

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1601 West Jefferson Street, Mail Code 55302
Phoenix, Arizona 85007-3002

INMATE WORK CONTRACT

This Contract is entered into between Moran Enterprises LLC., doing business as Sun Country Trailers, hereinafter referred to as the Contractor, and the Director of the Arizona Department of Corrections hereinafter known as the Department, for and on behalf of its Arizona Correctional Industries, hereinafter known as ACI.

This document, including the Scope of Services, Special Terms and Conditions, Standard Work Provisions, any addendums, attachments or modifications, shall constitute the entire Contract between the parties and supercedes all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Contract.

SUN COUNTRY TRAILERS
FEDERAL TAX I.D.#711037137

ARIZONA DEPARTMENT OF CORRECTIONS



Signature of Authorized Individual
7/21/14

Date



Signature of Authorized Individual
8/1/14

Date

Brian Moran

Typed Name
President

Typed Title
5347 W. Luke Avenue
Glendale, Arizona 85301

Address
6902 W. HADLEY ST.
PHOENIX, ARIZONA 85043

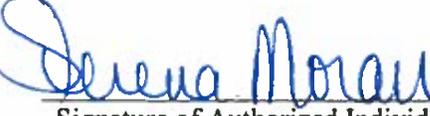
Michael P. Kearns

Typed Name
Division Director, Administrator Services

Typed Title
1601 West Jefferson Street, Mail Code 3285
Phoenix, Arizona 85007-3002

Address

RECEIVED
ARIZONA DEPARTMENT OF CORRECTIONS
FBI - PHOENIX



Signature of Authorized Individual
7/21/14

Date

Additional Signatures as Applicable

Signature of Authorized Individual

Date

Serena Moran

Typed Name
V.P. of Sales & Operations

Typed Title

Typed Name

Typed Title

Prepared by: Stephen Castillo, Senior Procurement Specialist
Date: June 30, 2014

WITNESSETH

WHEREAS, the Department is duly authorized by A.R.S. §41-1604, et seq.; §41-2501(B); §31-254; §31-255; §41-1623; §41-1624 to execute and administer Contracts and

WHEREAS, the Department desires to implement the requirement that each able-bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment, and

WHEREAS, the Director of the Department has the authority to maintain and administer facilities and programs as may be required for the custody, control and rehabilitation of all inmates committed to the Department and

WHEREAS, the Director of the Department may authorize inmate work crews from State institutions to perform acceptable tasks in any part of the State, and

WHEREAS, the Contractor has a need for a work force to manufacture utility trailers and component parts (metal/wood) at 6902 W. Hadley St., Phoenix, Arizona 85043, and

WHEREAS, the Department is able to provide an inmate work force to support this work program from its Arizona State Prison Complex – Lewis.

NOW, THEREFORE, the Department and the Contractor do hereby agree as follows:

1 THE CONTRACTOR AGREES:

- 1.1 To appoint a supervisor(s) who shall provide both technical and operational supervision. Appointed supervisors shall abide by and put into operational practice the Standard Work Provisions for Inmate Work Programs Utilizing On-Site Correctional Officer Supervision in Attachment #1.
 - 1.1.1 Technical supervision means the Contractor shall provide staff knowledgeable in the types of work tasks to be accomplished and the correct way to complete each task. Technical supervisors **teach** assigned inmates how to complete their job assignments.
 - 1.1.2 Operational supervision means the Contractor shall provide staff that remains with assigned inmate workers for the length of each shift to supervise inmate work production.
- 1.2 Contractors and the employees who participate in this Contract shall be screened and approved in writing prior to permitting them access to an institution and/or prior to allowing them to supervise inmates on or off institution grounds. Contractors shall submit in writing, upon request from ACI, any information necessary to screen and approve them for access to the institution. This information shall include, but not necessarily be limited to: Name, Date of Birth, and Social Security Number. Contractor personnel who require recurring access to the institution, and as such require a Contractor's Identification Card, will be required to complete and submit the prescribed Background Questionnaire form to ACI. Background Questionnaire form will be provided by ACI.
- 1.3 Subsequent to Contract initiation, should the Contractor's supervisors change, ACI shall be notified at least two (2) work days **prior** to the impending change to permit completion of the Department approval process. If prior notice is not possible, the Department may withhold the inmate work crew of that supervisor until the necessary approval process is completed.

- 1.4 To provide the tools and equipment necessary to accomplish assigned work safely, e.g., drinking water, sanitary restrooms with hand washing facilities and clothing items appropriate to the work performed. Personal Protective Equipment (PPE) shall be provided at the beginning of each shift and prior to each use shall be inspected by a supervisor for completeness and functionality.
- 1.5 To provide training to assigned inmates in accordance with the Contractor's established training program on procedures and responsibilities.
 - 1.5.1 Training shall be on-going and given to each new inmate who is subsequently assigned to this inmate work program.
 - 1.5.2 Inmates shall be advised of the expected performance standards during the training program.
 - 1.5.3 Contractor's training staff shall maintain a training log to document participating inmates and time spent in the training effort. The log shall record the following:
 - 1.5.3.1 Each inmate's name and Department identification number.
 - 1.5.3.2 Number of training hours given to participating inmates.
 - 1.5.3.3 Type of activity for which training was provided.
 - 1.5.3.4 Written acknowledgment from each inmate that the performance standard was provided.
 - 1.5.3.5 Name(s) of the Contractor's instructor(s).
 - 1.5.3.6 Signature of instructor(s) and each participating inmate.
- 1.6 To assign work hours, work locations, and job assignments subject to the concurrence of the Department. Work sites shall be confined to locations which are within the Contractor's authority to manage and maintain.
- 1.7 To designate a Contractor staff member who shall serve as a liaison between the Contractor, institution and ACI in developing and coordinating work schedules. The Contractor shall ensure that the applicable institution and ACI are given the name and phone number/extension of the contact person.
- 1.8 To allocate sufficient time from job responsibilities to allow Contractor's staff assigned to this work program to attend mandatory training given by the Department prior to initiating the work activities described in this Contract.
- 1.9 To maintain the work site(s) in the manner/condition in which it was approved by the Department as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If, during the term of this Contract, security/safety concerns become evident the ensuing procedure shall be followed:

