GILA COUNTY

REQUEST FOR PROPOSALS NO. 08172025

HEALTHCARE FOR IN-CUSTODY ADULTS

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Stephen Christensen, Chairman
Woody Cline, Vice Chairman
Tim R. Humphrey, Member

COUNTY MANAGER
James Menlove

GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 08172025
HEALTHCARE FOR IN-CUSTODY ADULTS

Notice is hereby given that Gila County is requesting proposals from qualified contractors to provide healthcare for in-custody adults.

Competitive sealed proposals for the specified material or service shall be received by the Gila County Procurement Group, 1400 East Ash Street, Globe, Arizona 85501, until the time and date shown below. Proposals received by the correct time and date shall be publicly recorded. Gila County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming submittal non-responsive.

Proposals must be in the actual possession of the Gila County Procurement Group on or prior to the exact time and date indicated below. **Late proposals shall not be considered.** The prevailing clock shall be the clock on the Gila County Procurement Officer's cellular phone.

Bid packets may be obtained by contacting the Gila County procurement officer below or may be downloaded from the County's website at: https://www.gilacountyaz.gov/government/finance/procurement/current_bids.php

Proposals must be submitted in a sealed envelope. The **RFP number** and the **bidder's name and address** should be clearly indicated **on the outside** of the envelope. Failure to clearly indicate RFP number, name and address on the outside of the bid package or envelope may be cause for the proposal to be deemed invalid. All proposals must be completed in ink or typewritten. Faxed or emailed proposals will not be accepted. Questions must be addressed to the procurement officer listed below.

RFP NUMBER:	**08172025**	
RFP DUE DATE:	**January 20, 2026 at 3:00 PM Arizona Time**	
BID OPENING DATE:	**January 20, 2026 at 3:15 PM Arizona Time**	
SUBMITTAL LOCATION:	**Gila County Finance Department**	
	Mail to:	**Hand-Deliver to:**
	1400 East Ash Street	**1350 East Monroe Street**
	Globe, Arizona 85501	**Globe, Arizona 85501**
DIRECT WRITTEN QUESTIONS TO:	**Olivia M. Todd**	
	otodd@gilacountyaz.gov	
	(928) 402-8746	

The Board of Supervisors reserves the right to reject any or all proposals, to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations in the Gila County Procurement Code. A copy of the code is available for review in the Clerk of the Board's office, Globe, Arizona.

Dates advertised in the Payson Roundup: December 26, 2025, and January 2, 2026.

Signed: _____ Date: _____
Stephen Christensen, Chairman, Board of Supervisors

Signed: _____ Date: _____
Gila County Attorney's Office

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INTENT

The goal of this Request for Proposals (RFP) is to identify a qualified contractor who can provide medically necessary, cost-effective services and maintain a level of quality in accordance with the current standards established by the National Commission on Correctional Health Care (NCCHC) (2018) including all updates throughout the life of the contract.

For the purposes of this Request for Proposals, "Responder" is defined as an individual or an entity who submits a proposal.

The County may choose to award this contract, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date.

JOB/PROJECT DESCRIPTION

1. **Overview and Purpose.** The successful Healthcare Provider (HCP) will provide for medical, dental, and mental health staffing and services that meet or exceed the 2018 NCCHC standards, including Correctional Mental Health Care standards and Medications for Opioid Use Disorder (MOUD) standards. The successful Responder will be expected to remain current with all standards including all updates throughout the life of the contract.

To be considered a qualified contractor, the County requires the contractor to have a minimum of five (5) years of experience providing like services for a similar-sized jail facility.

The responsibility for the provision of healthcare services to people confined to jail commences with the commitment of the person to the custody of the jail and ends with their release from custody. The current program requirements include, but are not limited to: adults in custody medical screening; admission evaluation; triage; sick call; care of medically-fragile adults in custody; pharmacy services; psychiatric screening; suicide risk assessments; mental health services; medical clearances for intra- and interagency transfers; work clearances; the continuing care of identified health problems; detoxification; MOUD; involuntary medications; offsite services such as visits to specialists, diagnostic offices, hospitals, or other community providers; discharge planning; and emergency services.

2. **Scope of Work (Specifications and Requirements).**

2.1 HCP must maintain NCCHC accreditation throughout the life of the contract. HCP must pay for all fees required to maintain this certification. HCP must provide all NCCHC accreditation reports to the County during and after the accreditation process.

2.2 The health services program must comply with minimum jail standards as defined by the Arizona Revised Statutes, including specifically A.R.S. Title 31—Prisons and Prisoners, including all updates throughout the life of the contract.

2.3 HCP must comply and provide evidence such as certificates, documents, or licensure, of its compliance with Arizona Medical Board requirements.

2.4 HCP will be the sole provider of medical, mental health, and pharmacy services for the jail and may refer to offsite care.

2.5 HCP shall be responsible for determining all medication and medical supply needs for adults in custody and for ordering those medications and supplies through Westwood Pharmacy, the County's

contracted pharmacy provider. HCP shall also be responsible for receiving, managing, and distributing all medications and supplies obtained from Westwood Pharmacy in accordance with applicable standards, laws, and Jail policies.

2.6 HCP shall operate the program in a cost-effective manner with full reporting and accountability to the Sheriff's Office.

2.7 HCP will provide adequate staffing to meet the service level expectations of the contract. These expectations include, but are not limited to:

- 2.7.1 6:00 a.m. to 7:00 p.m. per day and 7 days per week coverage.
- 2.7.2 Daily sick call.
- 2.7.3 24-hour emergency/on-call physician and psychiatric consultation.
- 2.7.4 Meeting a six (6)-hour window of time to screen every new jail arrival for medical or mental health problems.
- 2.7.5 One (1) day per week clinic (Wednesday or Thursday). Clinic hours will be one (1) hour in duration.
- 2.7.6 Full physical for all lodged adults in custody within 14 days of admission at intake.
- 2.7.7 Adults in custody identified with clinically significant findings as a result of comprehensive intake screening receive an initial health assessment as soon as possible but not later than two (2) working days after admission.
- 2.7.8 Mental health screening.
- 2.7.9 Adults in custody with positive screens for mental health issues or Substance Use Disorder (SUD) receive an initial mental health evaluation within 14 days (NCCHC J-E-05).
- 2.7.10 Care of those from marginalized communities.
- 2.7.11 Community standard care for those incarcerated over 12 months.
- 2.7.12 Contractor will follow all suicide watch, restraint chair, and wrap protocols as specified in the Gila County Jail Policies and Procedures manual.

2.8 HCP is responsible for review and verification that all health claims/invoices are appropriate and accurate prior to payment using County funds. This includes adjudication/verification of services provided and accuracy of coding according to the American Medical Association (AMA) guidelines.

2.9 A discounted provider network for offsite care must be utilized.

2.10 HCP shall have a process in place to investigate any and all insurance providers that may be responsible for medical costs during an adult in custody incarceration period.

2.11 HCP shall be responsible for recovery of all eligible costs. This includes full knowledge and participation in the activities required by the state and federal guidelines of the Affordable Care Act (ACA).

2.12 The Jail works with CorrectCare to submit claims and receive the Arizona Health Care Cost Containment System (AHCCCS) rates and pay the claims at the discounted rate.

2.13 HCP shall maintain an open and cooperative relationship with the Arizona Department of Health Services (ADHS), Sheriff's Office staff, County Contract Administrator, and other County representatives.

2.14 HCP shall be responsible for ensuring that any problems and/or unusual incidents are reported by its staff to the Sheriff's Office Jail Command and the Contract Administrator as soon as physically possible.

2.15 HCP shall ensure that the healthcare status of detainees admitted to outside hospitals is reviewed to ensure that the duration of the hospitalization is no longer than medically indicated.

2.16 HCP shall be responsible for full, current, and detailed knowledge of any compliance with the pertinent requirements of federal and Arizona state laws, their implementation of regulation and guidelines promulgated thereunder as they pertain to the services requested herein.

2.17 HCP shall operate the program in a constitutionally-humane manner with respect to the adults in custody rights to basic services.

2.18 HCP shall utilize off-site ancillary services, as Gila County does not have any in place.

2.19 HCP shall administer first responder emergency medical care to any employee or visitor of the Jail who requires such care. HCP will provide Registered Nurses (RNs) training in Emergency Medical Services (EMS) care.

3. Personnel.

3.1 HCP will recruit, interview, hire, train, and supervise all healthcare staff. Healthcare staff must be adequate to meet all conditions and specifications of the contract.

3.2 All health services staff providing services under this contract must be licensed or certified to practice in the State of Arizona. HCP will track and monitor licensure compliance of all staff.

3.3 Contractor shall provide a full-time, onsite Health Services Administrator (HSA) who shall have general responsibility for the successful delivery of healthcare for the Jail, pursuant to this solicitation and final contract.

3.4 The County will conduct a comprehensive background investigation on all health services staff recruited to work in the Jail. All HCP staff will be required to pass this full background check and be fingerprinted prior to working in the Jail, even on a temporary basis. Any HCP employee who does not satisfy the security clearance, at the sole discretion of the County, shall not be allowed access to the Jail.

3.5 HCP staff will have an ongoing duty to report criminal arrests or violations to the County.

3.6 County reserves the right to immediately exclude any HCP employee from the Jail to preserve institutional safety and security.

3.7 In the event of an HCP employee termination, HCP shall collect all identification badges, access keys, or other County property assigned to that employee and submit the items collected to the Sheriff's Office liaison or designee immediately.

3.8 HCP must provide required personnel for all shifts and fully meet all expectations of NCCHC requirements and performance standards. The County will only pay for actual hours worked.

3.8.1 Annual staffing plan must contain billing rates for all positions and should include information on which positions are backfilled and which are not, e.g., RN would be backfilled if they call in sick, the manager would have paid time off and not be backfilled.

3.8.2 HCP shall make provisions in their staffing plan to cover periods of vacation, educational, or sick time by including appropriate relief factors and per diem staff.

