised in accordance with the Contract Facility Operator's institutional and post orders and Department policy.
- 1.12.15.5 The Contract Facility Operator shall process inmate time sheets, as shown by Exhibit 8, Inmate Time Sheet for Work Activities, on a bi-weekly basis (once every two weeks). Note: there may be rare instances when a different pay period interval (not bi-weekly) may be directed by the Department.
- 1.12.15.6 The Department Contract Monitor may request additional information from the Contract Facility Operator to verify on-site work programs are meeting the intent of A.R.S. § 31-251.
- 1.12.16 Welfare and Benefits Fund (W&B Fund). The facility shall maintain a W&B Fund for the primary benefit of inmates, which shall be administered in compliance with the Department's DO 303, Bank Accounts. The account shall be funded from profits from the sale of commissary goods, visitation vending machines, and inmate telephone revenue commissions.
- 1.12.16.1 Major purchases with W&B Funds require the use of a bidding process that conforms to standard practices. Major purchases are defined as:
- 1.12.16.1.1 Purchases estimated to cost over \$1,000 and less than \$10,000 (multiple verbal or written quotations should be obtained, if possible).
- 1.12.16.1.2 Purchases estimated to cost in excess of \$5,000, are capital equipment.
- 1.12.16.2 Purchases made with monies from the W&B Fund shall conform to and be consistent with the types of items authorized for purchase from the Department's Special Services Fund.
- 1.12.16.3 The Department Assistant Director for Prison Operations, or designee, shall review and approve/reject all proposed expenditures from the W&B Fund to ensure compliance with Department Written Instructions and to ensure that security and safety issues are not compromised by a proposed purchase.
- 1.12.16.4 Financial reports required by Department Written Instructions shall be provided to the Department Chief Financial Officer, Financial Services Bureau in compliance with established timeframes. A copy of each report shall be provided to the Department Contract Monitor.



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1.12.16.5 In the event of Contract termination or expiration, all remaining funds deposited in the facility's W&B Fund, and any capital (>\$5,000 value) or inventorial (>\$1,000 and <\$5,000 value) equipment which was purchased with W&B funds, shall be transferred to the Department, or disposed of per Department direction.

1.12.16.5.1A closeout Special Services Fund Report shall be provided to the Department and sent to the following:

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

1.12.16.6 Telephone System. Inmates assigned to the facility shall have access to an inmate telephone system.

1.12.16.6.1 The contractor shall utilize the Department's contract for the inmate telephone system if the facility is located in Arizona.

1.12.16.6.2 Revenues generated from the use of the inmate telephone system may be directed from the Department to the Contract Facility Operator upon written request for deposit in the Welfare and Benefits Fund (W&B Fund) pursuant to DO 303, Bank Accounts. The revenues shall be used for the benefit of assigned inmates in accordance with A.R.S §41-1604.03.

1.12.16.6.3 At least ninety (90) days prior to acceptance of the first inmate, the Contract Facility Operator shall submit written institutional orders for Department approval regarding the provision of the inmate telephone system, as well as written notification that the system is operational.

1.12.16.6.4 Determination of placement and type of telephones shall be at the discretion of the Department. All costs to deploy and maintain infrastructure shall be the responsibility of the Contract Facility Operator.

1.12.16.7 Commissary. Contractor shall utilize the Department's Commissary contract if the facility is in Arizona. Inmates shall have access to a



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commissary for purchase of goods. Items sold in the commissary shall include items listed in DO 909, Inmate Property. Department inmates shall not be authorized to purchase any appliances, hobby-craft items, or personal items that do not meet the specifications of DO 909.

1.12.16.7.1 At the Contractor’s option, the commissary staff salary may be reimbursed from the W&B fund.

1.12.16.7.2 If this option is exercised, the commissary staff salary shall not be included in staffing cost when calculating per diem and shall be clearly indicated in the Offeror’s proposal.

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

1.12.16.7.3.1 Fifty percent (50%) for reimbursement to the Contract Facility Operator for initial commissary capitalization (interest-free) and fifty percent (50%) to the W&B Fund.

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

1.12.17 Utility Fees. A.R.S. § 31-239 requires inmates who possess at least one major electrical appliance, as defined in DO 909, Inmate Property, to pay a monthly fee, as determined by the Department. The Contractor shall comply with the referenced statute and ensure payment to the Department in accordance with Department Written Instructions.

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

1.12.18.1 All costs for inmate clothing shall be borne by the Contractor.

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



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1.12.18.3 The Contract Facility Operator shall stock sufficient replacement clothing as listed in DO 909, Inmate Property.

1.12.19 Arizona Correctional Industries (ACI). The Contract Facility Operator shall purchase products manufactured and/or produced by ACI, to include but not limited to:

1.12.19.1 Bakery. Including breakfast, desserts if facility is in Arizona.

1.12.19.2 Institutional and Office Furniture if facility is in Arizona.

1.12.19.3 Inmate Clothing. Including underwear and outerwear.

1.12.19.4 Bedding. Including pillows, sheets, mattresses, blankets, towels, wash cloths and pillowcases if facility is in Arizona.

1.12.19.5 Commodity Products. Specifically, cardboard boxes and plastic bags if facility is in Arizona.

1.12.19.6 Signage. Including all regulatory and indoor signage if facility is in Arizona.

1.12.19.7 Multi-part forms, or any other Department forms unavailable from the intranet.



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1.13 HEALTH SERVICES

- 1.13.1 The Contractor shall provide correctional healthcare treatment and services in accordance with all applicable federal and state laws, rules and regulations, DOs, DIs, procedures, and Department Technical Manuals applicable to the delivery of correctional health services. In addition, the Contractor shall meet all federal and state constitutional requirements, court orders, and maintain full compliance with applicable National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Prisons and NCCHC Standards for Mental Health Services in Correctional Facilities. All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference. The Contractor and the Department shall work cooperatively to ensure service delivery is in complete compliance with all such requirements.
- 1.13.2 Access to correctional health services shall be provided in the following manner: A standardized program of routine, urgent and emergency healthcare shall be available to all inmates. Emphasis shall be placed on preventative healthcare practices. Inmates experiencing healthcare emergencies may request and shall receive emergency care by an on-site qualified nurse, medical provider or mental health provider twenty-four (24) hours per day, seven days per week. There is no medical expense cap per inmate, per year.
- 1.13.3 The Contractor shall provide written, oral, and electronic media information to all inmates regarding the availability of correctional health services and information on how to access such services.
- 1.13.3.1 A qualified interpreter or a language line interpretation service shall be provided for inmates who are not fluent in English, unless the qualified healthcare practitioner is proficient in the inmate's language.
- 1.13.4 The Contractor shall be responsible for all costs associated with the provision of correctional health services. The Contractor shall be required to provide comprehensive health services coverage twenty-four (24) hours per day, seven days per week at each contracted facility.
- 1.13.4.1 The Contractor shall not be entitled to additional payments resulting from any material changes or modifications to standards of care (e.g., change in HIV/AIDS therapy, Hepatitis C therapy, cancer therapy), legal actions or court-ordered services, or Arizona Health Care Cost Containment System (AHCCCS) rates of reimbursement, that result in a material increase in costs to meet the new requirements. (See Section 1.13.51 for additional information applicable if Offeror's Contract Facility is in Arizona)



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1.13.5 All ADCRR inmates, regardless of status, shall have unimpeded access to correctional health services. The Contractor's healthcare staff shall ensure that inmates have access to a level of care commensurate with the severity of the presenting symptomatology.

1.13.5.1 Health care services shall be provided by the Contract Facility Operator's staff or by a qualified subcontractor. The subcontractor must be approved by Department Medical Services Division staff prior to initiation of service delivery, and shall be subject to the same obligations as the Contract Facility Operator, including licensure/certification, performance and insurance. All health care professionals, including technicians, must be licensed or certified in accordance with Arizona Revised Statutes (A.R.S.) or their respective State Regulatory Board. The Offeror may not employ or use any Health Care professional whose restricted license may adversely affect the availability or delay in any way the necessary health care to the inmate population.

1.13.5.1.1 Inmate Health Services shall meet the provisions of the Contractor's Health Care Plan (HCP) and NCCHC Standards for Medical Health Services in Prisons while receiving accreditation within three years of receiving the first inmate. Provide evidence of compliance with Department Written Directives, NCCHC Standards, and Standard/Licensure requirements. As ADCRR moves to American Correctional Association (ACA) Standards, it is expected that the Contractor will also be held to these Standards.

1.13.5.2 Sufficient and suitable medical office space, equipment and supplies shall be available for health care delivery. First aid equipment, to include an Automatic External Defibrillator (AED), shall be readily available at all times within the Health Care Unit, as well as other specified locations. Requirements for health space are defined in the Department Physical Plant Standards.

1.13.5.3 There shall be designated health care areas within the facility where medical care can be administered in a manner ensuring confidential communication between the inmate patient and the health practitioner. The health care area shall be designed and dedicated for the sole purpose of the delivery of medical, dental and pharmaceutical services and mental health services. This area shall not be used for any non-health purpose.



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Department of Corrections, Rehabilitation & Reentry
1645 W. Jefferson St.
Phoenix, AZ 85007

Solicitation No.: BPM003512 / ADCRR Ref: 21-109-26

Description: 2,706 Medium and Close Custody Contract Beds

1.13.5.4 Inmate access to routine health care shall be available a minimum of five (5) days per week. Inmates in administrative segregation (e.g., detention) status shall have non-emergency health care available seven days per week. Procedures to immediately refer medical emergencies to a medical, dental or mental health provider shall be available.

1.13.6 The Contractor shall employ sufficient staffing and utilize appropriate resources to achieve contractual compliance. The Contractor's resources shall be adequate to achieve outcomes in all functional areas within the organization. Adequacy shall be evaluated based on outcomes and compliance with contractual and Department policy requirements. If the Contractor does not achieve the desired outcomes or maintain compliance with contractual obligations, additional monitoring and regulatory action may be employed by the Department, up to and including monetary sanctions.

1.13.7 General Administrative Requirements: The Contractor shall have direct oversight, be responsible for and monitor the performance of all correctional health services staff whether providing direct healthcare or performing other duties in support of the contract. The Contractor shall ensure that all employees are informed, knowledgeable of, and comply with prevailing ethical and professional standards and all pertaining laws, policies and procedures for both the Department and the Contractor.

1.13.7.1 The Contractor's staff shall provide on-site correctional health services coverage twenty-four (24) hours per day, seven days per week at each contracted facility. Additionally, the staff shall maintain a good working relationship with Department staff.

1.13.7.2 The Contractor shall employ only those persons who have appropriate full and unrestricted Applicable State licensure or certification in good standing and who have provided documentation of past healthcare experience. Individuals in positions that require credentials (physicians, registered nurse practitioners (NPs), psychologists, psychological specialists, registered nurses, licensed practical nurses, dentists, and/or any other position that requires credentials), shall be subject to a credentials review by the Department to ensure that the individual has the requisite training, experience and licensure or certification necessary to perform the duties assigned. It is the Contractor's responsibility to ascertain and comply with all state licensing and credentialing requirements.

1.13.7.2.1 A mid-level practitioner may augment the services of the physician. This requirement is met when the physician: 1) Directly supervises the mid-level



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practitioner and is directly involved with the practitioner's provision of patient care and, (2) is responsible for all medical service programs at the facility.

1.13.7.2.2 A Registered Nurse shall be on-site twenty-four (24) hours per day, seven days per week to provide coverage. Nurses shall, at a minimum, be trained in emergency first aid and possess an approved certification to perform Cardiopulmonary Resuscitation (CPR). All nurses shall be supervised by a Registered Nurse who shall function as a Director of Nursing.

1.13.7.3 Hospital facilities shall be available to provide complete hospital care and emergency services twenty-four (24) hours per day, seven days per week and should be within thirty (30) minutes transport by land conveyance from the Facility. Inmates requiring hospitalization shall be admitted to a hospital facility which can meet the level of security consistent with Department classification requirements. Contract(s) for hospital services shall be executed between the selected Contract Facility Operator and the hospital. Offeror shall provide a list of specialists who are available at the identified hospital. Specialists shall be available in the vicinity of the hospital. These services shall not be provided at remote locations. The Specialist shall be on staff at the Offeror's contracted hospital. The Specialist's primary office setting shall not be greater than thirty (30) minutes from the hospital.

1.13.7.4 Emergency transportation equipped to provide basic life support shall be available when necessary and ordered by the health provider to transfer inmates to emergency care facilities. Advanced life support shall be available to support emergency transports if projected transport time by land conveyance exceeds thirty (30) minutes to emergency care facilities.

1.13.7.5 The Contract Facility Operator shall provide twenty-four (24) hour emergency healthcare as outlined in a written plan approved by the Department. The written plan shall include:

1.13.7.5.1 Emergency evacuation, when necessary.

1.13.7.5.2 Emergency on-call physician/provider services.

1.13.7.5.3 Psychiatry services.

1.13.7.5.4 Non-Psychiatry mental health services.

1.13.7.5.5 Dental services.

1.13.7.5.6 Security procedures for the immediate transfer of inmates, when necessary, to include both on-site and off-site care.



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1.13.7.5.7 Security procedures for the supervision of inmates undergoing treatment.

1.13.7.6 Quality Management / Quality Assurance. The Contractor shall immediately establish, implement, and maintain a Continuous Quality Improvement (CQI) program in accordance with the Department's Health Services Technical Manual (HSTM) and NCCHC Standards to identify clinical, service delivery and process deficiencies that adversely impact the provision of appropriate timely and medically necessary healthcare to the inmate population. The program shall define all meetings, participants, data collection methods, analytical procedures and actions taken resulting in measurable improvements in healthcare delivery. The Contractor shall establish a QM/Continuous Quality Improvement (CQI) Committee, which meets on a monthly basis. This committee shall have representation from all disciplines practicing on the complex. The Contractor shall conduct at least two process quality improvement studies and two outcome quality studies per year. All activities shall be documented and maintained on a current and ongoing basis. Records shall be made available to the Medical Services Division for review upon request. An Offeror responding to this request for proposal acknowledges and accepts that in the future, the Department may modify Department policies to maintain standards of care or meet regulatory requirements and further agrees to abide by such modifications.

1.13.7.7 Statistical data, relative to the use of health services by inmates, shall be maintained by the Contract Facility Operator who shall prescribe the collection of basic health, mental health and dental service information, utilization summary, program cost and time distribution data. This data shall be described in the Health Care Plan and shall be made available to the Department upon request.

1.13.8 The Contractor shall implement a system of Utilization Management (UM) and Utilization Review (UR) services consistent with the HSTM and Department Orders that includes the availability of a Medical and Mental Health Provider twenty-four (24) hours per day, seven days per week to provide pre-authorization and pre-admission approvals for services that cannot be managed within normal business hours.

1.13.9 The Contractor shall be responsible for the UM and UR of all care (medical, dental and mental health) rendered on and off-site.

1.13.9.1 The Contractor shall designate nurses with experience in UM to support the UM program. In addition, the Contractor shall provide



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applicable State-licensed physicians to perform UR, with one designated Medical Director with appropriate credentials in family practice, general internal medicine, or emergency medical services with three or more years of correctional services experience.

1.13.10 UM nurses shall be available for pre-admission review, concurrent UR, and retrospective review programs. UM staff shall not directly deliver services to inmates to assure neutrality and fairness in utilization decisions.