- 1.9.1 The Department will monitor inmate activities for safety and may elect to cease operations for justifiable reasons of security or for concerns relating to the safety of inmates, staff, or for employees of the contractor. Return to operational status may only occur after favorable review and approval by the Department that the original situation had been rectified.
- 1.9.2 Security/safety concerns shall be rectified immediately by the Contractor in accordance with direction received from ACI.
- 1.9.3 Failure on the part of the Contractor to respond to the request for corrective action from the institution/ACI under circumstances described in Paragraphs 1.9 thru 1.9.2 above shall result in the immediate suspension of the work program.
 - 1.9.3.1 The parties to this Contract may then meet to discuss resolution.
 - 1.9.3.2 If resolution cannot be achieved, this Contract shall be terminated.
 - 1.9.3.3 The Contractor shall make final payment to ACI as directed herein.
- 1.10 Should the Contractor wish to alter the work site(s) subsequent to the initiation of the work program, the ensuing procedures shall be followed:
 - 1.10.1 The Contractor shall provide written notice to ACI detailing the proposed changes prior to any change or alteration being initiated.
 - 1.10.2 Representatives from the institution, ACI, Facilities and Engineering and the Contractor shall meet and conduct a review of the proposed changes to the work site(s). If the proposed change or alteration will negatively impact the security and/or safety of assigned inmate workers or staff, necessary corrective action(s) shall be developed.
 - 1.10.3 No changes should be initiated without written approval from the Department based on the Contractor request. If the Contractor proceeds with the proposed changes without having received written ACI approval, ACI may withhold further assignments of inmate work crews.
- 1.11 To provide a safe work site for inmates and employees of the Department using guidelines stated in Occupational Safety and Health Act (OSHA), Safety and Health standards for General/Construction Industry (29 CFR Part 1910/1926, as adopted by the State of Arizona, for the work to be performed.
- 1.12 Provide training to all inmates and employees working with or around chemicals used in the program, including inmates' use of hazardous or restricted products whose use as identified in Department Order 712.
- 1.13 Provide a generous and proven loss prevention program which protects the Contractor's and Department's best interest, e.g., proven management techniques that minimize exposure from workplace injuries and property liability exposures.
- 1.14 To pay for the following:
 - 1.14.1 Contract Service Costs, as invoiced and identified in Attachment #2.

- 1.14.2 Correctional Officer (CO)/ Industry Program Specialist (IPS) supervision for any inmate who sustains a job related injury and must be transported for emergency medical care to the nearest emergency facility.
- 1.14.3 Correctional Officer (CO)/Industry Program Specialist supervision of inmate work crews under this Contract, including overtime approved by Contractor, if applicable, and all employee related expenses. Should additional crews be needed, Contractor will hire additional staff to supervise inmate work crews. The Contractor, in agreement with the Department, must authorize the expense of additional Department staff before the expense is incurred.
- 1.14.4 To conduct Work Performance Evaluations of assigned inmates within three days following the end of each two week payroll period. Completed evaluations will be submitted to unit WIPP Officer, via the assigned Correctional Officer/Industry Program Specialist. If no dedicated Officer is assigned to the labor program, the Contractor shall submit the performance evaluation (WIPP Time Sheet) directly to the WIPP Officer.
- 1.15 To notify the on-site Correctional Officer (CO)/Industry Program Specialist (IPS) of the need for extended work hours at least ninety (90) minutes prior to the inmates scheduled time of departure, in order for approval to be obtained. Extended work hours shall not be provided unless approved by the institution. Overtime is defined as hours worked in excess of forty (40) hours per week. Overtime pay is addressed in Attachment #2.
- 1.16 To comply with the following procedures in recording inmate work hours and rendering all payments due under this Contract:
 - 1.16.1 **Daily Time Sheet(s)**, as identified in Attachment #3, shall be completed by the Contractor and include the signature(s) of the inmate(s), the Contractor’s supervisor and the CO/IPS.

The Contractor shall complete the **Inmate Payroll Summary**, as shown by Attachment #4, bi-weekly (once every two weeks), and **Inmate Payroll Worksheet**, as shown by Attachment #5.
 - 1.16.2 The **Inmate Payroll Summary** with the corresponding **Daily Time Sheet(s)**, as shown by Attachment #3 shall be sent to the address specified below within three (3) work days following the end of the Contractor’s scheduled pay period.

Arizona Correctional Industries
 Attention: Inmate Payroll
 P.O. Box 34420
 Phoenix, Arizona 85067-4420

- 1.17 The Contractor shall send a copy of the **Inmate Payroll Summary** and **Daily Time Sheet(s)** within three (3) work days following the end of the Contractor’s scheduled pay period to the attention of the Business Manager to the specified addresses below.

