SOLICITATION AMENDMENT

ARIZONA
DEPARTMENT OF CORRECTIONS
1601 W. JEFFERSON, MAIL CODE 55302
PROCUREMENT SERVICES
PHOENIX, ARIZONA 85007

SOLICITATION NO. 110054DC AMENDMENT NO. 4 CONTACT: Karen D. Ingram

SOLICITATION DUE DATE: February 24, 2011

SIGNED COPY OF THIS AMENDMENT MUST BE RETURNED WITH YOUR BID SOLICITATION.
THIS SOLICITATION IS AMENDED AS FOLLOWS:

RFP NO. 110054DC – 5000 Minimum/Medium Security Prison Beds

The Due Date shall remain February 24, 2011, 3:00 P.M. M.S.T.

The following information is hereby amended:

CHANGES, ADDITIONS, OR DELETIONS IN REQUIREMENTS THAT WILL FORMALLY CHANGE THE SOLICITATION REQUIREMENTS WILL BE SHOWN AT THE BEGINNING OF THIS AMENDMENT.

AMEND TO CHANGE

Section 2.11.4.2

FROM: **Religious Services (required ratio 700:1)**

TO: **Religious Services (required ratio 1200:1)**

Section 2.13.8 – Religion Services.

FROM: Religious Services. Religious Services. Religious services shall be provided for all assigned inmates in accordance with Department Order 904, Inmate Religious Activities/Marriage Requests. Scheduling religious services shall be in accordance with inmate requests, time and space on the religious calendar to accommodate requests and the availability of qualified religious leadership. The facility Chaplaincy may utilize qualified volunteers as religious providers to assist staff Chaplain(s). In facilities with an average daily population of 700 inmates there shall be a full time Chaplain (or Chaplains).

TO: Religious Services. Religious Services. Religious services shall be provided for all assigned inmates in accordance with Department Order 904, Inmate Religious Activities/Marriage Requests. Scheduling religious services shall be in accordance with inmate requests, time and space on the religious calendar to accommodate requests and the availability of qualified religious leadership. The facility Chaplaincy may utilize qualified volunteers as religious providers to assist staff Chaplain(s). **In facilities with an average daily population of 1200 inmates there shall be a full time Chaplain (or Chaplains).**

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The following questions have been submitted by vendors in which the Department is providing the following responses.

1. Page 1, Section 1.12 of the Uniform Instructions to Offerors and Page 6, Section 1.11 of the Uniform Terms and Conditions define "Subcontract" as "any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract." "Subcontractor" is more specifically defined in Section 2.2.1.44, page 36 which provides that the term includes those entities that will provide services to inmates, such as food services and medical treatment, but does not include those contractual agreements which concern the maintenance of the facility, i.e., trash collection, insect exterminator, office equipment, maintenance agreements, etc." Please confirm that the more specific definition of "Subcontractor" in the Scope of Work prevails and applies to any reference in the RFP to subcontracts or subcontractors.

ADC Answer: **The Uniform Instructions and Terms state the general concept.**
Section 2.2.1.44 is defined as the pre-approved entities for Sub-cotnractors.
Section 2.8.7 and 2.8.8 simply identify where sub-contractors being used, specifically Food Service and Heatlh Services, must be approved by the Department.
None prevails over the other. Each is applicable where they apply in the Scope of Work.

2. Page 7, Uniform Terms and Conditions, Section 3.7 Property of the State; Page 13, Uniform Terms and Conditions Section 9.5.2 Termination for Default; Pg. 40 Scope of Work, Section 2.6.1 Monitoring Activities; Page 41, Scope of Work, Section 2.6.4.2 Monitoring Activities and Page 76 Scope of Work Section 2.10.2.3 Financial. Please confirm that the Department's access to and ownership of records and materials pursuant to these sections is limited to those records and materials that are necessary to monitor contract performance or are created as required under the contract and does include access to the facility operator's proprietary or non-public corporate information.

ADC Answer: **Any information (deliverables) that is prepared, provided, developed or established for the purposes of this contract applies to theses areas stated and are not limited to only monitoring performance under the contract. Information pertaining to the facility operators proprietary or non-public corporate information would be of no interest to the Department so long as it does not pertain in any way with the Contract. If it does then it applies.**

3. Page 12, Uniform Terms and Conditions, Section 9.4 Termination for Convenience gives the State the right to terminate the Contract at any time, in whole or part, for convenience. Will the State agree to provide at least 30 days written notice of its intent to terminate for convenience?

ADC Answer: **It would be our intent to provide as much notification as we can however we also must consider that depending on the circumstance it may require a shorter**

notification.

4. Section 2.2.1.25, page 34, May the Contractor submit their In-Service Training curricula to the Department for approval in lieu of the Department's training plan?

ADC Answer: **Yes, the Contractor may submit their In-Service Training curricula for review. Approval of the plan will not occur until such time as its contents are deemed adequate to meet Department requirement which may require the Contractor to modify plan to ensure its consistent with the Department's training plan. The Department's annual training plan undergoes revisions annually, which will impact what training the Contractor must offer during each training year.**

5. Page 39, Scope of Work, Section 2.4.3.2 Requirements provides that the facility operator is responsible for all costs to implement new or revised Department Written Instructions, and applicable Court Orders/Decrees or new law occurring after execution of the contract. Please confirm that consistent with Section 2.9.13.10.3, page 73, the facility operator may negotiate a modification of the Contract to provide adequate compensation in the event the changes increase the cost of the Contractor's fulfillment of its obligations under the Contract.

ADC Answer: **Consistent with Section 2.9.13.10.3, "...the Department is willing to review changes and negotiate a modification of the Contract to provide adequate compensation *for the more costly services...*" However, that should not be interpreted as blanket approval for a renegotiated rate resulting from new or revised Department Written Instructions, or applicable Court Order/Decrees or laws.**

6. Page 64, Scope of Work, Section 2.8.8.1 Subcontracted Services. Since the Contractor is ultimately responsible for maintaining the safety and security of facility operations, will the Department agree to allow the Contractor to have the authority to make decisions regarding the termination of a subcontractor and provide written notice of any such termination to the Department along with plans to ensure uninterrupted continuation of services?

ADC Answer: **No. Written approval from the Department of Corrections Contract Beds Operations Director is required before subcontractor termination.**

7. Page 65, Scope of Work, Section 2.8.8.3 Subcontracted Services. Because some subcontracts may already be in effect and would have to be amended to include the certification language verbatim, will the Department allow the Contractor to have subcontractors sign a separate certification document that includes the same certification language?

ADC Answer: **Yes**

THIS SOLICITATION IS AMENDED AS FOLLOWS:

8. Page 70, Scope of Work, Section 2.9.10.7 Staff Recruitment. Will the Department consider a proposal to allow the facility operator to use its best efforts to fill vacant positions within 45 days and not apply an offset if the position is not filled in 45 days? Alternatively, if the facility operator is required to fill vacant positions within 45 days, will the Department agree not to apply an offset as long as the services are provided by the facility operator through contracted staff and/or overtime?

ADC Answer: **No. Offsets will occur for vacant positions if not filled within 45 days – with exception to security positions, which will not have an offset applied, provided the facility operator covers the security staffing vacancy through overtime. The use of overtime for security staffing does not relieve the Contractor of efforts in filling positions to achieve zero vacancies.**

9. Page 71, Scope of Work, Section 2.9.11, Staff Background Investigations. Will the Department agree that it will not unreasonably withhold approval? Will the Department agree that it will not withhold approval on any basis that may give rise to a claim for employment discrimination?

ADC Answer: **ADC will not unreasonably withhold Background Investigation approvals. ADC will not withhold approval on any EEOC regulated law.**

10. Section 2.11.4.2 page 86, indicates a required ratio of 700:1 for Religious Services. Are we correct to interpret this as meaning that in facility of 5,000 inmates, the required number of chaplains and/or religious programs facilitators would be 7.14 full-time staff members? Can qualified volunteers be utilized to meet this ratio?

ADC Answer: **A) Please see change at the beginning of this amendment. The ratio has been changed. Religious services staff can be full time, part time or a combination of both.**
B) No; qualified volunteers cannot be utilized to meet this ratio.