1.13.11 Within sixty (60) calendar days of the contract effective date, the Contractor shall develop and present to the Department a copy of its UM program description, with chapters that shall include, but not be limited to the following:

1.13.11.1 Medical necessity criteria for levels of care (including criteria, e.g., InterQual or Milliman, to be used during concurrent review):

1.13.11.1.1 In-patient Hospital Services

1.13.11.1.2 Surgery

1.13.11.1.3 Off-site Specialty Services

1.13.11.1.4 Off-site Specialty Diagnostic and Imaging Services

1.13.11.2 Description of UM processes

1.13.11.3 Requirements for facility on-site concurrent review

1.13.11.4 Emergency Room admissions and retrospective review

1.13.11.5 Post-stabilization and transfer from in-patient to infirmary services

1.13.11.6 Discharge planning and coordination to include weekend discharges to be coordinated on Fridays with follow up discussion on Mondays

1.13.11.7 Management and review of emergency room care

1.13.11.8 Referrals to out-of-network (non-contracted) facilities or providers

1.13.11.9 Process for denials and appeals

1.13.11.10 Timeliness standards

1.13.11.11 UM staffing Plan

1.13.11.12 Identification and review of over- and under-utilization

1.13.11.13 UM reporting

1.13.11.14 Denial and appeals reporting

1.13.12 The Contractor shall collect data and submit reports to the Department as requested.

1.13.13 For inmates admitted to in-patient services, the Contractor shall develop and maintain a system for discharge planning. The Contractor's UM staff shall work in collaboration with in-patient hospital discharge planners and the Contractor's facility medical staff to facilitate return, to determine appropriate housing and availability including possible admission to an infirmary, and to make all arrangements for transportation.



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1.13.14 The Contractor's UM processes shall provide that a physician reviews requests for service. This review shall include a direct physician-to-physician discussion on any care when the direct care provider requests services and the Contractor's UM physician needs more information to fully understand the clinical nature of the case in order to make a medical necessity determination.

1.13.14.1 All authorization decisions shall be rendered within one (1) business day after the receipt for the request for service. Notification shall be provided on the same day to the direct care provider. If the direct care provider does not agree with the Contractor UM physician, the provider may file an appeal with the UM physician.

1.13.14.2 The Department reserves the right to intervene in the healthcare delivery and authorization at any time to address situations impacted by inmate safety and security-related factors or other factors of imminent importance.

1.13.14.3 The Contractor's UM program shall provide an appeals system that is easily accessible and that allows the direct care provider to appeal a case to a UM physician reviewer who must be different than the original UM physician who issued the initial denial. The appeal decision shall be rendered within one (1) business day of receipt of clinical information by the UM physician. Notification shall be provided on the same day to the direct care provider.

1.13.14.3.1 The Offeror shall describe their plan and capabilities to meet the UM and UR requirements outlined above in Sections 1.13.8 through 1.13.14.3.

1.13.14.4 Procedures shall be developed in accordance with Department Written Instructions and Department standards of care, approved protocols, and Occupational Safety and Health Administration (OSHA) compliance regulations. A list of the written procedures shall be submitted at time of submission of offer.

1.13.14.5 The Offeror shall describe, in the Health Care Plan, Inmate Medical Health Services for the following:

1.13.14.5.1 Access to Health Care.

1.13.14.5.2 Administrative Meetings and Reports.

1.13.14.5.3 Communication of Special Needs Patients.

1.13.14.5.4 Comprehensive Quality Improvement Program.



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- 1.13.14.5.5 Confidentiality of Health Records and Health Information.
- 1.13.14.5.6 Continuing Education for Qualified Health Services Personnel.
- 1.13.14.5.7 Credentialing.
- 1.13.14.5.8 Handling of Daily Non-emergency Medical Requests and Sick Call.
- 1.13.14.5.9 Dental Care.
- 1.13.14.5.10 Direct Orders.
- 1.13.14.5.11 Emergency Services.
- 1.13.14.5.12 Environmental Health and Safety.
- 1.13.14.5.13 Health Assessment.
- 1.13.14.5.14 Health Evaluation of Inmates in Disciplinary Segregation.
- 1.13.14.5.15 Health Record Format and Contents.
- 1.13.14.5.16 Infection Control Program.
- 1.13.14.5.17 Information on Health Services.
- 1.13.14.5.18 Inmate Workers.
- 1.13.14.5.19 Medical Autonomy.
- 1.13.14.5.20 Medical Training for Correctional Officers.
- 1.13.14.5.21 Medication Administration Training.
- 1.13.14.5.22 Mental Health Assessment.
- 1.13.14.5.23 Pharmaceuticals.
- 1.13.14.5.24 Policies and Procedures.
- 1.13.14.5.25 Responsible Health Authority.



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1.13.14.5.26 Sharing of Information.

1.13.14.5.27 Special Needs Treatment Plans.

1.13.14.5.28 Transfer Screening.

1.13.15 Emergency Health Plan. The facility shall have an Emergency Health Plan that is approved by the responsible Physician and Health Administrator.

1.13.15.1 The Offeror shall develop and submit a plan or methodology to provide emergency health services when security precautions require limited or no inmate movement.

1.13.16 Behavioral Health. The Contractor shall provide and be financially responsible for all mental health programming and services as specified in this request for proposal and in compliance with Department requirements.

1.13.17 The Contractor shall be responsible for operating, staffing and maintaining all in-patient and out-patient treatment programs. Mental Health staff shall be available at all facilities in accordance with minimum staffing levels.

1.13.17.1 Mental Health clinicians and providers shall be available at all facilities twenty-four (24) hours per day, seven days per week. Coverage shall include onsite during business hours and by telephone for emergency consultation and direction after regular business hours, weekends and holidays.

1.13.18 The Contractor shall provide psychology services, psychiatry services, and psychiatric nursing services utilizing licensed and qualified mental health staff. Psychiatric nurses shall be fully dedicated to the Mental Health program.

1.13.19 Mental Health staff shall practice within their scope of training, licensure, and/or certification as required by the State where the facility is located.

1.13.19.1 Psychology Associate level clinicians shall have an active LAC, LPC, LMFT, LCSW, LMSW license, or a clinician with a Ph.D. / Psy.D. degree and within eighteen (18) months of licensure.

1.13.19.2 Psychologists shall have an active Arizona license, or a similar license in the state where Offeror's facility is located, subject to ADCRR's approval.

1.13.20 Utilization Management. The Contractor shall implement a care management/ utilization management program to manage Mental Health services. Care Management is the overall system of medical management encompassing



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utilization management, referral, case management, care coordination, continuity of care and transition care, chronic care management, quality care management, and independent review. Formal guidelines are contained in ADCRR Department Orders, Director's Instructions and the Mental Health Technical Manual (MHTM). The Contractor shall be required to follow these guidelines:

1.13.20.1 The utilization management program shall provide a process for evaluation of medical necessity, appropriateness, and efficiency of Mental Health services, procedures, and facilities. Utilization management shall include utilization review and service authorization.

1.13.20.2 The Department reserves the right to intervene in the mental health delivery and authorization at any time to address situations impacted by inmate safety and security-related factors or other factors of imminent importance.

1.13.21 The Contractor shall implement practice guidelines based on nationally accepted standards, as approved by the Department. Practice guidelines shall be updated at least annually. All mental health staff shall be trained on the practice guidelines within thirty (30) days of adoption, upon hire or during initial orientation, and at least semi-annually thereafter. Practice guidelines refer to mental health treatment guidelines which include the Psychiatric Treatment Guidelines. These shall be consistent with all Departmental policies and the MHTM.

1.13.22 The Contractor shall provide comprehensive mental health services, that are evidence-based and/or best practices, including but not limited to:

1.13.22.1 Crisis and suicide intervention services, including suicide watches and mental health watches.

1.13.22.2 Mental health evaluations and assessments, including initial assessments upon intake/reception and classification, and ongoing assessments as needed by inmates shall be provided by clinicians.

1.13.22.3 Individual treatment plan development and periodic review.

1.13.22.4 Psychiatric provider services and psychotropic medications.

1.13.22.5 Individual and group psychotherapy for out-patient, residential, and in-patient care.

1.13.22.6 Specialized psycho-educational groups.



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1.13.22.7 Medication evaluation, administration and follow-up.

1.13.22.8 Psychological autopsies.

1.13.22.9 Coordination of care to the community through release, discharge, reentry, and transitional planning; including Court Ordered Evaluations (COE) as clinically indicated.

1.13.22.10 Maintenance of legible and clinically appropriate documentation for services rendered in accordance with Department requirements.

1.13.22.11 Consultation with medical, support, and custodial staff on treatment and programming concerns.

1.13.22.12 Special program planning, directing and coordination.

1.13.22.13 Screening, record reviews.

1.13.22.14 Staff training.

1.13.23 Substance Abuse Services. Substance abuse services shall be provided in accordance with DO 917, Addiction Treatment Services, and assist inmates in changing patterns of thought, feelings and actions, consistent with their assessed need, which have contributed to their abuse of mood-changing substances prior to incarceration. All substance abuse services shall have research-based efficacy and shall be a recognized cognitive-based curricula approved by the Department Counseling & Treatment Administrator, or designee.

1.13.23.1 Substance abuse services shall consist of treatment and nationally recognized self-help or mutual support groups, not limited to twelve-step.

1.13.23.2 Substance abuse treatment services shall incorporate cognitive behavioral treatment models and shall be delivered in both group and individual sessions. Treatment groups shall use a professionally developed curriculum approved by ADCRR as their basis for the program.

1.13.23.2.1 The self-help and mutual support groups shall not be considered as treatment.

1.13.23.2.2 Photocopies from an array of non-connected workbooks, websites, etc., resources shall not constitute a curriculum.



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

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

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

1.13.23.5 Substance abuse treatment services shall consist of a minimum of ten (10) percent of the facility's inmate population enrolled in a substance abuse treatment program on any given day.

1.13.23.6 Inmates in need of substance abuse treatment programming shall be placed into the appropriate level of programming as determined by the Department's assessment process.

1.13.23.7 Substance abuse treatment services shall be provided by the Contract Facility Operator's staff or by a qualified subcontractor. The entity providing substance abuse treatment services shall be licensed in accordance to local/state licensure regulations.

1.13.23.7.1 The Contractor's substance abuse program shall be licensed by the state licensing authority in the state in which the prison is located or utilize individually licensed clinicians:

1.13.23.7.1.1 The Contractor shall maintain a staffing pattern which provides for clinical supervision as set forth in Title 4, Chapter 6 of the Arizona Administrative Code.

1.13.23.7.1.2 If the Contractor is operating under a state-issued program license, paraprofessionals may be utilized provided the paraprofessional receives a minimum of one hour of documented clinical supervision every two weeks.

1.13.23.7.1.3 Inmates may be trained to deliver peer self-help substance abuse programs but under no circumstance shall the programs they offer be counted as



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treatment groups or towards treatment hours. Note: per DO 704, inmates are not to be placed in a position of formal control or authority over other inmates.

1.13.23.7.2 The Contractor shall notify all inmates participating in substance abuse treatment of the supervision status of the clinician if the clinician is not independently licensed.

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

1.13.23.8.1 The Contractor shall properly store the files until the file is either requested by the Department or the legally required retention period is reached. File documentation shall consist, at a minimum of:

1.13.23.8.1.1 Demographic information.

1.13.23.8.1.2 Screening assessment.

1.13.23.8.1.3 Treatment Plan.

1.13.23.8.1.4 Progress notes.

1.13.23.8.1.5 Completion summary.

1.13.23.8.1.6 Copy of certificate of completion.

1.13.23.8.1.7 Consent to Treat.

1.13.23.9 Inmates shall be provided with all materials, including workbooks, needed for programs by the Contractor at no cost to the Department. The materials will become property of the inmate upon completion of the program.

1.13.23.10 Reports on the facility's substance abuse treatment services rendered, caseload information, and other general program information may be requested by the Department Counseling & Treatment Administrator on a periodic basis.

1.13.24 Psychotropic Medication Management. If an inmate who is taking psychotropic medication suffers a heat intolerance reaction, all reasonably available steps shall be taken to prevent heat injury or illness. If all other steps have failed to



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abate the heat intolerance reaction, the Contractor shall request a medical transfer to a housing area where the cell temperature does not exceed 85 degrees Fahrenheit.

1.13.25 Pharmaceutical Services. The Contractor shall provide and be financially responsible for all pharmacy services, including the provision of pharmaceuticals in compliance with Department requirements. The Contractor shall be responsible for all delivery costs. This includes the cost of delivery charges for couriers and/or delivery fees submitted by local backup pharmacies.

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

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

1.13.25.2.1 The inmate's name and Department identification number.

1.13.25.2.2 Location of the inmate.

1.13.25.2.3 Name of the medication.

1.13.25.2.4 Doctor prescribing the medication.

1.13.25.2.5 Date and time of issuance.

1.13.25.2.6 Name or initials of pharmacist filling the prescription.

1.13.25.2.7 Directions.

1.13.25.2.8 Quantity of medication administered.

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

1.13.25.3.1 The inmate's name and Department identification number.

1.13.25.3.2 Location of the inmate.

1.13.25.3.3 Name of the medication.



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1.13.25.3.4 Name of health staff administering the medication.

1.13.25.3.5 Date and time medication was administered.

1.13.25.3.6 Quantity of medication administered.

1.13.25.3.7 Route of administration.

1.13.25.3.8 Directions.

1.13.25.3.9 Refusal Slips.

1.13.25.3.10 Informed consent forms appropriate to certain drugs.

1.13.25.4 Inmates shall be transferred to the facility with a minimum seven-day supply of prescription medications.

1.13.25.4.1 Inmates shall be returned to a Department-operated or other Department-contracted prison with a minimum seven-day supply of prescription medications.

1.13.25.5 Inmates shall be released from the facility with a thirty (30) day supply of currently prescribed medications.

1.13.25.6 Prescribed medication shall be provided to the inmate through a process that ensures prompt administration of all ordered medication.

1.13.25.7 The Contractor shall have the flexibility to provide pharmacy operations off-site or to retain existing physical space for the pharmacy and similar operations.

1.13.25.7.1 The Offeror shall provide a detailed explanation of those services that shall be provided off-site and those services that shall be provided on-site.

1.13.26 Permits, Licenses, and Insurance Documentation: The Contractor shall maintain at each contracted facility, current copies of all required pharmacy-related federal and state licenses, permits, and registrations. Copies of the required pharmacy licensure documentation shall be provided to the Medical Services Division prior to the initiation of the services.

1.13.27 The Contractor shall purchase, stock, and manage medications, including prescription medications and over-the-counter (OTC) medications, both formulary and non-formulary.



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1.13.28 The Contractor shall provide a monitoring system for ordering, receiving and maintaining an inventory of pharmaceuticals in a safe, secure and organized fashion, in accordance with Department Orders and NCCHC Standards at each contracted facility.

1.13.28.1 The complete audit trail for all medications issued by the pharmacy and returned to the pharmacy shall be maintained.

1.13.29 The Contractor shall provide pharmaceuticals and medications to the Contractor utilizing Unit Dose (UD) and Keep On Person (KOP) methods of packaging.

1.13.30 The Contractor shall provide a consistent and uniform procedure for dispensing KOP prescription medication to the inmate population.