Arizona State Prison Complex – Lewis (623) 386-7332

Physical Address
 26700 South Highway 85
 Buckeye, Arizona 88326

Mailing Address
 PO Box 70
 Buckeye, Arizona 88326

- 1.17.1 Should circumstances arise which would prevent the Contractor from being able to comply with this criteria, ACI shall prepare the Inmate Payroll Summary, using Daily Time Sheets provided by the Contractor. The cost of such payroll preparation shall be calculated at the rate of one hundred dollars per hour.
- 1.18 Payments as invoiced shall be made payable to Arizona Correctional Industries within ten (10) work days after receipt of invoice and sent to the address below:
- Arizona Correctional Industries
Attention: Accounts Receivable
P.O. Box 34420
Phoenix, Arizona 85067-4420
- 1.19 ACI shall disburse payments as appropriate.
- 1.20 Terms and conditions for payment of invoices:
- 1.20.1 Net amount due within ten (10) work days after receipt of invoice.
- 1.20.2 Invoices not paid within thirty (30) calendar days of invoice date will be subject to a late fee of one and one-half percent (1-1/2%) per month of the amount owed.
- 1.20.3 Invoices not paid within sixty (60) calendar days of invoice date may result in the suspension and possible termination of the inmate work program.
- 1.21 Prior to the initiation of operations which may result in a financial liability to the Department or ACI, the Contractor shall accomplish one of the options listed on Attachment #6, Mechanism For Guarantee of Payment, to guarantee payment to ACI, for work performed by inmate workers. The choice of option shall be mutually agreed upon by both parties to the Contract. Specific conditions, related to each option are shown in Attachment #6.
- 1.22 To provide and maintain the minimum insurance coverages as identified herein. Applicable coverages and endorsements shall be renewed for the duration of this Contract with verification in the form of an insurance certificate(s) provided to Procurement Services each year. **Prior to Contract Execution**, the Contractor shall provide insurance certificates verifying that required coverages have been met. Insurance Certificates must be provided by the Contractor to Procurement Services.
- 1.23 That inmate labor performed under this Contract shall supplement the Contractor's existing workforce and shall not result in the displacement of free-world employees, or otherwise serve as a substitute for Contractor employees.
- 1.24 To comply with Department written instructions that has a bearing upon the Contractor.
- 1.25 That inmates assigned to this work program **shall not** drive any licensed, over-the-road vehicle as part of their job responsibilities. However, assigned inmates may be permitted to operate the Contractor's off-road mobile equipment, e.g., forklifts, etc., in accordance with Attachment #9.

- 1.26 To recognize that circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, institution riots, lock-downs, inmate work strikes, etc. The following guidelines shall govern, if such general circumstances should occur at any of the Department institutions identified herein.
- 1.26.1 The Contractor shall not hold the State, Department, ACI or the institution(s) involved, liable for failure to perform, or in default of Contract terms due to circumstances described above.
- 2 THE DEPARTMENT AGREES:**
- 2.1 To provide a mutually agreed upon number of inmates, subject to availability of said work force, to support the Contractor's manufacture utility trailers and component parts (metal/wood) at the location(s) identified herein.
- 2.2 To be responsible for feeding the inmates and furnishing all clothing, except special protective clothing and/or equipment as identified herein.
- 2.3 To provide security supervision of assigned inmates in accordance with Department Order 903, Inmate Work Activities.
- 2.4 To provide Correctional Officer (CO)/Industry Program Specialist (IPS) supervision that shall provide security supervision of the inmate workers each work day. The assigned CO(s) shall follow Department notification procedures if:
- 2.4.1 An inmate fails to remain at the work site; and/or,
- 2.4.2 An inmate has an accident or becomes seriously ill at the work site;
- 2.4.3 As may otherwise be required.
- 2.5 To ensure that inmates assigned to this work program complete and sign the **Inmate Worker Agreement** and the **Inmate Worker Standards of Conduct Agreement**, shown in Attachments #7 and #8. These agreements shall be signed by the inmate(s) and witnessed by institution staff **prior** to the inmate's first day of work. Each original agreement is to be forwarded to ACI.
- 2.6 To remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contractor.
- 2.7 To present training to Contractor's staff, who will be involved in supervising or interacting with inmate workers. This training shall be given **prior** to initiating the work activities described in this Contract and annually thereafter.
- 2.8 To designate a contact person, at ASPC-Lewis, who shall function as a liaison between the institution, ACI and the Contractor in developing and coordinating transportation, work schedules and assignments. ACI shall ensure the Contractor is given the name and telephone number/extension the institution's contact person.

