

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

MANDATORY USE CONTRACT FOR: COMMERCIAL DRIVER LICENSE (CDL) TRAINING PROGRAM FOR OFFENDERS
HOUSED AT RICHLAND CORRECTIONAL INSTITUTION (RICI) AND GRAFTON CORRECTIONAL INSTITUTION (GCI)

CONTRACT No.: OT900616

EFFECTIVE DATES: July 1, 2015 to June 30, 2018

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900616 that opened on 05/22/15. 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](#) (Revised 10/2013), 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 Department of Rehabilitation and Correction , 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.

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 _____

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SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

MINORITY BUSINESS ENTERPRISE (MBE) SET ASIDE: The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This solicitation is being issued as a minority set aside contract in accordance Section 125.081 of the Ohio Revised Code. All offerors/bidders must be an Ohio certified MBE as of the solicitation due/opening date. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at:

<http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the State of Ohio ("State"). Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will: multiply the unit cost by the estimated usage listed in the bid and then add each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total.

CONTRACT RENEWAL: Once awarded, the term of the Contract will be from the award date through June 30, 2018. The State may solely renew this Contract at the discretion of DAS for period of one month. Any further renewals will be by mutual agreement between the Contractor and DAS for any number of times and for an appropriate period of time. The cumulative time of all mutual renewals may not exceed 48 months unless DAS determines that additional renewal is necessary. DAS may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the Agency.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within thirty (30) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

BILLING ADDRESS:

ODRC, Grant Administration
770 West Broad Street, Columbus OH 43222

The Contractor must submit an original invoice with three copies (3) copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

The purchase order number authorizing the delivery of goods or services. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the goods and services. If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.

ON ORDERS TOTALING LESS THAN MINIMUM ORDER QUANTITY: Shipment is to be made by freight, parcel post, express or commercial package delivery, whichever is the most economical method for proper delivery of the item F.O.B. destination. The cost of transportation from the contractor's address to the destination on such orders shall be prepaid and added to the invoice.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont.)

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first six (6) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

AUTOMOBILE LIABILITY INSURANCE: Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker or Sub Contractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility.

- A. Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.
- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
 - Goods/Services will be delivered via common carrier.
 - No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

SPECIAL INSURANCE REQUIREMENTS:

For purposes of liability insurance procured under this section to cover the operation of a motor vehicle by a prisoner for whom the insurance is procured, "employee" includes a prisoner in the custody of the Department of Rehabilitation and Correction who is enrolled in a work program that is established by the department pursuant to section 5145.16 of the Revised Code and in which the prisoner is required to operate a motor vehicle, as defined in section 4509.01 of the Revised Code, and who is engaged in the operation of a motor vehicle in the course of the work program."

<http://codes.ohio.gov/orc/5145.16+>

<http://codes.ohio.gov/orc/4509.01>

<http://codes.ohio.gov/orc/gp9.83>

Please be advised that the vehicle/equipment insurance to cover direct damage to the vehicles/tractor trailer rigs while operated by inmates or instructors during training will be provided by the contractor selected from the ITB.

SPECIFICATIONS FOR CDL TRAINING

I. INTRODUCTION

A. Objective

The objective is to solicit Bids from a commercial driver training school, licensed by the Ohio Department of Public Safety to provide basic mandated classroom instruction (40 hours) and behind-the-wheel instruction to offenders who hold a current Commercial Driver License Instruction Permit (CDLIP) and are housed at the Richland and Grafton Correctional Institutions. The commercial driver training school must be in compliance with all requirements in the Ohio Administrative Code Chapter 4507-7, <http://codes.ohio.gov/oac/4501-7> Driver's License Law. Bidders must provide a Professional Truck Driver Institute (PTDI) Certified Course and currently hold Ohio Instructor's Certification and maintain the certification during the term of the contract.