1.13.30.1 The Offeror shall submit the proposed KOP policy and procedure.

1.13.31 All packaging and storage of pharmaceuticals and medications under the direct control of the Contractor shall meet all labeling requirements and all other requirements established by the manufacturer and Federal and State regulations.

1.13.32 The Contractor shall ensure that all pharmaceuticals and pharmacy inventory is accounted for and actively managed at each Contractor's health unit, remote healthcare site, and pharmacy at all times. The Contractor shall monitor all drugs for outdates, appropriate dating and labeling, multi-dose vials, disposal of expired or partially-used drugs and items obtained from the pharmacy found in an inmate's possession.

1.13.33 The Contractor shall ensure documentation and tracking of all medication-related errors due to nursing delivery/administration or pharmacy dispensing errors.

1.13.34 The Offeror shall submit a written description of packaging options, including:

1.13.34.1 UD medication packaging with a focus on the physical space allocated in each contracted facility's health unit.

1.13.34.2 KOP medication packaging options with a focus on limited inmate storage space and portability as well as inmate management of self-medications.

1.13.35 The Contractor shall ensure that medications are properly dispensed, including:

1.13.35.1 Medications shall be supplied in not more than thirty (30) day quantities.



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- 1.13.35.2 Medications shall be provided in a manner to ensure there is no interruption or lapse in medication administration.
- 1.13.36 Over-the-counter (OTC) medications that are written as prescriptions by the providers shall be fully integrated into pharmacy services.
- 1.13.37 Inmates may also purchase the OTC medications stocked in the facility health units from the inmate store as part of their routine store purchases.
- 1.13.38 The Contractor shall maintain, at their expense, a supply of OTC medications for use based on nursing assessment protocols.
- 1.13.39 The Contractor shall provide urgent, necessary medications ordered by a provider after hours to ensure continuation of chronic medications if a delay until normal refill time would adversely compromise the inmate's health, and ensure distribution of medications in compliance with provider orders or approved nursing protocols.
- 1.13.39.1 The Contractor shall provide for stock of medications in unit dose packages to be available for use in emergency situations or until regular delivery of prescribed medications occurs.
- 1.13.40 The Contractor shall ensure that newly-prescribed provider-ordered medications will be provided to the inmate within two (2) business days after prescribed, or on the same day, if prescribed STAT.
- 1.13.41 The Contractor shall provide a system that, at minimum, meets the following:
- 1.13.41.1 Newly-prescribed provider-ordered medications will be provided to the inmate within two (2) business days after prescribed.
- 1.13.41.2 Medication renewals will be completed in a manner such that there is no interruption or lapse in medication.
- 1.13.41.3 Refills shall be available three to five (3-5) calendar days prior to their due date.
- 1.13.41.4 STAT medications and pharmaceutical supplies shall be available the same day the order is placed.
- 1.13.42 The Contractor shall package KOP medications in not more than a thirty (30) day supply or up to a one hundred twenty (120) pill packaging.
- 1.13.43 The Contractor shall document and maintain a Medication Administration Record (MAR) to include all information contained on the prescription label, the name of the practitioner who prescribed the medication, inmate allergies,



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the dose, frequency, and start date, and the nurse's signature who is administering the medication. The MARs shall be reviewed and initialed daily by a licensed nurse (LPN or RN). The MARs shall be maintained in the Electronic Health Record (EHR) system.

- 1.13.44 The Contractor shall provide a signature log for each KOP prescription an inmate receives, and shall include the date of the inmate's receipt of the medication, the prescription number, and the initials or signature of the inmate. These signature logs shall be retained in accordance with State Board of Pharmacy guidelines and State record retention schedules.
- 1.13.45 The Offeror shall submit a complete listing of their medication formulary and ensure prescriptions are consistent with the available formulary. The required documentation may be provided as an attachment in the response.
- 1.13.46 The Contractor shall provide notifications of contraindications, such as drug interactions, drug allergy, or incorrect dose to the prescriber prior to dispensing the medication.
- 1.13.47 The Contractor shall have a non-formulary request process. Non-formulary requests shall be reviewed and approved, disapproved, or designated for alternative treatment plan (ATP) within two (2) business days of the prescriber's order.
- 1.13.48 The Contractor shall have a policy for inmates already receiving medications that will become non-formulary. This policy shall ensure that clinically-appropriate transitions exist in order to retain delivery of the highest quality medical care.
 - 1.13.48.1 The Offeror shall submit their proposed policy as part of their response.
- 1.13.49 The Contractor shall compile, track and report on the non-formulary requests and make this information available for review by the Department upon request.
- 1.13.50 Clinical Pharmacy Services:
 - 1.13.50.1 The Contractor shall provide the following essential clinical pharmacy services, which shall include:
 - 1.13.50.1.1 Guidance that optimizes the use of medication and promotes health, wellness and disease prevention, including providing medication information sheets to the inmates.



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- 1.13.50.1.2 Medication therapy evaluations and recommendations to healthcare professionals.
- 1.13.50.1.3 Act as a primary source of scientifically valid information and advice regarding the safe and appropriate use of medications.
- 1.13.50.1.4 Routine review of medication therapy to prevent potential drug interactions and reduce medication errors in an effort to ensure ongoing safe and effective care.
- 1.13.50.1.5 Ensure medications are not expired, properly stored, and secured.

1.13.50.2 Specific functions in these essential clinical pharmacy services shall include:

- 1.13.50.2.1 Providing drug information, including drug selection, dosing and therapeutic substitution.
- 1.13.50.2.2 Reviewing medication usage and monitoring trends including dosing, co-administration, disease state treatment and prescriber-specific medication trends.
- 1.13.50.2.3 Providing support and guidance regarding all aspects of drug treatment, prescribing, storage and usage.
- 1.13.50.2.4 Providing process education to all Contractor staff at site level and recurrent education and training on a routine basis.
- 1.13.50.2.5 Providing input and support for continuous quality improvement initiatives.
- 1.13.50.2.6 Completing and reviewing quarterly medication audits as part of the quality assurance program.
- 1.13.50.2.7 Reviewing and trending non-formulary medication requests and usage.

1.13.51 For In-State (Arizona) Facility Inmates Only – Arizona Health Care Cost Containment System (AHCCCS) Requirements and Claims Processing:

1.13.51.1 AHCCCS reimbursement may be an option applicable for certain



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inmate hospitalizations; if so, the Department’s Medical Services Division will advise.

1.13.51.2 If in effect, the Contractor shall provide to the Department notification of any inmate hospital admission of greater than twenty-four (24) hours’ duration within forty-eight (48) hours of admission. The Contractor shall ensure all Medicaid-eligible healthcare claims are billed by the healthcare services provider directly to AHCCCS for payment. The Contractor is not responsible for Medicaid-eligible services or the payment for those services and such services are specifically excluded from the Contract. Notwithstanding this provision, the Contractor is still responsible for the overall management of the healthcare services provided to the inmates, including but not limited to, utilization management services.

1.13.51.3 The Contractor’s invoice shall be offset monthly by the full amount paid by AHCCCS for approved claims, and a prorated amount for AHCCCS claims processing costs. Contractor’s value proposition shall be the difference between their current contracted rates and the AHCCCS rates plus AHCCCS claim processing cost.

Example:

Contractor’s Value Proposition

Contractor’s current rate for approved service is	\$13,000
AHCCCS approved rate to be offset	-\$10,000
AHCCCS average processing cost per claim	<u>- \$5.65</u>
Contractor’s net savings from AHCCCS program rates	\$2,994.35

1.13.51.4 Hepatitis C

1.13.51.4.1 The Department currently follows the Federal Bureau of Prisons Guidelines for treatment of Hepatitis C.

1.13.51.4.2 The Contractor shall provide a monthly true-up on a direct cost basis for the Hepatitis C pharmaceutical cost. Contractor shall provide a monthly detailed report containing, at a minimum, inmate details, date administered and unit cost of Hepatitis C pharmaceuticals for each inmate for review and approval by ADCRR.

1.13.51.4.3 The Contractor will submit an invoice for the approved amount. The total amount offset on Contractor’s invoice less the State Match paid by ADCRR and the average processing cost is available exclusively for Hepatitis C



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treatment, as described in the example below:

Example:

Hep C Value Proposition

Contractor’s monthly offset (AHCCCS Rate + Process Fee)	\$10,005.65
AHCCCS average processing cost per claim	-\$5.65
ADCRR’s portion of cost to AHCCCS per claim	<u>-\$1,500.00</u>
Funds available for Hep C medication cost	\$8,500

1.13.51.5 Hepatitis C treatment remains the ultimate responsibility of the contractor. Any Hepatitis C costs above the total amount offset on the Contractor’s invoice less the State Match paid by ADCRR and the average processing cost shall be paid by the Contractor.

1.13.51.6 The Contractor’s invoice shall include a line item detailing the monthly cost of Hepatitis C treatment for payment by ADCRR.

1.13.51.7 The Offeror shall describe their plan and capabilities to meet the above requirements 1.13.51 – 1.13.51.6.

1.13.52 Medical Files/Records. All health care documents and records (electronic and/or paper) are Department property. Upon an inmate's assignment to the Facility, the Department shall provide a transfer summary with pertinent health information for each inmate.

1.13.52.1 The Department Medical Record is a problem-oriented record, with established forms and management process. The record is used for documenting the care of the inmates in the following areas:

- 1.13.52.1.1 Medical
- 1.13.52.1.2 Nursing
- 1.13.52.1.3 Mental Health
- 1.13.52.1.4 Dental
- 1.13.52.1.5 Pharmacy

1.13.52.2 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 Contractor as necessary to perform specific duties under the Contract, and to Department staff in the execution of their duties. Information may be released to



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family or friends in accordance with Department Written Instructions.

1.13.52.3 Prior to activation of the Facility, the Department shall provide training in maintenance of medical records.

1.13.52.4 The Department medical record is the permanent health record for each inmate and shall be returned to the Department upon the reassignment of an inmate to a Department or other contracted institution, the inmate's death, or upon the inmate's release. If an inmate dies or is released to the community, the health record including a copy of all documentation of health services provided at the Contract Facility shall be submitted to the Department within thirty (30) days after the inmate's death/release.

1.13.52.5 The Contract Facility Operator shall utilize the Department's Electronic Health Records (EHR) system. All associated costs in the provision of utilization shall be borne by the Contractor.

1.13.52.6 Monthly reports of levels of service shall be provided to the Medical Services Division (MSD). These reporting systems shall be consistent with the reporting requirements of the Department's MSD.

1.13.52.7 In compliance with DO 1101, Inmate Access to Healthcare, the inmate may be assessed a fee for an evaluation by a healthcare provider. These funds shall revert to the State of Arizona, General Fund.

1.13.53 The following will not be transferred to the contracted facility:

1.13.53.1 Inmates with pending or currently-scheduled off-site specialty appointments.

1.13.53.2 Inmates requiring follow-up appointments with the attending surgeon.

1.13.53.3 Inmates currently under treatment for cancer.

1.13.53.4 Inmates classified as M-5 or MH-5.

1.13.53.4.1 M-5: Severely limited physical capacity and stamina; requires assistance with Activities of Daily Living (ADLs); requires housing in in-patient component or assisted living area.



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1.13.53.4.2 MH-5: Inmates with mental health needs who are admitted to an in-patient psychiatric treatment program.

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

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

1.13.55 If expanding an existing facility, additional health service staff are required to meet the healthcare needs of the increased inmate population.

1.13.56 The Offeror shall describe their plan and capabilities to meet the above requirements for Sections 1.13.51.1 through 1.13.



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1.14 PHYSICAL PLANT/STRUCTURE DESIGN

- 1.14.1 Offerors shall provide a plan and describe all necessary site information, as required by the Department.
- 1.14.2 The Contract Facility shall comply with design and construction standards as specified in the ADCRR Physical Plant Standards Technical Manual. All plans (schematic design documents) shall show and reflect compliance with Department Physical Plant Standards.
 - 1.14.2.1 Offerors can access the Physical Plant Standards at https://corrections.az.gov/sites/default/files/documents/PDFs/adc-engineering-pps-manual_rev_030519.pdf. Inmate housing areas shall be constructed of concrete, precast concrete, concrete tilt wall or CMU block.
 - 1.14.2.2 Interior surfaces of inmate housing areas shall be finished as either bare concrete or painted concrete. This applies to all concrete or CMU construction methods as listed above. Non-inmate housing areas shall be finished with a 5/8" thick Fiberboard VHI (Very High Impact) drywall, as manufactured by Louisiana Pacific Corporation or approved equal. Drywall shall be installed from floor to underside of roof structure in all areas used or exposed to inmate traffic. In areas with drywall ceilings, wall finish shall be installed 6" above finished ceiling.
 - 1.14.2.3 Based on the fact that the Department's Physical Plant Standards apply to new construction of both ADCRR facilities and contracted private facilities, minor deviations may be reviewed and considered for existing or expanded facilities. Offerors providing an existing facility shall identify by submission of schematic drawings or plans how the facility will meet the minimum requirements of the Department's Physical Plant Standards, and must also include a list of any deviations from those Standards. Acceptance of any such deviations will be at the discretion of the Department, consistent with sound correctional practices.
- 1.14.3 The Offeror shall provide a written explanation of how their facility shall attempt to meet Leadership in Energy and Environmental Design (LEED) Silver standards.
- 1.14.4 The Offeror shall provide written documentation that the facility design is in conformance with all codes per the Prison Physical Plant Standards Technical Manual as well as all regulatory agencies' requirements. The Offeror shall provide written documentation of the following:



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- 1.14.4.1 Sound level requirements, using the dba A scale addressing the absorption qualities of all interior construction materials.
- 1.14.4.2 Lighting requirements to meet or exceed: foot candles for, classrooms, offices, inmate housing areas, cells and the perimeter fencing.
- 1.14.4.3 Mechanical heating and cooling systems shall be designed to meet the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), Ventilation and Heating Standards of Arizona.
- 1.14.4.4 Conformance to natural lighting minimal requirements specified in the Physical Plant Standards Technical Manual.
- 1.14.4.5 Kitchen compliance with square footage, appliances and fixtures, ventilation, hygiene, etc., according to the Uniform and International Building Code (UBC & IBC) and Physical Plant Standards Technical Manual.
- 1.14.4.6 Conditions that determine covered/enclosed multipurpose rooms to be utilized as recreation areas when necessary.
- 1.14.4.7 Outdoor recreation facilities conforming to Physical Plant Standards Technical Manual.
- 1.14.4.8 Buildings meeting energy conservation requirements. Fluorescent lighting shall be T-8 or better, LED lighting is preferred. HVAC units shall have the highest available SEER or EER rating. Perimeter and exterior lighting shall be the most efficient fixtures available to provide required illumination (LED lighting is preferred). Low-flow devices shall be installed on all water fixtures (toilets, sinks, showers, kitchen fixtures).
- 1.14.5 If the facility owner is a different entity than the Contractor, the Contractor shall be responsible to make arrangements with the owner in order to ensure that the Physical Plant Standards are met.
- 1.14.6 The Offeror shall describe the ability of each functional area identified below to meet the specified use. Each description shall include the size in square feet of the functional area to comply with design and construction standards established by Department Physical Plant Standards and Americans with Disabilities Act Accessibility Guidelines (ADAAG).
- 1.14.7 The Offeror shall provide square footage, purpose of room and any special



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ventilation, lighting, coverings, etc., for each of the following:

1.14.7.1 Administrative Office Areas

1.14.7.2 Armory

1.14.7.3 Conference Rooms

1.14.7.4 Commissary

1.14.7.5 Control Rooms

1.14.7.6 Dayrooms

1.14.7.7 Dining areas

1.14.7.8 Classroom Education

1.14.7.9 Detention Cells

1.14.7.10 Staff Training

1.14.7.11 Exercise Area

1.14.7.12 Recreation Area

1.14.7.13 Visitation

1.14.7.14 Library Resource Center

1.14.7.15 Mail and Property

1.14.7.16 Housing Units

1.14.7.17 Sleeping Areas

1.14.7.18 Maintenance Areas

1.14.7.19 Janitorial Closets

1.14.7.20 Mail & Personal Property.

1.14.8 The Offeror shall provide a brief narrative in response to each item and/or acknowledge compliance with each item listed below.