- 2.9 To recognize that circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, institution riots, lock-downs, inmate work strikes, etc. The following guidelines shall govern, if such general circumstances should occur at any of the Department institutions identified herein.
- 2.9.1 If such circumstances arise that will impact the availability of inmate labor under this Contract, the institution's contact person shall immediately notify ACI and the Contractor.
- 2.9.2 The institution shall ensure that ACI is provided with a copy of all documentation relating to the incident and is advised as to when the work program will likely be able to resume. ACI will keep the Contractor informed, as appropriate.
- 2.9.3 The Contractor shall not hold the State, Department, ACI or the institution(s) involved, liable for failure to perform, or in default of Contract terms due to circumstances described above.
- 2.10 Prior to beginning work, the Department's Office of Safety and Environmental Services or their designee, shall review each work site, their tools and equipment, plans and specifications, for potential areas of safety concerns and make recommendations to avoid such potentials. If, during the term of this Contract, security or safety concerns should become evident, or the Contractor wishes to change or alter the work site(s), the following procedure shall be followed.
- 2.10.1 All communications between the Department and the Contractor, regarding security/safety issues or work site(s) alterations, shall be documented in writing.
- 2.10.2 All written correspondence related to incidents involving security or safety issues shall be reported in accordance with Department written instructions.
- 2.10.3 Prior to assigning inmates to work details, the Contractor shall complete a Job Hazardous Analysis (JHA) or Job Safety Analysis (JSA) for each job category to be performed by Department inmates.
- 2.11 To perform required background checks of Contractor staff involved in supervising or interacting with inmate workers and provide written results to the General Manager, ACI, or designee.
- 2.11.1 Prior to initiation of this Contract, the Department shall complete the screening process of Contractor staff referenced above.
- 2.11.2 Subsequent to Contract initiation, should the Contractor's supervisor(s) change, the Contractor shall notify ACI at least two (2) work days **prior** to the impending change to permit completion of the Department's approval process.
- 2.11.3 If prior notice is not possible, the institution may withhold the inmate work crew of that supervisor until the necessary approval process is completed.
- 2.12 To invoice the Contractor for payments due, in accordance with Contract terms, ten (10) work days after receipt of the **Inmate Payroll Summary and Daily Time Sheet(s)**. Invoices shall consist of **Contract Service Costs** as identified in Attachment #2.

- 2.13 That invoices shall be sent to the Contractor at the following address:
- Sun Country Trailers
6902 W. Hadley Street
Phoenix, Arizona 85043
- 2.14 To ensure that any inmate(s) who operates the Contractor's off-road equipment as an assigned work duty is in compliance with Department written instructions governing the use of inmate drivers.
- 2.15 That the General Manager, ACI or designee, shall keep the Contractor fully informed of all Department written instructions and activities that have bearing upon the Contractor fulfilling assigned obligations under this Contract, including all security requirements relative to the provision of contracted services.
- 2.16 That the General Manager, ACI, or designee shall coordinate all administrative process within the Department to obtain security clearances for the Contractor's staff to access institution(s) identified herein.
- 2.17 Arizona Correctional Industries may pay a fee to a third party person or company for providing management assistance during the life of this contract. Payment is the responsibility of ACI and is not an additional cost to the labor Partner.
- 2.18 To ensure that inmates assigned to this work program complete and sign the Job Description shown in Attachment #10 prior to start of work. The Job Description outlines Essential Duties and Responsibilities, Competencies, Qualification, Education and/or Experience, Language Skills, Reasoning Ability, Physical Demands, and Work Environment.
- 2.18.1 By reading and signing the Job Description, the inmate worker agrees that they have read and are able to perform the duties listed in the job description. The Job Description also addresses the American with Disabilities Act (ADA) as it states that reasonable accommodations may be made to enable individual with disabilities to perform the essential functions of the job. **The Contract Partner will determine if there is a reasonable accommodation that can be made as is done with non-inmate civilian employees.**
- 2.18.2 The contractor will provide immediate notice to ACI/ADC should there be a situation requiring some kind of reasonable accommodation to provide a qualified individual with a disability an equal opportunity to benefit from the full range of job-related opportunities available to others.
- 2.18.3 The Job Description shall be signed by the inmate and witness by institution staff prior to the inmate's first day of work. Each original is to be forwarded to ACI Business Development. The parties to this Contract agree that the State of Arizona and the Department of Corrections shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of Contractor's non-compliance with the American with Disabilities Act and failure to provide prompt notice, or failure to provide a reasonable accommodation.

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3 SPECIAL TERMS AND CONDITIONS:

- 3.1 Upon execution and award the General Manager of ACI shall provide a letter of **Authorization to Proceed** to the Contractor and with copies to the Institution and Procurement Services.
- 3.2 Term of Contract: The term of any resultant contract should commence on the date of award and shall continue for a period of five (5) years thereafter, unless terminated, canceled or extended, as otherwise provided herein.
- 3.3 This Contract may be terminated, without cause, by either party by provision of prior written notice to the other. Such **Notice of Termination** shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.
- 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 Cancellation for Conflict of Interest: In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.
- 3.6 The Department reserves the right to terminate the Contract for default in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Contractor.
- 3.7 Upon termination of this Contract, as provided herein, all remaining monetary obligations and removal of the Contractor's property, up to the termination/expiration date, shall be satisfied as follows:
- 3.7.1 The Contractor shall pay ACI for services rendered to the date of termination. ACI shall submit all requests for payment within thirty (30) calendar days after the date of termination of this Contract. All outstanding payments shall be made by the Contractor within ten (10) work days after request for payment, sent certified mail, return receipt requested, is received by the Contractor, in the format and to the location specified herein.
- 3.7.2 Payments made by the Contractor to ACI shall be in agreement with ACI's records. Should a discrepancy in amount of payment occur and remain unresolved after accomplishing the procedure identified herein, ACI may request an audit of the Contractor's financial records. The Contract shall remain in effect until the discrepancy is resolved; however, services to the Contractor shall end in accordance with the **Notice of Termination**.

