

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE  
AMENDMENT NO. 1

TO: LIMITED DISTRIBUTION: OHIO DEPARTMENT OF REHABILITATION AND CORRECTION, ADULT PAROLE AUTHORITY, DIVISION OF PAROLE, DIVISION OF PAROLE AND COMMUNITY SERVICES

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR TRANSPORTATION OF OFFENDERS

Attached are page 1, 5, 11, 12 and 15 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to cancel the contract with North Atlantic Extradition Services for cause and award the contract to the second lowest bidder, PTS America, LLC., for the period of 05/23/12 through 11/30/12.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Geraldine Berry, CPPB  
geraldine.berry@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Affected Contractor(s):

Vendor ID: 0000096603  
PTS of American, LLC.  
P.O. Box 121591  
Nashville, TN 37212

Vendor ID.: 0000170253  
North Atlantic Extradition  
105-B Alabama Street  
Columbus, MS 39702

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MANDATORY USE CONTRACT FOR: Ohio Department of Rehabilitation and Corrections, Adult Parole Authority, Division of Parole and Community Services

CONTRACT No.: OT908609

EFFECTIVE DATES: 06/01/09 to 05/31/12

Renewed through 11/30/12

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT908609 that opened on 4/17/09. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to Ohio Rehabilitation and Correction, Adult Parole Authority, Division of Parole and Community Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Geraldine Berry, CPPB  
geraldine.berry@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Signed: \_\_\_\_\_  
Robert Blair, Director Date

SPECIFICATIONS FOR TRANSPORTATION FOR OFFENDERS

I. SCOPE:

These specifications cover the requirements necessary to provide transportation for offenders for the Ohio Department of Rehabilitation and Correction (ODRC), and the Adult Parole Authority (APA), Division of Parole and Community Services, hereinafter known as ODRC.

II. BACKGROUND:

- A. Ohio House Bill 661 Amendment adopted in the Senate Judiciary Committee provides APA with the authority to contract with a private entity for transportation and supervision services of Ohio offenders who are located in another state under the Ohio Revised Code 5149.03. This section outlines some requirements that are specific to these contracts relating to medical care of offenders, time limits for transportation of offenders and reporting of escapees. The amendment also requires the Ohio Department of Rehabilitation and Correction promulgate standards under ORC 5120.64 for the private transportation of state and county offenders (these standards do not apply to private prisons housing out-of-state offenders pursuant to ORC 9.07). These standards include: Requiring training of employees of the private transportation company; Physical standards for vehicles used for offender(s) transport; Standards regarding adequate liability insurance and indemnification of the governmental entities and their employees; Performance bond; Criminal records checks for employees and pre-employment and random drug screening policies; Requirement for 24 hour operations staff and constant communications with vehicles and field staff; and, Requirements for employees to be CPR and first-aid certified. The amendment also makes clear that an inmate who is being privately transported pursuant to a contract is considered under detention as defined by the ORC 2921.01.
- B. The ODRC is responsible for the supervision of offender(s). The Ohio Revised Code, Section 2967.15 authorizes the ODRC to arrest and return persons conditionally released who have violated the terms and conditions of said release. The ODRC has the need to transport offender(s) outside the state of Ohio.
- C. The APA, in order to discharge its duties under chapters 2967 and 5149 of the revised code, may enter into a contract with a private person or entity for the return of Ohio offender(s) who are the responsibility of the ODRC from outside of this state to a location in this state specified by the APA.
- D. Any contract entered into under this rule shall incorporate the mandatory standards expressed in this rule. Any private person or entity with which the APA contracts for the return of Ohio offender(s) shall maintain compliance with these standards throughout the term of the contract.

III. REQUIREMENTS:

A. Transportation/Notification:

- 1. Contractor shall provide transportation to and from any location throughout the continental United States, Alaska, Hawaii and Puerto Rico upon notification by the ODRC.
- 2. The ODRC shall notify the Contractor not less than seventy-two (72) hours prior to the desired pick up time, excluding holidays and weekends. The ODRC shall provide the Contractor, via FAX or E-mail, with a contact name, telephone, FAX number or E-mail address of the designated institution to receive the offender(s).
- 3. The ODRC shall notify the holding agency(ies) that the Contractor is the designated agent to transport the offender(s) and/or prisoner(s) (inmate(s)) prior to notifying the Contractor of the pick up.
- \* 4. The Contractor shall notify ODRC's Central Office by E-mail or FAX with all information as to the mode of transportation, date and estimated time of arrival at the institution. Early notification (to ODRC's Central Office) is necessary to ensure that any delivery of offenders whose arrival time is after 2:00 p.m. will have the appropriate personnel available to accept and process the offenders. If the Contractor does not comply with the early notification it will be the responsibility of the Contractor to appropriately house and secure the offender(s) until the next day pursuant to any other section of this contract that may apply, specifically E1-3. Any additional expense incurred because of this clause will be absorbed by the Contractor with no additional liability or expense to ODRC.
- 5. The ODRC shall notify the designated institution by FAX, E-mail or telephone of the Contractors date and estimated time of arrival.
- \* Change in wording to allow drop off of offenders after 2:00 p.m., if designated institution is notified prior to arrival.

PRICE SCHEDULE\*

ITEM NO.	DESCRIPTION	COST FOR PERIOD 05/23/12 – 11/30/12 *
	GROUND TRANSPORTATION	
	Price per mile per male offender	\$ 1.10
8845	Price per mile per female offender	\$ 1.10
	Discount percentage for multiple pick-ups at one location.	25 %
	AIR TRANSPORTATION	
	Price per mile per male offender	\$ 3.00
3982	Price per mile per female offender	\$ 3.00
3983	Discount percentage for multiple pick-up at one location	10 %
	PENALTY CHARGES	
10066	Flat rate charge (if any) to the state of Ohio as a result of cancellation by the State exceeding the twenty-four (24) hour notice of pick-up, as explained in Section III, C.2 of the Bid.	\$ 200.00
3890	Percent (%) charged (if any) to the state of Ohio as a result of not being able to transport offenders as explained in Section III, F.2 of the Bid. The percentage (%) charged (if any) shall be based upon the price per mile quoted above that the Contractor wants reimbursed as a result of not being able to transport as explained in Section III, F.2.	25 %
	MINIMUM CHARGE	
8846	Minimum charge (if any) to the state of Ohio for transporting offenders.	\$ 400.00

\* All of the price changes are a result in a change in the contractor assignment to PTS America effective 05/23/12.

CONTRACTOR INDEX \*

CONTRACTOR AND TERMS:

Vendor ID.: 0000096603  
PTS of America, LLC  
P.O. Box 121591  
Nashville, TN 37212

BID CONTRACT NO.: OT908609 -3 (11/30/12)

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Alan Proctor

Toll Free: (866) 388-8488  
Telephone: (615) 352-9798  
FAX: (615) 352-9737

E-MAIL: [aproctor@prisonertransport.net](mailto:aproctor@prisonertransport.net)

\* All of the changes reflect a change in the contractor assignment to PTS America effective 05/23/12 and extend the contract six (6) months effective 05/23/12 – 11/30/12.

SUMMARY OF AMENDMENTS

<b>Amendment Number</b>	<b>Revision Date</b>	<b>Description</b>
1	05/23/12	This amendment is issued to cancel the contract with North Atlantic Extradition Services for cause and award the contract to the second lowest bidder, PTS of America, LLC., for the period of 05/23/12 through 11/30/12.