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- 1.14.8.1 Describe in detail the perimeter security to prevent inmate egress and access by the general public. Provide the name and type of any perimeter detection system, fencing, or cameras to be utilized. Describe the manner in which the system shall be regularly tested and annually recertified.
 - 1.14.8.2 Acknowledge that all prison security systems shall be annually recertified and that evidence of annual recertification of all security systems shall be submitted to the Department within ten (10) days of occurrence.
 - 1.14.8.3 Describe in detail the type of prison security that will be used, as well as identification of locking mechanisms including providing specific information and manufacturers' cut sheets.
 - 1.14.8.4 Describe in detail all sally ports including size, and security considerations for both pedestrian and vehicle sally ports, i.e., metal detectors, cameras, etc.
 - 1.14.8.5 Describe in detail the facility usage of radio communications between staff.
 - 1.14.9 In addition, the Contract Facility shall comply with all requirements identified in the following:

 - 1.14.9.1 Guidelines specified by the Americans with Disabilities Act (ADA).
 - 1.14.9.2 Guidelines specified by the Arizonans with Disabilities Act (AzDA) as prescribed by the current version of ADAAG and any subsequent versions issued during the term of the Contract.
 - 1.14.10 Offeror shall provide a description of the utility systems and utility companies that will provide natural gas, electric, water, sewer, garbage/trash disposal, and telephone/internet services.

 - 1.14.10.1 The Offeror shall provide the estimated amount of water that will be available for each inmate, per day.
 - 1.14.11 The Offeror shall identify all Arizona Department of Environmental Quality (ADEQ) and Arizona Department of Water Resources standards applicable to the proposed site and its intended use.
 - 1.14.12 The Offeror shall identify the Federal, State or local authority that has primary jurisdiction over the proposed facility relative to Life Safety Codes and Fire and Fire Safety requirements placed on the facility.



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- 1.14.13 The Contractor shall have the facilities to secure special management inmates on a temporary basis, at least seventy-two (72) hours.
- 1.14.14 Signs at the entrance to the contracted facility displaying the facility's name, warning to public, proper prison identification, etc., shall be provided by the Contract Facility Operator.
- 1.14.15 The Contract Facility Operator shall be responsible for all costs to correct potential or real risks as they relate to the contracted facility structure or the secure perimeter.
- 1.14.16 Administrative office space shall be provided and sufficient to accommodate a minimum of four (4) Department staff per 1000 (or fewer) bed unit, or at least one (1) staff per 250 beds, if larger. (Note: This requirement may be reduced by the Department if the facility is located outside Arizona.) This will include office equipment and a minimum of 120 square feet per staff member.
- 1.14.17 The Department shall assume no expense for the maintenance of the physical structure, or any tangible personal property attached to or contained within a structure approved for consideration.
- 1.14.18 Within ninety (90) days after execution of this any resultant Contract, the Facility Operator shall secure a certified American Land Title Association (ALTA) survey completed to identify the legal boundaries of the entire facility. The survey shall depict in detail all buildings, support systems, and other structures/infrastructure, e.g., fences, utility structures, including underground features such as water and waste piping, power conduit, etc. The ALTA survey shall identify the entity which performed the survey and date performed. The completed survey shall be submitted to the Department to remain on file and become a part of this Contract by reference.
- 1.14.19 Offeror shall provide the following:
- 1.14.19.1 A set of schematic design drawings of the facility that reflect its proposed configuration to include planned renovations, if applicable, and the square footage for each functional area of the facility. Drawings shall be to a recognized scale. If the Offeror is proposing existing facilities (already built), the as-built drawings of the completed facility shall be provided.
 - 1.14.19.2 A minimum of four full-size hard copies of the preliminary drawings and specifications, design development drawings and specifications and final sets of construction documents in addition to the required electronic versions specified in Section 2.3, for those offers that include an existing facility and/or a facility already in the



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construction process. A minimum of four (4) full-size hard copies of the preliminary drawings and specifications, in addition to the required electronic versions specified in Section 2.3, for those offers that include a new facility.

1.14.19.3 The maintenance plan and preventive maintenance program.

1.14.19.4 Building construction types and all major building components including documentation that the design is in conformance with the ADAAG for Buildings and Facilities, as well as all regulatory agencies' requirements.

1.14.19.5 The address of the Contract Facility including a general description of the location and the surrounding area.

1.14.19.6 A description of the property with the facility and the condition of the property.

1.14.19.6.1 Include the size of the property within the secure perimeter and the distance to each property line.

1.14.19.6.2 Include the size of the property outside of the secure perimeter.

1.14.19.7 Upon Contract award the Contract Facility Operator shall not alter the size, configuration or mission of the Contract Facility.

1.14.20 No structure shown by the ALTA survey, including any and all modifications, shall be demolished without 90-day prior written notice to the Department.

1.14.21 Upon Contract award the Contract Facility Operator shall:

1.14.21.1 Operate the contracted facility in compliance with all Federal, State and local laws, rules, regulations, as well as codes relative to fire, health, safety, and environmental issues.

1.14.21.2 Pay all taxes applicable to the use of the contracted facility.

1.14.22 The Contract Facility Operator shall pay and discharge, in a timely manner without offset, deduction or abatement for any cause, all duties, taxes, charges, assessments, impositions and payments, extraordinary as well as ordinary, unforeseen as well as foreseen, of every kind and nature (under or by virtue of any current or subsequently enacted law, ordinance, regulation, action or order of any public or governmental authority), which during the term of this Contract are due, imposed upon, charged against, measured by, or become a lien on the



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facility or any improvements or personal property therein.

- 1.14.23 The Contract Facility Operator's failure to perform obligations required by the terms of any resulting Contract that require mediation and/or correction by the Contract Facility Operator shall be at no cost to the State or the Department of Corrections Rehabilitation & Reentry.
- 1.14.24 The Offeror shall submit with the proposal, all required Regulatory approval submittals, permits or approvals issued, including any approved variances.
- 1.14.25 The Contract Facility Operator shall submit copies of all documentation for:
- 1.14.25.1 the complete structure,
 - 1.14.25.2 electrical design capacities,
 - 1.14.25.3 mechanical design criteria and designed maintained temperatures, for both cooling and heating, that shall be met with outside air temperature conditions,
 - 1.14.25.4 designed maintained lighting levels to be achieved at all locations on the site,
 - 1.14.25.5 site plan,
 - 1.14.25.6 shop drawings, change order requests, and one full set of Mylar as-built drawings,
 - 1.14.25.7 any modifications made to the contract documents during the course of construction through substantial and final completion of the project.
- 1.14.26 Upon an award, the Contract Facility Operator shall, if applicable, provide complete copies of the design and anticipated Wastewater Treatment Plant effluent standards and shall indicate that the designed plant shall meet all Federal and State standards. Identical information for the domestic water treatment plant, if required, and the quality of the potable water to be used in the facility shall also be provided and shall meet all Federal Standards.
- 1.14.26.1 Copies of all easements, right of way, utility agreements, and all other applicable agreements that are required to operate the facility shall be provided to the Department.
- 1.14.27 If applicable, the Contract Facility Operator shall include the Department construction representatives in all job construction meetings when the



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substantial completion reviews are documented by the registrants of the project.

1.14.28 Copies of all building certificates shall be provided to the Department.



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1.15 INVOICING/PAYMENTS.

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

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

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

1.15.1.2 The Contract Facility Operator shall utilize the invoice format, as shown by Exhibit 4, Per Diem Invoice, to submit invoices for all beds.

1.15.1.3 Exhibit 5, Supporting Detail for Per Diem Invoice, shall be completed and accompany the Per Diem Invoice.

1.15.1.4 Exhibit 6, Corrections To Previous Monthly Invoice(s), shall be utilized for the following:

1.15.1.4.1 Corrected spelling of inmate's name.

1.15.1.4.2 Corrected inmate's Department number.

1.15.1.4.3 Corrected payment calculations for identified inmates.

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

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

1.15.1.7 The Contract Facility Operator shall submit original invoices and supporting detail to the Department Contract Monitor for verification.

1.15.1.8 The Department Contract Monitor shall verify invoice information and submit to the Contract Beds Bureau for further review, approval, and payment.



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1.15.1.8.1 It is the Department's objective to make payment authorization within five (5) workdays after receipt of the invoice(s).

1.15.1.9 If a discrepancy occurs, the Department Contract Monitor or other Department staff shall notify the Contract Facility Operator of said discrepancy immediately after reviewing the Contract Facility Operator's invoices and supporting detail. The Contract Facility Operator and the Department shall resolve the discrepancy by comparison and reconciliation of records.

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

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

1.15.1.9.3 The CBOD, or designee, shall authorize payment within fifteen (15) workdays after receipt and approval of Contract Facility Operator invoices, contingent upon services and documentation being satisfactorily provided.

1.15.1.9.4 The Contract Facility Operator shall be required to pay each of its subcontractors in a timely manner for services rendered regardless of any dispute with the Department.

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

1.15.1.10 Background Checks and Fingerprint Cards. The Contract Facility Operator covers the monthly service fee relating to NCIC/ACIC background investigations, as described in Section 1.9.11.3. The Contract Facility Operator covers the costs for processing contractor-requested fingerprint cards through direct payment to the Arizona Department of Public Safety (or as otherwise directed).

1.15.1.11 Medical Treatment Costs. The Contract Facility Operator shall reimburse the Department monthly for monies paid by inmates for health care services. ADCRR will provide details on the current process and processing timeframes for electronic (or other) transfer of inmate medical fees upon contract award.



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- 1.15.1.12 Payment of Inmate Wages. Inmates shall be paid for work activities the same wage regardless of location in accordance with DO 903, Inmate Work Activities.
- 1.15.1.13 The Contract Facility Operator shall process inmate time sheets utilizing Exhibit 8, Inmate Time Sheet For Work Activities, on a bi-weekly basis (once every two weeks). Note: there may be rare instances when a different pay period interval (not bi-weekly) may be directed by the Department.
- 1.15.1.14 Inmate time sheets shall be submitted to the Department Contract Monitor for verification of payroll charges prior to submittal to the Contract Facility Operator's inmate banking technician.
- 1.15.1.15 Inmates providing labor on-site shall have wages posted to their trust accounts in accordance with Department Written Instructions.
- 1.15.2 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's Procurement Services.
- 1.15.2.1 Procedures and time frames related to payment shall be delineated in each Inmate Work Contract.
- 1.15.2.2 The Contract Facility Operator shall receive payment from each third-party contracting entity for wages earned for inmate labor.
- 1.15.2.3 Payments received shall be verified by the Contract Facility Operator. If the Contract Facility Operator finds a discrepancy in the amount of payment, the discrepancy shall be resolved with the contracting entity in accordance with the terms of the work agreement.
- 1.15.2.4 The Contract Facility Operator shall be responsible for providing the required information concerning the inmate's work for the Inmate Banking System.
- 1.15.2.5 Inmate wages earned shall be posted to inmate accounts by Contract Facility staff in accordance with Department Written Instructions.
- 1.15.2.6 In accordance with A.R.S. § 31-254, inmates are not entitled to Workers' Compensation provisions or benefits for labor provided to the Contract Facility, or for labor provided under third-party agreements.
- 1.15.3 Utility Fees. Per A.R.S. § 31-239 inmates who possess at least one major



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electrical appliance shall pay a monthly fee, as determined by the Department. An automated withdrawal through the Inmate Banking System will be input by the Contractor as directed by the Department and printed by the Department's Central Office. The utility check produced at the Department Central Office will be deposited into the General Fund.

- 1.15.4 Specialty Training. The Department shall invoice the Contract Facility Operator within thirty (30) days after staff training or intervention is provided. Invoiced amounts shall be based on actual costs as determined from travel receipts, Positive Attendance Reports (PAR) / Employee Time Entry (ETE), and salary for each employee providing training or intervention. The Contract Facility Operator shall pay the Department within ten (10) days after receipt of invoice.

1.15.4.1 Payment shall be sent to the following (or as otherwise directed by ADCRR):

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

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

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

1.15.5.2 The Department Contract Monitor shall verify the invoiced information and submit the invoice to the CBOD, or designee, for authorization of payment.

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



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1.16 REPORTS

- 1.16.1 A Contract Facility Operator shall comply with all statistical, financial, and informational reporting requirements contained in this request for proposal. The Department reserves the right to change the reports, report content, or frequency of reports at any time during the term of a Contract awarded as a result of this request for proposal. The Department shall notify a Contract Facility Operator of a change within a reasonable period of time.
- 1.16.2 A Contract Facility Operator shall provide accurate, complete and timely shift reports, staffing reports, and all other daily, monthly, and annual reports necessary to monitor the contract; daily management team meetings shall be held and Department monitoring staff shall attend. Information reports will be logged at the time they are written, and monitors shall receive a direct accounting for all information reports, Significant Incident Reports, Disciplinary Reports, and Inmate Grievances. Failure to comply with this requirement shall result in a written deficiency notice (and/or other documentation) and shall require a corrective action plan. Egregious or continual occurrences of failure may result in monetary offsets, suspension, or termination of the Contract.
- 1.16.3 Department staff authorized by the CBOD shall have unhindered access to all statistical, financial, informational data, documents, and reports required pursuant to this request for proposal, at any time, without prior notice to the Contract Facility Operator.
- 1.16.4 The Contract Facility Operator shall be responsible for and shall ensure that all information required to be provided at any point during the life of any resultant contract is timely, complete and accurate. In addition to monetary offsets, failure to report negative occurrences and other misrepresentations shall constitute an Event of Default.
- 1.16.5 In addition to other data and information that may be required pursuant to this request for proposal, reports identified in Exhibit 10, Required Reporting, shall be submitted as specified and shall be sent to the Department Contract Monitor or other designated Department representative on or before the required due date. Whenever the reporting due date(s) cannot be met, Contract Facility staff shall make all best efforts in advance to notify relevant Department staff of the delay, and the anticipated reporting date.
- 1.16.6 Additional/Ad Hoc Reporting Requirements: The Department reserves the right to require additional reports, ad hoc reports, information pertaining to Contract compliance or other reports, or information that may be required to respond to grievances, inquiries, complaints, lawsuits, public records requests, and other questions raised by inmates or other parties.