11. Page 95, Scope of Work, Section 2.13.1.5 Management Information Systems requires the facility operator to use the same computer software and version that is used by the Department. Will the Department agree to allow the facility operator to use compatible computer software?

ADC Answer: **ADC does not object to vendors using software different than ADC; however, the vendor must ensure the software use is compatible with ADC's.**

12. Page 95, Scope of Work, Section 2.13.2.2 Trust Accounts/Banking Activities. In the event more than one facility is awarded to a single contractor or in the event the contractor can achieve efficiencies by sharing resources with other facilities operated by the same contractor, would the State consider allowing the contractor to use shared resources to provide inmate trust/banking services that may not include one full-time account technician per facility?

ADC Answer: **ADC does not object to a vendor proposing sharing of resources with existing**

facilities owned by that vendor; however, all staffing patterns proposed will be evaluated for appropriateness to meet requirements.

13. Section 2.13.7.1, page 100, states, "The Facility operator shall comply with the requirements of... A.R.S. § 15-1372, Equalization Assistance and State Educational System For Persons In The State Department of Corrections." The statute states, "The department of education and the state department of corrections shall enter into an intergovernmental agreement that establishes the necessary accountability between the two departments regarding the administrative and funding requirements..."[A.R.S. § 15-1372 (G.)]. Is it the intent of the State that the facility operator will have access to the state education fund for providing educational services to offenders with disabilities who are under the age of twenty-one or younger who are committed to the state department of corrections?

ADC Answer: **The operator may access the funds through ADC for psycho-educational evaluations and other services through the ADC Education Office. The fund provides educational services for students under 18 and special education students to age 21. The infrastructure for this has already been set up with the AZ Department of Education. The contracted site has to be approved by the Arizona Department of Education.**

14. Section 2.13.7.2, page 100, states, "The Facility shall employ instructors certified by the State of Arizona Department of Education (DOE) including the Structured English Immersion endorsement and the highly qualified status as defined by No Child Left Behind and they shall meet the Department of Corrections hiring requirements for academic instruction." Is a provisional Structured English Immersion endorsement acceptable?

ADC Answer: **The provisional Structured English Immersion endorsement is acceptable for hiring purposes although the full certification is preferred. The Full Structured English Immersion endorsement is required within one year of hire.**

15. Pages 112-113; Section 2.14.1.16 and subsections 2.14.1.16.1 through 2.14.1.16.27, require the Offeror to describe its Health Care Plan. Since the Offeror is required to follow ADC policies would a response indicating agreement to follow ADC policies, ACA standards and NCCHC standards fulfill this requirement?

ADC Answer: **No, the RFP requires the offeror to describe, in the Health Care Plan, Inmate Medical Health, for each of the sub-sections identified, 1 thru 27.**

16. What is the intended percentage of HIV+ and Hepatitis C that ADC plans to send the Contractor? Will the ADC limit the percentage to not exceed the State average?

ADC Answer: **In FY 2007, ADC monitored 49 HIV inmates and 4,622, Hepatitis C inmates out of an Average Daily Population (ADP) of 35,978.**

In FY 2008, ADC monitored 20 HIV inmates and 5,835 Hepatitis C inmates out of an ADP of 37,919.

In FY 2009, ADC monitored 38 HIV inmates and 6,095 Hepatitis C inmates out of an ADP of 39,628.

In FY 2010, ADC monitored 43 HIV inmates and 6,520 Hepatitis C inmates out of an ADP of 40,458.

ADC will ensure parity regarding the number of HIV and Hepatitis C inmates sent to a Contract Facility and those incarcerated elsewhere.

17. Will the Department agree that Hepatitis C inmates who have begun a treatment regimen will not be transferred to the Contractor's facility?

ADC Answer: **Hep-C inmates undergoing treatment started in ADC will not be transferred to contractor's facility**

18. Section 2.14.4.2, page 115, "All substance abuse services shall have research based efficacy and shall be a recognized cognitive based curricula and approved by an ADC designated authority."
    - Are programs cited on the SAMHSA's National Registry of Evidence-based Programs and Practices acceptable?
    - What agency(ies) or organization(s) constitute an ADC designed authority for the purpose of approving substance abuse curricula?

ADC Answer: **Yes, a program cited on SAMHSA's National Registry of Evidence-based Programs and Practices is acceptable.**
The ADC designated authority refers to an ADC employee or committee designated to review curriculum for suitability. Currently, this authority is the Addiction Treatment Programs Manager and the ADC Programs Council.

19. Section 2.14.1.6, page 110. May a dental hygienist be used to augment the services of a dentist if the dentist directly supervises the dental hygienist, is directly involved with the dental hygienist provision of patient care and is responsible for all dental service programs at the facility?

ADC Answer: **Yes, so long as the hygienist is practicing within the scope of their license.**

20. Section 2.14.6.5, page 119, requires upon the Department of Corrections conversion to an automated electronic Medical Files System that the Contractor also convert at no cost to the Department of Corrections. May the Contractor continue to use its own electronic medical records system as long as there is an interface between the Contractor's system and the Department's system?

ADC Answer: **The Contractor may continue to use its own electronic medical records system as long as there is an interface between the Contractor's system and the Department's system.**

21. Would the contractor be permitted to follow its own polices with regard to employee relocation expenses rather than section 505.03 of the Arizona Department Order Manual?

ADC Answer: **The Department has no objection to the Contractor following its own internal policies with regard to employee relocation, in lieu of Department Order 505.03.**

22. Physical Plant Standards, Section 6.8, Finish Schedule, page 10 – The interior holding ceiling height is indicated to be 12'-0". Is this a mandatory requirement? Cells or holding tanks are not typically 12' -0"

ADC Answer: **There are no deviations allowed from the Physical Plant Standards.**

23. Physical Plant Standards, Section 1.5.3.2.1, page 15, indicates that sprinkler heads, regardless of custody level, shall be institutional type tamper-resistant in inmate areas.

    Part A. Is this the State's intent?

ADC Answer: **Yes**

    Part B. If the heads are over 12' high, are commercial type heads acceptable?

ADC Answer: **There are no deviations allowed from the Physical Plant Standards.**

24. Each of the four state-owned sites is located contiguous to (or upon) land where an existing prison is located. May we assume that the 300-foot setback requirement in the Physical Plant Standards will not apply to the property line of a state-owned site that is contiguous to the land upon which an existing prison is located?

ADC Answer: **The requirement that the perimeter security fence shall be located a minimum of 300 feet from the prison property line applies to all units regardless of location. However, there is no requirement that a perimeter fence of a new private prison unit constructed on state-owned land shall be 300 feet from an existing ADC prison unit's perimeter fence.**

25. Physical Plant Standards, 1.6.12, page 33 – Please provide a list of what laundry items are to be washed and dried at the Housing units as compared to which items are to be laundered at a central laundry.

ADC Answer: **All personal inmate clothing items will be washed and dried in the housing units. All other items will be washed and dried at the complex laundry.**

THIS SOLICITATION IS AMENDED AS FOLLOWS:

26. Please clarify the number of offices required for Department of Corrections staff. Section 2.6.6.3, page 43 of the Scope of Work indicates a requirement for office space for a minimum of three DOC staff while section 2.15.15, page 124 requires space for up to four DOC staff.

ADC Answer: **The number of offices required for Department staff will be four (4) per prison unit as outlined in section 2.15.15**

27. Page. 27, Special Terms and Conditions, Section 1.31. Liquidated Damages for Loading and Deactivation of Inmates. Will the assessment of liquidated damages pursuant to this section be limited to circumstances involving the Contractor's failure to meet the loading or deactivation schedule? Please clarify what is intended by the third sentence of this section, which reads as follows: "Liquidated damages shall be used for the purpose of loading Department inmates and deactivating should this occur during the term of the contract."

ADC Answer: **Yes, liquidated damages shall apply for loading of inmates into the facility and deactivating should this occur. The intention is for the Contractor to comply with a loading schedule or deactivation should this occur.**

28. Section 2.1.10, page 30, states, "...offerors shall pursue third party Inmate Work Contracts between Arizona Correctional Industries (ACI) and private companies." Is it mandated to offer an ACI at each 1,000 bed facility?

