

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER OT901913	OPENING DATE (1:00 p.m.) APRIL 22, 2013	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395		CITY	STATE ZIP
Attn: Bid Desk		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. DRC036	BID NOTICE DATE APRIL 3, 2013	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): Ohio Department of Rehabilitation and Correction, Adult Parole Authority, Division of Parole and Community Services, 770 West Broad St., Columbus, OH 43222			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u></p> <p>TRANSPORTATION OF OFFENDERS</p> <p><u>TERM OF CONTRACT:</u> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>05/01/2013</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>04/30/2016</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.</p> <p><u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</u>, Revised 09/2012, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: <u>Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions.</u> All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.</p> <p>Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at <u>www.procure.ohio.gov/</u>. All questions should be submitted a minimum of five (5) working days prior to the bid opening date.</p>			
PRINTED/TYPED SIGNATURE		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The original signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder not sign their bid in black ink. Bidder certifies, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Sections 125.09 and 125.11 of the Ohio Revised Code and Rule 123:5-1-06 of the Ohio Administrative Code must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to "Excepted Products"]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____(State) Canada Mexico (Go to B-1)
 Other: (Specify Country) _____ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

_____ (Item) _____ (Country) of
Origin)

_____ (Item) _____ (Country) of
Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).



B. OHIO PREFERENCE (BUY OHIO):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes (Go to C) No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio.
 Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the state of Ohio Yes No
 - Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state.
 Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
- Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

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.

INQUIRIES: Bidders may make inquiries regarding this ITB at any time during the inquiry period listed in the Calendar of Events. To make an inquiry, the Bidder must use the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the Invitation to Bid (ITB) Number found on Page 1 of the document.
5. Click "Find It Fast" button.
6. On the document information page, click "Submit Inquiry".
7. On the document inquiry page, complete the required "Personal Information" section by providing:
 - a. First and last name of the prospective Bidder's representative who is responsible for the inquiry
 - b. Name of the prospective Bidder
 - c. Representative's business phone number
 - d. Representative's e-mail address
8. Type the inquiry in the space provided including:
 - a. A reference to the relevant part of this ITB
 - b. The heading for the provision under question
 - c. The page number of the ITB where the provision can be found
9. Click the "Submit" button.

Bidders submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt of the inquiry. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Bidders may view inquiries and responses using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the ITB Number found on Page 1 of the document.
5. Click "Find It Fast" button.
6. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

DAS will try to respond to all inquiries within forty-eight (48) hours of receipt, excluding weekends and State holidays. DAS will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

PLACEMENT OF ORDERS: Purchase orders for any item(s) listed in a contract awarded pursuant to this Bid will be placed directly with the successful Contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will: multiply the Estimated Annual Usage of ground transportation for both male and female offenders, air transportation for both male and female offenders, the penalty charge and minimum charges by their corresponding unit price and add these totals together for a total estimated annual cost and then add all three total estimated annual costs together for an total estimated contract cost. The cost for the performance guarantee will not be used in the evaluation. Failure to bid all items may result in the Bidder being deemed as not responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

CASE BY CASE BASIS PRICING: Pricing submitted for Air Transportation on a “case by case basis” will not be accepted unless a firm ceiling price is submitted. The submitted per unit ceiling price will be used in the evaluation. Only submitted case by case basis pricing with submitted per unit ceiling pricing will be allowed for Air transportation of both male and female offenders. “Case by case basis pricing with per unit ceiling price” will not be allowed for ground transportation of both male and female offenders, penalty charges and minimum charges.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding 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.

PERFORMANCE GUARANTEE: In accordance with Section 5120.64 of the Ohio Revised Code and Rule 5120:1-1-35(F) of the Ohio Administrative Code, the awarded contractor must provide one of the following: a performance bond in the form of a surety bond, a United States government security, a negotiable certificate of deposit, an irrevocable letter of credit, or a cashier's check or a money order made payable to the “Treasurer, State of Ohio.” The performance guarantee must remain in effect for the duration of the awarded contract and any extensions thereto, and shall comply with any other applicable requirements of the Ohio Department of Administrative Services.

For this Invitation to Bid, the amount of the selected performance guarantee shall be equal to ten percent of the total contract price and must be provided to the Office of Procurement Services within ten (10) calendar days after notification. If the selected performance guarantee is a surety bond, the surety bond shall be payable to the “Treasurer, State of Ohio” and shall name the State of Ohio as obligee, referencing the applicable bid number. A standard bond form from any company authorized to do business within the state of Ohio is acceptable. Failure to provide the appropriate performance guarantee within the stated time period will result in the bidder being deemed not responsive. The appropriate performance guarantee will not be used in the evaluation process to determine the lowest responsive and responsible bidder.

If a performance bond is provided, the bond term may be annual however it must have the required renewals so that it is in effect for the duration of the contract or the contractor must replace it with a bond that meets the requirements of this contract for the duration of the contract. Any action on the part of the successful bidder or their bonding company to cancel the bond prior to the expiration of the contract or renewal thereto, will be considered as an event of default and subsequent breach of contract and will result in immediate cancellation of the contract. Should this occur, the successful bidder will be held liable for any additional costs incurred by the State in seeking replacement supplies or services.

The State agrees to pay only the actual cost of the performance guarantee (DRC shall reimburse the successful bidder directly for the cost of that bond) and may request a copy of any invoice, bill or charge from the issuing entity for documentation. If the cost of the performance guarantee on the price proposal page and the cost shown on the issuing entity's invoice, bill or charge do not match, the State will pay whichever is less.

APPLICABLE STATUTE: Bidders should familiarize themselves with the following statute regarding the return of Ohio prisoners from outside of this state into this state by a private person or entity.