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- 1.16.6.1 The Department shall make the request for the report in writing (and/or via email) to a Contract Facility Operator. The request shall specify the information required and the date the report is due.
- 1.16.6.2 A Contract Facility Operator shall submit the report or information requested on or before the required due date.
- 1.16.7 Suspension/Cessation of Reports Required in Exhibit 10, Required Reporting: At any time, at the Department's sole discretion, the Contract Facility Operator's obligation to provide any periodic required report may be suspended temporarily, or until further notice, or permanently. Notification will be provided by the Department in writing (and/or via email), with the effective date and projected duration (if known). The suspension/cessation of one or more reports does not otherwise alter any contractual requirement for the Contract Facility Operator to submit all other reports.
- 1.16.8 Reports Required in Exhibit 10, Required Reporting: The submission of late, inaccurate, or otherwise incomplete reports may constitute failure to report subject to the monetary offsets described in Section 1.7.3. Standards applied for determining failure to report are as follows:
- 1.16.8.1 A report shall be deemed timely and not late if received on or before required due dates.
- 1.16.8.2 A report shall be deemed accurate if it is prepared in conformity with Department requirements, and contains no errors of fact.
- 1.16.8.3 A report shall be deemed complete if all required information is fully disclosed in a manner that is both responsive and pertinent to the intent of the report with no material omissions.
- 1.16.9 Reports Required in Exhibit 10, Required Reporting: If a failure to report is identified, the Department Contract Monitor and/or CBOD shall notify the Contract Facility Operator in writing (and/or via email) that the matter may be referred to the Chief Procurement Officer to take action against the Contract Facility Operator, including but not limited to monetary offsets, suspension, or termination of the Contract.
- 1.16.9.1 The Contract Facility Operator shall have ten (10) days to appeal in writing (and/or via email) disputing a decision to refer the matter to the Chief Procurement Officer for action.
- 1.16.9.2 The Department Contract Monitor and/or CBOD shall have ten (10) days to make a final determination regarding the decision to refer the matter to the Chief Procurement Officer for action and to provide written notice (and/or via email) to the Contractor of the final determination.



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2 SPECIAL INSTRUCTIONS TO OFFERORS

2.1 ORDER OF PRECEDENCE:

In the event of a conflict between these Special Instructions to Offerors and the associated Uniform Instructions to Offerors (available online in APP), these Special Instructions to Offerors shall prevail.

2.2 PRE-OFFER CONFERENCE:

A Pre-Offer Conference will be held on July 15, 2021, at 12:00 Noon (MST), Arizona Time. Attendance is not required, but it is recommended. Attendance may be in person at 1645 W. Jefferson Street, Phoenix, AZ, 85007 in the Procurement Office Conference Room #4304 on the 4th Floor, or virtually via Google Meets. If attending in person, a limit of two (2) attendees per company shall apply. All in-person attendees must have photo ID and will need to enter through the visitor entrance on the North side of the building. If planning to attend virtually, please provide the name, title, phone number, and email address for all prospective attendees to David Brackney (dbrackney@azadc.gov) no later than July 12, 2021. Attendees may ask questions to clarify any intent or information in the Solicitation documents. Please be advised that nothing said during the conference, by any party, changes the Solicitation in any way. ADCRR will issue a formal written Solicitation Amendment, if applicable, to make any changes or clarifications to the Solicitation.

2.3 ON-SITE VISIT:

At the Department's option, a site visit to an Offeror's proposed facility(ies) may be held at any time prior to award notification with any Offeror who has been determined susceptible for award. Such a visit will be coordinated in advance with the Offeror.

2.4 SUBMISSION OF OFFER:

A single Offeror shall manage the submission of materials composing their respective proposal. A single Contractor shall manage all services provided under any resulting contract. Offerors may anticipate the use of subcontractors in their proposal but shall not relegate to anticipated subcontractors any responsibility or authority with regard to their proposal as described herein. Offerors shall include information on all anticipated subcontractors that would provide a significant portion (10% or greater) of service to the State under any resulting contract. Any Solicitation amendments shall be acknowledged in APP.

2.5 FORMAT OF PROPOSAL SUBMISSION:

2.5.1 To aid in the evaluation, proposals shall follow the same general format as the Solicitation document. The proposal numbering sequence must be in accordance with the Solicitation document and identifiable to each section within the proposal.

2.5.2 Offers shall be submitted in the manner described below with each tab (file) clearly labeled. Each tab represents a specific file attachment to be uploaded by Offeror in APP; the file name for each attachment is to include the applicable Tab number. Proposals without these attachments may be considered



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nonresponsive.

- Tab 1 Offer and Acceptance. Provide a signed copy of the Offer and Acceptance form (see Attachment 1). Only one Offeror's name is to appear on the Offer & Acceptance form, and the only individual's name and signature on the form should be that of an authorized person who can legally bind the Offeror company. Proposals submitted without a signed copy of this document may be considered nonresponsive. Any solicitation amendments shall be included in this Tab, and shall also be acknowledged in APP.
- Tab 2 The Offeror shall provide a **thorough description** of the services being offered to the Department. Respond specifically, and in order to all items listed in the Scope of Work. The numbering sequence in responding to the Scope of Work must follow and be in accordance with the numbering sequence of the Scope of Work contained in the solicitation document.
- Tab 3 Deviations and Exceptions. As stated on the form (see Attachment 2), any unallowable or questionable deviations or exceptions may cause an offer to be considered nonresponsive. Deviations and exceptions noted elsewhere in the offer and not specified on this form shall be considered void and not part of the offer.
- Tab 4 Designation of Confidential, Trade Secret & Proprietary Information (2-page form; see Attachment 3). ADCRR is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offeror's submission in order to evaluate its proposal. Accordingly, except as provided herein, Offeror should not label proposal submissions as confidential, proprietary, or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must clearly identify the document pages containing such information using the term "confidential". The State, pursuant to A.A.C. R2-7-103, will review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information will be disclosed as public information unless the person utilizes the "protest" provision as noted in A.R.S. § 41-2611 through §41-2616 and the protest is upheld. Offeror's proposed fees will not be considered as confidential. Offeror shall submit a final redacted version of the offer upon the Department's request.
- Tab 5 Fee Schedule. Offeror shall complete Attachment 9 (3-page form), Fee Schedule and submit with their offer as an attachment in APP.
- Tab 6 Budget Narrative. Offeror shall complete Attachment 10 (6-page form), Budget Narrative and submit with their offer in APP.



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- Tab 7 Identification of Subcontractors. Offeror shall complete Attachment 6 (3-page form), Identification of Subcontractors and submit with their offer in APP.
- Tab 8 References. Offeror shall provide at least three (3), but no more than five (5) references from entities that Offeror has provided or is providing the same or similar services as those described in this solicitation. All references are to be provided by persons employed in the Contracting Office (or equivalent) of each entity providing a reference, and the title and/or position of each such person should reflect this requirement. Each of the Offeror's references shall complete Attachment 7, References. This attachment shall be included in the Offeror's proposal response. Information should support at least one (1) year of information relating to performance.
- Tab 9 Additional Materials. Include any other documentation as necessary, but not to exceed twenty (20) pages, including Attachment 4, Additional Materials Form.
- Tab 10 Occurrence and Vacancy Sample/Template. Offeror shall include Occurrence and Vacancy Data using the templates in Attachment 8 (2-page form), Occurrence and Vacancy Sample/Template.
- Tab 11 General Staffing Pattern. Offeror shall include Attachment 11 (2-page form), General Staffing Pattern.
- Tab 12 Position Descriptions. Offeror shall include Attachment 12 (multiple forms as needed), Position Description.
- Tab 13 Administrative Information. Offeror shall include Attachment 5 (2-page form), Administrative Information.

2.5.3 All pages of the response to the Request for Proposal shall be consecutively numbered.

2.5.4 Responses to Sections and Subsections shall be provided in the consecutive order used in the Solicitation.

2.5.5 All responses to a particular Section or Subsection of this Request for Proposal shall begin with the clear identification of the Section or Subsection for which the response is being provided.

2.5.6 All information submitted in response to a particular Section or Subsection shall be provided under the response to that particular Section or Subsection, and not by reference to another part of the response. Information or data pertaining to a particular Section or Subsection, but included elsewhere, shall not be considered part of the response and shall not be considered part of any



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contract awarded.

- 2.5.7 The Offeror shall acknowledge that the Offeror has read, understands, and shall comply with, as applicable, each Section and Subsection of the Request for Proposal, even those Sections and Subsections that are, or appear to be, informational only. For example, to acknowledge this Subsection, your response shall indicate that you “have read, understand, and shall comply with Sections and Subsections identified herein”.
- 2.5.8 For those Sections and Subsections that require the submission of information, the Offeror, in addition to making the acknowledgement required in the above Section, shall submit the requested information in a format consistent with the request as stated in the Request for Proposal.
- 2.6 **QUESTIONS, CLARIFICATIONS OR INTERPRETATIONS:**
Any doubt as to the requirements of the Request for Proposals or any apparent omissions or discrepancies shall be presented in writing through APP no later than July 29, 2021, at 12:00 Noon (MST), Arizona Time. The Department shall determine any appropriate action necessary, and issue any needed written amendment to the Request for Proposal through APP.
- 2.7 **REFERENCED DOCUMENTS:**
Any documents incorporated by reference herein are available online. Offeror shall submit an inquiry through APP if they are unable to locate any such document(s).
- 2.8 **IT 508 COMPLIANCE:**
Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. § 41-3531 and § 41-3532 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. Any exceptions shall be declared in writing in the offer.
- 2.9 **PROPOSAL OPENING:**
Proposals shall be opened online on the date and time indicated in APP. Following the opening, interested parties may contact the Procurement Officer to request a copy of the proposal record of opening. After contract award, the proposals and evaluation documents shall be open for public inspection.
- 2.10 **RESPONSIBILITY, RESPONSIVENESS AND ACCEPTABILITY:**
In accordance with A.R.S. § 41-2534(G), A.A.C. R2-7-C311, A.A.C. R2-7-C312 and R2-7-C316, the State shall consider the following in determining Offerors’ responsibility, as well as the responsiveness and acceptability of their proposals. The State will consider, but is not limited to, the following in determining an Offeror’s responsibility as well as susceptibility to Contract Award:
- 2.10.1 Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms



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of the contract;

- 2.10.2 Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
 - 2.10.3 Whether the Offeror (and, if applicable, its identified subcontractor) is legally qualified to contract with the State; legally qualified status includes consideration of whether the Offeror or any of its key personnel have 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.
 - 2.10.4 Whether the Offeror promptly supplied all requested information concerning its responsibility;
 - 2.10.5 Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer; an indication of the intent to be bound; reasonable or acceptable approach to perform the Scope of Work; acknowledged solicitation Amendment(s) (if any); references to include experience verification; adequacy of financial/business/personal or other resources to include a performance bond; and stability including subcontractors; and any other data specifically requested in the solicitation;
 - 2.10.6 Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the solicitation including its Amendments (if any) and all documents incorporated by reference;
 - 2.10.7 Whether the Offer limits the rights of the State;
 - 2.10.8 Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
 - 2.10.9 Whether the Offer materially changes the contents set forth in the solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
 - 2.10.10 Whether the Offeror provides misleading or inaccurate information.
- 2.11 EVALUATION:
- 2.11.1 In accordance with the Arizona Procurement Code A.R.S. § 41-2534, award(s) shall be made to the responsible Offeror(s) whose proposal is determined in



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writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

2.11.1.1 Scope of Work

2.11.1.2 Cost

2.11.1.3 Conformance to Special Terms and Conditions

2.11.1.4 Conformance to Uniform Terms and Conditions

2.11.2 In addition to the evaluation criteria, exceptions to terms and conditions, as stated in the Uniform Instructions to Offerors, may impact an Offeror's susceptibility for award.

2.11.3 Offer Acceptance Period. An Offeror submitting an Offer under the 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 eighty (180). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred eighty (180) days from the Best and Final Offer due date.

2.12 DISCUSSIONS:

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

2.13 PUBLIC HEARINGS:

If the facility is located in Arizona, in accordance with A.R.S. § 41-1609.02 public hearings will be held. Dates, times and locations are to be determined.

2.14 DOCUMENTS FOR AWARD:

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

2.15 INVESTIGATIONS:

The Department reserves the right to make investigations, as deemed necessary, to determine the ability of the Offeror to perform the specified work. The Offeror shall furnish to the Department all such information and data for this purpose as may be requested. The Department reserves the right to reject any Offer if evidence submitted or investigation fails to satisfy the Department that the Offeror is properly qualified to carry out the obligations of the solicitation. Conditional Offers shall not be accepted.

2.16 REJECTION OF OFFERS:

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



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3 SPECIAL TERMS AND CONDITIONS

3.1 TERM OF CONTRACT:

The term of any resultant contract shall commence on the activation date and shall continue for a period of five (5) years, unless extended, terminated or canceled, as otherwise provided herein. The activation date shall be when the first inmate is received by the contracted bed facility.

3.2 CONTRACT EXTENSION:

By mutual agreement, any resultant contract may be extended for a supplemental period of up to five (5) years, for a maximum total contract term of ten (10) years.

3.3 AUTHORITY TO CONTRACT:

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

3.4 NON-AVAILABILITY OF FUNDS:

In accordance with A.R.S. § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

3.5 PRESS AND PUBLICITY:

Prior to pursuing any press or publicity regarding these services, the Contractor shall work with ADCRR's Media Relations Unit. ADCRR retains final approval rights concerning any such matters.

3.6 MULTIPLE AWARDS:

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

3.7 CANCELLATION:



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- 3.7.1 The Department 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 Department will issue written notice to the Contractor for acting, or failing to act, as in any of the following:
- 3.7.1.1 The Contractor provides services or material that does not meet the specifications of this contract;
 - 3.7.1.2 The Contractor fails to adequately perform the services set forth in the specifications of this contract;
 - 3.7.1.3 The Contractor fails to complete the services required or to furnish the materials required within the time stipulated in the contract;
 - 3.7.1.4 The Contractor fails to progress in the performance of this contract and/or gives the Department reason to believe that the Contractor will not or cannot perform to the requirements of the contract.
- 3.7.2 Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response to the Department. Failure on the part of the Contractor to adequately address all issues of concern may result in the Department resorting to any single or combination of the following remedies:
- 3.7.2.1 Cancel any contract;
 - 3.7.2.2 Pursue any or all of the applicable contractual remedies provided for in the Uniform Terms and Conditions;
 - 3.7.2.3 Perform any test or analysis on materials or services for compliance with the requirements of this contract. If the results of any test or analysis find a material non-compliance with the requirements, the actual expense of testing or analysis shall be borne by the Contractor.
- 3.7.3 In case of default, the Department reserves the right to procure services or to complete the required work in accordance with the Arizona Procurement Code. The Department may recover any actual excess costs from the Contractor by:
- 3.7.3.1 Deduction from unpaid balance;
 - 3.7.3.2 Collection against the Offer and/or performance bond, or;
 - 3.7.3.3 Any combination of the above or any other remedies as provided by law.
- 3.8 **END OF CONTRACT TRANSITION:** In the event this Contract is canceled, terminated, or is approaching expiration, upon ADCRR's request, the Contractor shall cooperate with and assist the Department in the transition of services to a new Contractor or returning



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inmates to ADCRR custody. In addition, ADCRR reserves the right to extend the term of the Contract on a month-to-month basis to assist in the transition of services to a new Contractor or returning inmates to ADCRR custody. The Contractor shall make provision for continuing all management, operations, and administrative services until the transition of services is complete and all other requirements of the Contract are satisfied. The Contractor shall be responsible during the transition period for all requirements within the Contract.