ADC Answer: **Pursuit of such third party Inmate Work Contracts is required.**

29. Section 2.8.5.2, page 59 – Please advise how many references are required.

ADC Answer: **For all customers identified as outlined in section 2.8.5.**

30. Scope of Services, Section 2.8.6.4, pages 60-62 requests information regarding various occurrence categories for the Offeror's last 10 years of operation. Will the Department agree to limit the requested information to the FY2008 to FY2010 period that will be compared to the Department?

ADC Answer: **No**

31. Scope of Services, Section 2.8.6.4.10, page 62 requests information regarding staff misconduct resulting in termination. Was this request intended to inquire more specifically about staff sexual misconduct with an inmate resulting in termination consistent with Section 2.8.6.4.9? If not, please define staff misconduct.

ADC Answer: **ADC defines misconduct as: "An employee's act or failure to act which is an intentional departure from Departmental written instructions, procedures, rules and/or laws. An act is misconduct if the employee knew or should have known of the policy or instructions and knew or should have known the results or potential**

results of their conduct." A partial list of examples of staff misconduct resulting in termination include: conviction of a felony offense; deliberate introduction of a non-state issue cell phone into an institution; carelessness resulting in an inmate or offender escape; knowingly consuming intoxicating beverages while on duty and/or during breaks which occur during normally scheduled business work hours; accepting or soliciting a bribe or gratuity, etc.

32. Section 2.11.9, page 89, discusses Pre-Service Non-Security Training. Please advise the number of hours required for this training.

ADC Answer: **New Employee Orientation is approximately 24 – 32 hours (variability due to self-paced computer-based training). Communicable Diseases is 1 hour. Care is 7 hours.**

33. Page 92, Scope of Work, Section 2.11.18 Inmate Systems. May the Contractor satisfy the requirement to provide a "sufficient number of back-up staff" by cross-training other facility staff to perform the specialty and inmate systems duties and by assigning these cross-trained staff members to these duties when necessary?

ADC Answer: **The Department would have to review specifics data associated with any such request to ensure it does not adversely impact security and operations at the facility. No such request would be considered or authorized presented in a manner which precluded filling the primary position on a permanent basis.**

34. Section 2.13.7, page 100, states, "The Contract Facility Operator shall consistent with the inmate assessment and corrections plan provide educational services in accordance with Department of Corrections Written Instructions including DO-910..." DO-910 indicates specific educational protocols for foreign nationals. Director's Instruction 291; Education of Criminal Aliens provides modifications to DO-910. Can the State provide the percentage of the proposed population expected to be ineligible for educational services under Department Instruction 291; Education of Criminal Aliens? Can the State provide the percentage of the proposed population to be criminal aliens who are lawfully present in the U.S. with no detainer or order of deportation?

ADC Answer: **The estimate of inmates sentenced to the Department who are ineligible for educational services under Director's Instruction 291 is approximately 14 percent. The estimate of inmates sentenced to the Department who are criminal aliens lawfully present in the U.S. with no detainer or order of deportation is approximately 0.3 percent. The exact percentages of the proposed population cannot be predetermined.**

35. Section 2.13.7.1, page 100, understanding that the State intends for the facility operator to complete reporting under A.R.S. § 15-1372 (G), can the State provide the estimated percentage of offenders who will require services and reporting under A.R.S. § 15-1372? Also, can the State identify information required in the reports?

ADC Answer: **The estimate of inmates sentenced to the Department who require services and reporting under A.R.S. 15-1372 is less than one percent, to include both minors and those requiring special education. The Department, in conjunction with the Arizona Department of Education, will provide the Contractor with all reporting requirements associated with this inmate population, prior to having any of these inmates housed at a contracted facility. (ADE would have to grant approval to establish the contracted facility as a special education site before inmate placement could occur.) In addition, the information required is what would normally be required in AIMS for any student as well as state-required special education records for individual students.**

36. Section 2.13.13.7, page 106 discusses funds available in the W&B Fund may be approved to make purchases for recreational equipment and library resources supplies and deleted from per diem rate. This implies that these purchases would have otherwise been purchased at the contract facility operator's expense. Please clarify that this subsection is not intended to preclude the contract facility operator's use of monies in the W&B fund during the course of the year for purchases of recreational or library resource supplies that the Operator would not have normally procured?

ADC Answer: **It is not intended to preclude the contract facility operator's use of monies in the W&B fund during the course of the year for purchases of recreational or library resource supplies.**

37. Sections 2.13.17.2 and 2.13.17.4, page 107, indicate ACI manufactures institutional and office furniture and bedding, and Offeror is required to purchase same from ACI. Will AZ DOC allow Offeror to contract with ACI to manufacture/supply furniture and bedding to the Offeror's specifications vs. purchasing furniture and bedding built to AZ DOC specifications?

ADC Answer: **No, the Offeror must comply with the requirements as stated within the RFP.**

38. Section 2.14.4.2.1.1.2, page 116 requires "qualified staff trained in substance abuse education." What guidelines can you provide that would define "qualified staff" to provide substance abuse education?

ADC Answer: **Qualified staff would be paraprofessionals or professionals trained in the specific curriculum to be delivered and in basic training/presentation skills.**

39. Section 2.14.4.2.2, page 116-17, states "Inmates...shall be placed into the appropriate level of programming as determined by the Department's assessment process." Will the Department perform the actual assessment and determine the appropriate level of programming? Or, if the Department will require the Contractor to perform assessments, what assessment instrument(s) should be used, and what criteria would be used to determine the appropriate level of programming?

ADC Answer: **The Department conducts the screening and assessments and determines appropriate level of programming. The Contractor will be provided with Priority**

Ranking Lists that identify the level of treatment the inmate should be placed in.

40. Section 2.13.3.2.3, page 117, addresses licensure of substance abuse treatment staff. If the facility treatment program is exempt from licensure as required by Title 9, would the State provide the authorizing regulation section?

ADC Answer: **ADC does not determine Title 9 rules and can not interpret them for the Offeror. Section 2.13.3.2.3 simply sets an either or standard that will meet ADC's internal requirements.**

41. RFP section 2.15.6, page 122, identifies that the perimeter security shall in a include perimeter detection system but does not identify a specific system. The Physical Plant Standards section 3.1.5.1.2 specifically identifies a "ported cable" perimeter detection system. Please clarify if other types of perimeter detection systems will be allowed as an alternate to the ported cable detection system.

ADC Answer: **There is no deviation from the Physical Plant Standards allowed; a ported cable system is required.**

42. Section J of the Administrative Information form, page 155, references the Department's Training Forms included in the RFP. We have not found these forms. Please indicate where they are located.

ADC Answer: **Attached is the Department's Training Schedule for FY2011 with which contractors and subcontractors must comply.**

43. Attachment 11A, page 175, does the Annual In-Service Training Plan requirement include reporting continuing career education training received by professionals outside the facility?

ADC Answer: **Yes, it includes career education training for professionals outside the facility?**

44. Physical Plant Standards, Part 3 Medium Security Custody Facility Requirements, page 2, Section 3.1.5.1 Perimeter Security, the perimeter security fence no longer must be a minimum distance of 300 feet from other prison units. Also, Section 3.1.5.1.6 states "...A perimeter road is not required on an individual unit within the complex...". Therefore, if the vendor proposes a 2,000 bed complex comprised of two-1000 bed units, is it the intent of the Physical Plant Standards for the prison complex to be surrounded by a single perimeter road and a single perimeter fence per Section 3.1.5.1.1.? Similarly for a 3,000 bed complex.

    If so, do the Physical Plant Standards require the resulting "common" fence that separates each unit follow Section 3.1.5.1.1 for perimeter fences or Section 3.1.5.2.1 for interior fencing?

ADC Answer: **Each unit is required to have a perimeter road. If more than one unit is constructed as part of a "complex" then a single perimeter road around the units will be allowed. Each unit is required to have its own "medium perimeter" including all**

fencing, security systems and lighting and interior fencing as indicated in the Physical Plant Standards, separate from the other units, there is no "sharing of a common fence" allowed.