3.8.3 The annual staffing plan is intended for budgeting purposes and should include a standard monthly cost. The positions related to direct healthcare as represented in the minimum staffing plan will be required to be filled for each shift.

3.8.4 Fluctuations in staffing will be allowed for administrative positions not including HSA, Director of Nursing (DON), or Qualified Mental Health Professional (QMHP).

3.8.5 Failure to fill direct healthcare staff, HSA, DON, and QMHP positions and meet minimum staffing plan will result in penalties and reductions in payment. Failure to fill these positions may also be considered a breach of contract.

3.9 HCP staff shall be subject to and shall comply with all security regulations and procedures of the Jail. Violations of the regulations may result in the employee being denied access to the Jail. In this event, the HCP shall provide alternate personnel.

3.10 County shall provide security for HCP staff consistent with the security provided to other Jail staff.

3.11 HCP staff shall adhere to the same standards in place for County employees with regard to harassment, alcohol and drug-free workplace, violence in the workplace, Prison Rape Elimination Act (PREA), Electronic Systems and Equipment Use Policy, or any other current or future policy that impacts County employees.

3.12 HCP shall submit a monthly staffing schedule to the Contract Administrator, Jail Command, and Jail Health Liaison Sergeant.

Economic Impacts and a Healthy Workplace.

4.1 The County values the community as a whole and seeks to ensure that both service providers and service recipients benefit from the delivery of services in ways that create long-term positive economic impact and help change existing systems to better include those most affected by inequities. It is the County's desire to create full and equal access to opportunities for all people that enable them to attain their full potential. We pay particular attention to the development of income and wealth for communities most affected by inequities.

4.1.1. Please describe how you reuse or donate items, or other ways your firm has a positive impact on our community.

4.1.2 Please describe how you accommodate your employees to ensure they succeed.

4.1.3 Please describe in detail any wellness initiatives your firm provides to employees.

5. Laboratory and Other Testing Services.

5.1 HCP will perform all laboratory services possible onsite with either in-house staff or contracted staff to come into the Jail to complete the testing with minimum transfer costs to the Jail.

5.2 HCP clinical shall review all routine laboratory results within 24-48 hours after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between clinical observations and laboratory results. The clinician on-call will be notified immediately of all STAT reports as well as all critically abnormal results.

5.3 HCP will provide and make available to all healthcare staff a list of critically abnormal lab values.

5.4 HCP will provide a Clinical Laboratory Improvement Amendments (CLIA)-waived onsite lab inside the Jail facility for use by the appropriate HCP staff.

5.5 HCP will provide bloodborne pathogen testing when it is determined that County Jail staff or HCP staff have been exposed by an adult in custody. Gila County Heath Department (928) 402-8811 describes the process for requesting that a source person be tested.

5.6 The Jail will send all individuals requiring diagnostic testing such as x-rays and ultrasounds to off-site testing facilities.

5.6.1 Abnormal results shall be called or faxed to the healthcare staff and relayed to the in-house clinician or on-call clinician immediately for disposition.

5.6.2 HCP shall ensure that all results are reported to the Jail and placed in the electronic health records within 24 hours.

6. Health Screening and Assessments.

6.1 HCP will perform health screenings that comply with NCCHC standards.

6.2 HCP shall provide an RN or higher rated clinician to complete medical clearance triage on all individuals brought to the Jail in accordance with the established rejection criteria mutually approved by the HCP and the County.

6.3 HCP shall provide initial health screenings for all new detainees of the Gila County Jail; this screening must be completed within six (6) hours of arrival and before the adult in custody is lodged into the facility. The screening shall be completed by an RN or higher rated clinician and shall comply with all NCCHC requirements for intake screening.

6.4 HCP shall perform a comprehensive health assessment on all adults in custody within 14 calendar days of arrival of the adult in custody at the Jail. Such assessment shall be performed by a qualified health professional and meet all requirements stipulated by the NCCHC standard for Fourteen-Day Health Assessment.

6.5 HCP will provide an RN or higher rated clinician to triage all healthcare requests by adults in custody.

7. Referrals.

7.1 HCP will be responsible for identifying, scheduling, and coordinating payment of all medical and mental health care services rendered to an adult in custody. Services shall include all testing, emergency, non-emergency, inpatient, and outpatient services.

7.2 HCP must utilize agreements of discounted provider network. In the event an out-of-network provider/facility is used, HCP shall negotiate single-case agreements for discounts on services, equipment, or supplies.

7.3 HCP shall seek reimbursement from all available sources including private insurance and Medicare or Medicaid for all healthcare provided.

8. Dental. HCP will refer an adult in custody to a dental provider in the case of a dental infection or severe pain for treatment. Services shall include basic dental services necessary to relieve pain, infection, and preserve salvageable teeth.

9. Chronic Care.

9.1 HCP will provide a chronic disease/illness program to decrease the frequency and severity of symptoms, prevent disease progression and complications, and improve function of the affected detainee(s).

9.2 This program shall entail the development and implementation of individual treatment plan(s) by a qualified clinician specifying instructions on diet, medication, diagnostic testing, and frequency of follow-up medical evaluation. Adjustment of treatment modalities as clinically indicated.

9.3 HCP will not change or discontinue medications without consulting with the current prescribing provider if they are available.

9.4 HCP will monitor and make recommendations for detainees with regard to therapeutic diets.

9.5 HCP shall provide a review of chronic care patients at a minimum of every three (3) months by a qualified physician.

9.6 HCP shall provide identification, testing, counseling, education, care, treatment, and follow-up for human immunodeficiency virus (HIV)/acquired immunodeficiency syndrome (AIDS) and AIDS-related conditions as well as hepatitis C, diabetes, dialysis, and cancer. This responsibility shall include the provision for payment of all related medications.

9.7 HCP shall provide identification, testing, counseling, education, care, treatment, and follow-up of Methicillin-resistant Staphylococcus aureus (MRSA) and related conditions. This responsibility shall include the provision for payment for medical care and pharmaceuticals.

9.8 HCP shall maintain a roster of chronic care patients.

10. Mental Health.

10.1 HCP will provide mental health counseling and psychiatric services to the adults in custody population in compliance with NCCHC standard J-G-04. Such services shall include:

10.1.1 24-hour on-call psychiatric consultation for detainees experiencing crisis, psychosis, active or potential suicidal ideation, depression, emotional/cognitive disorder, or other mental health issues.

10.1.2 Evaluation by a QMHP for mental health problems identified upon intake into the Jail system within 24 hours.

10.1.3 Mental health evaluation of detainees exhibiting unusual or bizarre behavior within 24 hours of identification by Jail staff.

10.1.4 Mental health assessment and evaluation by adult in custody's request within two weeks of the request.

10.1.5 On-call availability of mental health treatment provider for crisis intervention and management of acute psychiatric episodes, and involuntary medications as deemed necessary and appropriate by the provider and within established protocols.

10.1.5.1 HCP will ensure that qualified medical staff are available and on call at all times to conduct an assessment of any adult in custody placed in body restraints or a safety cell. A medical assessment shall occur as soon as possible, but in no case later than one (1) hour after the individual has been secured in restraints or a safety cell, in accordance with the Gila County Adult Detention Policies and Procedures Manual, Chapter 300, Section 23.

10.1.6 Stabilization of individuals presenting with elevated symptoms related to a mental illness.

10.1.7 Prevention of psychiatric deterioration in the Jail setting.

10.1.8 Identification, treatment, and referral of individuals deemed a danger to self or others and requiring inpatient services.

10.1.9 Medication evaluation and monitoring.

10.1.10 Daily monitoring of segregated housing for chronically impaired.

10.1.11 Active coordination with County mental health staff and community provider agencies.

10.1.12 Suicide assessment, intervention, and monitoring of adults in custody on suicide watch (NCCHC J-G-05).

10.2 HCP must provide onsite mental health coverage seven (7) days a week. During the weekdays (Monday through Friday), the Jail requires this position to be onsite until 6:00 p.m. due to court proceedings.

10.3 HCP must have a process and procedures in place for involuntary medication of adults in custody who are in mental health crisis, gravely disabled, and either dangerous to self or others, which complies with the requirements of Washington v. Harper, 494 US 210 (1990); US v. Loughner, 672 F.3d 731 (9th Cir. 2012); and subsequent cases.

11. Discharge Planning.

11.1 HCP will have a discharge planning process for all adults in custody who are under medical or mental health care or require continued care upon release.

11.2 HCP will make every attempt at discharge planning when adults in custody are released with short notice.

11.3 HCP shall provide adults in custody a referral to a community clinician for ongoing care at the time of release.

11.4 Upon release, HCP will provide the adult in custody a three (3)-day supply of necessary medication and coordinate with the community provider.

11.5 HCP shall have a pre-release transition plan developed with Jail staff to provide continuity of care, post-release, to meet the NCCHC standards which include:

11.5.1 Formal linkages between the facility and community-based organizations.

11.5.2 Lists of community health professionals.

11.5.3 Discussions with the adults in custody that emphasize the importance of appropriate follow-up care and aftercare.

11.5.4 Specific appointments and medications that are arranged for the patient at the time of release.

11.5.5 Health information such as problem list, current medications, allergies, procedures, and test results will be exchanged with community clinician prior to any scheduled appointment.

11.6 For adults in custody who have a need to continue medications after release, HCP shall supply a written prescription for those medications (by either giving to the adult in custody directly or faxing to a local pharmacy) so that the adult in custody may obtain needed medication in a timely manner (Wakefield v. Thompson, 177 F.3d 1160 (9th Cir. 05/27/1999)).

12. Pharmacy Services.

12.1 HCP will provide full pharmacy services to the Jail. Pharmaceutical services include a qualified medical clinician prescribing the medications, filling of the prescription, dispensing of medications, and necessary recordkeeping.

12.2 HCP shall use a formulary considering current and ongoing evaluation of medication efficacy and cost value that allows generic medications to be substituted for brand name medications whenever possible.

