



Attachment C

Department of Corrections Terms

These Department of Correction Terms (“ODOC Terms”) is a Contract Document in connection with the Contract awarded by the Office of Management and Enterprise Services on behalf of ODOC for the Acquisition of an Offender Management System.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following ODOC Terms:

1 Security

- 1.1 Security: Contractor employees, agents, and representatives shall comply with all security and identification procedures at ODOC facilities. ODOC is responsible for alerting Contractor to these requirements prior to the commencement of work.
- 1.2 Security requirements may include, but are not limited to:
 - A. Identification: All employees, agents, and representatives of the Contractor, while working on State property, shall carry or display acceptable identification.
 - B. Vehicle/Tool/Equipment Security: Drivers must turn off vehicle motors and lock cab doors whenever their vehicle is unattended. Tools and equipment must be secured. Vehicles shall be searched prior to entry and exit, causing up to a thirty (30) minute delay each way.
 - C. Offender Contact: Contractor’s employees, agents, and representatives shall minimize interaction with offenders or patients, and shall report any verbal contact to ODOC facility security staff before leaving the site.
 - D. Subject to Search: All persons, vehicles, packages and equipment entering a ODOC facility are subject to search. Persons are typically pat searched and required to clear metal detection devices. Packages, briefcases, purses, etc., will be searched with x-ray equipment. A drug K-9 may also be used to search persons, vehicles, packages, and equipment.

- E.** Contraband: Contractor employees, agents, and representatives shall not have any weapons including, but not limited to, guns, knives of any type or length, mace, stun-guns, or box cutters, cell phones, pagers, wireless PDAs, drugs, tobacco or tobacco-like products, alcohol (to include near-beer), cash (amount to be determined on a facility-by-facility basis) or any item deemed by facility to be potential contraband. Correctional officers can hold these items for delivery drivers at the delivery sally port and return them as the driver exits the grounds. Any illegal items shall not be returned and shall be reported to local law enforcement. Prescription drugs are allowed only in a one-day supply and must be in the original prescription container; Security staff shall be notified if prescription drugs are brought onto facility grounds.
- F.** Security Clearance: Contractor employees, agents, and representatives who enter secure facilities shall have prior approval to enter from facility security staff, generally involving a background check. The Contractor shall submit background check requests a minimum of two weeks prior to arriving at the facility. At facility discretion, Contractor shall comply with any requests to reassign a Contractor employee, agent, or representative, whether or not the individual has passed the background check if it is determined by facility that there is a security concern.
- G.** Tobacco Use Prohibited. The use of tobacco or tobacco-like products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned or under the control of ODOC, including parking lots owned or under the control of ODOC.

2 Prison Rape Elimination Act (28 C.F.R. § 115.17 and § 115.77)

- 2.1** Any sexual assault or sexual misconduct or attempted sexual assault or sexual misconduct between the Supplier, its employees, agents or representative and an offender is expressly forbidden. In addition, by accepting a contract with ODOC, Supplier attests that no employee, agent or representative of the Supplier who may have direct contact with ODOC offenders while performing the requirements of this contract has:
- A.** Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution (as defined in 42 U.S.C. 1997);
 - B.** Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - C.** Been civilly or administratively adjudicated to have engaged in the activity described above. Any supplier who engages in sexual abuse

will be prohibited from contact with offenders and will be reported to law enforcement agencies and to relevant licensing bodies.

- D.** Any violation of this provision will be reported to law enforcement agencies and to relevant licensing bodies and will result in the filing of criminal charges as warranted. ODOC may also terminate the contract immediately when violations are found.

3. Additional Terms

- 3.1** Base Year award will be guaranteed. All Option Year periods will be exercised solely at the discretion of ODOC. Should ODOC discontinue service during the Option Year periods, ODOC will not be assessed early termination/non-renewal/or other associated charges.
- 3.2** After completion of Base Year, ODOC may unilaterally cancel any remaining Option Year periods with 30-Day “Notice of Cancellation” provided by ODOC to any awarded Bidders per Notice terms and conditions of any award agreement.
- 3.3** All awards and contracts will be contingent upon approval of federal and state funds so appropriated to ODOC. In the event of loss of funding, ODOC reserves the right to unilaterally cancel any term (regardless of term period) with 30-day “Notice of Cancellation” provided by ODOC to any awarded Bidders per Notice terms and conditions of any award agreement.
- 3.4** For all awards receiving OUSF funding, awardee must file as required with OUSF within 60 days of initiating ODOC service. ODOC shall not be responsible for any costs resulting from awardee failure to file in a timely manner as required.