45. Physical Plant Standards, Part 3 Medium Security Custody Facility Requirements, page 2, Section 3.1.5.1 Perimeter Security, the perimeter security fence no longer must be a minimum distance of 300 feet from other prison units.

    Also, Section 3.1.5.1.6 states "...A perimeter road is not required on an individual unit within the complex...".

    Therefore, if the vendor proposes a 2,000 bed complex comprised of two-1000 bed units, is it the intent of the Physical Plant Standards for the prison complex to be surrounded by a single perimeter road and a single perimeter fence per Section 3.1.5.1.1.? Similarly for a 3,000 bed complex.

    If so, do the Physical Plant Standards require the resulting "common" fence that separates each unit follow Section 3.1.5.1.1 for perimeter fences or Section 3.1.5.2.1 for interior fencing?

ADC Answer: **Please see answer to 44 above.**

46. If the vendor can demonstrate, through sound water conservation practices and innovative design solutions that domestic water use can be reduced to 120 gpd/inmate in lieu of 200 gpd/inmate (as stated in the Physical Plant Standards). Will the state consider accepting 120 gpd/inmate as a minimum requirement? If not, will the state consider reducing the 200 gpd/inmate requirement by any amount?

ADC Answer: **There are no deviations allowed from the Physical Plant Standards.**

47. If the vendor can demonstrate, through sound water conservation practices and innovative design solutions that waste water discharge can be reduced to 120 gpd/inmate in lieu of 187 gpd/inmate (as stated in the Physical Plant Standards), will the state consider accepting 120 gpd/inmate as a minimum requirement? If not, will the state consider reducing the 187 gpd/inmate requirement by any amount?

ADC Answer: **There are no deviations allowed from the Physical Plant Standards.**

48. I Physical Plant Standards, Part 1 General Parameters, page 21, 1.5.10 Waste Water Systems, states the system is to be designed to 187 gallons per inmate per day.

    Does this figure include a peaking factor, if so what is the factor? Is the 187 gallons per day to be considered the Average Day Flow or Maximum Day Flow?

ADC Answer: **Since there is no deviation from the Physical Plant Standards, this question is irrelevant to the RFP.**

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49. Physical Plant Standards, Section 1.5.9.3 states that the domestic water system is to be designed to 200 gallons of domestic water per inmate per day.

    Does this figure include a peaking factor, if so what is the factor? Is the 200 gallons per day to be considered the Average Day Demand, Maximum Day Demand or the Peak Hour Demand?

ADC Answer: **Since there is no deviation from the Physical Plant Standards, this question is irrelevant to the RFP.**

50. Section 1.6.14.1 of the Physical Plant Standards states "...At minimum, provide a facility sized on the basis of 8-9 s.f. per total inmate population..." A minimum clear height inside the warehouse is not defined.

    Can the vendor propose a high bay warehouse that provides the same amount of warehouse volume but less building foot print?

    For example, instead of 8-9 sf x 1000 inmates = 8-9000 sf of normal storage space, provide 4-5 sf x 1000 inmates = 4-5000 sf of high bay storage.

ADC Answer: **There are no deviations allowed from the Physical Plant Standards.**

51. Section 1.6.13 of the Physical Plant Standards identifies requirements for dental services. Item 1.6.12.2.1 indicates that facility shall be designed for 2 dental operatory chairs per 500 inmates.

    Is it acceptable to provide 2 dental chairs for each 1000 bed unit or is it required to provide 4 dental chairs per 1000 bed unit.

ADC Answer: **There are no deviations allowed from the Physical Plant Standards. Four (4) dental chairs are required for a 1000 bed unit.**

52. Section 1.6.13 of the Physical Plant Standards identifies requirements for dental services. Item 1.6.13.2.1 indicates that "All equipment for lab, x-ray and operatories shall be provided by the ADC." Please confirm that contractor shall only be required to perform rough in and connection of lab equipment.

ADC Answer: **This applies only to state owned beds being constructed by contractors hired by DOC. The private operator will be required to furnish and install all equipment mentioned above.**

53. Section 3.1.5.1.1 of the Physical Plant Standards identifies a requirement for 6 feet of "¼" security mesh" on the inside of the upper portion of the perimeter fence.

    What is the intent of the ¼" Security mesh? Is this intended to be wire cloth or is it intended to be chain link fence fabric with ¼" openings in the mesh pattern? If this is intended to be ¼" fence fabric with ¼"

openings, would it be acceptable to consider a fence fabric with a 3/8" mesh opening.

ADC Answer: **The intent is to provide a "no climb barrier" The requirement is for wire cloth. There are no deviations from the Physical Plant standards allowed.**

54. The Finish Schedule in section 3.2.7 of the Physical Plant Standards indicates that toilets/showers in housing areas shall receive a gypsum board ceiling at 10' above finished floor. If the inmate toilet and shower areas are open to the Pod/Day Room area, is it acceptable to provide exposed structure at these location as is indicated in the Pod/Day Room areas.

ADC Answer: **There are no deviations allowed from the Physical Plant Standards**

55. **Section 4.5 of the Uniform Terms and Conditions:** This section states that "Should the State Legislature....reduce the appropriations for any reason and these goods or services are not funded, the State may take any of the following actions". Are the Department's appropriations given by line item? If not, what is the procedure for allocating any departmental funding reduction across various expense categories and/or contracts?

ADC Answer: **The Arizona Department of Corrections FY 2011 Approved Budget, which is part of the *Fiscal Year 2011 Appropriations Report,* can be found and reviewed at http://www.azleg.gov/jlbc/11app/adc.pdf . This identifies the manner in which monies are appropriated.**

56. **Section 2.1.4 of the Scope of Work:** This section states that "the Department is seeking Offerors that provide a phased loading for 2,000 beds to begin in Fiscal Year 2013 with completion no later than April 2013 and 3,000 beds to begin loading in Fiscal Year 2014 with completion no later than April 2015". Since these dates represent a very aggressive schedule for the delivery of beds, can the Department provide a projected award date to enable offerors to project an accurate loading schedule within the Department's parameters? If multiple awards are made to the same of different vendors, for example; one award for 1,000 beds, one for 2,000 beds and another for 2,000 beds or any other possible combination, which offeror would begin loading in Fiscal Year 2013 and who would begin loading in 2014. Is the reference to the loading of the 3,000 beds to be completed by April 2015 correct? If the loading of the 3,000 beds begins in FY 2014 (July 2013), the offeror would have until April 2015 to load the 3,000 beds, one year and 9 months.

ADC Answer: **The Department is unable to provide a specific award date. Facility loading will be in accordance with section 2.9.17.1 Initial Loading: "The Department will load inmates based on an agreed upon schedule between the Department and the contractor. Once a confirmed and agreed upon loading schedule is finalized a contract amendment will be prepared by Procurement Services." Yes, the reference to loading 3,000 beds to be completed by April 2015 is correct.**

THIS SOLICITATION IS AMENDED AS FOLLOWS:

57. **Sections 2.8.6.5 through 2.8.6.5.5.3 of the Scope of Work:** In the interest of transparency, please supply the Department's current rank of "Below Department of Corrections" or "Meets Department of Corrections" for each of the ranking categories that offerors will be judged against.

ADC Answer: Please refer to the document "*Arizona Department of Corrections FY2008 to FY 2010 Average for Occurrence Categories identified in RFP 110054DC, Section 2.8.6.4* attached herein.

58. Section 2.10.1 of the Scope of Work: This section requires the submission of Securities and Exchange Commission documentation. If the offeror is privately owned, what is the requested Securities and Exchange Commission documentation?

ADC Answer: **The Department is looking for supporting documentation in accordance with the offerors plan to finance. If the offerors plan has any supporting Securities and Exchange Commission documentation the offeror should submit them.**

59. **Section 2.10.6 of the Scope of Work:** Can the Department provide a fixed date certain when the first inmate will be delivered, as estimated ramp-up schedule with a fixed date certain when the 90% occupancy will be achieved?