12.3 HCP will maintain and track pharmacy budgetary costs and formulary.

12.4 The system shall include prescription medications and over-the-counter medications. Adults in custody will be given limited access to over-the-counter medications issued by HCP. HCP will educate adults in custody on the commissary function in the Jail to access over-the-counter medications.

12.5 All prescription medications shall be prescribed by a qualified prescribing provider.

12.6 All prescription medications shall be administered by an appropriate licensed staff member.

12.7 All controlled substances, syringes, needles, and surgical instruments will be stored under security conditions acceptable to the County.

12.8 HCP shall comply with all applicable state and federal regulations regarding prescribing, dispensing, administering, procuring, and storing pharmaceuticals.

12.9 HCP shall maintain starter doses of medications which, if not readily available, could compromise the detainee's health status. HCP will have agreements in place with local pharmacies for emergency purchases of medications to avoid out-of-stock situations.

12.10 HCP shall notify Jail Command should an adult in custody not receive their medication for any reason other than refusal by the adult in custody within one (1) hour.

12.11 HCP shall ensure that all detainees receive their prescribed medications as prescribed.

12.12 Pharmacy services must include the availability of Methadone or other similar medication.

12.13 Pharmacy services must include MOUD for addiction. A copy of contractor's MOUD protocol, including the specific drugs prescribed, shall be provided as part of the proposal.

13. Tuberculosis (TB) Screening.

13.1 HCP shall provide in-custody TB testing/screening within 24-48 hours after incarceration for approximately 200 inmates annually.

13.2 HCP shall provide a prescription for three (3) to five (5) days of medication to adults in custody who are transferred to the Jail.

14. Intoxication and Withdrawal.

14.1 HCP shall have a protocol to provide intoxication and withdrawal treatment, support, and medical services for drug and/or alcohol-addicted adults in custody (NCCHC J-G-06 and J-G-08).

14.2 HCP shall provide intermittent monitoring of the adults in custody showing signs of intoxication or withdrawal to determine the health status of those individuals.

14.3 In severe cases, this monitoring shall include, at a minimum, documented vital signs and determination of the level of consciousness every two (2) hours, and medically appropriate detoxification treatment.

14.4 HCP must provide Suboxone or other appropriate treatment program accessibility to pregnant addicted adults in custody.

14.5 HCP must provide MOUD for the treatment of opiate addiction. MOUD program should sustain ongoing treatment for the complete duration of the adult in custody's incarceration and may include induction of MOUD.

15. Equipment and Supplies.

15.1 HCP shall use the supplies and equipment provided to ensure effective healthcare of the adults in custody.

15.2 HCP shall notify Jail Command and Contracts Administrator of any need for equipment and supplies used in the healthcare delivery system administered under this contract.

16. Infection Control.

16.1 HCP shall provide an Infection Control Program to include a national pandemic that reduces the risk of in-facility transmission of infectious/communicable conditions for staff, adults in custody, and County staff. The program must also include access to testing, education, and ongoing treatment.

16.2 HCP shall work collaboratively with State and local agencies as well as community providers.

17. County Sheriff's Office Staff Services.

17.1 HCP shall provide health training to Sheriff's Office staff in compliance with the NCCHC standard J-C-04 Health Training for Correctional Officers. This training is for comprehensive health issues experienced in jails as well as continuing training updates on current and pertinent jail health issues.

17.2 HCP shall provide staff with annual TB tests as well as hepatitis B vaccines.

18. Grievances.

18.1 HCP shall comply with the grievance review process and provide timely responses to grievances pursuant to Jail Policy and Procedures.

18.2 HCP shall provide remedies for any medical grievance that is sustained by the County at the last stage of the grievance process.

19. Performance Standards. Responders must demonstrate the capability to meet or exceed the following:

19.1 *Intake & Assessment.*

- 19.1.1 Intake screening within 30 minutes (100%).
- 19.1.2 Nursing assessment within 24 hours.
- 19.1.3 Mental health screening for flagged inmates within one (1) hour.
- 19.1.4 Withdrawal-risk evaluation within 15 minutes (nurse) and two (2) hours (provider).

19.2 *Sick Call & Provider Services.*

- 19.2.1 Urgent sick call triaged within one (1) hour.
- 19.2.2 Routine sick call completed within 24 hours.
- 19.2.3 Urgent provider evaluations within eight (8) hours.
- 19.2.4 Routine provider appointments within 72 hours.

19.3 *Emergency Medical Response.*

- 19.3.1 Response within three (3) minutes to all in-custody emergencies.
- 19.3.2 Monthly documented emergency drills.

19.4 *Medication Management.*

- 19.4.1 Medication administration rounds within one (1) hour of scheduled times.
- 19.4.2 Refill requests processed within 24 hours.
- 19.4.3 New orders given within four (4) hours.
- 19.4.4 Medication reconciliation within 12 hours of intake.

19.5 *Chronic & Preventive Care.*

- 19.5.1 Chronic care visits at least every 90 days.
- 19.5.2 Minimum 95% compliance with follow-up and lab schedules.

19.6 *Mental Health Care.*

- 19.6.1 Urgent evaluations within two (2) hours.
- 19.6.2 Routine evaluations within three (3) days.
- 19.6.3 Suicide watch evaluations within one (1) hour, with daily follow-ups.

19.7 *Grievances.*

- 19.7.1 24-hour acknowledgment.
- 19.7.2 Seven (7)-day resolution (≥95% compliance).
- 19.7.3 Urgent grievances resolved within 48 hours.

19.8 *Staffing.* Responders must submit:

- 19.8.1 A detailed staffing plan meeting GCSO requirements.

19.8.2 24/7 nursing coverage.
19.8.3 A method to maintain 95% staffing compliance.
19.8.4 Backup and contingency staffing plans.

19.9 *Reporting & Quality Assurance.* Responders must commit to:
19.9.1 Monthly chart audits.
19.9.2 Quarterly Continuous Quality Improvement (CQI) reporting.
19.9.3 Immediate reporting and investigation of sentinel events.
19.9.4 Annual performance summary to GCSO Administration.

20. Miscellaneous.

20.1 HCP shall be responsible for the handling and disposal of medical waste in accordance with State and local regulations.

20.2 HCP shall provide a consultation service to the County on any and all aspects of the healthcare delivery system for the Jail. This includes evaluation and recommendations concerning new programs, alternate pharmaceutical or healthcare delivery procedures that impact Jail deputies and other systems, and other matters relating to this contract upon which the County seeks the advice and counsel of the HCP.

20.3 HCP will participate and track the adults in custody co-pay program. The adults in custody fees collected will be for the use of the Jail and not the HCP. The HCP will not collect or handle any adults in custody funds.

20.4 HCP will work collaboratively with local and State government agencies as well as community providers in an effort to promote adults in custody and community health.

20.5 HCP must have a thorough understanding of the Americans with Disabilities Act (ADA) and be able to respond to patient needs with regard to ADA. HCP must work with the Jail Administration's ADA Coordinator on all accommodations.

20.6 HCP must have an understanding of Culturally and Linguistically Appropriate Services (CLAS) standards for the care of patients.

20.7 HCP shall provide reproductive care for patients and work with outside agencies and providers.

20.8 HCP shall have experience caring for geriatric patients.

21. Quality Assurance.

21.1 HCP shall provide a robust quality assurance program consistent with the NCCHC Medical Quality Assurance Program, which may include, but not be limited to, audit and medical chart review procedures.

21.2 HCP shall hold quarterly quality assurance meetings between Gila County Jail Command, the Contract Administrator, and HCP staff as required by the NCCHC. The purpose of this meeting will be:

21.2.1 To review significant issues and discuss changes to policy and procedures.

21.2.2 Document problems, brainstorm solutions, determine best solutions; determine impact to HCP and Jail staff; gain approval of HCP, County Manager, and Jail Commander; and develop change management strategy.

21.2.3 Determine the appropriate annual quality improvement studies per NCCHC standard for process and outcome studies. These will include:

21.2.3.1 Problem identification
21.2.3.2 Study
21.2.3.3 Plan developed and implemented
21.2.3.4 Results monitored and tracked
21.2.3.5 Improvement demonstrated or the problem is re-studied
21.2.3.6 Report on progress each quarterly meeting with the study(ies) completed by the end of each fiscal year.

21.2.4 HCP shall document all meeting notes.

21.3 A monthly Medical Advisory Committee (MAC) meeting is required to discuss the current issues, discuss monthly audit reports, identify problems, and report on potential high-cost adults in custody medical procedures. The meeting will be attended by the Contract Administrator, Gila County Jail Command, the Jail Liaison, medical file audit staff, medical and psychiatric clinicians, County qualified medical professional, and appropriate HCP staff. HCP will staff and provide administrative support to the Committee.

21.4 HCP will cooperate with County staff for monthly health file audits by making the requested health files available for review.

21.5 HCP will notify County staff of potential high-cost claims as they occur or are scheduled.

21.6 HCP will provide medical consultation and necessary healthcare services to adults in custody at the Payson Holding Facility, as needed, at levels and quality consistent with those provided at the Globe Detention Center.

21.7 HCP will attend meetings with County agencies and partners as requested.

22. Health Education of Detainees.

22.1 HCP will provide adults in custody with health education.

22.2 HCP shall develop and implement a health education program (formal classes or informational sessions) including pamphlets, videos, etc.

23. Transfer of Health Information.

23.1 HCP will have procedures in place to transfer health information between agencies due to transfer of adults in custody to other facilities.

23.2 All detainee transfers received from other facilities shall have an initial health screen by medical personnel before placement in Jail housing as if they were new adults in custody.

23.3 All patient records and all other health information (reports, operations data, meeting minutes, etc.) are the mutual property of HCP and Gila County and will be made available to Gila County on demand during and after the contract term in a format specified by the County.