Section 5120.64 of the Ohio Revised Code:

(A) As used in this section:

- (1) “Ohio prisoner” means a person who is charged with or convicted of a crime in this state or who is alleged or found to be a delinquent child in this state.
- (2) “Out-of-state prisoner” and “private contractor” have the same meanings as in section 9.07 of the Revised Code.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

Section 5120.64: (Cont'd)

(B) Not later than nine months after the effective date of this section, the Department of Rehabilitation and Correction, in consultation with the Attorney General, the County Commissioners Association of Ohio, and the Buckeye State Sheriffs Association, shall adopt rules under Chapter 119. of the Revised Code regarding the return of Ohio prisoners from outside of this state into this state by a private person or entity pursuant to a contract entered into with a sheriff under authority of Division (E) of Section 311.29 of the Revised Code or the Adult Parole Authority under authority of Division (B) of section 5149.03 of the Revised Code. The rules shall establish all of the following:

- (1) Standards that specify required training of officers and employees of the private person or entity that actually engage in the return of the prisoners, including standards related to the length and nature of the training;
- (2) Physical standards for vehicles used in the return of the prisoners;
- (3) Standards that govern the responsibility of the private person or entity to do one or more of the following:
 - (a) Provide an adequate policy of liability insurance to cover all injuries, death, or loss to person or property that arise from or is related to its return of the prisoners;
 - (b) Indemnify and hold harmless the sheriff, the county, and all county officers and employees regarding a contract for the return of prisoners entered into under division (E) of section 311.29 of the Revised Code or the department of rehabilitation and correction and all state officers and employees regarding a contract for the return of prisoners entered into under division (B) of section 5149.03 of the Revised Code;
 - (c) File a performance bond or other surety to guarantee performance.
- (4) Standards requiring the private person or entity to have criminal records checks and pre-employment drug testing performed for officers and employees of the private person or entity that actually engage in the return of the prisoners and to have a random drug-screening policy and be able to document compliance with the policy;
- (5) Standards requiring the private person or entity to have twenty-four-hour operations staff to constantly monitor activities in the field and to have on-board, constant communication ability with vehicles in the field;
- (6) Standards requiring the officers and employees of the private person or entity that actually engage in the return of the prisoners to be CPR and first-aid certified.

(C) Upon the effective date of the rules adopted under division (B) of this section, in no case shall a private person or entity return Ohio prisoners from outside of this state into this state for a sheriff or for the adult parole authority unless the private person or entity complies with all applicable standards that are contained in the rules.

(D) This section does not apply regarding any out-of-state prisoner who is brought into this state to be housed pursuant to section 9.07 of the Revised Code in a correctional facility in this state that is managed and operated by a private contractor.

WORKERS' COMPENSATION: Workers' compensation insurance as required by Ohio law.

COMMERCIAL GENERAL LIABILITY INSURANCE: The bidder shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 for each occurrence. The commercial general liability insurance shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal and advertising injury.

COMMERCIAL AUTO LIABILITY INSURANCE: The bidder shall maintain commercial auto liability insurance with a limit of not less than \$2,000,000 for each accident. Such insurance shall cover the liability arising out of any licensed motor vehicle, including those owned, hired, or non-owned by the bidder. If transporting in a vehicle rated for 16 passengers or more, The bidder shall maintain commercial auto liability insurance with a limit of not less than \$5,000,000 for each accident.

COMMERCIAL UMBRELLA LIABILITY INSURANCE: In addition to the underlying commercial auto liability insurance and commercial general liability insurance, the bidder shall also maintain commercial umbrella liability insurance with a limit not less than \$3,000,000 for each occurrence.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

ADDITIONAL INSURED: The bidder shall include the state as an additional insured under the commercial auto liability, commercial general liability, and commercial umbrella liability policies. The insurance shall apply as primary over any other insurance afforded to the bidder.

WAIVER OF SUBROGATION: The bidder waives all rights against the State for damages to the extent there is coverage afforded by the commercial auto liability, commercial general liability or commercial umbrella liability insurance maintained pursuant to this contract.

ADDITIONAL REQUIREMENTS: The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers

All insurers must have at least an A- (Excellent) rating by A.M. Best & Co. The bidder shall, for each policy required by this contract provide the State with thirty-(30)-day prior written notice of cancellation, or non-renewal, except a ten-(10)-day notice for non-payment of premium. Any failure to comply with this reporting provision shall constitute a material breach of contract and may be grounds for immediate termination of this Contract.

The State reserves the right to approve or reject levels of self-insured retention, captive insurance, or any other alternative risk-financing program

NO REPRESENTATION OF COVERAGE ADEQUACY: By requiring insurance herein, the State does not represent that the coverage and limits will necessarily be adequate to protect the bidder and such coverage and limits shall not be deemed as a limitation on the bidder's liability under the indemnities granted to the State under this contract.

GENERAL STANDARDS OF FINANCIAL RESPONSIBILITY: The private person or entity with whom the Adult Parole Authority contracts for the return of Ohio offenders shall indemnify and hold harmless the Department of Rehabilitation and Correction and all state officers and employees for liabilities which arise in connection with the services performed under the contract and are in any way related to the services rendered in the performance of the contract.

TEMPORARY FUEL ADJUSTMENT: No request for a temporary fuel adjustment may be requested for the first six (6) months duration of the Contract. Thereafter, should a statewide or national increase in the cost of fuel occur, that is greater than 20% of the cost for fuel in place at the time of Contract award, the Contractor may petition DAS to increase the Contract price(s). The Contractor will be required to provide a cost breakdown of each item to indicate the portion of their product cost that is attributed to fuel. If approved, the Contractor will be permitted to adjust the price(s) by the exact amount of the fuel increase. The increase will be effective seven (7) calendar days after approval. Future requests for fuel cost adjustment will be considered in six (6) month intervals, for the duration of the Contract, under the above conditions. Should a statewide or national decrease in the cost of fuel occur, that is greater than 20% of the cost of fuel at the time of Contract award or approved increase, the Contractor will advise Procurement Services of said decrease and the Contract will be adjusted accordingly. Said decrease will become effective seven (7) calendar days after notification. Failure of the Contractor to notify Procurement Services of a decrease will be considered as a default and the Contractor will be responsible to reimburse the state for any overpayments. Said increases or decreases will be effective on all orders placed on or after the approval date of the adjustment.