3.9 PRICING:

The method of compensation governing the contract shall be fixed price.

3.10 PRICE REDUCTION

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

3.10.2 Price reductions will become effective upon acceptance by the Department.

3.11 BUSINESS STANDING A.R.S. § 10-1501

3.11.1 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.

3.12 PERFORMANCE BONDS

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

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

3.12.3 Performance Bonds shall be in a form acceptable to the State and shall be payable to the Arizona Department of Corrections, Rehabilitation & Reentry, an agency of the State of Arizona.

3.13 LIQUIDATED DAMAGES FOR LOADING AND DEACTIVATION OF INMATES



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The Department may assess liquidated damages in the amount of \$80.00 per day per inmate for any default that may occur at any time related to the loading and/or deactivation of inmates. Contractors failing to meet the contracted loading schedule and deactivation schedule will be assessed liquidated damages.

3.14 CONFIDENTIAL BUSINESS INFORMATION (CBI):

Prior to the award of the Contract, the Contractor shall establish, maintain and present to ADCRR for approval Contractor's procedures, controls, and other precautionary measures intended to ensure that no CBI, as defined in Exhibit 13, Confidentiality Agreement, shall be used or disclosed by Contractor, its agents, officers, or employees, except as required to efficiently perform duties or other responsibilities under the Contract. Any persons requesting CBI must be referred to ADCRR. Contractor also understands and agrees that any information pertaining to individual persons, inmate or non-inmate, shall not be disclosed other than to employees or officers of the Contractor as needed for the performance of duties or other responsibilities under the Contract, unless otherwise agreed to in writing by ADCRR. Completion of Exhibit 13, Confidentiality Agreement is mandatory.

3.15 DEPARTMENT POLICY AND PROCEDURES:

The Contractor shall follow all Department policies, procedures and Department Orders (DOs) and Director's Instructions (DIs) e.g., drug-free workplace, dress code, grooming, etc. The policies, procedures, DOs and DIs are available on the following websites:
<https://corrections.az.gov/reports-documents/adc-policies/departement-orders-index>
<https://corrections.az.gov/reports-documents/adc-policies/directors-instructions-list>

3.16 NOTICE WARNING:

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

Definition: A.R.S. § 13-2501:
A.R.S. § 13-2505,
ADCRR Department Order 708, Searches

3.17 CONTRABAND:

3.17.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive, wireless communication device, multimedia storage device 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.)

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



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

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

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

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

3.17.1.6 Promoting Prison Contraband is a Class 5 felony:

Definition: A.R.S. § 13-2501;
A.R.S. § 13-2505,
ADCRR DO 708

3.18 FEDERAL PRISON RAPE ELIMINATION ACT 2003:

The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003. Reference 28 C.F.R. Part 115.

3.19 UNLAWFUL SEXUAL CONDUCT:

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

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



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3.19.3 Unlawful sexual conduct with an offender who is under fifteen (15) years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen (15) and seventeen (17) years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

3.19.4 Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. § 13-1419.

3.20 **INDEMNIFICATION:**

3.20.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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, volunteers, 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. This indemnification will survive the termination of the contract with Contractor

3.21 **INSURANCE REQUIREMENTS:**

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

3.21.2 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by



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the Contractor, its agents, representatives, employees or subcontractors.

3.21.3 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance. Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this Contract.

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

3.21.5 **Commercial General Liability (CGL) – Occurrence Form.** Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability. Limits are to be unimpaired.

3.21.5.1 General Aggregate	\$10,000,000
3.21.5.2 Products - Completed Operations Aggregate	\$5,000,000
3.21.5.3 Personal and Advertising Injury	\$5,000,000
3.21.5.4 Damage to Rented Premises	\$1,000,000
3.21.5.5 Each Occurrence	\$5,000,000

3.21.5.6 The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$1,000,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included with the Professional Liability. Any defense costs related to SAM coverage shall be outside the limits.

3.21.5.7 Contractor must provide the following statement on their Certificate(s) of Insurance: “Sexual Abuse and Molestation coverage is included” or “Sexual Abuse and Molestation coverage is not excluded”.

3.21.5.8 The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. 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.



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3.21.5.9 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.21.6 **Business Automobile Liability** - Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this contract.

3.21.6.1 Combined Single Limit (CSL) \$5,000,000

3.21.6.2 Hazardous Material Transport - If the Contract work includes hazardous material transportation, the automobile liability policy shall include the following endorsements:

- CA 99 48 Pollution Liability-broadened coverage for covered autos
- MCS-90 (Motor Carrier Act) endorsements.

Policy shall include Automobile Pollution Liability specific to the transportation of hazardous materials.

3.21.6.3 Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired, and/or non-owned by the Contractor.

3.21.6.4 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

3.21.7 ***Worker’s Compensation and Employers’ Liability***

3.21.7.1 ***Workers’ Compensation*** ***Statutory***

3.21.7.2 Employers’ Liability

3.21.7.3 Each Accident \$1,000,000

3.21.7.4 Disease – Each Employee \$1,000,000

3.21.7.5 Disease – Policy Limit \$1,000,000

3.21.7.6 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities,



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officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

3.21.8 **Professional Liability (Errors and Omissions Liability)** - Limits are to be unimpaired. Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this contract or proceeds.

3.21.8.1 Each Claim \$5,000,000

3.21.8.2 Annual Aggregate \$10,000,000

3.21.8.3 If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: “Sexual Abuse and Molestation coverage is included” or “Sexual Abuse and Molestation coverage is not excluded”. This coverage may be sub-limited to no less than \$1,000,000. Any defense costs related to SAM coverage shall be outside the limits.

3.21.8.4 Within this requirement, medical services shall be insured with sub limits as follows.

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

3.21.8.4.2 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.

3.21.8.5 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 three (3) years beginning at the time work under this contract is completed.

3.21.8.6 The policy shall contain an Extended Claim Reporting Provision of not less than three (3) years following termination of the policy.



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3.21.8.7 The policy shall cover professional misconduct or negligent acts for all persons and positions, including, but not limited to, Warden, security staff, non-security staff, contractors, etc.

3.21.8.8 The policy shall cover professional liability arising out of the rendering or failure to render medical services for all persons, positions and operations.

3.21.9 **Network Security (Cyber) and Privacy Liability**

3.21.9.1 Each Claim \$2,000,000

3.21.9.2 Annual Aggregate \$2,000,000

3.21.9.3 Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, I.D. theft, theft of data, etc.) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

3.21.9.4 In the event that the Network Security and Privacy 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, 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.

3.21.9.5 The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.

3.21.9.6 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.21.10 **Pollution Legal Liability**



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- 3.21.10.1 Each Occurrence \$2,000,000
- 3.21.10.2 Annual Aggregate \$4,000,000
- 3.21.10.3 Coverage must be identified as specific to the operations and specific site(s) described in the Scope of Services in this Contract.
- 3.21.10.4 Coverage must include cleanup and 3rd party bodily injury/property damage off-site as well as on-site.
- 3.21.10.5 Coverage must include cleanup of asbestos and lead based paint in soil and groundwater, as well as coverage for 3rd party bodily injury and property damage.
- 3.21.10.6 Coverage must include mold and legionella within the definition of a pollution condition.
- 3.21.10.7 Pollution coverage must apply to all locations utilized for the acceptance, storage, or disposal of any hazardous materials.
- 3.21.10.8 The policy shall include coverage for bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death and medical monitoring costs.
- 3.21.10.9 The policy shall include coverage for property damage including physical damage to, or destruction of, tangible property and the resulting loss of use thereof; clean-up costs and the loss of use of tangible property that has not been physically damaged or destroyed.
- 3.21.10.10 For losses that arise from the facility, coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in cleanup costs, bodily injury or property damage.
- 3.21.10.11 The policy shall include coverage for defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- 3.21.10.12 If underground or above ground storage tanks are used on the property then the following language should be included in the insurance requirements.
- 3.21.10.13 Underground Storage Tanks will need to be scheduled on the policy; Aboveground Storage Tanks shall not be excluded.



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3.21.10.14 If the Lessee transports goods or materials to or from the State Property then the following language should be included in the insurance requirements.

3.21.10.15 Coverage should also include cleanup and 3rd party bodily injury/property damage resulting from transportation of cargo (including loading & unloading) if the lessee transports goods or materials to or from State Property.

3.21.11 **Contractors Pollution Liability**

3.21.11.1 For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract. The policy shall also include the following coverages; Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death and medical monitoring costs. Property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed and diminution in value.

3.21.11.2 Per Occurrence \$2,000,000

3.21.11.3 General Aggregate \$4,000,000

3.21.11.4 Coverage must be identified specific to the operations as described in the Scope of Services in this Contract.

3.21.11.5 Must include coverage for pollution losses arising out of completed operations.

3.21.11.6 The policy is to be written on an “occurrence” basis with no sunset clause. In the event that the Pollution 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. That either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of ten (10) years beginning at the time this Contract is terminated.

3.21.11.7 Pollution coverage must apply to all phases of the work described in the Scope of Services in this Contract.

3.21.11.8 The policy shall include coverage for bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death and medical monitoring costs.



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- 3.21.11.9 The policy shall include coverage for property damage, and physical damage to, or destruction of, tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically damaged or destroyed including diminution in value.
- 3.21.11.10 The policy shall include coverage for environmental damage including physical damage to soil, surface water, ground water, plant, or animal life, caused by pollution conditions and giving rise to cleanup costs.
- 3.21.11.11 The policy shall include defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- 3.21.11.12 The policy shall include coverage for asbestos and lead, mold, with no exclusions.
- 3.21.11.13 The policy shall include Non-Owned Disposal Site coverage.
- 3.21.11.14 The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 3.21.11.15 The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Contractor.

The following is only applicable to Contractor's treating, storing or disposing of State generated Hazardous Waste at a separate facility.

- 3.21.11.16 Treatment, Storage or Disposal of Hazardous Wastes: Contractor shall furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Pollution Legal Liability Insurance in the amount of not less than \$10,000,000 per occurrence / annual aggregate, and will cover sudden and gradual pollution losses arising from the facility, associated with work performed under this agreement.
- 3.21.11.17 For pollution losses arising from the insured facility, coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot,



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fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

3.21.12 **ADDITIONAL INSURANCE REQUIREMENTS:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

3.21.12.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

3.21.12.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

3.21.13 **NOTICE OF CANCELLATION:** Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department, and shall be mailed, emailed, hand delivered, or sent by facsimile transmission to **David Brackney, Arizona Department of Corrections, Rehabilitation & Reentry, 1645 West Jefferson Street, M/C 55303, Phoenix, AZ 85007**, Email: dbrackney@azadc.gov, Fax No. 602-364-3790.

3.21.14 **ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have 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.

3.21.15 **VERIFICATION OF COVERAGE:** The successful Offeror shall furnish the Certificate(s) of Insurance (valid ACORD form or equivalent approved by the State of Arizona) and endorsements as required by this contract within five (5) business days after receipt of written notice of intent to award this contract. An authorized representative of the insurer shall sign the certificates.

3.21.15.1 All certificates of insurance and policy endorsements must be received by the State before work commences. Each insurance



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policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

3.21.15.2 All certificates required by this Contract shall be sent directly to the Department. 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 copies of all insurance policies required by this Contract at any time.

3.21.16 **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insured's under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum insurance requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

3.21.17 **APPROVAL AND MODIFICATIONS:** The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

3.21.18 **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.

	Offer and Acceptance		Arizona Department of Corrections Rehabilitation & Reentry Procurement Services 1645 W. Jefferson, MC 55302 Phoenix, Arizona 85007
	SOLICITATION NO.	BPM003512 ADCRR Ref: 21-109-26	

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.

Company Name	Signature of Person Authorized to Sign Offer			
Address	Printed Name			
<table border="0" style="width: 100%;"> <tr> <td style="width: 33%; border-top: 1px solid black; padding-top: 5px;">City</td> <td style="width: 33%; border-top: 1px solid black; padding-top: 5px;">State</td> <td style="width: 33%; border-top: 1px solid black; padding-top: 5px;">Zip</td> </tr> </table>	City	State	Zip	Title
City	State	Zip		
Contact Email Address	Phone _____ Fax _____			

By signature in the Offer section above, the Offeror certifies:

- a) The submission of the Offer did not involve collusion or other anticompetitive practices.
- b) The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. § 41-1461 through 1465.
- c) 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 shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
- d) 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.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell 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 effective date of the Contract is _____.

The Contractor is 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 Award this _____ day of _____ 20 _____

Denel M. Pickering, Chief Procurement Officer

DEVIATIONS AND EXCEPTIONS FORM

Offerors shall indicate any and all exceptions taken to the provisions or specification in this solicitation document. Unallowable or questionable deviations and exceptions may cause your offer to be non-responsive. Deviations and exceptions noted elsewhere in your offer, and not specified on this form, will be considered void and not part of your offer.

Exceptions (Check One):

No exceptions. The Undersigned hereby acknowledges that there are **no deviations/exceptions** to this solicitation.

Exceptions are taken.

Describe exceptions taken (attach additional pages if needed):

Company Name: _____

Signature of
Authorized Signer: _____

Printed Name: _____

Title: _____

Designation of Confidential, Trade Secret & Proprietary Information

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that is proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (see below) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

All Offerors must select one of the following:

_____ My response **does not** contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My response **does** contain trade secret information because it contains information that:

1. Is a formula, pattern, compilation, program, device, method, technique or process, **AND**
2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; **AND**
3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. The State reserves the right to make its own determination of Proposer's trade secret materials through a written determination in accordance with A.A.C. R2-7-103.

_____ Yes, I have attached an explanation.

_____ No, I have not attached an explanation

If the State agrees with the proposer's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, proposer agrees that the entire offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

R2-7-103. Confidential Information

- A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.
- C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:
 1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;
 2. The designated information is not confidential; or
 3. Additional information is required before a final confidentiality determination can be made.
- D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.
- E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:
 1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or
 2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.

Company Name

Signature of Person Authorized to Sign

Address

Printed Name

City State Zip

Title

ADDITIONAL MATERIALS FORM

Additional or Supplementary Materials (Check One):

No Additional materials have been included with this offer.

Additional materials are included.

Describe – attach additional pages if needed:

ADMINISTRATIVE INFORMATION

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

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

- Corporation for Profit Non-profit Corporation Other (Explain Below)
- Partnership Joint Venture

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

Name:
Title:

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

Name:
Title:

Address where warrants shall be sent:

Street/P.O. Box:

City: _____ State: _____ Zip: _____

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

E. Does Offeror have a sponsoring or parent organization? Yes No

If yes, please identify:

Name:

Street/P.O. Box:

City: _____ State: _____ Zip: _____

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

F. Has Offeror ever been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government?

Yes No

G. Are there any legal judgments, claims, lawsuits pending against Offeror’s business, agency or organization?

Yes No. **If yes, explain on separate sheet.**

H. Are any employees in Offeror's **TOTAL** business organization (including subcontractors) employees of the State of Arizona?

Yes No. **If yes, please use a supplemental sheet to identify each employee by name and the employing State agency.** (For each individual listed, indicate whether the individual is the Offeror's or a subcontractor's employee.)