24. Health Records.

24.1 HCP is required to use electronic health records.

24.2 HCP will have a health record tracking process. HCP must provide their own wireless capacity.

24.3 HCP must be able to integrate with other Gila County and contracted software systems.

24.4 HCP must maintain health records pursuant to the NCCHC standards as a minimum requirement.

24.5 All entries should be legible with signatures and titles of all persons having contact with the adults in custody.

24.6 All contact with the adults in custody related to health issues must be documented in the health record.

24.7 HCP will ensure that the health record contains documentation showing that the detainees received individual health education and instruction in self-care for their health condition(s).

24.8 All requests for medical care, i.e., paper requests, phone requests, and verbal requests, must be documented in the adult in custody's health record.

24.9 All health records (including mental health or dental records, medication logs, treatment logs, charts, etc.) will be made available immediately upon request to County staff as needed through the life of the contract.

24.10 Quality improvement records, policies and procedures, and other records related to this contract will also be made available to County staff as requested throughout the life of the contract.

24.11 HCP will maintain health and medical records and chart information regarding ordering and dispensing of medications and over-the-counter drugs issues to adults in custody.

24.12 HCP shall maintain complete and accurate medical, dental, and mental health records separate from the confinement records of the adults in custody. In any criminal or civil litigation where the physical

or mental condition of an adult in custody is at issue, HCP shall provide County with access to such records and, upon request, provide copies.

24.13 HCP must establish Electronic Health Record (EHR) connection to local hospitals and facilities when connection agreements are available.

24.14 HCP will provide Jail Command three (3) licenses to their EHR.

25. Reporting.

25.1 HCP will have reporting processes and capabilities to support both ad hoc reporting as well as a standard suite of reports to be developed cooperatively between HCP and Gila County.

25.2 Cost and quality assurance reporting must be submitted to the County monthly. Minimum reporting shall consist of:

25.2.1 Aggregate cost reporting, all claims processing including health billing data with key patient demographics and aggregate cost calculations for external providers, hospitalizations, and pharmacy payments must be completed by December 31 for the fiscal year ended June 30. Claims for prior fiscal year costs reported after December 31 will not be paid by the County and will be the responsibility of the HCP.

25.2.2 Status of the aggregate cost monthly.

25.2.3 Early notification to County for anticipated amounts over the estimated aggregate cost due to unusual or extraordinary procedures encountered during the fiscal year.

25.2.4 Quality assurance reports.

25.2.5 Monthly actual staff reports with hourly billing rates submitted within 15 days after the end of the month for review at the monthly Audit Committee meeting.

25.2.6 Monthly statistical reporting for review at the monthly Audit Committee meeting.

25.2.7 Monthly utilization statistics, monthly and annual prescription utilization, and annual formulary.

25.2.8 Medicaid and third-party insurance enrollment, billing, and payment data.

25.2.9 SUD statistics.

25.3 Quarterly reporting of adults in custody with mental health conditions to be provided to the County Mental Health Program. Report shall include:

25.3.1 Number of adults in custody with "mental illness," defined as individuals with mental health conditions identified on the State of Arizona's prioritized list of health services that are above the line as identified in the document. This document may be found at https://directorsblog.health.azdhs.gov/arizonas-first-ever-state-health-assessment/.

25.3.2 Number of adults in custody with "severe and persistent mental illness," which is defined as psychotic disorders and major affective disorders including severe recurrent depression and bipolar disorders.

25.3.3 Number of adults in custody placed on suicide watch.

25.3.4 Number of adults in custody suicides.

25.3.5 Number of times that HCP recommended use of forced medications and how many times forced medications actually occurred, and whether the administration for involuntary medications was pursuant to a psychiatric emergency or was done pursuant to the process for involuntary medications as set out in US v. Loughner, 672 F.3d 731 (9th Cir. 2012).

26. Cost Proposal and Invoicing.

26.1 Using the data provided in the background information section as a guide, and your understanding of the RFP requirements, provide your company's fixed price "Proposed Total Cost for Two (2) Years" and an estimate of ongoing costs up to five (5) total years. The proposal should address the full Scope of Services to be provided. If your company can offer another pricing strategy, describe in detail and project total cost for five (5) years.

26.2 HCP will provide monthly invoices. Staffing reports and other documentation requested by County including pharmaceutical and offsite care costs shall be included with each monthly invoice.

27. Transition Planning.

27.1 HCP will detail their preferred transition planning process, costs involved with the transition, and the estimated time it would take to transition from the current vendor.

27.2 The County intends to have a contract in place a minimum of 90 days prior to the expiration of the current contract. Provide a detailed implementation plan which includes a timeline and completion dates. Part of the implementation shall include a list of all staff coming onboard and associated credentials/licensure. Completed background check information is required prior to expiration of the current contract for employees and vendors who deliver to the Jail within ten (10) days of receiving the Notice of Award. This will allow the Sheriff's Office to complete background checks prior to employees coming on site.

27.3 HCP's transition staffing plan shall include a structured process for evaluating existing Gila County Jail medical personnel for employment opportunities under this Contract. HCP shall:

27.3.1 Offer an interview to all current Jail medical staff who express interest and who meet minimum qualifications for the applicable position;

27.3.2 Give preferential consideration to qualified existing Jail medical staff during the HCP's hiring process; and

27.3.3 Document its hiring decisions, including reasons why an existing staff member was or was not offered a position.

Nothing in this section requires the HCP to hire any individual who does not meet the Contractor's qualifications, staffing model, or performance expectations. Final hiring decisions remain the sole responsibility of the HCP.

28. Continuity of Operations Plan. Successful Responder shall provide a contingency plan to provide for services in the event of unexpected interruptions of the normal working conditions, i.e., power failure, fire, inclement weather, riot, lockdown, labor strikes, or acts of God that would preclude normal expectations.

CONTRACT COMPLIANCE METRICS

The HCP shall meet the following measurable thresholds as part of contractual obligations:

Timeliness

- Intake Screening: 100% within 30 minutes
- Nursing Assessment: 100% within 24 hours
- Urgent Triage: ≤ One (1) hour
- Routine Sick Call: ≤ 24 hours
- Urgent Provider Care: ≤ Eight (8) hours
- Routine Provider Visit: ≤ 72 hours

Medication

- Medication Pass Compliance: ≥ 95%
- Refill Processing Within 24 Hours: ≥ 95%
- New Orders Timeliness: ≥ 95%
- Medication Reconciliation: 100% within 12 hours

Mental Health

- Routine Evaluations Within Three (3) Days: ≥ 95%
- Suicide Watch Evaluations (Initial & 24 Hour Follow-Up): 100%

Grievances

- 24-Hour Acknowledgment: 100%
- Seven (7)-Day Resolution: ≥ 95%

Staffing

- Maintain 95% of approved staffing coverage at all times.

(Remainder of page intentionally left blank.)

ENFORCEMENT

Failure to comply with the Performance Standards in Job/Project Description Section 19 and Contract Compliance Metrics may result in:

- Corrective action plans
- Withholding of payments
- Liquidated damages
- Contract modification or termination
- Disqualification from future RFP consideration

PROPOSAL REQUIREMENTS

All proposals submitted for this solicitation must include:

1. **Compliance Plan.** A detailed plan describing how the Responder will meet all Performance Standards in Job/Project Description Section 19 and all Contract Compliance Metrics.

2. **Staffing Plan.**
   - 24/7 nurse coverage
   - Provider onsite hours and on-call availability
   - Backup staffing procedures
   - Plan for maintaining 95% staffing levels

3. **Quality Assurance Plan.**
   - Monthly audits
   - CQI reporting process
   - Sentinel event reporting process

4. **Performance Monitoring Tools.** Responders must provide sample dashboards, forms, or software solutions used to track compliance with performance metrics.

5. **Cost Proposal.** Complete cost structure including staffing, supplies, pharmaceuticals, and administrative overhead.

(Remainder of page intentionally left blank.)

EVALUATION CRITERIA

Vendor Qualifications and Experience - Years of experience providing correctional healthcare - Experience with similar jail size and inmate population - References from comparable facilities - Accreditation (NCCHC, ACA, etc.)	**Maximum Possible Points: 20** - 18-20: Extensive correctional healthcare experience; strong references; accredited - 14-17: Solid experience; acceptable references - 8-13: Limited correctional experience - 0-7: Insufficient or irrelevant experience
Clinical Staffing Plan & Staffing Levels - Proposed FTEs and staffing schedule (RN, LPN, NP/PA, MD, mental health) - On-site hours vs. on-call availability - Recruitment & retention strategy - Coverage for leave/vacancies	**Maximum Possible Points: 25** - 22-25: Staffing exceeds minimum needs; robust coverage plan - 18-21: Meets needs; reasonable contingency planning - 10-17: Bare minimum coverage or unclear staffing plan - 0-9: Unrealistic, incomplete, or noncompliant
Quality of Clinical Care & Compliance - Intake screening, sick call procedures, chronic care protocols - Medication administration procedures - Emergency care readiness - Compliance with NCCHC/ACA standards - Continuous quality improvement (CQI) plan	**Maximum Possible Points: 20** - 18-20: Fully detailed, clear, compliant, strong CQI - 14-17: Meets standard expectations - 8-13: Several gaps or unclear procedures - 0-7: Major deficiencies or risk concerns
Mental Health Services - Mental health staffing qualifications - Suicide prevention procedures - Crisis intervention & monitoring - Continuity of care	**Maximum Possible Points: 15** - 13-15: Comprehensive mental health program - 10-12: Adequate but not robust - 5-9: Minimal coverage - 0-4: Noncompliant or high-risk gaps
Cost Proposal & Value - Total annual cost - Transparency of pricing - Alignment of services with cost - Cost control measures and risk-sharing	**Maximum Possible Points: 15** - 13-15: Best value; detailed and cost-effective - 10-12: Reasonably priced - 5-9: High cost or unclear pricing - 0-4: Unacceptable or unrealistic pricing
Implementation & Transition Plan - Transition timeline - Training plan - EHR integration - Risk mitigation	**Maximum Possible Points: 5** - 5: Excellent, turnkey plan - 3-4: Adequate plan - 1-2: Minimal or incomplete - 0: No plan provided

CRITICAL DATES

Solicitation Publication Date	December 26, 2025
Inquiries Due	January 13, 2026 at 3:00 PM
Proposals Due	**January 20, 2026 at 3:00 PM**
Solicitation Opening	January 20, 2026 at 3:15 PM
Anticipated Contract Award	March 2026

INSTRUCTIONS TO RESPONDERS

IMPORTANT: EXHIBIT "A" : INSTRUCTIONS TO RESPONDERS AND EXHIBIT "B" : RESPONDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C" : MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" AND "B."