ADC Answer: **No. In accordance with section 2.9.17.1 <u>Initial Loading:</u> "The Department will load inmates based on an agreed upon schedule between the Department and the contractor. Once a confirmed and agreed upon loading schedule is finalized a contract amendment will be prepared by Procurement Services."**

60. **Section 2.10.14 of the Scope of Work:** The Department requests Two Purchase Options. If we propose only one of the Two Purchase options will the offeror be considered responsive? Also, as in past Department contracts, the contractor will need to adjust the option schedule prior to closing of the project financing – is this still acceptable?

ADC Answer: **In accordance with section 2.10.14, The Department shall have the right to purchase the Facility under one of the options, and therefore a requirement of this RFP.**

61. **Section 2.10.14.1 of the Scope of Work:** This section states that "this option shall also include an option for the Department to purchase the facility at any point during the term of the contract for an amount stated in the original bid." In 2.10.6.1 the ADOC indicates that the guaranteed overall occupancy rate of 90% shall begin when the 90% occupancy rate is achieved. Since little or no payments will have been made by the Department until or immediately after 90% occupancy, it is impossible to establish a date certain for the amortization for the purchase option unless we have a date certain for the 90% to begin. Will the Department accept a response with a date certain for the 90% to begin established by the offer in their bid?

ADC Answer: **No**

62. **Section 2.14.6.5 of the Scope of Work:** This section states that "Upon the Department conversion to an automated or electronic system at no cost to the Department. If the contract facility operator utilizes a proprietary electronic medical record, files shall be transferred to paper upon return of the inmate to Department custody." Once the decision is made to convert to an electronic medical file system, under which section of the RFP will the change be negotiated with the Department to ensure that the contractor is compensated for making the change?

ADC Answer: **ADC intends to migrate to an Electronic Medical Records System. The date for migrating and the system type has not been determined. Should the Department require the Contractor to provide an electronic medical file system at a later date during the term of the contract, this would require a renegotiation based on the cost and impact to the Contractor for inclusion, so long as the cost of such a system were not originally factored into the pricing.**

KDI notes – Amendment 2 states:

63. **Sections 1.22.5 and 1.55.8 of the Special Terms and Conditions:** Under these sections regarding general liability and professional liability there is a requirement for "an unimpaired annual aggregate…." Can we be given a clear idea/definition of the intent for this requirement?

ADC Answer: **The intent is to make the full insurance policy aggregate available to pay claims in conjunction with our contract, and not have the dollars depleted by claims incurred for other entities outside of the State of Arizona.**

64. **Section 1.22.10 of the Special Terms and Conditions:** If insurance carriers will not agree to sending (30) days prior notice by certified mail of cancellation or changes, can the offeror make the commitment rather that the insurance companies?

ADC Answer: **Yes**

65. **Section 1.22.12 of the Special Terms and Conditions:** While an insurance broker is authorized to sign insurance certificates, they are unable to bind coverage. Is the state willing to alter the wording in section 1.22.12 to say "The certificates for each insurance policy are to be signed by a person authorized by the insurer to "sign (instead of "bind coverage") on its behalf?

ADC Answer: **This is acceptable.**

66. **Section 1.33.3 of the Special Terms and Conditions:** Will an annual bond form renewal each twelve months be acceptable?

ADC Answer: **Yes, as long as it complies with the RFP requirements of the Payment and Performance Bonds.**

67. **PARAGRAPH 3.8 – Ownership of Intellectual Property PAGE 7** *This section of the Uniform Terms and Conditions states "Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets crated or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property."*

QUESTION: Can contractors exclude its proprietary property and the software contractor's licenses from others?

ADC Answer: **Yes, the State does not want ownership of the contractor's systems. The State wants only information that may be produced from these systems in relation to the contract if required or requested.**

68. **PARAGRAPH 4.3.2 – State and Local Transaction Privilege Taxes PAGE 8** *This section of the Uniform Terms and Conditions states "Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulation and any other costs including transaction taxes..."*

QUESTION: Do "privilege taxes" apply to this contract and/or Contractor?

ADC Answer: **Yes**

69. **PARAGRAPH 4.5 – Availability of Funds for the Current State Fiscal Year PAGE 8** *This section of the Uniform Terms and Conditions states "Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions: Accept a decrease in price offered by the Contractor: Cancel the Contract; Cancel the Contract and re-solicit the requirements.*

QUESTION: Are the ADOC appropriations given by line item? If not what is the procedure for allocating reductions across various expense categories and/or contracts?

ADC Answer: **The Arizona Department of Corrections FY 2011 Approved Budget, which is part of the *Fiscal Year 2011 Appropriations Report,* can be found and reviewed at http://www.azleg.gov/jlbc/11app/adc.pdf . This identifies the manner in which monies are appropriated.**

70. **PARAGRAPH 9.4 – Termination for Convenience PAGE 9** *This section of the Uniform Terms and Conditions states "The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of written notice,*

the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State."

QUESTION: Will the state agree to provide at least 90 days prior written notice of its intent to terminate for convenience?

ADC Answer: **It would be our intent to provide as much notification as we can however we also must consider that depending on the circumstance it may require a shorter notification.**

71. **PARAGRAPH 9.4 – Termination for Convenience PAGE 9** *This section of the Uniform and Terms and Conditions states " The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State."*

QUESTION: Will the State also provide the Contractor the right to terminate the Contract for convenience upon 180 days written notice?

ADC Answer: **No, the Department will not provide the Contractor the right to terminate for convenience.**

72. **PARAGRAPH 2.1.4 PAGE 30** *This section of the Scope of Work states "The Department is seeking offers that provide a phased loading for 2,000 beds to begin in Fiscal Year 2013 with completion no later than April 2013 and 3,000 beds to begin loading in fiscal year 2014 with completion no later than April 2015."*

QUESTION: Please confirm that the beginning of loading for Fiscal Year 2013 will be July 1, 2012 which is the beginning of the fiscal year 2013, and the beginning of loading for Fiscal Year 2014 will be July 1, 2013. Additionally, please confirm the end date for phase 2 will end on April 2015 or is this a miss-type and should be April 2014.

ADC Answer: **While the beginning of Fiscal Year 2013 is July 1, 2012, all facility loading will be in accordance with section 2.9.17.1 Initial Loading: "The Department will load inmates based on an agreed upon schedule between the Department and the contractor. Once a confirmed and agreed upon loading schedule is finalized a contract amendment will be prepared by Procurement Services."**

73. **PARAGRAPH 2.3.8 PAGE 38** *This section of the Scope of Work requests demographic information around each proposed location. Item 2.3.8.1.1 requests the availability of resources in all employment categories required to operate the propose prison facility.*

QUESTION: Please clarify whether the requirement refers to specific positions (i.e. dentist,

accountant, chaplain, etc) or department categories (i.e. health services, business/professional, programs).

ADC Answer: **The requirement pertains to employment categories that are inclusive of all positions required to operate the proposed prison facility, including, but not limited to the following:**

- **Correctional Series/Security (including all security staff)**
- **Inmate Programming (including Education, Treatment, Religious Services, etc.)**
- **Health Services (including Medical, Nursing, Dental, Pharmacy, and Mental Health)**
- **Professional and Administrative**

74. **PARAGRAPH 2.7.3.6.1 Corrective Action Plan Monetary Offsets PAGE 55** *This section of the Scope of Work states " A monetary offset shall be assessed for each day the Contract Facility Operator has not complied with the corrective action plan requirements."*

QUESTION: Will the monetary offset be assessed at the expiration of the corrective action plan after the Contractor has had the opportunity to come into compliance?

ADC Answer: **Section 2.7.3.6.1 applies to a Contract Facility Operator who has been issued a written deficiency notice. Per Section 2.6.5.7, a written deficiency notice shall identify the period of time allowed to bring performance back into compliance with Contract requirements. If performance has not been brought back into Contract compliance by the date specified, the Department of Corrections Contract Monitor shall notify the Contract Facility Operator in writing of the Department's intent to refer the matter to the Chief Procurement Officer for action, and shall identify if the action is a monetary offset. After the appeal process (See Sections 2.6.5.9 and 2.6.5.10), if the matter is referred to the Chief Procurement Officer for the purposes of imposing a monetary offset, the monetary offset shall be assessed retroactively beginning the first day following the date specified in the original written deficiency notice. This provides the Contractor the opportunity to come back into compliance prior to a monetary offset being assessed or to appeal an intended monetary offset prior to the monetary offset being assessed.**

75. **PARAGRAPH 2.7.3.6.2 Corrective Action Plan Monetary Offsets PAGE 55** *This section of the Scope of Work states "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.)*

QUESTION: Please clarify whether the calculation is based on each individual 1,000 bed prison or the prison complex.