B. Background

The Office of Offender Reentry (Education) and the Office of Enterprise Development within Ohio Department of Rehabilitation and Correction (ODRC), plan to implement a commercial driver license (CDL) training program, collaboratively, to include basic class room instruction and behind-the-wheel instruction for offenders who hold a current CDLIP. ODRC will be responsible for and will allow selected offenders to review the CDL handbooks and other material in study sessions. ODRC will then coordinate efforts to ensure the offenders are able to take the written portion of the CDL test to allow offenders to test and receive a CDL instruction permit. Offenders meeting specific criteria will be selected to participate in this program. ODRC will provide the facilities for classroom instruction and have an understanding that the hands-on-driving will occur within a 20-30 mile radius from the institutions.

II. SCOPE OF WORK:

All services must comply with American Correctional Association (ACA) Standards, any relevant licensure laws and related ODRC policies and protocols at the link below

<https://aca.org/>

In order for the offenders to be more effective and efficient in the workforce, the selected Contractor will provide educational objects through "performance character" which means career-essential relational attributes that build trust with others, including respect, honesty, integrity, task-excellence, responsibility, and resilience. Contractor will demonstrate they have resources to hire successful graduates of the program upon release.

Contractor Responsibilities:

- A. Contractor will design, develop, and deploy a licensed Commercial Driver License (CDL) Training Program, to include basic mandated classroom instruction (not to exceed 40 hours) and behind the wheel instruction (a minimum of 40 hrs) that must include:
 - 1. At least 4 hrs of instruction off the highway & behind-the-wheel BEFORE any on-highway / behind-the-wheel instruction can be offered;
 - 2. No less than 10 hrs/behind-the-wheel on off-highway ranges;
 - 3. No less than 10 hrs of behind-the-wheel instruction on streets/highways with normal traffic;
- B. Contractor will provide curriculum for all training classes:
 - 1. Basic – copy of mandated classroom curriculum for pre-approval;
Contractor will provide ODRC a copy of the mandated classroom instruction curriculum for pre-approval. The classroom instruction shall not exceed the 40 hours required by the Ohio Revised Code 4501-7-28 and must cover the following:
 - a. Traffic laws
 - b. Rules and regulations of the Public Utility Commission of Ohio
 - c. Federal motor carrier safety regulations relating to the operation of trucks, commercial cars, commercial tractors, trailers and semi-tractors, and motor vehicles transporting flammable and/or hazardous cargo
 - d. Federal laws relating to vehicle brake systems, lighting and display of emergency equipment
 - e. Registration and licensing laws
 - f. Special taxes such as the international registration plan, the international fuel tax alliance, and the unified carrier registration system
 - g. Crash reporting and financial responsibility laws

SPECIFICATIONS FOR CDL TRAINING CONTINUED

- h. The effects of driver fatigue
 - i. Safe driving practices
 - j. Courteous driving practices and sharing the road
 - k. Routine services and pre-trip and post-trip inspections and documentation.
 - l. Use of occupant protection devices, including their benefits and effectiveness in motor vehicle collisions
 - m. Emerging commercial motor vehicles safety technologies
 - n. Commercial motor vehicle view limitations, also known as the “no zone”
2. Behind-the-wheel – copy of curriculum for pre-approval;
Contractor will provide ODRC a copy of the behind-the-wheel curriculum for pre-approval. The curriculum will include a minimum of 40 hrs. and include the following topics:
- a. Starting
 - b. Stopping
 - c. Turning
 - d. Shifting
 - e. Braking
 - f. Parking
 - g. Docking
 - h. Hooking up and unhooking trailers and semitrailers
 - i. Display of emergency equipment
 - j. Use of hazard lighting systems
 - k. Checking and servicing the parts of commercial motor vehicles. Pre-trip and post-trip documenting vehicle repair needs.
 - l. Sharing the road
 - m. Safe driving practices
 - n. Proper public thoroughfare railroad grade crossing procedure.
- C. Contractor will provide the screening tool for the program (e.g., Criteria which trucking companies use to hire; How will offenders be screened for the program? What crimes will be excluded, etc.);
- D. Contractor will provide an Agenda and conduct a mandatory orientation meeting prior to each new class to a) describe the training program, b) clearly express expectations for participating students and c) answer any questions.
- E. Contractor will submit a proposed plan of implementation of the program, as well as a plan for remedial training, to include but not limited to, number of hours of training, schedules, hiring, etc.;
- F. Contractor will provide all supervision and personnel necessary to perform the CDL training services, to educate/coach the selected students, including a list of qualified proposed staff and their commitment letters.
- G. The Contractor shall provide the following duties and services for the CDL training:
- 1. All trucks necessary to legally conduct the CDL training at RiCI and GCI, including two (2) semi-trucks (i.e., power units with trailers) at each facility. One truck shall be designated a “range truck” which is only used to teach maneuvering on a marked course and the other truck shall be designated a “road truck” which is used to teach all skills attainable only by hands-on experience on public roads. Additional trucks to be added if the class size dictates, at no additional cost to the Agency. The Road Tractor trailer units must be road-worthy, dependable, and maintained. The Range Tractor trailer units must be safe and dependable for everyday use on the range to teach backing, shifting, coupling, and pre-trip inspection skills. These units should maintain a regular preventative maintenance (PM) schedule. Physically they should be in good condition and worthy of being painted or lettered.