EXHIBIT "A" : INSTRUCTIONS TO RESPONDERS

Preparation of Sealed Proposal

1. Sealed proposals will be received by the Gila County Procurement Group from qualified Responders to deliver the product(s), goods, and services named herein, to establish a contract for specified locations within Gila County. The County seeks sealed proposals only from qualified, experienced Responders able to provide services which are, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this Request for Proposals package. It is permissible to copy these forms if required, but copies must be single sided and have original signatures.

2. Before submitting its proposal and qualification form, each Responder shall familiarize itself with the Scope of Work, laws, regulations, and other factors affecting performance of work. Responder shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work.

   The submission of a proposal will constitute a representation of compliance by the Responder. There will be no subsequent financial adjustment other than that provided for by the Contract for lack of such familiarization.

3. Responders must complete all forms provided in this Request for Proposals package in full, original signatures in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of proposal and made a part of this Contract.

   The County will use the proposal and Qualification and Certification Form in evaluating the capacity of Responder(s) to perform the scope of services as set forth in the Contract. Failure of any Responder to complete and submit the price sheet and signature and offer page at time and place of opening proposals may be grounds for automatic disqualification of the Responder from further consideration.

4. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of authority of the person signing shall be furnished.

5. The full name of each person or company interested in the Request for Proposals shall be listed on the proposal.

6. No alterations in proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise, will be acceptable unless each such alteration is signed or initialed by the Responder; if initialed, the County may require the Responder to identify any alteration so initialed.

Addenda

Any addendum issued as a result of any change in this Request for Proposals must be acknowledged by all Responders in the following manner:

1. Completion of the Responder Checklist & Addenda Acknowledgment form.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manner may result in a proposal being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Responder Checklist & Addenda Acknowledgment Form must be signed and dated.

Inquiries

Any questions related to this Request for Proposals must be directed to those whose names appear on the Notice only. Responders shall not contact or ask questions of the department for whom the requirement is being procured. Procurement requires all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. Responder must not place the Request for Proposals number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official Request for Proposals due date and time. **Questions received after 3:00 p.m. Tuesday, January 13, 2026, will not be answered** to allow a reply to reach all potential Responders before submissions of their proposal. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Proposals

Any proposal received later than the date and time specified on the notice for proposal will be returned unopened. Late proposals shall not be considered. Any Responder submitting a late proposal shall be so notified.

Submittal Proposal Format

It is required that one (1) original and two (2) copies with original signatures (3 TOTAL) of the required forms and Offer Page shall be submitted in the format specified in the Request for Proposals. The original proposal submission should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFP. The County will not be liable for any cost incident to the preparation of proposal, materials, reproductions, presentations, copyright infringements, etc. Facsimiles, mailgrams, or emails shall not be considered. **Spiral bound proposals are not permitted.** Failure to include all required documents, **all with original signatures**, may invalidate the proposal.

1. By signature in the offer section of the offer and acceptance page, Responder certifies:
    A. The submission of the offer did not involve collusion or other anti-competitive practices.
    B. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
    C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona will be allowed by the Responder(s) awarded the contract to provide the same services, at the same prices stated in the proposal. Delivery charges may differentiate depending on geographic location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of proposals.

3. The County is not responsible for any Responder's errors or omissions. Negligence in preparing an offer confers no right to the Responder unless the Responder discovers and corrects such errors prior to the proposal deadline.

All proposals shall be submitted in a sealed envelope, one (1) original and two (2) copies with original signatures shall be provided by the Responder. The following should be written on the envelope:

RFP NO. 08172025
HEALTHCARE FOR IN-CUSTODY ADULTS
JANUARY 20, 2026 3:00 PM
RESPONDER'S NAME
RESPONDER'S ADDRESS

The Responder(s) shall assume full responsibility for timely delivery at the location designated in the notice. No proposals will be accepted after 3:00 p.m. Arizona Time, Tuesday, January 20, 2026. Proposals will be opened at 3:15 p.m. Arizona Time, Tuesday, January 20, 2026. Spiral bound proposals are not permitted.

Notifications to Responders
The Responder must supply all the information required by the bid documents. All proposals shall be made on the bid forms prepared by Gila County. The proposal must include the following forms:

- Pricing Proposal – Healthcare for In-Custody Adults
- Qualification & Certification Form
- Reference List
- Certification That There Was No Collusion in Bidding for Contract
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification of Intentions Concerning Subcontracting
- Legal Arizona Workers Act Compliance
- Israel Boycott Certification
- Certification of No Forced Labor
- Responder's Checklist & Addenda Acknowledgment
- Offer Page
- Gila County Acceptance of Offer (not signed)

Failure to include all above-listed documents, all signed by an authorized agent of the firm, may invalidate the bid. Prices shall include all applicable taxes.

Arizona Licenses and Registrations
Prior to submission of bids, Responders must have the appropriate Arizona licensure and certifications of a type which meets all criteria and requirements to perform the work as specified in the Request for Proposals.

Pre-Bid Award Review
After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged addenda, incomplete proposals, nonconformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to initial review, all remaining proposals shall be reviewed by the County department overseeing the project to evaluate the information submitted, perform tests when necessary, and make comparisons in order to approve or reject the proposal. If rejected, the Gila County Procurement Group shall give written notice to the Responder.

Evaluation of Proposal and Negotiations

The Finance Director may appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Request for Proposals. The Board of Supervisors shall not act in the capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Request for Proposals.

For the purpose of conducting negotiations, the County shall determine what proposals are susceptible for being selected for award. A determination that a proposal is unacceptable shall be in writing, state the basis of the determination, and be retained in the County files. If it is determined a proposal is not reasonably susceptible of being selected for award, the Responder shall be notified and shall not be afforded an opportunity to modify its proposal.

Negotiations with Individual Contractors

Gila County may establish procedures and schedules for conducting negotiations. Disclosure of a Responder's price or any information derived from competing proposal prices, or any information derived from competing proposals, is prohibited.

1. Any response to a request for clarification of a proposal shall be in writing.
2. Gila County shall keep a record of all negotiations.

For the purposes of conducting negotiations with Responders, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

1. *Concurrent Negotiations*. Negotiations may be conducted concurrently with responsible Responders for the purpose of determining source selection and/or contract award.
2. *Exclusive Negotiations*. A determination may be made by the Finance Director to enter into exclusive negotiations with the responsible Responder whose proposal is determined in the selection process to be most advantageous to the County.

Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations.

1. A determination to conduct exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Responder.
2. If exclusive negotiations are conducted and an agreement is not reached, the County may enter into exclusive negotiations with the next highest rank Responder without the need to repeat the formal solicitation process.

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any, all or some proposals, by individual line item, by group of line items, or as total, or any part thereof, whichever is deemed to be in the best interest of and most advantageous to the County of Gila.

   Notwithstanding any other provisions of the Request for Proposals, the County reserves the right to:
   A. Waive any immaterial defects or informalities; or
   B. Reject any or all proposals or portions thereof; or
   C. Reissue a Request for Proposals.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Responder(s). To ensure that all Responders are experienced, reasonably equipped, and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the proposal of any Responder(s) who has previously failed to perform adequately after having once been awarded a prior proposal for furnishing and installing materials similar in nature or providing similar services.

4. All submitted forms provided in this Request for Proposals will be reviewed by the Gila County Board of Supervisors.

5. Those Responder(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose proposals are most advantageous to the County, may be invited to appear before the Board for an oral review.

6. The apparent successful Responder(s) shall sign and file with the County, within ten (10) days after the date of the Notice of Intent to Award, all documents necessary to successfully execute the Contract.

Protests

Only other Responders who have submitted a timely proposal under this Request for Proposals have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include:

1. Name, address, and telephone number of the protester.
2. Signature of the protester or its representative and evidence of authority to sign.
3. Identification of the contract and the solicitation or contract number.
4. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This Contract shall be governed and enforced under the laws of the State of Arizona and Gila County. Responder shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Responder. The Responder shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

Confidentiality

Responder shall keep the information related to all contracts and subcontracts in strict confidence. Other than the reports submitted to the County, the Responder shall not publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as necessary to restrict access to the information to those employees on staff who must have the information on a "need to know" basis, and Responder agrees to immediately notify the County in writing in the event it is determined, or there is reason to suspect, a breach of confidence has occurred. Execution of a confidentiality agreement will be required of the successful Responder.

Non-Collusion

Gila County requires free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Gila County's needs and the accomplishment of a sound economical operation. The Responder's signature on its proposal guarantees that any prices offered have been established without collusion with other eligible Responders and without effort to preclude Gila County from obtaining the lowest possible competitive price.

EXHIBIT "B" : CONTRACT AWARD AGREEMENT

GILA COUNTY
CONTRACT NO. 08172025
Healthcare for In-Custody Adults

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated "County," and _____ of the _____, County of _____, State of Arizona, party of the second part, hereinafter designated "Contractor."

WITNESSETH: That said Contractor, for and in consideration of the sum to be paid them by County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bond hereto attached, hereby agrees for themselves, their heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – DEFINITIONS

"Attachment" means any item the Solicitation requires the Responder to submit as part of the Offer.

"Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Responders, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Addendums or Contract Amendments.

"Contract Amendment" means a written document signed by the Gila County Board of Supervisors or the County Manager or their designee that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the County.

"County" means Gila County and any Department or Office of the County.