ADC Answer: **For a Contractor awarded a contract for more than one single unit housing between**

500 and 1,000 in one location (See Section 2.1.3) the calculation will be based upon the prison complex. For a Contractor awarded a contract for one single unit housing between 500 and 1,000 inmates in one location, the calculation will be based upon the prison unit.

76. **PARAGRAPH 2.10.6 Guaranteed Occupancy Rate PAGE 76** This section of the Scope of Work states "The Department will guarantee an overall occupancy rate of 90%, noting that funding for this project requires an annual appropriation by the legislature."

QUESTION: Will the ADOC provide a fixed date certain when the first inmate will be delivered, as estimated ramp-up schedule with a fixed date certain when the 90% occupancy will be achieved?

ADC Answer: **No. In accordance with section 2.9.17.1 Initial Loading: "The Department will load inmates based on an agreed upon schedule between the Department and the contractor. Once a confirmed and agreed upon loading schedule is finalized a contract amendment will be prepared by Procurement Services."**

77. **PARAGRAPH 2.10.14 Purchase Option PAGE 80** *This section of the Scope of Work states "Purchase Option: The Department of Corrections shall have the right to purchase the Facility under one of the following options described below."*

QUESTION: Under 2.10.14 the ADOC requests two Purchase options. A) If we propose only one of the two Purchase options will we be considered responsive? B) Also, as in past ADOC contracts, the Contractor will need to adjust the option schedule prior to closing of the project financing – is this still acceptable?

ADC Answer: **A) In accordance with section 2.10.14, The Department shall have the right to purchase the Facility under one of the options, and therefore a requirement of this RFP.**
B) Please refer to the solicitation section 2.10.14.4 and 2.10.14.5 as to the submittal of the purchase option schedule.

78. **PARAGRAPH 2.10.14 Purchase Option PAGE 80 & 76** *This section of the Scope of Work states the "Purchase Option 1: Amortization of the full purchase price of the facility over the full term of the contract, with a portion of the per diem to the applied to reduce the purchase price to zero at the end of the contract term. This option shall also include an option for the Department to purchase the facility at any point during the term of the contract for an amount stated in the original bid."*

QUESTION: Under 2.10.14.1 the ADOC requests that the purchase option schedule be included in the original bid. In 2.10.6.1 the ADOC indicates that the guaranteed overall occupancy rate of 90% shall begin when the 90% occupancy rate is achieved. Since little or no payments will have been made by the ADOC until or immediately after 90% occupancy, we are not able to establish a date certain for the amortization for the purchase option unless we have a date certain for the 90% to begin. We would

respectfully request that the ADOC accept a response with a date certain for the 90% to begin?

ADC Answer: **No**

79. **PARAGRAPH 2.14.1 PAGE 108** *This section of the Scope of Work states "Offerors shall provide a full range of inmate healthcare including initial health screening (when indicated), routine and emergency medical services, ophthalmologist and optometrist, dental and pharmaceutical health services, mental health services, outpatient and inpatient services, medical specialty services, routine and emergency x-ray services, for all categories of medical care,* ***including inmates classified as M-5, M-4, MH-5, or MH-4 as identified in the Arizona Department of Corrections Objective Classification: Custody and Internal Risk Technical Manual, Department Order 801-TM-OPS..***

QUESTION: Can vendors assume that the Arizona Department of Corrections will provide the same ratio of inmates, comparable to other Arizona institutions, classified as M-1, M-2, M3, M-4, and M-5, to include MH-1, MH-2, MH-3r, MH-3S, MH-4, and MH-5?

ADC Answer: **Yes, ADC will maintain a comparable ratio of inmates classified as above and also based on security classification of inmates.**

80. **PARAGRAPH 2.14.1 PAGE 108** *This section of the Scope of Work states "Offerors shall provide a full range of inmate health care including an initial health screening (when indicated), routine and emergency medical services, ophthalmologist an optometrist, dental and pharmaceutical health services, mental health services, outpatient and inpatient services, medical specialty services, routine and emergency x-ray and laboratory services, for all categories of medical care,* ***including inmates classified as M-5, M-4, MH-5, or MH-4 as identified in the Arizona Department of Corrections Objective Classification: Custody and Internal Risk Technical Manual, Department Order 801-TM-OPS..***

QUESTION: Can vendors assume that the Arizona Department of Corrections will provide a ratio of percentage of inmates comparable to other state institutions who have been diagnosed as HIV positive and/or inmates diagnosed with Hepatitis C?

ADC Answer: **Yes, ADC will maintain a comparable ratio of diagnosed HIV and Hepatitis C inmates.**

81. **PARAGRAPH 2.14.1 PAGE 108**This section of the Scope of Work states "Offerors shall provide a full range of inmate health care including an initial health screening (when indicated), routine and emergency medical services, ophthalmologist and optometrist, dental and pharmaceutical health services, mental health services, outpatient and inpatient services, medical specialty services, routine and emergency x-ray and laboratory services, for all categories of medical care, **including inmates classified as M-5, M-4, MH-5, or MH-4 as identified in the Arizona Department of Corrections Objective Classification: Custody and Internal Risk Technical Manual, Department Order 801-TM-OPS.**

SOLICITATION AMENDMENT

ARIZONA
DEPARTMENT OF CORRECTIONS
1601 W. JEFFERSON, MAIL CODE 55302
PROCUREMENT SERVICES
PHOENIX, ARIZONA 85007

SOLICITATION NO. 110054DC AMENDMENT NO. 4 CONTACT: Karen D. Ingram

SOLICITATION DUE DATE: February 24, 2011

SIGNED COPY OF THIS AMENDMENT MUST BE RETURNED WITH YOUR BID SOLICITATION.

THIS SOLICITATION IS AMENDED AS FOLLOWS:

QUESTION: Can vendors assume that the Arizona Department of Corrections will designate the same ratio of inmates that have severe physical illness, palliative long term care needs or require assistance with Activities of Daily Living (ADLs) comparable to other Arizona institutions? If so, will vendors be provided a range or percentage of inmates that meet these criteria?

ADC Answer: **ADC will balance ratio of M score inmates compatible to other ADC complexes. ADC will provide a breakdown of inmates by M score and assigned institutions.**

82. **PARAGRAPH 2.5.3, Scope of Work and Amendment 3**
The response to question 2 in Amendment 3 indicated "...ADC does not anticipate any real estate property or other taxes on State land."

QUESTION: We would like further clarification as to the application of Arizona real estate taxes to the prison facility to be constructed by the Contractor on land leased to the Contractor by the Arizona Department of Correction, the State of Arizona or a Arizona political subdivision.

Please confirm that the contractual arrangement between the Arizona Department of Corrections and Contractor will be such that the constructed facility meets the definition of ARS 42-11102.A.2 which provides an exemption from real property taxes if the property is the subject of a lease-purchase agreement that is authorized by law and in which the State of Arizona or a political subdivision during the entire taxable year exclusively for a government activity.

Alternatively, please confirm that the contractual arrangement between the Arizona Department of Corrections and Contractor will be such that the constructed facility meets the definition of ARS 42-12009.A.3 as "Class nine property" subject to a 1% assessment ratio, as currently in place, which describes property that is defined as "contractor-acquired property" or "government-furnished property" in the federal acquisition regulations (48 Code of federal Regulations section 45.101) and that is leased to or acquired by the government and used to perform a government contract.

ADC Answer: **ADC is a state agency and therefore is not subject to real estate taxes under the current statutes for any land they own or lease from other state agencies. We can confirm both statements to be true at this time under existing statutes.**

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY

Vendor hereby acknowledges receipt and understanding of above amendment.