I. Identify a contact person for administrative purposes, if Contract award is made:

Typed Name:

Title:

Street/P.O. Box:

City:

State:

Zip:

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

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

Typed Name:

Title:

Street/P.O. Box:

City:

State:

Zip: _____

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

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

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

IDENTIFICATION OF SUBCONTRACTORS

(Duplicate as necessary)

Offeror:

Business Name:
Address:
Telephone No. and Email Address:
Type of Service:
Contact Person:

Business Name:
Address:
Telephone No. and Email Address:
Type of Service:
Contact Person:

Business Name:
Address:
Telephone No. and Email Address:
Type of Service:
Contact Person:

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

REFERENCES

(Please duplicate this form)

Based on the services provided to your organization by this Contractor, please provide a response below:

Contractor (Entity) Name: _____ .

- a) Please provide the Contract Number(s) and term of the Contract(s) (active or inactive) held by this Contractor.

- b) Please provide a brief but detailed description of the scope of services for the above referenced Contract(s) including the type, size and security level of the populations served.

- c) Please describe the implementation process for the above referenced Contract(s). Were implementation timelines met? ____Yes ____No. If No, please explain below:

- d) Did the Contractor meet the requirements of the Contract(s) identified above? ____Yes ____No. If No, please explain below:

- e) Did the Contractor's ability to provide the requested quality of products and services of the Contract(s) identified meet the contractual requirements? ____Yes ____No. If No, please explain below:

- f) Did the Contractor's experience and qualifications of staff for the Contract(s) identified meet the contract requirements? ____Yes ____No. If No, please explain below:

g) Were there any deficiencies or monetary sanctions applied during the term of this contract? ____
Yes ____ No. If Yes, please explain below:

a. Date of deficiency reported and the Ramification and/or Sanctions applied to each of deficiencies noted.

b. Did the Contractor's ability to resolve any and all deficiencies during the term of this contract meet your company's satisfaction? ____ Yes ____ No. If No, please explain below:

Contact Information for Clarifications:

Name

Entity

Phone Number

Email Address

Person Completing the Form:

Name (please print)

Title

Date

OCCURRENCE SAMPLE/TEMPLATE												
Use This Format For Homicides; Escapes; Assaults On Staff; Assaults On Inmates; Major Disturbances; Minor Disturbances; Suicides; Staff Sexual Misconduct With An Inmate Resulting In Discipline; and Staff Misconduct Resulting In Termination												
PRISON/ FACILITY		HOMICIDES for the Offeror's last ten years of operation (2011 through 2021)*										
		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Town USA Prison Facility	Occurrence No.	NA	2	0	0	3	1	0	2	2	NA	NA
	ADP	NA	1,004	994	1,010	1,009	1,000	999	1,005	1,013	NA	NA
	Occurrence No. ADP x 1,000**	NA	1.99								NA	NA
City, USA Prison	Occurrence No.	1	0	0	0	1	0	0	0	0	NA	NA
	ADP	400	410	404	399	411	408	382	397	316	NA	NA
	Occurrence No. ADP x 1,000**	2.5									NA	NA
ABC Prison	Occurrence No.	2	0	0	1	0	0	0	1	0	1	1
	ADP	737	750	743	744	759	746	758	750	752	754	753
	Occurrence No. ADP x 1,000**	2.71										
XYZ Detention Center	Occurrence No.	NA	NA	1	0	2	4	1	3	0	0	1
	ADP	NA	NA	2,370	2,501	2,599	2,643	2,803	2,844	2,799	2,937	2,865
	Occurrence No. ADP x 1,000**	NA	NA	0.42								

*Occurrence data is required for the Offeror's last ten (10) years of operation. In this example, the Offeror is still operating, so the last ten years of operation are 2011 through 2021 year to date. In this example:

- Town USA Prison Facility only operated for eight years between 2012 and 2019, so the years of operation are 2012 through 2019.
- City USA Prison operated from 1997 through December 2019, so the years of operation are 2011 through 2019.
- ABC Prison has operated continuously since 1992, so the years of operation are 2011 through 2021.
- XYZ Detention Center has operated since March 2013, so the years of operation are 2013 through 2021.

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

Use This Format For Annual Employee Turnover Percentage Rate; Annual Employee Vacancy Percentage Rate For Correctional Series Staff; Annual Employee Vacancy Percentage Rate For Program Staff; and Annual Employee Vacancy Percentage Rate For Medical And Mental Health Staff												
PRISON/ FACILITY		ANNUAL EMPLOYEE TURNOVER RATE for the Offeror's last ten years of operation (2011 through 2021)*										
		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Town USA Prison Facility	Percentage Rate	NA	9.92	11.66	11.37	10.04	11.12	11.70	10.54	9.99	NA	NA
City USA Prison	Percentage Rate	12.90	12.86	12.04	12.66	12.37	12.24	12.66	12.37	12.24	NA	NA
ABC Prison	Percentage Rate	11.39	11.61	11.38	10.94	11.39	11.61	11.38	10.94	11.38	10.94	11.39
XYZ Detention Center	Percentage Rate	NA	NA	7.82	8.66	9.31	9.04	8.26	9.32	9.01	9.31	9.04

*Occurrence data is required for the Offeror's last ten (10) years of operation. In this example, the Offeror is still operating, so the last ten years of operation are 2011 through 2021 year to date. In this example:

- Town USA Prison Facility only operated for eight years between 2012 and 2019, so the years of operation are 2012 through 2019.
- City USA Prison operated from 1997 through December 2019, so the years of operation are 2011 through 2019.
- ABC Prison has operated continuously since 1992, so the years of operation are 2011 through 2021.
- XYZ Detention Center has operated since March 2013, so the years of operation are 2013 through 2021.

FEE SCHEDULE

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

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

If proposing multiple sites or offers, Offeror shall submit the per diem rate for each site or offer.

\$ _____ Per Diem Per Bed Up to XXXX beds

Number of Beds _____

OPTIONAL PROPOSAL:

\$ _____ Per Diem Per Bed for up to an additional XXXX beds

Number of Beds _____

Note: If optional proposal is being submitted, complete an additional Attachment No. 9 and Attachment No. 10 for each option proposed.

Fee Schedule

Breakdown of relative daily costs included in the per diem rate:			Relative Daily Cost
No.	Title		
1	Employee Personal Service		
	1.1	Wages	\$
	1.2	Overtime	\$
2	Employer Related Expenses for Employees		
	2.1	Uniform Allowance/expense	\$
	2.2	FICA	\$
	2.3	Workers' Compensation and Employers Liability	\$
	2.4	Medical and Dental Insurance	\$
	2.5	Employee Benefits	\$
	2.6	Other (Specify)	\$
3	Inmate Related Professional and Outside Services		
	3.1	Medical and Hospital	\$
	3.2	Preventive Maintenance	\$
	3.3	Education – Career and Technical Education (CTE)	\$
	3.4	Education - Literacy	\$
	3.5	Education - GED	\$
	3.6	Recreation	\$
	3.7	Religious Services	\$
	3.8	Substance Abuse	\$
	3.9	Mental Health	\$
	3.10	Other (Specify)	\$
4	Inmate Related Food Costs		
	4.1	Food and Labor	\$
5	Operating Expenses		
	5.1	Depreciation Expense - Equipment	\$
	5.2	Postage	\$
	5.3	Telecommunications	\$
	5.4	Operating Supplies	\$
	5.5	Repair/Maintenance (equipment, building, vehicles, etc.)	\$

	5.6	Utilities & Related Expenditures	\$
	5.7	Education/Training, etc.	
	5.8	Interest Expense	\$
	5.9	Travel	\$
	5.10	Inmate Clothing	\$
	5.11	Other (Specify)	\$
6	Insurance		
	6.1	Commercial General Liability	\$
	6.2	Business Automobile Liability	\$
	6.3	Umbrella Liability	\$
	6.4	Professional Liability	\$
7	Land		
8	Buildings		
9	Improvements Other Than Buildings, i.e., easement (Specify)		
10	Machinery and Equipment, if applicable.		
	10.1	Data Processing Equipment	\$
	10.2	Software	\$
	10.3	Motorized Vehicles	\$
	10.4	Other Machinery & Equipment	\$
11	Other Capital Outlay		
12	General and Administrative Fee		
13	Overhead Fee. Define and list all components included in fee		
14	Performance and Payment Bond Fee		

TOTAL PER DIEM PER BED	
------------------------	--

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

BUDGET NARRATIVE

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

Position Title	FTE	Base	Shift Differential	Total Payroll
1.0 <u>Employee Personal Services (Con't)</u> 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 – Career and Technical Education (CTE)
- 3.4 Education - Literacy
- 3.5 Education - GED
- 3.6 Recreation

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

3.7 Religious Services

3.8 Substance Abuse

3.9 Mental Health

3.10 Other (Specify)

4.0 **Inmate Related Food Costs**

4.1 Food and Labor

5.0 **Operating Expenses**

5.1 Depreciation - Equipment

5.2 Postage

5.3 Telecommunications

5.4 Operating Supplies

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

5.6 Utilities and Related Expenditures

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

5.7 Employee Education and Training, etc.

5.8 Interest Expense

5.9 Travel

5.10 Inmate Clothing

5.11 Other (Specify)

6.0 **Insurance**

6.1 Commercial General Liability

6.2 Business Automobile Liability

6.3 Umbrella Liability

6.4 Professional Liability

7.0 **Land**

8.0 **Buildings**

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

10.0 **Machinery and Equipment**

10.1 Data Processing Equipment

10.2 Software

10.3 Motorized Vehicles

10.4 Other Machinery and Equipment (Specify)

11.0 **Other Capital Outlay**

12.0 **General and Administrative Fee**

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

14.0 **Performance and Payment Bond Fee**

GENERAL STAFFING PATTERN

POSITION/POST	SHIFT 1	SHIFT 2	SHIFT 3	RELIEF FACTOR*	TOTAL
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DIVISION: **ADMINISTRATION**

DIVISION: **CORRECTIONAL PROGRAMS**

POSITION/POST	SHIFT 1	SHIFT 2	SHIFT 3	RELIEF FACTOR	TOTAL
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DIVISION: **FOOD SERVICE**

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

SUMMARY

DIVISION	SHIFT 1	SHIFT 2	SHIFT 3	TOTAL*
TOTAL STAFFING				

SOLICITATION NO. BPM003512 ADCRR Ref: 21-109-26 ATTACHMENT 12 – TAB 12
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 Arizona Correctional Information System (ACIS)

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?

CERTIFICATE OF INSURANCE **SAMPLE							DATE (MM/DD/YYYY)	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THE CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>								
PRODUCER				CONTACT				
				NAME:		PHONE (A/C. No. Ext):		
INSURED				E-MAIL ADDRESS:				
				INSURERS AFFORDING COVERAGE				NAIC#
				INSURER A:				
				INSURER B:				
				INSURER C:				
				INSURER D:				
				INSURER E:				
COVERAGES			CERTIFICATE NUMBER:			REVISION NUMBER:		
<p>THIS IS TO CERTIFY THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>								
INNR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAMES-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS-COMP/OP AGG	\$
								\$
	AUTOMOBILITY LIABILITY <input type="checkbox"/> ANY AUTO: <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOD						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per Person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input type="checkbox"/> Is yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Additional Remarks Schedule may be attached if more space is required)								
Reference Contract No. _____								
CERTIFICATE HOLDER				CANCELLATION				
Arizona Department of Corrections, Rehabilitation & Reentry ATTENTION: Procurement Services 1645 W. Jefferson Street Mail Code 55302 Phoenix, Arizona 85007				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION				
				AUTHORIZED REPRESENTATIVE				

REVISE (2014/01)

TYPES OF DEPARTMENT WRITTEN INSTRUCTIONS

Written Instructions are the primary methods for management to communicate its philosophy, mission and expectations to employees, inmates and the public.

1. Department Orders

<https://corrections.az.gov/reports-documents/adc-policies/department-orders-index>

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

2. Director's Instructions

<https://corrections.az.gov/reports-documents/adc-policies/directors-instructions-list>

A temporary written instruction issued in memo form and signed by the Director. Director's Instructions are issued to provide immediate instructions in critical/urgent situations, when there is not time to follow the Department Order development process. (Note: at any given time, there may be no Director's Instructions in effect.)

3. Technical Manuals

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

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

4. Institution Orders

Written instructions issued under a Warden's signature to address issues/practices unique to the institution. (Note: these are uncommon.)

5. Post Orders

Written instructions signed by a Warden or 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 unit-specific content will vary to reflect local operations.

DEPARTMENT’S TECHNICAL SERVICES TRAINING REQUIREMENTS

The Department is responsible for the following technical training:

Subject	Activity	Time Frames
Health Services Administrator	The Health Services Administrator shall participate in training relevant to the provisions of Department Health Care Delivery.	Prior to activation of Facility.
Inmate Banking. Inmate Records.	All Contractor's staff responsible for inmate banking activities shall receive training. All Contractor's staff responsible for inmate institutional records activities shall receive training.	Up to 40 hours prior to activation of Facility. Up to 240 hours prior to activation of Facility.
Medical Records Maintenance. Reporting Formats. Plan Management.	All Contractor's staff responsible for inmate medical records shall participate in medical record keeping and maintenance of medical records training. Monthly operational and programming statistical data. Completion of Correction Officer III (COIII) Academy Curriculum.	Prior to activation of Facility. Prior to activation of Facility. COIII Training, a minimum of 40 hours.

SOLICITATION NO. BPM003512 ADCRR Ref: 21-109-26 EXHIBIT 4
PER DIEM INVOICE

Contract Facility:

Billing Cycle
Period:

From: ____/____/____
(MM/DD/YY)

To: ____/____/____
(MM/DD/YY)

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

\$ _____ per inmate per day

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

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

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

AMOUNT INVOICED: \$ _____

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

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

TOTAL AMOUNT INVOICED: \$ _____

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

Contract Facility Warden

Signature _____

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

The invoice and supporting detail were forwarded via the Contract Beds Bureau to the Prison Operations Business Office for payment this ____ day of _____ 20 _____. Warrants shall be made payable to the Contract Facility Operator, or Trust Payee, whichever is applicable.

Department Monitor, Arizona Department of Corrections, Rehabilitation & Reentry

Signature _____

SOLICITATION NO. BPM003512 ADCRR Ref: 21-109-26 EXHIBIT 5
SUPPORTING DETAIL FOR PER DIEM INVOICE
(Duplicate as necessary)

Contractor: _____

Contract Facility: _____

Billing Cycle Period: From: ____/____/____
(MM/DD/YY)

To: ____/____/____
(MM/DD/YY)

INMATE NAME	INMATE NO.	DATE RECEIVED	TIME PERIOD BILLED		INMATE DAYS	DEPARTURE DATE
			FROM	TO		

SUBTOTAL THIS PAGE:

GRAND TOTAL - ACTUAL INMATE DAYS - ALL SUPPORTING DETAIL PAGES: _____
(TRANSFER GRAND TOTAL TO LINE 1 ON THE MONTHLY INVOICE)

- NOT USED IN THIS SOLICITATION -

INMATE TIME SHEET FOR WORK ACTIVITIES

(Duplicate as necessary)

Contractor: _____

Contract Facility: _____

Reporting Period: From: / / To: / /
(MM/DD/YY) (MM/DD/YY)

INMATE NAME	INMATE NUMBER	WORK ACTIVITY*	HOURS	RATE OF PAY	TOTAL PAY

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 (WIPP).
Type "**Contract**" to signify inmates earning wages in the community under multi-party agreements/contracts.