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Tim Riley.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

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 Section 5149.03 of the Ohio Revised Code. 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 Section 5120.64 of the Ohio Revised Code for the private transportation of state and county offenders (these standards do not apply to private prisons housing out-of-state offenders pursuant to Section 9.07 of the Ohio Revised Code). 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 guarantees; 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 Section 2921.01 of the Ohio Revised Code.
- B. The ODRC is responsible for the supervision of offender(s). Section 2967.15 of the Ohio Revised Code 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 to a location in this state as specified by the Adult Parole Authority.
- C. The APA, in order to discharge its duties under Chapters 2967 and 5149 of the Ohio 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 ITB shall incorporate the mandatory standards/requirements expressed in this ITB and Rule 5120:1-1-35 of the Ohio Administrative Code which is Attachment Three to this ITB. 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.

SPECIFICATIONS (Cont'd)

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. On the actual day of arrival, if for any reason the transport team has been delayed and will not arrive before 2:00 p.m., the Contractor will notify ODRC's Central Office with a revised estimated arrival time. ODRC's Central Office will notify the designated institution of the revised estimated arrival time to ensure the appropriate personnel will be available to accept and process the offender. 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.
 6. The Contractor shall not pick up or deliver said offender(s) or prisoner(s) (inmate(s) unless they have received a faxed or E-mail confirmation from the ODRC in response to their original notification. If the Contractor does not provide confirmation, the designated institution can refuse to accept said transport with any additional expense(s) incurred being borne by the Contractor. The ODRC liability is limited to those costs as specified in this Bid/Contract for the individual(s) transported.
 7. The Contractor shall telephone and/or E-mail the designated institution if the estimated time of arrival shall vary two (2) hours either way.
 8. The Contractor shall deliver an offender(s) within ten (10) days after it receives the offender(s) in another state to the location in this state specified by the ODRC, subject to any exceptions adopted by ODRC.
 9. If commercial air transportation is used to transport offender(s), the Contractor must comply with all applicable Federal Aviation Administration (FAA) regulations concerning the transportation of offender(s).
- B. Medical:
1. The Contractor will provide the designated institution a completed Physical/Mental Health – Medications form with each offender and/or Prisoner (inmate) delivered. The form shall have as a minimum the information as noted on Attachment "A" of this bid . If this form is not provided, the designated institution reserves the right to refuse acceptance of said offender or prisoner (inmate) until the completed form is provided. Any additional expense(s) incurred as a result of the designated institution refusal will be borne by the Contractor with no additional liability or expense to the ODRC.
 2. All medical costs of offenders (s), including cost of transportation to or from any medical facility and cost of staff required to remain with the offender or costs incurred by contractor for staff required to remain with the offender, shall be paid by the ODRC. The Contractor is authorized to obtain emergency and routine medical treatment for offender(s).
- C. Cancellation:
1. The ODRC reserves the right to cancel any pick up request within the first twenty-four (24) hours free of charge.
 2. Any cancellation request exceeding the first twenty-four (24) hours may be subject to a penalty charge, as quoted by the Contractor on the pricing page of this Bid/Contract.
- D. Security/Control/Acceptance:
1. The Contractor shall provide a minimum of two (2) transporting agents, per vehicle, for ground transportation, with an agent to offender(s) ratio of no more than one agent to six offender(s) (1 X 6). At least one (1) agent shall be female when transporting a female offender or prisoner (inmate).

SPECIFICATIONS (Cont'd)

2. The Contractor shall provide security and control of offender(s) i.e. restraining device, in accordance with the ODRC policies and procedures, as well as any standard operating procedure that exists in the private sector. In case of any conflict between the policies and procedures established by the ODRC and the private sector, the ODRC policies and procedures shall apply. ODRC shall provide the Contractor with ODRC policies and procedures.
 3. Approved restraining devices, furnished by the Contractor, include leg restraints and double-locked handcuffs, appropriately secured during transport.
 4. The Contractor shall only accept custody of offenders from employees of the ODRC law enforcement agencies, and/or authorized agents designated by the ODRC.
 5. The Contractor is required to notify local law enforcement officials within twenty-four (24) hours in advance of any scheduled stops within their jurisdiction.
 6. In the event of any unusual incident, emergency, or controversial situation, which arises in the performance of this contract, the Contractor shall immediately report such to the ODRC in accordance with the ODRC policies. For purpose of this subparagraph, "Unusual Incident, Emergency, or Controversial Situation" includes, but is not limited to, any act of violence or attempted act of violence by an offender or prisoner (inmate) or any other breach of security, any unusual delay in the transportation of an offender or prisoner (inmate), any medical treatment, and any refusal of law enforcement agencies to release an offender or prisoner (inmate) to the Contractor as authorized and directed by the ODRC.
 7. The Contractor must immediately report all escapes of offender(s) who are being returned to this state and the apprehension of all offender(s) who are being returned and who have escaped, to the ODRC and to the local law enforcement agency of this state or another state that has jurisdiction over the place at which the escape occurs.
- E. Meals, Lodging and Miscellaneous Costs:
1. The Contractor shall be responsible for all lodging and transportation costs related to medical care of offender(s) while they are in the Contractor's custody.
 2. Three (3) hot meals per twenty-four (24) hours shall be required for the offender(s) during transport. Meals from fast food type restaurants shall be acceptable.
 3. Any delay during transport that results in lodging requirements for offender(s) shall be arranged with the appropriate local detention facility.
- F. Refuse/Unable to Transport:
1. The Contractor shall have the right to refuse to transport any individual whose condition or behavior, in the opinion of the driver, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event that the driver refuses to transport any such individual, the ODRC shall be notified immediately, prior to leaving the pick up location and there shall be no charge to the ODRC.
 2. If, upon arrival at the holding agency, the Contractor learns that the offender and/or prisoner (inmate) has a contagious disease, which was unknown to the Contractor and the ODRC the Contractor will immediately contact the ODRC for further instructions, and if the offender or prisoner (inmate) is transported, this transport will be made in such a manner as to ensure the well being of all other occupants. If the offender and/or prisoner (inmate) cannot be transported, the ODRC may be subject to a penalty charge, as quoted by the Contractor on the pricing page of this Bid/Contract. This penalty charge also shall apply if, upon arrival at the holding agency, the Contractor learns that there is no offender or prisoner (inmate) to transport due to circumstances beyond his/her control and the ODRC.