"County Board of Supervisors" means the contracting authority for the County. The County Manager is authorized to sign contracts and amendments up to $50,000 on behalf of the Board of Supervisors.

"Days" means calendar days unless otherwise specified.

"Director" means the Finance Director (Chief Financial Officer) for Gila County.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

"Fiscal Year" means the period beginning July 1 and ending June 30.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

"Materials" means all property, including equipment, supplies, printing, insurance, and leases of property but does not include land, a permanent interest in land or real property, or leasing space.

"May" means something that is not mandatory but permissible.

"Office or User Department" means the County elected official's office or County division responsible for managing the Contract and/or the project.

"Offer" means bid, proposal, or quotation.

"Procurement Officer" means the person, or his or her designee, duly authorized by the County to administer Contracts and make written determinations with respect to the Contract.

"Responder" means a vendor who responds to a Solicitation.

"Services" means the furnishing of labor, time, or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

"Shall, Will, Must" means a mandatory requirement.

"Should" means something that is recommended but not mandatory.

"Solicitation" means an Informal Bid Request ("IBR"), Invitation for Bids ("IFB"), Request for Proposals ("RFP"), Request for Qualifications ("RFQ"), or Request for Quotations ("RFQ").

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

ARTICLE 2 – SCOPE OF WORK

2.1 Scope of Work. Contractor shall perform the services described in the Scope of Work and Deliverables items contained in the "Job/Project Description" section of the Request for Proposals (RFP No. 08172025), which is incorporated herein by reference, together with Contractor's proposal as accepted by the County. In the event of a conflict between the RFP and Contractor's proposal, the RFP shall govern unless otherwise expressly agreed in writing.

2.2 Once the proposal has been awarded, the proposal number 08172025 will become the contract number.

ARTICLE 3 – CONTRACT INTERPRETATION

3.1 Arizona Law. This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in the Gila County Superior Court, Globe, Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the County and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Special Terms and Conditions;
3.3.2 Uniform Terms and Conditions;
3.3.3 Statement or Scope of Work;
3.3.4 Specifications;

3.3.5 Attachments;
3.3.6 Exhibits;
3.3.7 Documents referenced or included in the Solicitation.

3.4 Relationship of Parties. Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

ARTICLE 4 – CONTRACT ADMINISTRATION AND OPERATION

4.1 Notice to Proceed/Ordering Authority. Contractor agrees to render goods or services promptly and diligently upon receipt of a written purchase order or notice to proceed. Prior to receiving this notice, Contractor shall not commence any billable activities in the performance of the Contract. Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County inclusive of, but not limited to, contract termination, suspension and/or debarment of Contractor. A signed Contract and valid purchase order must be in place prior to the start of any work each year, including renewal periods.

4.2 Records. Under A.R.S. § 35-214 and § 35-215, Contractor shall retain and contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the County at reasonable times. Upon request, Contractor shall produce a legible copy of any or all such records.

4.3 Non-Discrimination. Contractor shall comply with State of Arizona Executive Order No. 2009-9 and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

4.4 Contractor Business Facilities and Business Practices. Contractor's personnel, facilities, and equipment shall be in full compliance with all applicable federal, state, and local health, environmental, and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by the County.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the Contract.

4.5 Drug-Free Workplace Program. Contractors are hereby advised that Gila County has adopted a policy establishing a drug-free workplace for itself and as a requirement for Contractors doing business with the County, to ensure the safety and health of employees working on its contracts/projects. Contractor shall require

a drug-free workplace for all employees working under the Contract. Specifically, all Contractor employees who are working under this Contract shall be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug-free workplace in accordance with the Policy may result in termination of the Contract and possible debarment from bidding on future contracts/projects.

4.6 Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and six (6) years thereafter, Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

4.7 Facilities Inspection and Materials/Service Testing. Contractor agrees to permit access to its facilities, subcontractor facilities, and Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If County determines noncompliance of the materials, Contractor shall be responsible for the payment of all costs incurred by County for testing and inspection. All material or service is subject to final inspection and acceptance by County. Material or service failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned. If defective goods are returned or services must be re-performed, all costs are the responsibility of Contractor.

4.8 Notices. Notices to Contractor required by this Contract shall be made by County to the person indicated on the Offer and Acceptance of Offer forms submitted by Contractor unless otherwise stated in the Contract. Notices to County required by the Contract shall be made by Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

4.9 Advertising, Publishing, and Promotion of Contract. Contractor shall not use, advertise, or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

4.10 Property of the County. Any materials, including reports, computer programs, and other deliverables, created under this Contract are the sole property of County. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of County.

4.11 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve County or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant backup services, or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

4.12 Ownership of Intellectual Property. Any and all intellectual property including, but not limited to, copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property") shall be work made for hire and

County shall be considered the creator of such Intellectual Property. The County department requesting the issuance of this Contract shall own (for and on behalf of County) the entire right, title, and interest to the Intellectual Property throughout the world. Contractor shall notify the County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in County and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than County. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not County without the express written authorization of the County department requesting the issuance of this Contract.

4.13 Confidentiality of Records. Contractor shall maintain the confidentiality and privilege of any documents that Contractor has access to which have been designated by County as confidential or privileged. Contractor shall establish and maintain procedures and controls that are acceptable to County for the purpose of assuring that no information contained in its records obtained from County or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by County.

4.14 Federal Immigration and Nationality Act. Contractor shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. County shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should County determine that Contractor and/or any subcontractors be found noncompliant, County may pursue all remedies allowed by law including, but not limited to, suspension of work, termination of the Contract for default, and suspension and/or debarment of Contractor.

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

4.16 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and § 35-393, Contractor certifies that Contractor does not have scrutinized business operations in Sudan or Iran.

ARTICLE 5 – COST

5.1 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

5.2 Applicable Taxes. Contractor shall be responsible for paying all applicable taxes.

County is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and shall require all subcontractors to, hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under

Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Workers' Compensation.

In order to receive payment, Contractor shall have a current IRS W-9 form on file with County unless not required by law.

5.3 Availability of Funds for the Next County Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current County fiscal year. No legal liability on the part of County for any payment may arise under this Contract beyond the current County fiscal year until funds are made available for performance of this Contract.

5.4 Availability of Funds for the Current County Fiscal Year. Should the County Board of Supervisors reduce the appropriations for any reason and these goods or services are not funded, County may take any of the following actions: accept a decrease in price offered by Contractor; cancel the Contract; or cancel the Contract and resolicit the requirements.

ARTICLE 6 – CONTRACT CHANGES

6.1 Amendment. This Contract is issued under the authority of the County Board of Supervisors who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer. Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by Contractor, either directly or indirectly, shall be considered employees or agents of Contractor and not County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of County to pay any subcontractor. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

6.3 Assignment and Delegation. No right or interest in this Contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Responder/Contractor shall be made without prior written permission of County's Chief Financial Officer. This Contract and all of the terms, conditions, and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. County shall not unreasonably withhold approval of assignment/delegation and shall notify the Responder/Contractor of the County's position within fifteen (15) days of receipt of written notice.

ARTICLE 7 – RISK AND LIABILITY

7.1 Risk of Loss. Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with Contractor regardless of receipt.

7.2 Indemnification. Contractor agrees to defend, indemnify, and hold County, its elected officials, officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes

of action, fines, or judgments, including costs, attorneys' fees, witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of County) and all other types of claims resulting from the actual or alleged negligence, misconduct, or fault of Contractor resulting from acts or omissions of Contractor, its employees, agents, or subcontractors in the performance of the Contract.

Contractor shall assume risk of loss until delivery to the County's facility. Contractor shall do nothing to prejudice County's right to recover against third parties for any loss, destruction, or damage to County property and shall, at County's request and expense, furnish reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of County in obtaining recovery. In any instance where Contractor has accepted a tender from County, Contractor agrees to update County during the course of the litigation and to timely notify County of any issues that may involve the independent negligence of County that is not covered by the tender.

Without limiting the foregoing, Contractor shall, without limitation, at its expense, defend County against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret, or other intellectual property right and shall, without limitation, pay the costs, damages, and attorneys' fees awarded against County in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against County's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for County the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to County an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than five (5) year, and plus any additional costs County may incur to acquire substitute supplies or services.

County assumes no liability for actions of Contractor and shall not indemnify or hold Contractor or any third party harmless for claims based on this Contract or use of Contractor-provided supplies or services. Neither party shall be liable for incidental, special, or consequential damages.

7.3 Force Majeure. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences: late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be

delivered or mailed certified, return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

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

7.5 Care of County Property. Contractor will be responsible for any damages to County property when such property is the responsibility of or in the custody of Contractor or its employees.

ARTICLE 8 – WARRANTIES

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

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, Contractor warrants that, for one (1) year after acceptance by County of the materials, they shall be: of a quality to pass without objection in the trade under the Contract description; fit for the intended purposes for which the materials are used; within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units; adequately contained, packaged, and marked as the Contract may require; and conform to the written promises or affirmations of fact made by Contractor.

8.3 Quality of Work. Contractor shall be responsible for the professional quality and technical accuracy of the goods and services provided under this Contract. Services shall be performed in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state, and local statutes, rules, codes, laws, ordinances, regulations, and restrictions. Responder shall work closely with County and provide all reports and documents, including proposed corrective work through County's Chief Financial Officer or her designee.

8.4 Fitness. Contractor warrants that any material supplied to County shall fully conform to all requirements of the Contract and all representations of Contractor, and shall be fit for all purposes and uses required by the Contract.

8.5 Inspection/Testing. The warranties set forth in subparagraphs 8.1 through 8.3 of this article are not affected by inspection or testing of or payment for the materials by County.

8.6 Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state, and local laws, and Contractor shall maintain all applicable licenses and permit requirements.

8.7 IT 508 Compliance. Unless specifically authorized in the Contract, any electronic or information technology offered to County under this solicitation shall comply with 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.