- 3.8 The General Manager, ACI, or designee, through Procurement Services shall be responsible for coordinating all actions stipulated above in the event an institution is removed from participation in this work program.
- 3.9 If a discrepancy in payment or payment records is identified by either party to this Contract, the party discovering the discrepancy shall notify the other in writing within ten (10) work days after discovery. Both parties shall resolve the discrepancy by comparison and reconciliation of records.
- 3.10 Both parties recognize that respective and mutual obligations of the parties pertaining to start-up, operation and costs applied to the subject Inmate Work Contract shall apply to each new operation established at other institutions as applicable.
- 3.11 Proper communication is essential to the success of the work program. The Contractor shall address all programmatic issues with ACI. Only immediate security/safety concerns shall be addressed to institution officials without first coordinating through ACI.
- 3.12 Changes to the Contract shall be handled by formal amendment through Procurement Services.
- 3.13 Arbitration: In accordance with A.R.S. § 12-1518, the parties to agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
- 3.14 Applicable Law: In accordance with A.R.S. § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
- 3.15 Non-Discrimination: In accordance with A.R.S. § 41-1461, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
- 3.16 Each party to this Contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this Contract.
- 3.17 Audit of Records: In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- 3.18 The parties to this Contract agree that the State of Arizona and the Department of Corrections shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. The parties further agree that each party to this Contract shall be responsible for consequences arising from its own negligence.
- 3.19 Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.

- 3.20 Third Party Antitrust Violations: The Contractor assigns to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor.
- 3.21 Notice Warning: Any person who takes into or out of or attempts to take into or out of 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, employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property of packages.
- Authority A.R.S. § 13-2501:
 A.R.S. § 13-2505:
 ADC Department Order 708
- 3.22 Unlawful Sexual Conduct: A person who is employed by the State Department of Corrections, a private facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail commits unlawful sexual conduct by engaging in oral sexual contact, sexual contact or sexual intercourse with a prisoner who is in the custody of the State Department of Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of the State Department of Corrections or a city or county.
- 3.22.1 A person who is employed by the State Department of Corrections, a private facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail commits unlawful sexual conduct by engaging in oral sexual contact, sexual contact or sexual intercourse with a prisoner who is in the custody of the State Department of Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of the State Department of Corrections or a city or county.
- 3.22.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.
- 3.22.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.
- 3.22.4 Unlawful sexual conduct; correctional employees; prisoners; classifications; Definition A.R. S. § 13-1419.
- 3.23 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.

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

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

A person, not otherwise authorized by law, commits promoting contraband;

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband in a correctional facility.
- Any person who has reasonable grounds to believe there has been a violation or attempted violation of this section shall immediately report such violation or attempted violation to the official in charge of the facility or to a peace officer.

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

3.26 **Electronic and Information Technology:** Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and A.R.S. § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

3.27 **E-Verify**

3.27.1 In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

3.28 **INDEMNIFICATION CLAUSE:** To the extent allowed 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 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 indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona

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

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

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

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Damage to Rented Premises | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: *“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”* 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.
- b. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) 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.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: *“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”* 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.
- b. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) 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. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) 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.
- b. 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.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed (**Blanket Endorsements are not acceptable**) to include, the following provisions:

- 1. The Contractor's policies 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)..
- 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **the Department** and shall be sent by certified mail, return receipt requested.
- D. **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.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **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.

**INMATE WORK PROGRAM UTILIZING ON-SITE CORRECTIONAL OFFICER (CO)/INDUSTRY
PROGRAM SPECIALIST (IPS) SUPERVISION**

- A. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- B. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- C. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- D. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- E. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- F. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. §31-221, and *no* information shall be released without prior written authorization from a representative of the Department.
- G. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.
- H. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.
- I. No inmate shall be placed in a supervisory capacity over any other inmate.
- J. The Contractor shall provide immediate notification to the on site CO of the following:
 - 1. Unsatisfactory work or malingering of inmates. If requested, the Contractor shall furnish a written account of such unsatisfactory performance.
 - 2. The discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker.
- K. **The visiting of an inmate by any unauthorized person shall not be permitted.** If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.

**STANDARD WORK PROVISION
INMATE WORK PROGRAMS**

**Attachment #1
ADC Contract No. 14-051-19**

- L. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

ARIZONA CORRECTIONAL INDUSTRIES
CONTRACT SERVICE COSTS

Contract Service Costs are comprised of the components identified in subparagraphs 1 through 5 below. Costs will be re-evaluated and adjusted on an annual basis, as necessary.