G. Training: All employees of the Contractor involved in the pick up and transport of offender(s) shall have a police and/or corrections background and shall have successfully completed a training program, as detailed below, which focused on the proper use of restraining devices, legal use of force, self-defense, etc.

1. Standards for training of employees that include at a minimum eighty (80) hours. An example of the type training required is as follows:

a) unarmed self defense	8 hours
b) use of force	4 hours
c) restraints	4 hours
d) non-lethal weapons	6 hours
chemical agents	4 hours
non-lethal shotgun	2 hours
e) firearms	10 hours
f) transportation of offender(s)	20 hours
g) searches	2 hours
h) map reading	3 hours
i) defensive driving	4 hours
j) first-aid / CPR	8 hours

2. Transport agents shall be certified by an appropriate certification entity in cardio-pulmonary resuscitation (CPR) and first aid.

H. Transport Agents Pre-employment Requirements:

1. The Contractor shall require a pre-employment criminal records check, at the federal state and local levels, for employees who would actually engage in the return of offender(s), and shall not hire an individual with a record of a conviction for any felony, any sex offense, an offense of domestic violence, two or more misdemeanor drug offenses, or any other offense which disqualifies the prospective employee from carrying a firearm.
2. The Contractor shall require a pre-employment drug screen for employees who would actually engage in the return of offender(s) and shall not hire an individual who tests positive for a controlled substance.
3. The Contractor shall have a written policy and maintain a practice of random drug testing of employees in accordance with applicable state laws.

I. Identification:

1. All employees of the Contractor involved in the pick up and transport of offenders and/or prisoners (inmates) shall be required to dress in a professional manner. The employees shall be required to wear a uniform bearing the company logo and identifying the agent as a transport officer. "Street/Casual Clothes" (i.e. jeans, T-shirt with popular printed material, sandals, "flip flops" and etc.) shall not be acceptable. The holding authority may not release the offender(s) if proper attire is not worn by the Contractor's employees. If this occurs the Contractor shall not be compensated for the trip.
2. All employees of the Contractor involved in the pick up and transport of offenders and/or prisoners (inmates) shall carry an ID that indicates information including, but not limited to, the company name, employees name, photo, etc. These ID's must be presented and/or displayed properly when requested by the holding agency prior to the release of any offender and/or prisoner (inmate).
3. Offender(s) being transported by the Contractor shall wear uniforms that make them readily identifiable as offenders.

J. Subcontractors:

The subcontracting of any services specified herein shall not be acceptable to the state of Ohio. Any Contractor responding to this Bid that proposes to utilize a subcontractor shall not be considered during the evaluation and/or award process.

SPECIFICATIONS (Cont'd)

K. Contractor Qualifications:

The Contractor shall be required to meet the following minimum qualifications. Failure to meet these requirements may deem your Bid not-responsive and no further consideration for the award shall be given.

1. The Contractor shall have been in business of transporting offenders and/or prisoners (inmates) for a minimum of three (3) years.
2. The Contractor shall have in place and operational a ground transportation system which operates year round, seven (7) days per week and available twenty-four (24) hours per day.
3. The Contractor shall have a minimum of five (5) vans as described herein Section III L.
4. The Contractor shall provide three (3) references for which they are currently providing similar services as specified herein within the last twelve (12) months.
5. The Contractor shall provide a copy of the Contractor's certificate of registration issued by the Federal Motor Carrier Safety Administration and the United States Department of Transportation Number which gives them authority to operate as a common carrier. The Contractor will be required to provide the said certificate with the contractor's Bid response. Failure to provide the certificate with contractor's Bid response may result in the Contractor being deemed as not-responsive and the Bid response may be immediately disqualified with no further consideration given for potential awarding of the contract.
6. The Contractor shall provide documentation showing that background checks are performed on each transportation agent, indicating the individual has no felony record, that the agent has received complete training in all phases of offender and prisoner (inmate) transport and should be properly licensed in accordance with all state and federal requirements.
7. The Contractor shall have provided a minimum of five thousand (5,000) offender(s) hour transports within the last three (3) years.
8. The Contractor shall have immediate compliance to 28 Code of Federal Regulations (CFR) Part 97.

L. Vehicles:

The Contractor shall maintain a minimum of five (5) vans properly equipped to transport offender(s) and/or prisoner(s) (inmates). Vehicles utilized to transport offender(s) shall be in good operating condition, with current maintenance and repair records on file and meet the following minimum criteria:

1. Separate and safely secure the driving team from the offender(s).
2. Doors and windows unable to be opened from the inside of the offender(s) compartment.
3. Welded steel screens covering windows.
4. Vans to be equipped with some form of mobile communications.
5. Operational heater and air conditioner for the entire vehicle.
6. The vans should be compartmentalized to separate male and female offender(s).
7. Readily identifiable by air as offender transport vehicles.
8. Maintain manufacturer's recommended occupancy rating.

SPECIFICATIONS (Cont'd)

M. Maximum Driving Time:

The Contractor shall maintain compliance with the federal motor carrier safety administration regulation 395.3 regarding maximum driving time for employees, and any revision, amendment or modification of that regulation.

