

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 AT RCI AND GCI

CONTRACT No.: OT00908322

EFFECTIVE DATES: *April 15, 2013 to June 30, 2015

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT00908322 that opened on March 8, 2013. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

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

This Requirements Contract is available to Ohio 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.

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

Patrick Means, CPPB
patrick.means@das.state.oh.us

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

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

*Indicates a change in the contract name.

Signed: _____
Robert Blair, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Evaluation	3
Award	3
Contract Renewal	3
Contract Requirements	3-4
Specifications	5-7
Cost Summary	8-9
Contractor's Index	10

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.

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 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.

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.

CONTRACT RENEWAL: Once awarded, the term of the Contract will be from the award date through June 16, 2015. The State may solely renew this Contract at the discretion of DAS for 30 days. Any further renewals will be by mutual agreement between the Contractor and DAS for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed four (4) years and is subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. 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. All items on bid to made available for delivery to the following location:

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.

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: Contractor 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.

Technical Requirements

1. 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 shall include:
 - Must provide at least 4 hrs of instruction off the highway & behind-the-wheel BEFORE any on-highway / behind-the-wheel instruction can be offered;
 - Provide no less than 10 hrs/behind-the-wheel on off-highway ranges;
 - Provide no less than 10 hrs of behind-the-wheel instruction on streets/highways with normal traffic;
2. Contractor will provide curriculum for all training classes:
 - A. 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
 - 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.

SPECIFICATIONS FOR DCL TRAINING CONTINUED

- 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”
- B. 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.
3. 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.);
4. 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.
5. 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.;
6. 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.

Administrative Requirements

- 7. Contractor will schedule service times with the appropriate ODRC Institutional Program Administrator (Assigned Operation Support Center staff).
- 8. Contractor must provide services within hours that offenders are available as dictated by count, meal, movement, schedules, etc.
- 9. 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.
- 10. Contractors will schedule appointments with the Bureau of Motor Vehicles to facilitate the driving portion of the exam.
- 11. Contractor will accompany the offenders to the BMV site for the driving portion of the exam.
- 12. Contractor will provide remedial training and schedule a re-exam for those who do not pass the exam.
- 13. 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;
 - a. Contractor will provide a plan for job placement assistance.
 - b. Contractor's success is measured by the number of offenders placed in jobs after release.
- 14. 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

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.

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 1048-2255-and 1048-2258. 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.

III. 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.

IV. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

1. 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.
2. 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

The term of this contract is April 15, 2013 to June 30, 2015.

*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.

Item Number	SERVICE	Students Trained Per Year	Cost per Student (All inclusive fee)
	CDL Training Services		Classroom, Behind-the-Wheel, Testing and Re-Testing
24420	*Grafton Correctional Institution	60	\$3,995.00
24421	Richland Correctional Institution	60	\$3,995.00
	Total Cost		\$479,400.00

OPTIONAL PRICING

Three pricing options as mutually agreed to by Trainco Inc. and the Ohio Department of Rehabilitation and Correction.

OPTION 1

SUPPLEMENTAL COST SUMMARY- OPTION# 1-CDL TRAINING, CDL TESTING, &RE-TESTING AS NEEDED

Item Number	SERVICE	Students Trained Per Year	Cost per Student (All inclusive fee)
	CDL Training Services		Classroom, Behind-the-Wheel, Testing and Re-Testing
24521	*Grafton Correctional Institution	60	\$3,497.00*
24522	Richland Correctional Institution	60	\$3,497.00*
	Total Cost		\$419,640.00*

The cost per student is calculated upon the following contract conditions:

1. Contractor approves all entrants into program, and
2. all CDL training classes will contain no fewer than 12 students, and
3. the training schedule will conform to the Basic 10 Week Schedule for ODRC CDL Training: 12 Students at the TR5 Attachments,
4. all classes will be invoiced on a 12 student minimum,
5. with the exception being that the State may exercise up to two exemptions, consisting of two individual students, per year, per institution
6. CDL test/re-test & truck rental are quoted at \$102.00 per student, and are included in above \$3,497.00 price
7. It excludes the fees associated with:
 - a. drug testing the student,
 - b. giving D.O.T. physical,
 - c. purchasing basic Ohio Driver License,
 - d. purchasing CDL learners permit

*Indicates a change in training location.

OPTION 2

SUPPLEMENTAL COST SUMMARY- OPTION# 2-CDL TRAINING, CDL TESTING, &RE-TESTING AS NEEDED - WITH, PERFORMANCE CHARACTER & JOB PLACEMENT COMPONENTS

Item Number	SERVICE	Students Trained Per Year	Cost per Student (All inclusive fee)
	CDL Training Services		CDL Classroom, & Performance Character & Job Placement & Behind-the-Wheel CDL Training & CDL Testing ,and Re-Testing
24523	*Grafton Correctional Institution	60	\$4,097.00*
24526	Richland Correctional Institution	60	\$4,097.00*
	Total Cost		\$491,640.00*

The cost per student is calculated upon the following contract conditions:

1. Contractor approves all entrants into program, and
2. all CDL training classes will contain no fewer than 12 students, and
3. the training schedule will conform to the Basic 10 Week Schedule for ODRC CDL Training: 12 Students at the TR5 Attachments,
4. all classes will be invoiced on a 12 student minimum,
5. with the exception being that the State may exercise up to two exemptions, consisting of two individual students, per year, per institution
6. CDL test/retest & truck rental are quoted at \$102.00, and are included in above 4,097.00 cost per student
7. It excludes the fees associated with:
 - a. drug testing the student,
 - b. giving D.O.T. physical,
 - c. purchasing basic Ohio Driver License,
 - d. purchasing CDL learners permit

OPTION 3

SUPPLEMENTAL COST SUMMARY- OPTION# 3 -CDL TRAINING-CLASSROOM & BEHIND THE WHEEL, ONLY

Item Number	SERVICE	Students Trained Per Year	Cost per Student (All inclusive fee)
	CDL Training Services		CDL Classroom, & Behind-the-Wheel, CDL Training ONLY
24533	*Grafton Correctional Institution	60	\$3,395.00.00*
24538	Richland Correctional Institution	60	\$3,395.00.00*
	Total Cost		\$407,400.00*

The cost per student is calculated upon the following contract conditions:

1. Contractor approves all entrants into program, and
2. all CDL training classes will contain no fewer than 12 students, and
3. the training schedule will conform to the Basic 10 Week Schedule for ODRC CDL Training: 12 Students at theTR5 Attachments,
4. all classes will be invoiced on a 12 student minimum,
5. with the exception being that the State may exercise up to two exemptions, consisting of two individual students, per year, per institution
6. It excludes the fees associated with:
 - a. drug testing the student,
 - b. giving D.O.T. physical,
 - c. purchasing basic Ohio Driver License,
 - d. purchasing CDL learners permit
 - e. CDL Testing & Re-testing as needed, and CDL, test truck, rental

*Indicates a change in training location.

Index No.: DRC002
Page 10

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT00908322-1 (6/30/15)

60644
Trainco, Inc.
26718 Oregon Rd.
Perrysburg, OH 43551

TERMS: Net 30 days

CONTRACTOR'S CONTACT:

Kenneth Howell

Telephone: 419-837-5730
FAX: 419-837-5580
Toll Free 866-374-8353
E-Mail: mmoscinski@traincoinc.com

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
2	5/12/14	The Ohio Department of Rehabilitation and Corrections and Trainco requested a change in location for training Offenders. Training will be moved from Pickaway Correctional Institution to Grafton Correctional Institution. All other terms and pricing will remain the same.
1	4/25/13	To change the contract effective date to 4/15/13.