1. **INMATE WAGES:** Inmates will receive compensation, as an ACI inmate worker, of \$3.00 per hour. Beginning with the first day of the pay period following the 90th calendar day from the initial date of hire, inmates will be paid \$3.25 per hour.
 - 1.1 Beginning with the first day of the pay period following the 180th calendar day from the initial date of hire, inmates will be paid \$3.50 per hour.
 - 1.2 Beginning with the first day of the pay period following the 270th calendar day from the initial date of hire, inmates will be paid \$3.75 per hour.
 - 1.3 Beginning with the first day of the pay period following the 360th calendar day from the initial date of hire, inmates will be paid \$4.00 per hour.
 - 1.4 For hours worked in excess of forty (40) hours per week, inmates shall receive compensation equal to one and one-half (1-1/2) times their normal hourly wage rate.
2. **COSTS OF CORRECTIONAL OFFICERS/INDUSTRY PROGRAM SPECIALIST:** The costs of Correctional Officer (CO)/Industry Program Specialist (IPS) supervision shall be based on the actual hours worked supervising inmates, including the travel time to and from the work site. In addition, one (1) hour per shift, for each CO, shall be added to the CO hours worked, to account for time spent on the egress and ingress of the inmates at the institution. The hourly cost of each CO shall be \$38.18 per hour.
3. **ACI MANAGEMENT FEE:** The ACI Management Fee shall be calculated and invoiced for each pay period at the rate of eleven percent (11%) of the sum of gross inmate wages and the cost of CO supervision.
4. **TRANSPORTATION:** Transportation, if furnished by the Department, shall be invoiced at the rate of \$1.00 per mile.
5. **MINIMUM WAGE SURCHARGE:** The minimum wage surcharge is only applied as an additional cost if it is determined, after calculating all costs* for a given pay period, that the net effective hourly cost during the period was less than the Federal minimum wage or AZ State minimum wage, whichever is higher. This determination is accomplished by dividing the sum of costs for a specific pay period, including inmate wages, CO/IPS and ACI Management Fee, by the total number of inmate hours worked during the pay period. If calculated to be less than the Federal minimum wage or AZ State Minimum Wage – whichever is higher, a surcharge will be added to the invoice bringing the net effective hourly cost up to the Federal minimum wage or AZ-State minimum wage – whichever is higher. (*Inmate Wages, CO/IPS Costs and ACI Management fee.)

Costs identified above shall be made payable to Arizona Correctional Industries. ACI shall disburse payments as appropriate. The Contractor shall remit payments to ACI at the address shown below within ten (10) work days after receipt of invoice.

**STANDARD WORK PROVISION
INMATE WORK PROGRAMS**

**Attachment #2
ADC Contract No. 14-051-19**

Arizona Correctional Industries
Attention: Accounts Receivable
P.O. Box 34420
Phoenix, Arizona 85067-4420

STANDARD WORK PROVISION
INMATE WORK PROGRAM

ARIZONA CORRECTIONAL INDUSTRIES
Inmate Payroll Worksheet

CONTRACTOR Sun Country Trailers
PROVIDING INSTITUTION LEWIS
PAY PERIOD 00/00/0000 thru 00/00/0000

DOC#	NAME	SAT	SUN	MON	TUE	WED	THU	FRI	REG HRS	OT HRS	SUN	MON	TUE	WED	THU	FRI	REG HRS	OT HRS	TOTAL HRS	TOTAL OT HRS	REG PAY RATE	OT PAY RATE	TOTAL PAY
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MECHANISM FOR GUARANTEE OF PAYMENT

Prior to initiating any operations which may result in a financial liability to the Department and/or ACI, the Contractor shall accomplish one of the following, to guarantee payment to ACI, for work performed by inmates. The choice of option shall be mutually agreed upon by both parties.

- Option 1: The Contractor shall purchase a Payment Bond which will guarantee payment to ACI for work performed by inmates. This bond will meet the following conditions:
- A. Payment Bond shall be issued by an insurance company licensed by the Arizona State Insurance Department to conduct business in the State of Arizona.
 - B. Payment Bond shall guarantee payment of amounts computed using cost components identified in Attachment #2, **Contract Service Costs**; equal to an estimate of thirty (30) days of inmate labor expense, including CO supervision and ACI Management Fee.
 - C. Payment Bond may be renewable annually, for both the initial term and the renewal terms, provided that neither non-renewal or cancellation by the Surety, nor failure, nor inability of the Vendor to file a replacement bond shall constitute a loss or claim recoverable under this bond.
- Option 2: The Contractor shall pre-pay to ACI, an amount equal to an estimate of thirty (30) days of inmate labor expense, including CO supervision and ACI Management Fee. This amount shall be held by ACI, for a period determined by ACI, to guarantee amounts invoiced. Should the Contractor subsequently choose to exercise another option, the amount pre-paid to ACI shall be refunded upon receipt of the required documents associated with the substituted option.
- Option 3: The Contractor shall establish an extension of credit with a State of Arizona or a federally chartered bank, in the form of a Time Certificate of Deposit, in an amount equal to an estimate of thirty (30) days of inmate labor expense, including CO supervision and ACI Management Fee. This amount shall be net of any penalties for early withdrawal. ACI will be provided with a letter of confirmation, from such bank, verifying that the Contractor has authorized ACI to draw upon the Time Certificate of Deposit in the event of non-payment of amounts due within thirty (30) calendar days of invoice date. The letter shall also state that ACI must provide written approval, to the bank, before any monies may be withdrawn by the Contractor. The Contractor retains the authority to extend the specified period of the Time Certificate of Deposit.
- Option 4: The Contractor shall provide an irrevocable Letter of Credit drawn on a federally chartered bank in favor of the Department (ACI) in order to secure payment to the Department (ACI) for inmate labor expenses. Such Letter of Credit shall be in an amount equal to thirty (30) days of inmate labor expense, including CO/IPS supervision and ACI Management Fee. The parties shall review the appropriate amount of the Letter of Credit annually, each April 1st. If the amount of the Letter of Credit needs to be adjusted, the Contractor shall secure the amended letter and provide it to ACI within thirty (30) days of the annual contract anniversary.