N. Operational Standards:

The Contractor shall have twenty-four hour operational staff and equipment to constantly monitor activities in the field and have on-board, constant communication capability with vehicles in the field.

O. Extradition Proceedings:

All Bidders responding to this Bid shall meet United States Code, Chapter 209, entitled "Extradition Proceedings".

P. Liquidated Damages:

In the event of a breach by Contractor in any of the below defined areas, the ODRC may assess, as liquidated damages, the monetary amounts calculated by the formula below. In the interest of promoting cooperation and the successful accomplishment of the objectives of the Contract, the ODRC will have discretion to apply or waive liquidated damages for any occasion of Breach. The ODRC is not obligated to assess liquidated damages before availing itself of any other remedy. Liquidated damages may continue to be assessed until the Contractor cures the breach. Liquidated damages are intended to represent solely the damages sustained by the ODRC in losing the benefits of the Contract. If liquidated damages are imposed, the ODRC may reduce the payment owed to the private person or entity pursuant to any invoice in the amount of the liquidated damages.

Definitions

1. **Breach of Contract** – The Contractor shall be deemed to have breached the Contract, if any of the following occurs:

- Failure to perform in accordance with any term, condition or provision of the Contract;
- Partial performance of any term, condition or provision of the Contract; or
- Any act prohibited or restricted by the Contract

2. **Failure to Staff** – The Contractor has failed to staff in accordance with the contract.

3. **Failure of Staff to Perform** – The staff of the Contractor has not performed the duties as required by the Contract.

4. **Failure to Document** – The Contractor has failed to complete or failed to accurately complete the required reports, logs, files or other required written, audio and video documentation.

5. **Failure to Report** – The Contractor has failed to submit required reports and notifications; failure to report incidents or other information to the ODRC as required by the Contract.

6. **Failure to Comply with Standards** – The Contractor has failed to comply with any of the following standards: Federal, State or local law and ordinances, ACA Standards and NCCHC Standards (if applicable), ODRC Policy Directives and Standard Operating Procedures and Protocols, Ohio Administrative rules, ODRC Transportation Policy and/or requiring training of employees of the private transportation company; identification of employees and offenders, physical standards for vehicles used for offender(s) transport; standards regarding adequate liability insurance and indemnification of the governmental entities and their employees; performance guarantee; 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.

Liquidated damages for each occurrence will be calculated in accordance with the following formula:

- **Breach Weight times Daily Breach Value times Duration of Breach = Penalty**

SPECIFICATIONS (Cont'd)

Breach Weight values are hereby noted below:

Breach	Weight
• Failure to Staff	5
• Failure of Staff to Perform	5
• Failure to Document	4
• Failure to Report	3
• Failure to Comply with Standards	<u>5</u>
Total Breach Weight:	22

Daily Contract Value is determined by the total Contract Value divided by 365 days in effect.

Daily Breach Value is determined by the Daily Contract Value divided by the Total Breach Weight.

Q. This contract does not apply to any out-of-state offender(s) who is brought into this state to be housed pursuant to Section 9.07 of the Ohio Revised Code in a correctional facility in this state that is managed and operated by a private Contractor.

R. Primary Offender(s) Delivery Locations:

The following locations are the primary delivery points for offender(s) being transported by the Contractor. However, the Contractor is responsible for offender(s) delivery to any specified State operated location within the state of Ohio.

Corrections Medical Center
1900 Harmon Avenue
Columbus, Ohio 43223

Correctional Reception Center
11271 State Route 769
Orient, Ohio 43146

Lorain Correctional Institution
2075 South Avon – Belden Road
Grafton, Ohio 44044

Ohio Reformatory for Women
1479 Collins Avenue
Marysville, Ohio 43040

S. Transportation Statistics for Calendar Year 2010 and 2011

1. Contractor returns = 86 offenders (2010), 89 offenders (2011)
2. ODRC will provide its own transport in some situations at its discretion.

Top offenders return origins:

2010 – 15 Florida, 10 Tennessee, 7 Texas
2011 – 18 Florida, 9 Georgia, 8 Tennessee

SPECIFICATIONS (Cont'd)

PRICE SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	COST FOR PERIOD 05/01/13 – 04/30/14	COST FOR PERIOD 05/01/14 – 04/30/15	COST FOR PERIOD 05/01/15 – 04/30/16
	GROUND TRANSPORTATION				
	Price per mile per male offender	200,000 Miles	\$	\$	\$
8845	Price per mile per female offender	23,000 Miles	\$	\$	\$
	Discount percentage for multiple pick-ups at one location. (will not be used for evaluation purposes)	4 Occurrences	%	%	%
	AIR TRANSPORTATION				
	Price per mile per male offender	13,000 Miles	\$	\$	\$
3982	Price per mile per female offender	2,600 Miles	\$	\$	\$
3983	Discount percentage for multiple pick-up at one location (will not be used for evaluation purposes)	1 Occurrence	%	%	%
	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.	5	\$	\$	\$
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. (will not be used for evaluation purposes)	1 Occurrence	%	%	%
	MINIMUM CHARGE				
8846	Minimum charge (if any) to the state of Ohio for transporting offenders.	10	\$	\$	\$
	PERFORMANCE GUARANTEE				
	Performance Guarantee Cost. The cost of the performance guarantee will not be used for evaluation purposes.		\$	\$	\$

SPECIFICATIONS (Cont'd)

ATTACHMENT A

**TRANSPORT REPORT FORM
PHYSICAL / MENTAL HEALTH PROBLEMS OR MEDICATIONS**

Name:	Number:	Type:
Transport From:	Transport To:	