NOTICE OF OPTION TO PURCHASE
- NOT REQUIRED FOR THIS SOLICITATION -

Pursuant to Contract No. 15-183-36 between the Arizona Department of Corrections, Rehabilitation & Reentry (Department) 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 in the property in its entirety as described below:

Location:

Legal Description:

Description of Improvements: Privatized prison facility with housing units for _____ medium/close security beds for adult male 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, Arizona 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 ADMINISTRATION

Signature of Authorized Individual

Typed Name

Director

Typed Title

100 N. 15th Avenue

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

ARIZONA DEPARTMENT OF CORRECTIONS, REHABILITATION & REENTRY

Signature of Authorized Individual

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, Rehabilitation & Reentry
Attention: Procurement Services Bureau
1601 West Jefferson Street, M/C 55302
Phoenix, Arizona 85007

STATE OF ARIZONA)

)ss.

County of)

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

My commission expires: _____

Notary Public

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

REQUIRED REPORTING

Name	Description	Frequency of Reporting Period	Customary Due Date	Potential Monetary Offsets assessed for each day past the due date
	Reports shall be submitted in a format required by the Department.		Monthly due date is for the month following the reporting period	Formula: Total Inmate Population (on the report due date) of Prison Facility x Per Diem Rate x ____% = Monetary Offset
Armory Report	Inventory of all weapons and munitions during reporting period	Monthly	5 th of Month, or 3 rd workday	0.5%
Community Betterment Report	Report describing community betterment fundraising events during reporting period	Monthly	5 th of Month, or 3 rd workday	0.5%
DO 703 Inspection/Tour Reports (vendor staff)	Security/facility inspection reports, as required by DO 703 <u>Security/Facility Inspections</u>	Monthly	5 th of Month, or 3 rd workday	0.5%
Inmate Work Contract Report	Report describing specified inmate work contract data, which may include WIPP, IGA, ADOT, WLFC, ACI, Voc, Cleansweep, other special work projects*	Monthly	5 th of Month, or 3 rd workday	0.5%
Key Control/ Inventory Report	Inventory of all keys/locking systems	Monthly	5 th of Month, or 3 rd workday	0.5%
Kitchen Inspection Report	Health inspection report on kitchen, as performed by outside jurisdiction	Annually	Within 3 work days of receipt	0.5%
Annual Fire Inspection	Jurisdictional Inspection and Contracted Inspection of Fire Detection and Suppression System	Annually	Within 3 work days of receipt	0.5%
Annual In-Service Training Plan	Report detailing annual in-service training to all staff, to include subcontractors, their employees, agents or representatives. Training shall meet the requirements of the Department of Corrections Rehabilitation & Reentry Annual Training Plan.	Annually	July 15, or as otherwise directed	0.5%
Capacity Report	Inmate programs/programming occurring by program inclusive of enrollment capacity and number of inmates enrolled.	Monthly	5 th of Month, or 3 rd workday	0.5%

REQUIRED REPORTING

Name	Description Reports shall be submitted in a format required by the Department.	Frequency of Reporting Period	Customary Due Date Monthly due date is for the month following the reporting period	Potential Monetary Offsets assessed for each day past the due date Formula: Total Inmate Population (on the report due date) of Prison Facility x Per Diem Rate x ___% = Monetary Offset
Employee/Staff Background Investigation	Completed employee/staff background investigations shall be submitted to the Department of Corrections Rehabilitation & Reentry Contract Monitor prior to hiring or allowing access to the facility. The Department of Corrections Rehabilitation & Reentry shall approve all staff based on results of background investigations.	Upon Occurrence	Upon Occurrence, prior to hiring or allowing access to the facility	0.5%
Facility Security System Proof of Annual Recertification	All prison security systems shall be annually recertified and evidence of annual recertification of all security systems shall be submitted to the Department of Corrections Rehabilitation & Reentry.	Annually	Within 10 days of receipt.	1.0%
Information Reports/ Significant Incident Reports	Reportable occurrence in accordance with DO 105 <u>Information Reporting</u> .	Daily	11:00 AM Same Day	1.0%
Monthly Internal Monitoring Report	The required Internal Monitoring Program shall include documenting noted deficiencies and requiring timely corrective action to ensure service requirements specified by this contract are met. Documentation generated as a result of internal monitoring evidencing completion of monitoring activities and their results shall be provided to on Department of Corrections Rehabilitation & Reentry Monitoring staff.	Monthly	5 th of Month, or 3 rd workday	1.0%
Restorative Justice Report	Report describing restorative justice fundraising events during reporting period	Monthly	5 th of Month, or 3 rd workday	0.5%
Security Device Deficiency Report	Report of all security devices noted during reporting period	Monthly	5 th of Month, or 3 rd workday	0.5%

REQUIRED REPORTING

Name	Description Reports shall be submitted in a format required by the Department.	Frequency of Reporting Period	Customary Due Date Monthly due date is for the month following the reporting period	Potential Monetary Offsets assessed for each day past the due date Formula: Total Inmate Population (on the report due date) of Prison Facility x Per Diem Rate x ___% = Monetary Offset
Staffing Report	Report on filled and unfilled positions at the facility	Monthly	5 th of Month, or 3 rd workday	0.5%
Subcontracted Security Device Maintenance Report(s)	In addition to the Facility Security System Proof of Annual Recertification, any report, contract, evaluation, service agreement, inspection report or documentation regarding subcontracted security device maintenance	Upon Occurrence	Within 10 days of receipt.	1.0%
Tool Control/ Inventory Report	Inventory of all tools, to include kitchen and medical	Monthly	5 th of Month, or 3 rd workday	0.5%
Training Report	Report on staff training, classes offered, participants identified	Monthly	5 th of Month, or 3 rd workday	0.5%
Health Needs Requests (HNR) Appointment Report	Report on appointments resulting from inmate HNRs submitted.	Monthly	5 th of Month, or 3 rd workday	0.5%
Health Services Staffing Report	Complex correctional health services staffing patterns and vacancy rate	Quarterly Jan.-March April-June July- Sept. Oct.- Dec.	April 15 July 15 Oct. 15 Jan. 15	0.5%
Hospitalization Census Report	Daily status reports on inmates in hospitals and/or nursing homes and/or hospice, admission and discharge diagnosis (DRG or other common code).	Daily	3:00 PM Same Day	1.0%
Infectious Disease Report	Number of inmates with Infectious diseases, including AIDS, Chlamydia, Gonorrhea, HIV, Hepatitis A, B, C, Positive PPD, Syphilis	Quarterly Jan.-March April-June July- Sept. Oct.- Dec.	April 15 July 15 Oct. 15 Jan. 15	0.5%
Inmate Wait Times Report	Report on the wait times for inmates at each Unit to be seen by medical, nursing, dental, and mental health	Monthly	5 th of Month, or 3 rd workday	0.5%

REQUIRED REPORTING

Name	Description Reports shall be submitted in a format required by the Department.	Frequency of Reporting Period	Customary Due Date Monthly due date is for the month following the reporting period	Potential Monetary Offsets assessed for each day past the due date Formula: Total Inmate Population (on the report due date) of Prison Facility x Per Diem Rate x ___% = Monetary Offset
Mortality Review Reports	Mortality Review Case Abstract and Cover Sheet. If the incident resulted in initiation of the Incident Management System, a Health Services IMS Critique Form shall be completed with the Mortality Review – Case Abstract and Cover Sheet form.	Per Incident	Per DO 1105, <u>Inmate Mortality Review</u>	5.0%
Pharmacy Services Statistical Report	Number of inmates served, scripts written and filled, number of inmates receiving psychotropic medications	Monthly	5th of Month, or 3 rd workday	0.5%
Quality Improvement Committee Quarterly Report	The Quality Improvement Committee shall provide a quarterly report to the Medical Services Division	Quarterly Jan.-March April-June July- Sept. Oct.- Dec.	April 15 July 15 Oct. 15 Jan. 15	0.5%
Annual Audited Corporation Financial Statements	Two copies of Financial Statements prepared and audited by an independent, licensed CPA according to generally accepted accounting principles (GAAP). Financial Statements shall include a balance sheet, income statement, cash flow statement, and accompanying accountant's notes.	Annual	Date specified in the Contractor's response to the request for proposal	1.0%
Annual Audited Financial Statements Specific to the Contract	Two copies of Financial Statements prepared and audited by an independent, licensed CPA according to generally accepted accounting principles (GAAP). Financial Statements shall include a balance sheet, income statement, cash flow statement, and accompanying accountant's notes.	Annual	Date specified in the Contractor's response to the request for proposal	1.0%
Additional Financial Data	The Department shall have the right to request additional financial data in order to obtain information deemed necessary. Type(s) of financial data required shall be noted in the Department written request for information.	As requested	Time-frames for submittal shall be noted in the written request for information.	0.5%

REQUIRED REPORTING				
Name	Description	Frequency of Reporting Period	Customary Due Date	Potential Monetary Offsets assessed for each day past the due date
	Reports shall be submitted in a format required by the Department.		Monthly due date is for the month following the reporting period	Formula: Total Inmate Population (on the report due date) of Prison Facility x Per Diem Rate x ___% = Monetary Offset
Information Required per A.R.S. § 41-1609.01, L	In accordance with A.R.S. § 41-1609.01, L and upon receipt of the first inmate by the Contract Facility Operator, the Department of Corrections Rehabilitation & Reentry shall direct the gathering of information related to the performance of the Contract Facility Operator.	As requested	Time-frames for submittal shall be noted in the written request for information.	0.5%
Ad Hoc Reports	Information pertaining to contract compliance or other reports or information that may be required to respond to grievances, inquires, complaints, lawsuits, public records requests, and other questions raised by inmates or other parties.	Per Request	Within 72 hours of receipt of request, or as otherwise directed	0.5%

* WIPP, IGA, ADOT, WLFC, ACI = Work Incentive Pay Program, Inter-Governmental Agreement, Arizona Department of Transportation, Wildland Fire Crew, and Arizona Correctional Industries, respectively.

Health Services Licenses/Certificates: Issuing Entity Information**1 NCCHC: National Commission on Correctional Health Care**

1145 West Diversey Parkway, Chicago, IL 60614

The Commission maintains standards for the provision of medical, dental and mental health services in jails and prisons and issues certificates to those facilities found to be in compliance.

2 Radiology Equipment Certification

Arizona Radiation Regulatory Agency

4814 South 40th Street, Phoenix, AZ 85040

Inspection of all x-ray machines in use is done by this state agency. If equipment is in compliance with federal and state standards, a certificate allowing operation is issued.

3 NHSC: National Health Services Corps

U.S. Department of Health and Human Services

Health Resources and Services Administration

National Health Services Corps

5600 Fishers Lane, Rockville, MD 20857

The National Health Services Corps, a federal agency, reviews and approves eligibility of prison locations to employee professional staff (medical, dental and mental health) who may qualify for educational loan reimbursement if their specified profession is under-represented in a geographic location.

4 Arizona State Board of Pharmacy

1616 West Adams Street, Suite 120, Phoenix, AZ 85007

This state agency issues licenses to operate pharmacies.

5 CSR: Controlled Substance Registration

U.S. Department of Justice

Drug Enforcement Agency

8701 Morrisette Drive, Springfield, VA 22152

This federal agency authorizes the storage and dispensing of controlled and narcotic drugs by licensed pharmacies through issuance of a Controlled Substance Registration Certificate.

6 CLIA: Clinical Laboratory Improvement Amendments Program

U.S. Department of Health and Human Services

Centers for Medicare and Medicaid Services

Clinical Laboratory Improvements Amendments Program

c/o Arizona State Public Health Laboratory

250 North 17th Avenue, Phoenix, AZ 85007

This federal agency issues a certificate for very limited laboratory procedures conducted on-site at all prisons.

7 Behavioral Health License

Arizona Department of Health Services

Licensing Division

150 North 18th Street, Suite 419, Phoenix, AZ 85007



ARIZONA DEPARTMENT OF CORRECTIONS

Consent to Search

Any person who takes any item that is not specifically authorized by the institution into or out of the facility or onto grounds adjacent to the institution is subject to prosecution under the provisions of the Arizona Revised Statutes. ALL PERSONS, including employees, contractors, volunteers, and visitors are subject to routine and random searches of their person and/or property when entering or preparing to enter a prison at established checkpoints and/or in other particular areas.

I, the undersigned, have read the above notice and understand the meaning of this notice. I realize the threat presented to the safe and secure operation of the institution when contraband and other unauthorized items are taken into or out of a prison. Therefore, I give my consent to have my person, clothing or other property thoroughly searched upon entering or leaving any institution, at any time while on the grounds of an institution, or while in secure area approaching the grounds of an institution.

I consent to be searched by a Department employee at any time in accordance with Department Order 708, Searches.

I understand that this consent is required of all employees as a condition of employment, or anyone performing services for the Department.

NAME <i>(Last, First M.I.) (Please print)</i>	EMPLOYEE IDENTIFICATION NUMBER
SIGNATURE	DATE <i>(mm/dd/yyyy)</i>

602-3
7/10/19

	<p>CONFIDENTIALITY AGREEMENT</p>	<p>Arizona Department of Corrections, Rehabilitation & Reentry Procurement Services 1645 W. Jefferson Phoenix, AZ 85007</p>
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1. Confidentiality

- 1.1 Treatment of Confidential Business Information: The Arizona Department of Corrections, Rehabilitation & Reentry (ADCRR) may turn over to the Contractor Confidential Business Information (CBI) necessary to carry out the work required under the Contract or the Contractor may be exposed to Confidential Business Information while working with ADCRR. CBI may include, but is not limited to, any documentation containing training information; schematics or blueprints of facilities; policies; Department Order and Director’s Instructions that are deemed “Restricted” by ADCRR; and any other documentation or data that contains security sensitive data as determined by ADCRR.
- 1.2 CBI will be clearly marked as such by the Department. Should there be any questions regarding whether information is considered CBI, ADCRR and the Contractor will consider the information to be CBI until otherwise notified.
- 1.3 CBI will be shared with only those individuals who are required to know the information in order to carry out duties under the Contract. The Contractor will be responsible for identifying all individuals in need of CBI and ensuring that those individuals know the requirements of this Agreement.
- 1.4 Should CBI need to be disclosed to individuals or entities not contemplated by this Agreement, the Contractor is to notify ADCRR immediately prior to any disclosure.
- 1.5 In the event CBI is disclosed to unauthorized individuals, the Contractor is to notify ADCRR immediately. Such disclosure, without good cause, may result in penalties under the Contract as dictated by ADCRR.
- 1.6 Upon the completion or termination of the Contract, whichever occurs first, all CBI shall be returned to ADCRR or destroyed by the Contractor. The Contractor will confirm that all CBI has been either returned or destroyed.

Signatures below certify agreement, understanding and compliance with this Agreement.

<p>Contractor</p>	<p>Arizona Department of Corrections, Rehabilitation & Reentry</p>
<p>SIGNATURE OF AUTHORIZED INDIVIDUAL</p>	<p>SIGNATURE OF AUTHORIZED INDIVIDUAL</p>
<p>TYPED NAME:</p>	<p>TYPED NAME:</p>
<p>TITLE:</p>	<p>TITLE:</p>
<p>DATE:</p>	<p>DATE:</p>