**STANDARD WORK PROVISION
INMATE WORK PROGRAMS**

**Attachment #7
ADC Contract No. 14-051-19**

ARIZONA DEPARTMENT OF CORRECTIONS

INMATE WORKER AGREEMENT

1. I agree that participation as an ACI inmate worker, in the Inmate Work Program with Sun Country Trailers, is voluntary.
2. I am aware that while engaged as an ACI inmate worker, my gross wages before deductions will be \$3.00 per hour.
 - 2.1 Beginning with the first day of the pay period following the 90th calendar day from the initial date of hire, inmates will be paid \$3.25 per hour.
 - 2.1.1 Beginning with the first day of the pay period following the 180th calendar day from the initial date of hire, inmates will be paid \$3.50 per hour.
 - 2.1.2 Beginning with the first day of the pay period following the 270th calendar day from the initial date of hire, inmates will be paid \$3.75 per hour.
 - 2.1.3 Beginning with the first day of the pay period following the 360th calendar day from the initial date of hire, inmates will be paid \$4.00 per hour.
 - 2.1.4 For hours worked in excess of forty (40) hours per week, inmates shall receive compensation equal to one and one-half (1-1/2) times their normal hourly wage rate.
3. I also understand that, as a condition of my participation in this work program, certain deductions from my wages will be made in accordance with A.R.S. §31-254 and Department Order 905, Inmate Banking/Money System.
4. I have read this Agreement and concur with both my wages as listed above, and the deductions as specified by Department Order 905.

INMATE	ADC WITNESS
Print Name: _____	Print Name: _____
ADC Number: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Retain copy for Institutional Purposes

Send Original to:

**Arizona Correctional Industries
Attention: Business Development Unit
P.O. Box 34420 or M/C 860
Phoenix, Arizona 85067-4420**

**INMATE WORK CONTRACT
Sun Country Trailers
ASPC - Lewis**

INMATE WORKER STANDARDS OF CONDUCT AGREEMENT

1. Inmate workers assigned to the Sun Country Trailers work program shall not leave the work area.
2. Work schedules shall be adhered to at all times. Inmate workers shall be at their assigned work station and conducting work activities during their scheduled work hours.
3. No personal activities shall be performed at the work site during scheduled work hours.
4. Horseplay, name calling or other disruptive and/or unprofessional behavior will not be tolerated.
5. Inmate workers shall not use abusive language or profanity.
6. Work areas shall be maintained in a clean and orderly fashion at all times.
7. Possession of weapons is strictly prohibited.
8. Equipment and materials are the property of Sun Country Trailers and shall not be used for personal use or be removed from the work site. This includes products from trash piles or trash containers.
9. Inmate workers must maintain accountability of assigned tools at all times. Failure to maintain accountability may result in removal from the Sun Country Trailers work program.
10. Intentional abuse, misuse or damage to any Sun Country Trailers property, tools, or equipment is prohibited.
11. Confrontational behavior toward any Sun Country Trailers employee or visitor is prohibited.
12. Use of unauthorized controlled substances, at any time, is prohibited.
13. Causing damage or rework through inattention, carelessness or intentional misconduct is prohibited.
14. Use of Sun Country Trailers telephones is prohibited.
15. Sleeping during work hours is prohibited.
16. An inmate charged with an alleged institutional rule violation, and/or placed in administrative investigative status for more than five (5) work days may be suspended from the ACI / Sun Country Trailers position, Department Order 903.01, Paragraph 1.8 Disciplinary Process.
17. Inmate workers are committed to working for this Contractor for a period of six (6) months. Failure to comply will result in an ineligibility to work for ACI, for a period of six months.

**INMATE WORK CONTRACT
Sun Country Trailers
ASPC - Lewis**

**Inmate Worker Standards of Conduct Agreement
(Continued)**

I understand that my participation as an ACI inmate worker for the ACI/ Sun Country Trailers work program is a privilege. As an ACI inmate worker, assigned to the ACI/ Sun Country Trailers work program, I hereby agree to the Standards of Conduct listed above. I acknowledge that my failure to abide by any of the terms and conditions noted above shall be grounds for immediate termination from the work program and referral to the institution for disciplinary action.

_____ Inmate Printed Name	_____ ADC Number	_____ Signature and Date
_____ ADC Witness Printed Name	_____ Title	_____ Signature and Date

Distribution:

Original

Arizona Correctional Industries
Attention: Business Development Unit
P.O. Box 34420 or M/C 860
Phoenix, Arizona 85067-4420

Copy

Inmate Institutional File
Inmate Master File

LETTER OF INSTRUCTION
REQUEST FOR AUTHORIZATION

UTILIZING INMATE WORKERS FOR OPERATION OF OFF- ROAD MOBILE EQUIPMENT

Inmate Work Contracts between the Department/ACI and the Contractor provide authorization for assigned inmate workers to operate off-road mobile equipment under certain conditions. This Letter of Instruction provides the procedure for obtaining approval to utilize inmate workers on Contractor's off-road mobile equipment.