Medications

Reported current medications / is medication critical or life sustaining: _____

Medication transported with release: _____

Mental Health

Reported current mental health problems: _____

Has the offender/prisoner attempted suicide: _____

Treatment while incarcerated: _____

Physical

Reported current physical problems / are they life threatening: _____

Does the offender/prisoner have a contagious disease, if so explain: _____

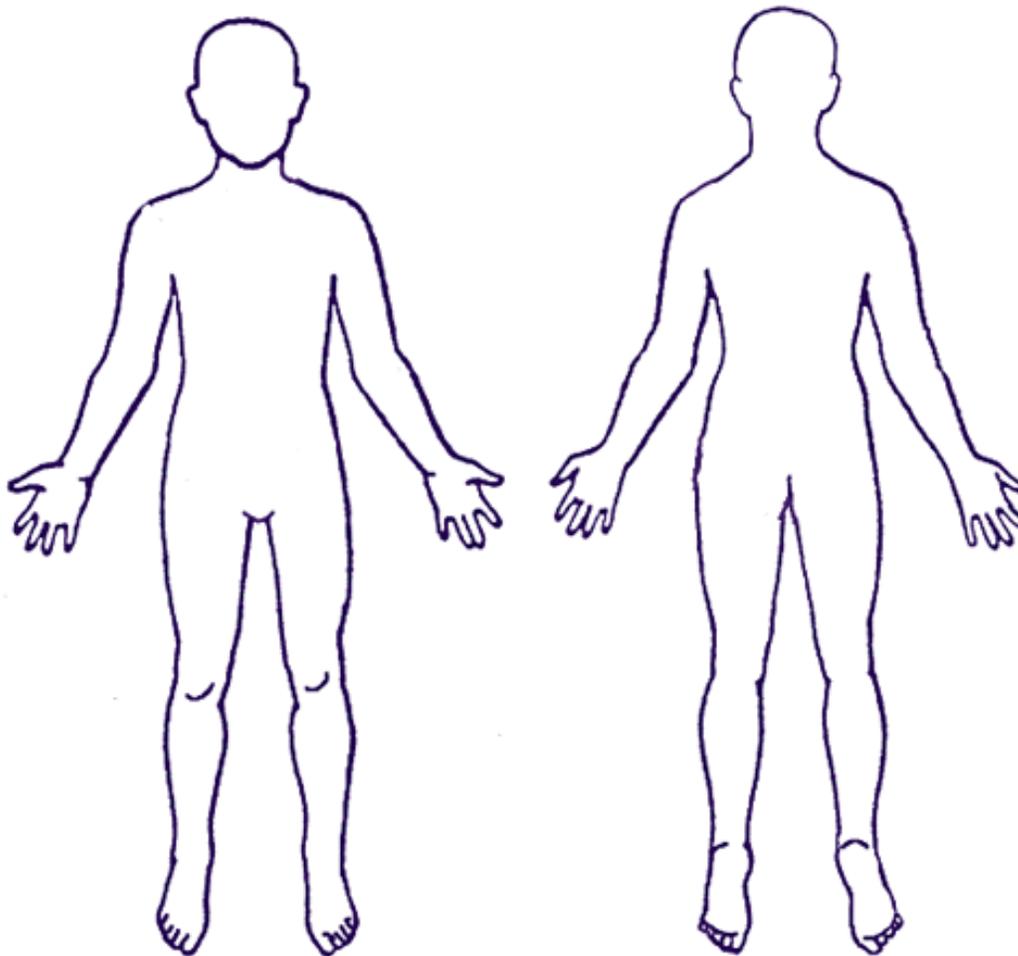
Treatment while incarcerated: _____

Reported disruptive/assaultive behavior while incarcerated or during transport: _____

SPECIFICATIONS (Cont'd)

ATTACHMENT A (Cont'd.)

Use diagram below to identify reported physical problems:



Transportation Agent Information:

Name & Title (print)	
Signature:	Date:

Name & Title (print)	
Signature:	Date:

SPECIFICATIONS (Cont'd)

IV. BID RESPONSE

Each Bid should contain the following information in the order listed:

- A. Signed bid response, in blue ink - Page 1
- B. Required certification for bidding - Page 2
- C. Price Schedules – Page 14.
- D. Company profile – Attachment 2 - provide documentation of all required minimum contractor qualifications - page 11
- E. Bidder must provide documentation that the bidder has been in business of transporting offenders and/or prisoners (inmates) for a minimum of three (3) years – Page 11.
- F. Bidder must provide documentation that the bidder has in place and operational a ground transportation system which operates year round, seven (7) days per week and available twenty-four (24) hours per day – Page 11.
- G. Bidder must provide documentation that the bidder has a minimum of five (5) vans as described herein Section III L– Page 11.
- H. Bidder must provide three (3) references for which they are currently providing similar services as specified herein within the last twelve (12) months – Page 11 / Attachment 4 page 25.
- I. Bidder must provide a copy of the Contractor's certificate of registration issued by the Federal Motor Carrier Safety Administration and the United States Department of Transportation Number which gives them authority to operate as a common carrier – Page 11.
- J. Bidder must provide documentation showing that background checks are performed on each transportation agent, indicating the individual has no felony record, that the agent has received complete training in all phases of offender and prisoner (inmate) transport and should be properly licensed in accordance with all state and federal requirements – Page 11.
- K. Bidder must provide documentation that the bidder has a minimum of five thousand (5,000) offender(s) hour transports within the last three (3) years – Page 11.
- L. Bidder shall have immediate of compliance to 28 Code of Federal Regulations (CFR) Part 97 – Page 11.
- M. Attachment 1, Standard Affirmation and Disclosure Form - Pages 19
- N. A copy of AAPV (Affirmative Action Program Verification). A copy of the approval letter issued to your company by the DAS, Equal Opportunity Division (EOD) may be obtained from <http://eodreporting.oit.ohio.gov/searchEODReporting.aspx>. If an Affirmative Action Program has not been filed by your company to date or has lapsed, a new application may be filed at <https://ohiobusinessgateway.ohio.gov/OBG/Membership/Security.mvc/Login#MainContainer>.
- O. Prohibiting the Expenditure of Public Funds on Offshore Services: When the Contract includes services, the Bidder must complete a Contractor/Subcontractor Affirmation and Disclosure form to abide with Executive Order 2011-12K, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States
- P. W-9 Form and Vendor Information Form: The Bidder must complete IRS Form W-9, Request for Taxpayer Identification Number and Certification form and the Vendor Information Form (OBM-5657) in their entirety. One (1) original of each form (signed in blue ink). If a subsidiary company and/or subcontractor is involved, the Bidder must have an original W-9 and OBM-5657 for both the parent and subsidiary and/or subcontractor companies. These documents and directions can be found on the OBM Web site under the heading "Vendor Forms" at <http://www.ohiosharedservices.ohio.gov/Vendors.aspx>