8.8 Survival of Rights and Obligations After Contract Expiration or Termination. All representations and warranties made by Contractor under this Contract shall survive the expiration or termination thereof. In addition, the parties hereto acknowledge that, pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, County is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

ARTICLE 9 – COUNTY'S CONTRACTUAL REMEDIES

9.1 Right to Assurance. If County in good faith has reason to believe that Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand may, at County's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.

9.2 Stop Work Order. County may, at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by County after the order is delivered to Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is cancelled or the period of the order or any extension expires, Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-Exclusive Remedies. The rights and remedies of County under this Contract are not exclusive.

9.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

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

ARTICLE 10 – CONTRACT TERMINATION

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, County may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of County is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party

to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when Contractor receives written notice of the cancellation unless the notice specifies a later time.

10.2 Gratuities. County may, by written notice, terminate this Contract, in whole or in part, if County determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of County for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. County, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by Contractor.

10.3 Suspension or Debarment. County may, by written notice to Contractor, immediately terminate this Contract if County determines that Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify County.

10.4 Termination for Convenience. County reserves the right to terminate the Contract in whole or in part at any time when in the best interests of County, without penalty or recourse. Upon receipt of the written notice, 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 County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the Contract shall become the property of and be delivered to County upon demand. Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

10.5 Termination for Default. County reserves the right to terminate any part or all of a contract resulting from this Solicitation if Contractor fails to carry out any term, promise, or condition of the Contract. County will issue a written Notice of Default to Contractor if, in the opinion of the County, Contractor:

10.5.1 Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Contract resulting from this Solicitation.
10.5.2 Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days.
10.5.3 Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the Contract.
10.5.4 Provides services that do not meet the requirements of the Contract or conducts business in an unethical or illegal manner.
10.5.5 Fails to complete the required work or fails to perform required services within the time frame stipulated.
10.5.6 Fails to materially perform or comply with the terms and conditions of the Contract resulting from this Solicitation.

Failure of Contractor to remedy any problems noted by the deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the Contract shall give County cause to cancel this Contract.

If County terminates the Contract, Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, Contractor agrees to perform under the terms

and conditions of this Contract up to and including the date of termination as though no termination has been made. In addition, Contractor shall deliver to the Procurement Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or not.

If the Contract is terminated for default, County reserves the right to purchase the goods and/or services required under the Contract from the open market, to complete required work itself, or have it completed at the expense of Contractor.

County may recover any excess costs by (1) deduction from an unpaid balance due to Contractor; (2) collection against the proposal and/or performance security, if any; (3) collection against liquidated damages, if applicable; or (4) a combination of the aforementioned remedies or other remedies as provided by law.

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

ARTICLE 11 – CONTRACT CLAIMS

All claims and controversies shall be subject to the Gila County Procurement Code.

ARTICLE 12 – ARBITRATION

It is understood and agreed that no provision of any resulting contract shall require arbitration upon County except by County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section. Any contract dispute not resolved by negotiation or arbitration shall be resolved by order, decision, or judgment of the Gila County Superior Court.

SPECIAL TERMS AND CONDITIONS

ARTICLE 13 – INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all 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 Contractor, their 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. County in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Contract by Contractor, their agents, representatives, employees, or subcontractors, and Contractor is free to purchase additional insurance as may be determined necessary.

(Remainder of page intentionally left blank.)

13.1 Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

13.1.1 **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, 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
• Each Occurrence	$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor."**

13.1.2 **Workers' Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
• Each Accident	$100,000
• Disease – Each Employee	$100,000
• Disease – Policy Limit	$500,000

Policy shall contain a **waiver of subrogation** against the County of Gila.

13.1.3 **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

Policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor, including automobiles owned, leased, hired, or borrowed by the Contractor."**

13.1.4 **Professional Liability (Errors and Omissions Liability)**

Contractor shall maintain professional liability insurance covering errors, omissions, negligence, and malpractice arising out of the professional services required by this Contract. Coverage shall apply to the Contractor entity and to all licensed medical professionals performing services under this Contract, whether as employees, agents, or subcontractors. Proof of such coverage shall be provided for each such individual or through the Contractor's policy.

• Each Claim	$2,000,000
• Annual Aggregate	$2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that: 1) any retroactive date under the policy shall precede the effective date of this Contract; and, 2) either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

Contractor shall provide proof of adequate coverage insuring against claims of medical negligence for all licensed medical professionals performing services under this Contract.

13.1.5 **Medical Malpractice**

- Each Claim $1,000,000
- Annual Aggregate $5,000,000

In the event that the medical malpractice insurance required by this Contract is written on a claims-made basis, Contractor warrants: that any retroactive date under the policy shall precede the effective date of this Contract; and, that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of at least five (5) years beginning at the time work under this Contract is completed.

13.2 Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

13.2.1 On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by Contractor even if those limits of liability are in excess of those required by this Contract.

13.2.2 Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

13.3 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage, or endorsed to lower limits except after thirty (30) days' prior written notice has been given to County. Such notice shall be sent directly to **Gila County Procurement, 1400 E Ash St, Globe AZ 85501** and shall be sent by certified mail, return receipt requested.

13.4 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona with an "A.M. Best" rating of not less than B+ VI. County does not warrant that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

13.5 Verification of Coverage. Contractor shall furnish County with certificates of insurance (ACORD form or equivalent approved by County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. ***All certificates and endorsements are to be received and approved by County 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 **Gila County Procurement, 1400 E Ash St, Globe AZ 85501** or email to otodd@gilacountyaz.gov. The County project and Contract number and project description shall be noted on the certificate of insurance. County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

13.6 Subcontractors. Contractor's certificate(s) shall include all subcontractors as additional insured under its policies **or** Contractor shall furnish to County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

13.7 Approval. Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.

ARTICLE 14 – PAYMENT/BILLING

14.1 Contract Amount. Contractor shall be paid an amount not to exceed _____ for completion of the projects as outlined in the Scope of Work.

14.2 Invoice Instructions. All invoices shall be submitted to Gila County Accounts Payable, 1400 E Ash St, Globe, AZ 85501 and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

14.3 Alterations to Scope of Work. Any alterations to the Scope of Work resulting in a change in cost must have prior written approval by County. Any unauthorized work may result in nonpayment to Contractor.

14.4 Payment Terms. Gila County employs a "Net 15" payment term for services, meaning the payment will be issued fifteen (15) days from the date County receives the invoice from Contractor. Purchase orders sent to Contractor reflect these terms and conditions.

14.5 IRS Form W-9. Contractor shall have a current IRS W-9 form on file with County unless not required by law. County shall not remit payment if Contractor does not have a current W-9.

ARTICLE 15 – TERM

The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) years unless terminated, cancelled, or extended as otherwise provided herein. Upon mutual agreement of both Parties, the Contract may be renewed for up to three (3) additional one (1)-year periods.

EXHIBIT "C" : MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of Gila County to establish, by this Request for Proposals, a contract with a qualified contractor to provide healthcare for in-custody adults.

This specification is not intended to describe the type, size, and quality which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

Section 1 - General Purpose

1.1 All proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the proposal specifications.

1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

1.3 Responder shall review its proposal submission to assure the following requirements are met:

- 1.3.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
- 1.3.2 Pricing Proposal
- 1.3.3 Qualification and Certification Form
- 1.3.4 Reference List
- 1.3.5 Certification That There Was No Collusion in Bidding for Contract
- 1.3.6 Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- 1.3.7 Certification of Intentions Concerning Subcontracting
- 1.3.8 Legal Arizona Workers Act Compliance
- 1.3.9 Israel Boycott Certification
- 1.3.10 Responder's Checklist & Addenda Acknowledgment
- 1.3.11 Offer Page
- 1.3.12 Acceptance of Offer (no signature from Responder)
- 1.3.13 IRS Form W-9

Section 2 – Proposal Pricing & Term

2.1 Prices shall be in effect for the duration of the initial contract period. Responder shall incorporate all profit and discount into their price. The exception will be any price reduction which will be applied to the contract immediately upon the Responder's or County's discovery of any such price reduction. Pricing may be adjusted if contract is renewed beyond the initial contract period.

2.2 **The term of the contract shall commence upon award and shall remain in effect for a period of two (2) years unless terminated, cancelled, or extended as otherwise provided in the contract.** Upon mutual agreement of both Parties, the contract may be renewed for up to three (3) additional one (1)-year periods.

PRICING PROPOSAL

RFP No. 08172025
HEALTHCARE FOR IN-CUSTODY ADULTS

The undersigned, having carefully examined the RFP documents and the Scope of Work, and having fully informed themselves of the conditions of the site and of the work to be performed, hereby proposes to furnish all labor, materials, equipment, services, overhead, and profit necessary to complete the project in accordance with the Contract Documents for the following:

FIRM NAME: _____

TOTAL CONTRACT PRICE, all-inclusive for a two (2)-year period of performance, for the sum of

$_____

ADDITIONAL PRICING for Years Three (3), Four (4), and Five (5):

$ _____

WRITTEN TOTAL CONTRACT PRICE

_____ **Dollars and**

_____ **Cents.**

All applicable taxes shall be included in the proposed amount. Any authorized increases or decreases to the work shall be made only by written Amendment.

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" : RESPONDER QUALIFICATIONS AND REFERENCE LIST

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Responders under consideration for final award. The information may or may not be a determining factor in award.

CONTRACT NO. 08172025
HEALTHCARE FOR IN-CUSTODY ADULTS

The applicant submitting this proposal warrants the following:

1. Name, Address, Telephone Number, and Email Address of Principal Responder:

   _____
   _____
   _____

2. Has Responder (under its present or any previous name) ever failed to complete a contract?
   _____ Yes _____ No
   If yes, give details including the date, contracting agency, and reasons Responder failed to perform in the narrative part of this Contract.

3. Has Responder (under its present or any previous name) ever been debarred or prohibited from competing for a contract?
   _____ Yes _____ No
   If yes, give details including the date, contracting agency, and reasons for Responder's disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with Responder (under its present or any previous name) prior to end of contract period?
   _____ Yes _____ No
   If yes, give details including the date, contracting agency, and reasons offer was terminated in the narrative part of this Contract.