SPECIFICATIONS FOR CDL TRAINING CONTINUED

Other truck specifications needed are from the Federal Motor Carrier Safety Administration regulations located at the links below.
<http://www.fmcsa.dot.gov/regulations>

FEDERAL MOTOR CARRIER SAFETY REGULATIONS; GENERAL

PARTS AND ACCESSORIES NECESSARY FOR SAFE OPERATION

INSPECTION, REPAIR, AND MAINTENANCE

2. All fuel and other consumables such as oil, parts, maintenance, insurance (i.e., direct damage to truck while operated by an inmate or Contractor and other coverage deemed appropriate by the Contractor), licenses, permits, and decals to legally operate the trucks.
 3. CDL training for one cohort of female inmates at GCI.
 4. Carry records set forth below, in the truck, while the inmate-student is on the road and maintain the records in a Driver Qualification File.
 5. Vehicle information (e.g., VIN number) to Agency which is required to complete *DAS Office of Risk Management Endorsement Non-Owned State Equipment* form (attached below) which triggers the Agency's self-insurance coverage for inmates. Contractor will not pay for such coverage.
 6. All instructors, curriculum, and materials to conduct CDL training classes at RiCI and GCI in compliance with its contract with the Ohio Department of Administrative Services.
- H. The Agency shall provide the following duties and services for the CDL training:
1. To Contractor, prior to the first day of class for each student, at its expense, a CDL permit, physical examination and a five (5) panel, drug test, administered in compliance with the United States Department of Transportation (DOT) regulations including a DOT certified medical doctor, and pay for the Motor Vehicle Report (MVR), which records shall be securely stored.
 2. State of Ohio self-insured, vehicle liability program coverage for inmates for third-party liability while operating a truck provided by Contractor for the CDL program.
 3. For each graduating inmate-student, a Class A CDL driving exam test or re-test and a CDL plastic ID card, at its expense.
 4. Transportation and logistics for female training.
 5. Pay Contractor a flat fee per student to cover the costs for the trucks and incidentals as set forth in above numbers (A) and (B) of Contractor's responsibilities.
- I. Contractor will schedule service times with the appropriate ODRC Institutional Program Administrator (Assigned Operation Support Center staff).
- J. Contractor must provide services within hours that offenders are available as dictated by count, meal, movement, schedules, etc.
- K. Contractor will train approximately 60 offenders per institution at both Richland and Grafton in a 12 month period. The Ohio Department of Rehabilitation and Correction may require the contractor to provide training for additional students at the contractor's offered price.
- L. Contractors will schedule appointments with the Bureau of Motor Vehicles to facilitate the driving portion of the exam.
- M. Contractor will accompany the offenders to the BMV site for the driving portion of the exam.
- N. Contractor will provide remedial training and schedule a re-exam for those who do not pass the exam.
- O. Contractor is expected to aid graduates of the program with job placement. Contractor to provide a proposed plan AND provide a report on offender job placement within 90 days of program completion;
1. Contractor will provide a plan for job placement assistance.
 2. Contractor's success is measured by the number of offenders placed in jobs after release.
- P. Contractor will provide his/her current job placement information in the Proposal (i.e. the number and percentage of those individuals who have already been trained by Contractor and who are placed with an employer after training is completed).