SPECIFICATIONS (Cont'd)

Insurance Requirements

- Q. Certificate of Insurance: A certificate of insurance shall be submitted with the bid response. The certificate of insurance shall demonstrate coverage in the types and limits specified in Articles S-12 and S-13 of the Supplemental Contract Terms and Conditions
- R. A copy of the current Certificate of Premium Payment or Certificate of Employer's Right to Pay Compensation Directly, as applicable, issued by the Bureau of Workers' Compensation
- S. Commercial General Liability Insurance: A certificate of insurance shall be submitted with the bid response. The certificate of insurance shall demonstrate coverage in the types and limits specified as Commercial General Liability Insurance– Page 5.
- T. Commercial Auto Liability Insurance: A certificate of insurance shall be submitted with the bid response. The certificate of insurance shall demonstrate coverage in the types and limits specified as Commercial Auto Liability Insurance – Page 5.
- U. Commercial Umbrella Liability Insurance: A certificate of insurance shall be submitted with the bid response. The certificate of insurance shall demonstrate coverage in the types and limits specified as Commercial Umbrella Liability Insurance – Page 5.
- V. ADDITIONAL INSURED: The bidder shall include the state as an additional insured under the commercial auto liability, commercial general liability, and commercial umbrella liability policies. The insurance shall apply as primary over any other insurance afforded to the bidder.
- W. WAIVER OF SUBROGATION: The bidder waives all rights against the State for damages to the extent there is coverage afforded by the commercial auto liability, commercial general liability or commercial umbrella liability insurance maintained pursuant to this contract.

SUBMIT AN ACORD CERTIFICATE OR SIMILAR CERTIFICATE FROM YOUR INSURANCE AGENT/CARRIER SHOWING COMPLIANCE WITH THE REQUIRED COVERAGE AMOUNTS.

FOR THE COMMERCIAL GENERAL, AUTO AND UMBRELLA LIABILITY COVERAGE, THE CERTIFICATE MUST ALSO BE ENDORSED TO (1) DESIGNATE THE STATE OF OHIO AS AN ADDITIONAL INSURED, (2) INCLUDE A BLANKET WAIVER OF SUBROGATION, (3) INDICATE COVERAGE AS PER PROJECT OR PER LOCATION BASIS, AND (4) MUST BE IN A FORM THAT IS SATISFACTORY TO THE STST AS TO THE CONTENTS OF THE POLICIES AND THE QUALITY OF THE INSURANCE CARRIERS.

All documents specified in paragraphs IV.A. through IV.W are necessary to evaluate the bid response. If any of the documents specified in paragraphs IV.A through IV.W are not included with the bid response, they will be requested during the bid evaluation. If documents are requested during the bid evaluation, they must be provided within five (5) business days of verbal or written request. Failure to submit documents requested during the evaluation may deem your bid not responsive and further consideration for award may not be given.

This list is provided solely for the Bidder's benefit. Submission of the mandatory/required materials does not guarantee that the Bidder will be deemed compliant with all of the specifications and requirements as stated in this Bid. Completing this list does not absolve the Bidder's responsibility to thoroughly review and understand all of the specifications and requirements as stated in this Bid.

ATTACHMENT 1

STANDARD AFFIRMATION AND DISCLOSURE FORM

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

ATTACHMENT 1 (Cont'd.)

STANDARD AFFIRMATION AND DISCLOSURE FORM

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

ATTACHMENT 3

5120:1-1-35 Contracts for the transportation of inmates.

- (A) The adult parole authority, 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 prisoners who are the responsibility of the department of rehabilitation and correction from outside of this state to a location in this state specified by the adult parole authority. Pursuant to division (E) of section 311.29 of the Revised Code, this rule is applicable to contracts entered into between a private person or entity and a county sheriff, for the transportation of prisoners who are the responsibility of the county sheriff.
- (B) Any contract entered into under this rule shall incorporate the mandatory standards expressed in this rule. Any private person or entity with whom the adult parole authority contracts for the return of Ohio prisoners shall maintain compliance with these standards throughout the term of the contract.
- (C) Standards for training of employees of the private person or entity that engage in the return of prisoners:
- (1) Eighty hours of preservice training which shall minimally include:
 - (a) Unarmed self defense: eight hours
 - (b) Use of force: four hours
 - (c) Restraints: four hours
 - (d) Non-lethal weapons: six hours
 - Four hours – chemical agents
 - Two hours – non-lethal shotgun
 - (e) Firearms: ten hours
 - (f) Transportation of prisoners: twenty hours
 - (g) Searches: two hours
 - (h) Map reading: three hours
 - (i) Defensive driving: four hours
 - (j) First-aid/cpr: eight hours
- (D) Physical standards for vehicles used in the return of prisoners:
- (1) Vehicles utilized to transport prisoners shall be in good operating condition, with current maintenance and repair records on file, and meet the following minimum criteria:
 - (a) Separate and safely secure the driving team from the prisoner.
 - (b) Doors and windows unable to be opened from the inside of the prisoner compartment.
 - (c) Welded steel screens covering the windows.
 - (d) Operational heater and air conditioner for the entire vehicle.
 - (e) Equipped with some form of mobile communication.
 - (f) Readily identifiable by air as prisoner transport vehicles.
 - (g) Maintain manufacturer's recommended occupancy rating.
- (E) The private person or entity with whom the adult parole authority contracts for the return of Ohio prisoners shall maintain compliance with the federal motor carrier safety administration regulation 395.3 regarding maximum driving time for employees, and any revision, amendment or modification of that regulation.