- 1 The Contractor shall provide written notice to ACI advising of the need to utilize inmate workers to operate specific off-road mobile equipment. The request shall include the following information:
 - 1.1 A complete list describing the type(s) of off-road mobile equipment to be operated;
 - 1.2 Identification of specific training, inmates will receive for each type of off-road mobile equipment; and
 - 1.3 A list of inmates, to include the inmate's Department identification number, for whom approval is being requested. The list shall reflect the type(s) of mobile equipment to be operated, specific to each inmate worker.
- 2 ACI shall acknowledge the Contractor's request and, after coordinating with institution officials, notify the Contractor in writing of those inmates approved to be trained to operate off-road mobile equipment. The Contractor shall not proceed with training until written notice of authorization is received from the Department.
- 3 Once approval to proceed with training is received, the Contractor shall provide safety and operational training to approved inmates for each type of specified off-road mobile equipment. The manufacturer's supplied training materials and/or materials developed in accordance with Occupational Safety and Health Act (OSHA) guidelines, for each specific type of mobile equipment, should meet the training requirements for each inmate operator. Copies of training materials shall be provided to ACI for record keeping purposes.
- 4 Once training is complete, the Contractor shall furnish ACI with documentary evidence of satisfactory completion of training for each inmate. The documentation shall include the inmate's certification by signature that he/she understands the operation and safety issues of each type of mobile equipment he/she has been trained to operate.
- 5 Following review of training documents provided by the Contractor, the General Manager, ACI and/or designee, shall furnish the Contractor with notification of approval for individual inmates. ACI shall maintain records of training and authorization for all inmate workers as long as they are engaged in this inmate work program.
- 6 The Contractor shall acquire and maintain applicable insurance in compliance with State requirements.

Job Description

Summary: Sun Country Trailers

Inmate worker is responsible for welding components in flat, vertical, or overhead positions. In this role the worker will also layout, position, align, and secure parts and assemblies prior to assembly, using straightedges, combination squares, calipers, and rulers. Understand and apply welding techniques; work quickly and skillfully with the demands; accept responsibility for the work performed; visualize what the finished product should look like; operate welding equipment with skill. Examining work pieces for defects and measure work pieces with straightedges or templates to ensure conformance with specifications. The welder's finished product will either be parts for trailers or the whole trailer.

Essential Duties and Responsibilities include the following, and other duties may be assigned as necessary:

- Attend work on the schedule established by the manager and without excessive absenteeism.
- Follow all safe work practices.
- Obtain parts and materials from shipping or parts storage.
- Access area to be welded by climbing ladder if needed.
- Use disc grinder to smooth out, weld, or grind parts prior to welding.
- Operate manual and automated welding units and equipment by depositing metal from electrode to work piece and joins edges of work piece.
- Maintain length of arc and speed of movement to form specified depth of fusion and bead.
- Weld in flat and vertical planes (all position welding).
- Examine weld for bead size and other specifications.
- Grind or clean weld joint of work piece.
- Repair improperly welded pieces and fill holes.
- Position and clamp work pieces together or assemble them in a jig fixture.
- Tack assemblies together.
- Fabricate new or replacement parts for trailers.
- Assemble component parts using hand and small power tools.
- May change hoses, fittings, air valves, suspension parts, etc.
- Clean up work area daily.
- Lift up to 45 pounds or more in some cases.
- Operate various power tools needed to assemble the trailers or components.
- Operate a forklift.
- Other duties as needed.

Supervisory Responsibilities:

This job has no supervisory responsibilities.

Competencies:

To perform the job successfully, an individual should demonstrate the following competencies :

- Steel/Aluminum experience needed
- Wire-feed welding
- Mechanical w/hydraulics
- Wrenching experience
- Fabrications with welding and layout
- Willing to work 40 + hours per week

Oral Communication:

Listens and gets clarification; Responds well to questions; Participates in meetings.

Teamwork:

Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Contributes to building a positive team spirit; Puts success of team above own interests; Supports everyone's efforts to succeed.

Diversity:

Shows respect and sensitivity for cultural differences; Promotes a harassment-free environment.

Ethics:

Treats people with respect; Keeps commitments; Inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support:

Follows policies and procedures.

Strategic Thinking:

Follows strategies to achieve organizational goals; Understands organization's strengths and weaknesses.

Motivation:

Measure self against standard of excellence.

Planning/Organizing:

Uses time efficiently.

Professionalism:

Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration, regardless of their status or position; Follows through on commitments.

Quality:

Demonstrates accuracy and thoroughness; Monitors own work to ensure quality.

Quantity:

Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

Safety and Security:

Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

Adaptability:

Adapts to change in the work environment; Able to deal with frequent change, delays or unexpected events.

Attendance/Punctuality:

Is consistently at work and on time; Ensures work responsibilities are covered when absent.

Dependability:

Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits long hours of work when necessary to reach goals; Completes tasks on time

Initiative:

Volunteers readily; Seeks increase responsibilities; Asks for and offers help when needed

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Language Skills:

Ability to read limited number of two and three syllable words and to recognize similarities and differences between words and between series of numbers. Ability to print and speak simple sentences.

Reasoning Ability:

Ability to apply common sense understanding to carry out simple one or two-step instructions and the ability to deal with standardized situation with only occasional or no variable.

Physical Demands:

The physical demands described here are representative of those that must be met by a worker to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the worker is regularly required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop kneel, crouch, or crawl and talk and hear. The worker is frequently required to stand, walk, kneel and crouch. The worker is occasionally required to smell. The worker must frequently lift and/or move up to 45 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus.

**STANDARD WORK PROVISION
INMATE WORK PROGRAMS**

**Attachment #10
ADC Contract No. 14-051-19**

Work Environment:

The work environment characteristics describes here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing duties of this Job, the worker is regularly exposed to moving mechanical parts; fumes or airborne particles; outside weather conditions, extreme heat and vibration. The worker is occasionally exposed to wet and/or humid conditions, high, precarious places, fumes or airborne particles; toxic or caustic chemicals; extreme cold and risk of electrical shock. The noise level in the work environment is usually loud.

By Signing I agree that I have read and am able to perform the duties listed.

Inmate Signature

Date

Printed Name/ADC Number

Witness Signature

Date

Witness Printed Name and Title

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DOCUMENTS
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