SPECIFICATIONS FOR CDL TRAINING CONTINUED

III. BACKGROUND INVESTIGATIONS

All Contractor personnel must pass a background investigation conducted by ODRC as a requisite under the Contract. ODRC will conduct a computerized check through a national database and with applicable Ohio licensing agencies. The cost of this investigation will not be the responsibility of the Offeror.

The Contractor understands and agrees that Agency expressly reserves the right to conduct a background investigation on the Contractor, subcontractor, assistants and any employee required to provide services and or goods. An unacceptable background history may, at Agency's discretion, be grounds to terminate the Contract or reject any unacceptable subcontractors or other individuals providing services and/or goods under the Contract.

Any misrepresentation or omission of a material fact concerning the Contractor's qualifications and fitness to provide services and/or goods under this Contract may be grounds for termination, as may be determined within the discretion of the Agency.

IV. LICENSE

The Contractor must provide services through the use of one or more employees or sub-contractors with Ohio commercial driver's license(s) within 5 days of request for information from DAS or ODRC.

License number ODPS 1425. The Contractor will maintain any professional licensing required to fulfill the Contract.

The Contractor must provide documentation to the ODRC as required by this ITB (i.e. applicable current Ohio licensure, etc.) before any candidate is approved to provide services within an ODRC institution. The Contractor must notify ODRC immediately of any service provider who has any licensure problems and must stop provision of services immediately by any service provider who becomes unlicensed, professionally impaired or is criminally prosecuted during the term of this contract. All required information shall be provided by the contractor within five (5) days of request for information from DAS or ODRC.

Within five (5) days of notification, the Contractor will provide the institution with a resume, copy of licensure, certification or degree if applicable, a signed background investigation release statement, and written verification of successful completion of a drug screen test for any person recommended for placement at the institution at any time during the term of this contract and any subsequent extensions. The ODRC may request a drug screen test of any on-site provider that displays behaviors that indicate the use of drugs at any time during the term of this contract and any subsequent renewals. The cost of the drug screen test will be the responsibility of the Contractor. The drug screening must test for cocaine, amphetamines, PCP, THC (marijuana), and opiates. The institution will run computerized criminal history checks on each prospective service provider at no charge to the Contractor for the background investigation report. All Contractor's personnel and sub-contractors must pass background checks and comply with security regulations.

V. RECORD KEEPING

During performance of this Contract and for a period of three years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Contract and shall make such records available to Agency as Agency may reasonably require.

VI. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- A. Agency shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Contract. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by Agency shall be subject to copyright by Contractor in the United States or any other country.
- B. Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

COST SUMMARY

Item Number	SERVICE	Students Trained Per Year	Cost per Student (All inclusive fee)
	CDL Training Services		Classroom, Behind-the-Wheel, Testing and Re-Testing
27594	Richland Correctional Institution	60	\$5,200
27595	Grafton Correctional Institution	60	\$5200
	Total Annual Cost		\$624,000

Contractor will train approximately 60 offenders per institution at both Richland and Grafton in a 12 month period. The Ohio Department of Rehabilitation and Correction may require the contractor to provide training for additional students at the contractor's offered price.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

174303
Capital Transportation, Inc.
1170 North Cassady Ave.
Columbus, OH 43219

BID CONTRACT NO.: OT900616-1

TERMS: Net 30 days

CONTRACTOR'S CONTACT:

Richard M. Crockett

Telephone: 614-258-0400 Ext. 106
FAX: 614-258-8331
E-Mail: rcrockett@capital-trans.com