ATTACHMENT 3 (Cont'd.)

(F) Standards of financial responsibility:

- (1) The private person or entity with whom the adult parole authority contracts for the return of Ohio prisoners shall obtain, and maintain for the duration of the contract term, a policy of liability insurance with sufficient coverage to protect the state of Ohio to cover all injuries, deaths, or loss to persons or property that arise from, or is related to, its return of prisoners.
- (2) The private person or entity with whom the adult parole authority contracts for the return of Ohio prisoners shall indemnify and hold harmless the department of rehabilitation and correction and all state officers and employees for liabilities which arise in connection with the services performed under the contract and are in any way related to the services rendered in the performance of the contract.
- (3) The private person or entity with whom the adult parole authority contracts for the return of Ohio prisoners shall provide a performance bond in the amount of ten percent of the total contract price. The purpose of the bond is to ensure proper performance by the contractor. The bond shall be payable to the treasurer, state of Ohio. The bond shall remain in effect for the duration of the awarded contract and any extensions thereto, and shall comply with any other applicable requirements of the Ohio department of administrative services.

(G) Standards for pre-employment practices:

- (1) The private person or entity with whom the adult parole authority contracts for the return of Ohio prisoners shall require a pre-employment criminal records check, at the federal state and local levels, for employees who would actually engage in the return of prisoners, and shall not hire an individual with a record of a conviction for any felony, any sex offense, an offense of domestic violence, two or more misdemeanor drug offenses, or any other offense which disqualifies the prospective employee from carrying a firearm.
- (2) The private person or entity with whom the adult parole authority contracts for the return of Ohio prisoners shall require a pre-employment drug screen for employees who would actually engage in the return of prisoners, and shall not hire an individual who tests positive for a controlled substance. The private person or entity with whom the adult parole authority contracts for the return of Ohio prisoners shall have a written policy for, and maintain a practice of random drug testing of employees in accordance with applicable state laws.

(H) Operational standards:

- (1) The private person or entity with whom the adult parole authority contracts for the return of Ohio prisoners shall have twenty-four hour operational staff and equipment to constantly monitor activities in the field and have on-board, constant communication capability with vehicles in the field.
- (2) The private person or entity with whom the adult parole authority contracts for the return of Ohio prisoners shall require that officers and employees that actually engage in the return of prisoners to be certified by an appropriate certification entity in cardio-pulmonary resuscitation (CPR) and first aid.

(I) Contract standards: Any contract entered into under this rule shall incorporate the mandatory standards expressed in this rule and shall include the following provisions:

- (1) Specific provisions that assign the responsibility for costs related to medical care of prisoners while they are being returned that is not covered by insurance of the private person or entity.
- (2) Specific provisions that set forth the number of days, not exceeding ten, within which the private person or entity, after it receives the prisoner in the other state, must deliver the prisoner to the location in this state specified by the adult parole authority, subject to the exceptions adopted as described in paragraph (I)(3) of this rule.
- (3) Specific provisions that set forth any exceptions to the specified number of days for delivery specified as described in paragraph (I)(2) of this rule.
- (4) A requirement that the private person or entity immediately report all escapes of prisoners who are being returned to this state, and the apprehension of all prisoners who are being returned and who have escaped, to the adult parole authority and to the local law enforcement agency of this state or another state that has jurisdiction over the place at which the escape occurs;

ATTACHMENT 3 (Cont'd.)

- (5) A schedule of fines that the adult parole authority shall impose upon the private person or entity if the private person or entity fails to perform its contractual duties, and a requirement that, if the private person or entity fails to perform its contractual duties, the adult parole authority shall impose a fine on the private person or entity from the schedule of fines and, in addition, may exercise any other rights it has under the contract.
 - (6) Two agents per vehicle with an agent to prisoner ratio of no more than one to six.
 - (7) The presence of at least one female officer when transporting female prisoners.
 - (8) A requirement that prisoners are appropriately secured during transport, which includes leg restraints and double-locked handcuffs.
 - (9) A requirement that the private person or entity notify local law enforcement officials within twenty-four hours in advance of any scheduled stops within their jurisdiction.
 - (10) A requirement that officers or agents engaged in the return of prisoners wear a uniform with an identifying insignia or badge identifying the officer or agent as a transport officer.
 - (11) A requirement that prisoners being transported wear uniforms that make them readily identifiable as prisoners.
 - (12) A requirement that, if commercial air transportation is used to transport prisoners, that the entity comply with all applicable FAA regulations concerning the transportation of prisoners.
- (J) If the private person or entity that enters into the contract fails to perform its contractual duties, the adult parole authority shall impose upon the private person or entity a fine from the schedule described in paragraph (I)(5) of this rule. The money paid in satisfaction of the fine shall be paid into the state treasury, and the adult parole authority may exercise any other rights it has under the contract. If a fine is imposed under the contract entered into pursuant to this rule, the adult parole authority may reduce the payment owed to the private person or entity pursuant to any invoice in the amount of the fine.
- (K) This rule does not apply to any out-of-state prisoner who is brought into this state to be housed pursuant to section 9.07 of the Revised Code in a correctional facility in this state that is managed and operated by a private contractor.

ATTACHMENT 4

BIDDER REFERENCES

The Contractor shall provide three (3) references for which they are currently providing similar services as specified herein within the last twelve (12) months..

Company Name:	Contact Name:	
Address:	Telephone Number:	
	Email Address:	
Contract Name:	Beginning Date of Contract: (Month/Year)	Ending Date of Contract: (Month/Year)
Description of term contract/temporary personnel services provided.		