5. Responder must provide at least the following information:
   A. A brief history of the Responder.
   B. A cost proposal submitted on the pricing proposal, attached hereon and made a full part of this Contract by reference.
   C. A list of previous and current customers which are considered identical or similar to the scope of services described herein; shall be submitted on the reference list, attached hereon and made a full part of this Contract by this reference.
   D. ***Arizona Jail Healthcare Licensure & Certification***
      1) **Facility/Organizational Requirements.**
         a) Proof of business registration in Arizona.
         b) Proof of Arizona Department of Health Services (ADHS) health-care institution license, if applicable*, OR documentation showing exemption under A.R.S. § 36-402 (for jail-based medical services).

c) Current National Commission on Correctional Health Care (NCCHC) or American Correctional Association (ACA) accreditation OR documentation of equivalent annual inspection.
d) Policies for Health Insurance Portability and Accountability Act (HIPAA) compliance.
e) Correctional health operations policies and procedures.

2) **Medical Providers – Doctor of Medicine (MD)/Doctor of Osteopathic Medicine (DO).**
a) Arizona Medical Board license (MD) OR Arizona Board of Osteopathic Examiners license (DO).
b) Drug Enforcement Administration (DEA) registration (if prescribing controlled substances).
c) Current Basic Life Support (BLS)/Advanced Cardiovascular Life Support (ACLS) certification.
d) Background check/fingerprint clearance.
e) Curriculum Vitae (CV)/résumé with practice history.

3) **Advanced Practice Providers - Nurse Practitioners (NPs)/Advanced Practice Registered Nurses (APRNs).**
a) Arizona Registered Nurse (RN) license (or compact license recognized by the State of Arizona).
b) Arizona APRN certification.
c) National board certification, e.g., American Association of Nurse Practitioners (AANP), American Nurses Credentialing Center (ANCC), etc.
d) DEA registration (if prescribing).
e) Arizona Board of Nursing (AZBN) prescribing/dispensing authority (if applicable)
f) BLS certification.

4) **Physician Assistants (PAs).**
a) Arizona PA license.
b) Supervising Physician Delegation Agreement on file.
c) DEA registration (if prescribing).
d) BLS certification.

5) **Nursing Staff.**
a) Arizona RN or Licensed Practical Nurse (LPN) license.
b) BLS certification.
c) Immunization/Tuberculosis (TB) screening records.
d) Background check/security clearance.

6) Behavioral and Mental Health Providers. For each clinician, please provide:
a) Active Arizona Behavioral Health Board license: Licensed Clinical Social Worker (LCSW), Licensed Master Social Worker (LMSW), Licensed Professional Counselor (LPC), Licensed Associate Counselor (LAC), Licensed Marriage and Family Therapist (LMFT), Licensed Independent Substance Abuse Counselor (LISAC), etc.
b) National certification(s) where applicable.
c) Background check/fingerprint clearance.
d) Crisis intervention training (preferred).

7) Pharmacy/Medication Management.
a) DEA registration for any prescribing clinician.
b) State controlled-substance registration.
c) Pharmacy license (if dispensing or maintaining medication inventory).
d) Medication storage and chain-of-custody compliance documentation.

8) Laboratory/Diagnostics (if performed on-site).
a) Clinical Laboratory Improvement Amendments (CLIA) certificate (waived, moderate, or high complexity depending on services).

b) Staff training records for specimen collection/testing.

9) Additional Documentation.

a) Roster of all proposed staff with license numbers and expiration dates.

b) Supervisory structure and medical oversight plan.

c) After-hours and on-call coverage plan.

E. Gila County reserves the right to request additional information.

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

References

Please list at least three (3) references for contracts entered into or completed, of similar size and scope as this Request for Proposals, during the last twenty-four (24) months. Responder may attach further reference information as necessary.

1. Company/Contact Name: _____
   Address: _____
   Contact Phone: _____
   Job Description: _____
   _____
   _____

2. Company/Contact Name: _____
   Address: _____
   Contact Phone: _____
   Job Description: _____
   _____
   _____

3. Company/Contact Name: _____
   Address: _____
   Contact Phone: _____
   Job Description: _____
   _____
   _____

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

CERTIFICATION THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

_____, being first duly sworn, deposes and says:
Name of Individual

That he or she is

_____ of _____; and
Title *Name of Business*

That he or she is submitting a bid on **REQUEST FOR PROPOSALS NO. 08172025 HEALTHCARE FOR IN-CUSTODY ADULTS**; and that pursuant to Section 112 (C) of Title 23 USC, he or she certifies as follows: That neither he or she nor anyone associated with the said

_____
Name of Business

has, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free-competitive bidding in connection with the above-mentioned service.

_____
Name of Business

_____
By

_____
Title

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2026.

_____
Notary Public

My Commission Expires: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

_____

Printed Name and Title of Authorized Representative

_____

Signature of Authorized Representative Date

☐ I am unable to certify the above statements. My explanation is attached.

CERTIFICATION OF INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **RFP NO. 08172025 HEALTHCARE FOR IN-CUSTODY ADULTS**, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the services must accompany the bid. The list must include the subcontractor(s) name(s), address(es), phone number(s), and Arizona Registrar of Contractors license number(s). ***List must be provided in a sealed envelope marked "List of Subcontractors."***

☐ **YES**, it is my intention to subcontract a portion of the work.

☐ **NO**, it is not my intention to subcontract a portion of the work.

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Responder hereby warrants that it will, at all times during the term of this Contract, comply with all federal immigration laws applicable to Responder's employment of its employees and with the requirements of A.R.S. § 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Responder shall further ensure that each subcontractor who performs any work for Responder under this Contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Responder and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Responder's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach subjecting Responder to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Responder shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Responder shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will always during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this Contract subjecting Subcontractor to penalties up to and including suspension or termination of this Contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the Responder.

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

ISRAEL BOYCOTT CERTIFICATION

Responder hereby certifies that it is not currently engaged in and will not, for the duration of this Contract, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Responder may result in action by County up to and including termination of this Contract.

Responder further agrees that if the Responder becomes aware, during the term of this Contract, that the Responder is not in compliance with this Certification, Responder shall notify the County within five (5) business days after becoming aware of the noncompliance. If the Responder does not remedy the noncompliance within 180 days after sending notice of noncompliance, this Contract shall automatically terminate.

Date: _____

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

CERTIFICATION OF NO FORCED LABOR

Responder does not currently, and agrees for the duration of this Contract that it will not, use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and
3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China

Responder further agrees that if the Responder becomes aware, during the term of this Contract, that the Responder is not in compliance with this Certification, Responder shall notify the County within five (5) business days after becoming aware of the noncompliance. If the Responder does not remedy the noncompliance within 180 days after sending notice of noncompliance, this Contract shall automatically terminate.

Date: _____

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

RESPONDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that ALL bid documents shall be completed, executed, and submitted with this Request for Proposals. If Responder fails to complete and execute any portion of the bid documents, all with original signatures, the bid may be determined to be non-responsive and rejected.

CHECKLIST:

REQUIRED DOCUMENT	**COMPLETED AND EXECUTED**
PRICING PROPOSAL	_____
QUALIFICATION & CERTIFICATION FORM	_____
REFERENCE LIST	_____
CERTIFICATION THAT THERE WAS NO COLLUSION	_____
CERTIFICATION REGARDING DEBARMENT	_____
CERTIFICATION OF INTENTIONS CONCERNING SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
ISRAEL BOYCOTT CERTIFICATION	_____
CERTIFICATION OF NO FORCED LABOR	_____
RESPONDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2026.

_____
Signature of Authorized Representative

_____
Responder

Each bid shall be sealed in an envelope, one (1) original and two (2) copies with original signatures, bearing the following on the outside of the envelope: **REQUEST FOR PROPOSALS NO. 08172025, HEALTHCARE FOR IN-CUSTODY ADULTS, January 20, 2026, 3:00 p.m. Arizona Time,** with the Responder's Name and Address**.** Sealed bids may be mailed to GILA COUNTY FINANCE DEPARTMENT, ATTN: OLIVIA M. TODD, 1400 E ASH ST, GLOBE AZ 85501 or hand delivered to GILA COUNTY FINANCE DEPARTMENT, ATTN: OLIVIA M. TODD, COPPER BUILDING, 1350 E MONROE ST, GLOBE AZ 85501. Bids must be delivered on or before Tuesday, January 20, 2026, at 3:00 p.m. Arizona Time. **Late bids shall not be considered.**

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instructions, specifications, and any amendments contained in this request for bid document.

Signature also certifies the Responder's bid is genuine and is not in any way collusive or a sham; that the bid is not made with the intent to restrict or prohibit competition; that the Responder submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other Responder which may compete for the Contract; and that no other Responder which may compete for the Contract has revealed the contents of a bid to, or in any way colluded with, the Responder submitting this bid.

CONTRACT NUMBER: 08172025 HEALTHCARE FOR IN-CUSTODY ADULTS

Responder Submitting Bid:

_____
Company Name

_____
Address

_____
City, State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax: _____

Email: _____

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

Bid must be signed by a duly authorized officer eligible to sign contract documents for the Responder.

GILA COUNTY

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Responder _____ is now bound to provide the materials or services listed in Request for Proposals No. 08172025 including all terms and conditions, specifications, and amendments, and the Responder's offer is accepted by Gila County.

The Contract shall henceforth be referenced as **Contract No. 08172025**. The Responder has been cautioned not to commence any billable work or to provide any material or service under this Contract until Responder receives written notice to proceed from Gila County.

AWARDED this _____ day of _____, 2026.

GILA COUNTY BOARD OF SUPERVISORS:

_____
Steven Christensen, Chairman

ATTEST:

_____
Charlotte Asrarynezami, Clerk of the Board

APPROVED AS TO FORM:

_____
Gila County Attorney's Office