The above referenced Solicitation Amendment Is hereby executed this 11th day of February, 2011 at Phoenix, Arizona.

Signature Date

Typed Name and Title

Name of Company

Denel Pickering Chief Procurement Officer

Arizona Department of Corrections
FY2008 to FY2010 Average for Occurrence Categories identified in RFP 110054DC, Section 2.8.6.4

Occurrences for State Run Prisons Only		FY2008	FY2009	FY2010	Average
Homicides*	Occurrence No.	1	4	5	
	Formula	#÷30,402x1,000= **0.033**	#÷31,353x1,000=**0.128**	#÷31,766x1,000=**0.157**	**0.106**
Major Disturbances*	Occurrence No.	2	2	4	
	Formula	#÷30,402x1,000=**0.066**	#÷31,353x1,000=**0.064**	#÷31,766x1,000=**0.126**	**0.085**
Minor Disturbances*	Occurrence No.	3	0	0	
	Formula	#÷30,402x1,000=**0.099**	0	0	**0.033**
Escapes*	Occurrence No.	3	1	5	
	Formula	#÷30,402x1,000=**0.099**	#÷31,353x1,000=**0.032**	#÷31,766x1,000=**0.157**	**0.096**
Assaults on staff*	Occurrence No.	243	323	350	
	Formula	#÷30,402x1,000=**7.993**	#÷31,353x1,000=**10.302**	#÷31,766x1,000=**11.018**	**9.771**
Assaults on inmates*	Occurrence No.	409	494	688	
	Formula	#÷30,402x1,000=**13.453**	#÷31,353x1,000=**15.756**	#÷31,766x1,000=**21.658**	**16.956**
Suicides*	Occurrence No.	5	5	10	
	Formula	#÷30,402x1,000=**0.164**	#÷31,353x1,000=**0.159**	#÷31,766x1,000=**0.315**	**0.213**
Positive urinalysis test results*	Occurrence No.	2,645	2,050	1,880	
	Formula	#÷30,402x1,000=**87.001**	#÷31,353x1,000=**65.384**	#÷31,766x1,000=**59.183**	**70.523**
Staff sexual misconduct with an inmate resulting in discipline*	Occurrence No.	1	1	3	
	Formula	#÷30,402x1,000=**0.033**	#÷31,353x1,000=**0.032**	#÷31,766x1,000=**0.094**	**0.053**
Staff misconduct resulting in termination*	Occurrence No.	4	15	16	
	Formula	#÷30,402x1,000=**0.132**	#÷31,353x1,000=**0.478**	#÷31,766x1,000=**0.504**	**0.371**
ADP (State Prison Beds Only)		**30,402**	**31,353**	**31,766**	
Annual Employee turnover rate		**12.66%**	**9.93%**	**11.36%**	**11.32%**
Annual Employee vacancy rate for Correctional Series Staff.		**3.96%**	**4.35%**	**4.28%**	**4.20%**
Annual Employee vacancy rate for Program Staff (Education, Treatment, Religious Services, etc.)		**14.47%**	**12.12%**	**6.15%**	**10.91%**
Annual Employee vacancy rate for Medical and Mental Health Staff		**21.19%**	**25.46%**	**13.97%**	**20.21%**

***Formula:** Annual Occurrence divided by Annual State Prison ADP times 1,000 = Annual Rate for that occurrence category.

ARIZONA DEPARTMENT OF CORRECTIONS
FY11 TRAINING PLAN

To meet minimum requirements as outlined in Department Order 509. Employees with inmate contact will take a combination of proficiency and developmental training totaling 40 credit hours or more each calendar year. Staff Graduating from the Correctional Officer Training Academy within the training year, are exempt.

MANDATORY / COMPETENCY TRAINING FY 2011

CORRECTIONAL SERIES OFFICER:

ADA Amendment Act - 1 cr
*CARE (Bi-Annual) – 7 crs
*CORE Competency Test – 1 cr
Discrimination/Sexual Harassment -1.5 cr
Fire Safety & Hazardous Material Control – 1 cr
Inmate Regulations – 1 cr
Key Control – 1 cr
Reality Check Defensive Driving (every 4 yrs)- 4 crs
Roster Management – 4 crs
Security Device Inspections – 1 cr
Staff Rotation – 1 cr
Van Dynamics (depends on duties every 4 yrs)-2 crs
Application of Restraints - 1 cr
Communicable Disease Today - 1 cr
Counts – 1 cr
EIP: Efficiency Inmate Program – 1 cr
ICS: Incident Command System – 1 cr
Inmate Suicide Prevention – 1 cr
Perimeter Procedures – 1 cr
Report Writing – 1 cr
Searches: Strip, Pat, Cell & Vehicles – 2 crs
*Self Defense – 4 crs
Tool Control – 1 cr
*Weapons Recertification – 8 crs

CORRECTIONAL SERIES SUPERVISORS:

ADA Amendment Act - 1 cr
*CARE (Bi-Annual) – 7 crs
*CORE Competency Test – 1 cr
Discrimination/Sexual Harassment -1.5 cr
Fire Safety & Hazardous Material Control – 1 cr
Inmate Regulations – 1 cr
Key Control – 1 cr
Reality Check Defensive Driving(every 4 yrs)- 4 crs
Roster Management – 4 crs
Security Device Inspections – 1 cr
Staff Rotation – 1 cr
Van Dynamics (depends on duties every 4 yrs)-2 crs
Application of Restraints - 1 cr
Communicable Disease Today - 1 cr
Counts – 1 cr
EIP: Efficiency Inmate Program – 1 cr
ICS: Incident Command System – 1 cr
Inmate Suicide Prevention – 1 cr
Perimeter Procedures – 1 cr
Report Writing – 1 cr
Searches: Strip, Pat, Cell & Vehicles – 2 crs
*Self Defense – 4 crs
Tool Control – 1 cr
*Weapons Recertification – 8 crs

CORRECTIONAL SERIES CO III & CO IV:

ADA Amendment Act - 1 cr
Communicable Disease Today- 1 cr
Discrimination/Sexual Harassment -1.5 cr
Fire Safety & Hazardous Material Control – 1 cr
Inmate Regulations – 1 cr
Key Control – 1 cr
Roster Management – 4 crs
Tool Control – 1 cr
*CARE (Bi-Annual) – 7 crs
*CORE Competency Test – 1 cr
EIP: Efficiency Inmate Program – 1 cr
ICS: Incident Command System – 1 cr
Inmate Suicide Prevention – 1 cr
Reality Check Defensive Driving(every 4 yrs)- 4 crs
Staff Rotation – 1 cr
Van Dynamics depends on duties every 4 yrs)-2 crs

*Classes NOT on-line

CORRECTIONAL SERIES GRADE 21+:

ADA Amendment Act - 1 cr
Communicable Disease Today- 1 cr
Discrimination/Sexual Harassment -1.5 cr
Fire Safety & Hazardous Material Control – 1 cr
Key Control – 1 cr
Roster Management – 4 crs
Tool Control – 1 cr
*CARE (Bi-Annual) – 7 crs
*CORE Competency Test – 1 cr
EIP: Efficiency Inmate Program – 1 cr
ICS: Incident Command System – 1 hr
Reality Check Defensive Driving (every 4 yrs)- 4 crs
Staff Rotation – 1 cr
*Weapons Recertification – 8 crs

NON UNIFORM STAFF:

ADA Amendment Act – 1 cr
Discrimination/Sexual Harassment – 1.5 cr
Key Control – 1 cr
Time Management – 2 crs
Communicable Disease Today - 1 cr
Fire Safety & Hazardous Material Control -1 cr
Multi-Generational Diversity - 3 crs
Van Dynamics (depends on duties every 4 yrs)-2 crs

MEDICAL STAFF:

ADA Amendment Act - 1 cr
Communicable Disease Today - 1 cr
Fire Safety & Hazardous Material Control – 1 cr
Tool Control – 1 cr
*CARE (Bi-Annual) – 7 crs
Discrimination/Sexual Harassment -1.5 cr
Key Control – 1 cr
Van Dynamics (depends on duties every 4 yrs)-2 crs

COMMUNITY CORRECTIONS:

ADA Amendment Act - 1 cr
Communicable Disease Today - 1 cr
*CORE Competency Test – 1 cr
Fire Safety & Hazardous Material Control – 1 hr
Proper Report Writing Techniques – 2 crs
*Self Defense – 4 crs
Supervising Special Caseloads/Mentally Ill, Sex Offenders – 3 crs
Van Dynamics (depends on duties every 4 yrs)-2 crs
*CARE (Bi-Annual) – 7 crs
Communication Skills – 2 crs
Discrimination/Sexual Harassment -1.5 cr
Key Control – 1 hr
Safe and Effective Field Visits – 3 crs

INVESTIGATIONS:

ADA Amendment Act - 1 cr
Discrimination/Sexual Harassment -1.5 cr
Key Control – 1 cr
Communicable Disease Today - 1 cr
Fire Safety & Hazardous Material Control – 1 cr
Van Dynamics (depends on duties every 4 yrs)-2 crs

PHYSICAL PLANT:

ADA Amendment Act - 1 cr
Communicable Disease Today - 1 cr
Discrimination/Sexual Harassment -1.5 cr
Key Control – 1 cr
Van Dynamics (depends on duties every 4 yrs)-2 crs
*CARE (Bi-Annual) – 7 crs
*CORE Competency Test – 1 cr
Fire Safety & Hazardous Material Control – 1 cr
Tool Control – 1 hr

*Classes NOT on-line

EDUCATION:

ADA Amendment Act – 1 cr
Communicable Disease Today - 1 cr
Fire Safety & Hazardous Material Control – 1 cr
Self Defense – 4 crs
*CARE (Bi-Annual) – 7 crs
Discrimination/Sexual Harassment – 1.5 cr
Key Control – 1 cr
Van Dynamics (depends on duties every 4 yrs)-2 crs

ACI:

ADA Amendment Act – 1 cr
Communicable Disease Today - 1 cr
Fire Safety & Hazardous Material Control -1 cr
Van Dynamics (depends on duties every 4 yrs)-2 crs
*CARE (Bi-Annual) -7 crs
Discrimination/Sexual Harassment – 1.5 cr
Key Control – 1 dr

CONTRACTS:

ADA Amendment Act – 1 cr
Discrimination/Sexual Harassment -1.5 cr
Key Control – 1 cr
Van Dynamics (depends on duties every 4 yrs)-2 crs
Communicable Disease Today – 1 cr
Fire Safety & Hazardous Material Control – 1 cr
Tool Control – 1 cr

NON CORRECTIONAL ADMINISTRATORS AND SUPERVISORS:

ADA Amendment Act – 1 cr
Discrimination/Sexual Harassment – 1.5 cr
Key Control – 1 cr
Communicable Disease Today – 1 cr
Fire Safety & Hazardous Material Control - 1 cr
Van Dynamics (depends on duties every 4 yrs)-2 crs

RECOMMENDED TRAINING

Taking Promotional Tests – For Officers, Supervisors, Community Corrections & Physical Plant Staff
Substance Abuse – All Staff
Powerpoint – All Staff
Microsoft Word – All Staff

NEW EMPLOYEE ORIENTATION ALL STAFF FY 2011

- Correctional Officer Training Academy – Officers, Supervisors & Grade 21+ ONLY
- ADC Personnel Orientation
- ADCOM Self-Paced Modules 1 & 2

- ADCOM Self-Paced Review Modules 1 & 2
- Basic Security Procedures
- Emergency Management Services: CPR/AED for the Professional Rescuer – Health Staff ONLY
- Incident Command System (ICS) 100, 700, & 800 – On-line FEMA Classes
- Inmate Manipulation
- Inmate Supervision for New Employees
- Reality Check Defensive Driving

*Classes NOT on-line

- Institutional Tour
- Staff and Inmate Relationships
- Van Dynamics
- Working with Inmates
- Emergency Preparedness Infection Diseases Outbreak
- DO 125 PREA – Within 60 days of hire
- CARE – Within 60 days of hire

THE ARIZONA LEARNING CENTER (ONLINE)

Diversity
Preventing Inappropriate Behavior and Workplace Harassment
Standards of Conduct in the Public Sector
Welcome to State Government

PROFICIENCY

PROFICIENCY TRAINING FY10 CORRECTIONAL ADC STAFF
Required CORE Training
CORE Competency – OJRT (Required for officers w/non-passing scores on CORE Comp. Testing)
Designated Armed Response Team (DART) for Supervisors
Van Dynamics Refresher – online (every 4 years)
CO II Field Training - OJT Checklist (Required once within 90 days of promotion)
CO III Field Training - OJT Checklist (Required once within 90 days of promotion)
Sergeant's Field Training – OJT Checklist (Required once within 90 days of promotion)
Lieutenant's Field Training – OJT Checklist (Required once within 90 days of promotion)
Captain's Field Training – OJT Checklist (Required once within 90 days of promotion)
Community Corrections Field Training – OJT Checklist (Required once within 90 days of promotion)

SPECIALIZED ACADEMIES – DEPENDENT ON JOB DUTIES
Armorers' School
Chase Academy
Correctional Officer III Academy
Professional Development Program (PDP)
Sergeant Leadership Academy (SLA)
TSU Academy
Urinalysis Equipment Operators' School
Physical Plant Academy

PROFICENCY TRAINING FY10 INSPECTOR GENERAL BUREAU
ADC Investigators are required to match their in-house training to the Arizona Peace Officer Standards & Training Board requirements. Each employee shall meet the POST standards for annual firearms re-certification and 8 credit hours advanced training. The 8 credit hours advanced training can be met by completion of post sponsored training activities approved by the employee's supervisor or courses provided by ADC approved by POST.
Required CORE Training
Incident Command System (ICS) 100, 200, 275, 300, 400 and 700 - online FEMA classes – Required once

National Response Plan (IS) 800 - online FEMA Class – required once

PROFICENCY TRAINING FY10 INMATE HEALTH BUREAU
Health Staff with ADC is required to meet NCCH training hours will be recorded in the HRIS training record.
Required CORE Training
Emergency Management Services: CPR/AED for the Professional Rescuer – Staff with I/M Contact and Supervisors

*Classes NOT on-line

PROFICENCY TRAINING FY10 COMMUNITY CORRECTIONS
Required CORE Training
Evidence Based Practices
Supervising Special Caseloads
Time Management/Case Management Techniques
Making Safe Effective Field Visits
Community Corrections (OJT Checklist)
Community Corrections Academy
Community Corrections Field Training (OJT Checklist)

PROFICENCY TRAINING FY10 PHYSICAL PLANT
Required CORE Training
OSHA 30 Credit Hour Training
- Introduction to OSHA
- Hazard Communication
- Walking and Working Surfaces
- Means to Egress and Fire Protection
- Hazardous Materials
- Lockout / Tagout
- Materials Handling
- Machine Guarding
- Welding, Cutting and Brazing
- Electrical & Safety-Related Work Practice
- Record Keeping
- Safety and Health Program Management
- Hand and Portable Powered Tools
- Personal Protective Equipment (PPE)
- Special Industries

ARIZONA LEARNING CENTER OFFERINGS OF PROFESIONAL DEVELOPMENT-RELATED COUSRES FY 2011

Leadership
The Arizona Learning Center – New Supervisor Academy - Required once
Professional Development Program (PDP) - Supervisors and Grade 21+
Sergeant Leadership Academy (SLA) - Required once for Correctional Staff dependent on job duties
Correctional Manager Academy – Required once for all ADC Managers and Supervisors Grade 21+
Correctional Administrator Academy – Required once for ADC Admin Grade 22+ - CMA is prerequisite
Leadership Cohort – Executive Development Seminar Series

Executive Leadership: Certified Public Manager Program (via ASU) – Recommend once for ADC Managers. Employee responsible for program costs.

Executive Leadership: Institute for Public Executives (via ASU) - Recommend once for ADC Managers. Employee responsible for program costs.

ACA: Professional Certification Program – Recommend all staff. Employee responsible for program costs.

Check Arizona Learning Center for further offerings for professional development.

*Classes NOT on-line