

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

REQUIREMENTS CONTRACT: TRANSPORTATION OF OFFENDERS

CONTRACT No.: OT908609

EFFECTIVE DATES: 06/01/09 to 05/31/12
Renewed through 11/30/12

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT908609 that opened on 04/17/09. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

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

This Requirements Contract is available to iOhio Department of Rehabilitation and Correction, Adult Parole Authority, Division of Parole and Community Services, 770 West Broad St., Columbus, OH 43222, as applicable.

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

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

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

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

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

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

Signed: _____
Robert Blair, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Instructions to Bidders	1-4
Contract Terms and Conditions (Revised 10/01/07)	5-11
Performance Bond	3
Contract Award	3
Evaluation	3
Usage Reports	4
Specifications	5-10
Contract Items	11
Contractor Index	12
Physical/Mental Health Problems or Medications Transport Form	13

CONTRACT ITEMS

Price Schedule	11
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SPECIAL CONTRACT TERMS AND CONDITIONS

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.

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.

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.

PERFORMANCE BOND: The Director of Administrative Services may require the Bidder to furnish a performance bond in the amount of ten (10%) percent of the total Bid price prior to award of the contract. The performance bond will be used in the evaluation process to determine the lowest responsive and responsible Bidder. The Bidder will be required to provide said performance bond to the Office of Procurement Services within ten (10) calendar days after notification. Failure to provide the performance bond within the stated time period will result in the Bidder being deemed not responsive.

The purpose of the bond is to ensure that the Bidder/Contractor will faithfully execute the terms of the contract and promptly make delivery of the supplies or services purchased by the state of Ohio. A standard bond form from any company authorized to do business within the state of Ohio is acceptable. The bond shall be made payable to the Ohio Treasurer Richard Cordray, referencing the applicable Bid number.

The bond shall become effective upon issuance of the signed contract by the Director of Administrative Services to the lowest responsive and responsible Bidder. Unless determined otherwise by the Director of Administrative Services, the bond shall remain in effect for the duration of the contract and any renewals thereto. Any action on the part of the Contractor 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 Contractor 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 bond and may request a copy of the invoice from the bonding company for documentation. If the cost of the bond on the price proposal page and the cost shown on the bonding company's invoice do not match, the State will pay whichever is less.

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 then add these totals together, multiply the Estimated Annual Usage for multiple pick ups for both ground and air transportation by their corresponding unit prices and then add these totals together and subtract the total from the previous total cost for an estimated contract cost. The cost for the performance bond will not be used in the evaluation. Failure to bid all items may result in the Bidder being deemed as not responsive.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible Bidder by agency. Failure to bid all items may result in the Bidder being deemed not responsive.

PUBLIC LIABILITY: Each Bidder 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 offenders. A certificate of insurance showing the types of coverage should be submitted with the Bid. If not, the Bidder must provide the said certificate within five (5) business days, after notification, to the Office of State Procurement. Furthermore, accompanying the certificate of insurance, providing the Bidder does not currently carry the amount of coverage specified above, shall be a letter from the insurance company stating that the Bidder's coverage will be increased to the specified amounts upon award of the ensuing contract. Failure to provide the certificate and coverage increase letter, as applicable, within the stated time period will result in the Bidder being deemed as not-responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

PERSONAL INJURY LIABILITY INSURANCE: Each Bidder 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 offenders. The definition of personal injury is to include mental anguish, fright, humiliation, discrimination, civil rights and physical abuse, including rape. A certificate of insurance showing the types of coverage should be submitted with the Bid. If not, the Bidder must provide the said certificate within five (5) business days, after notification, to the Office of State Procurement. Furthermore, accompanying the certificate of insurance, providing the Bidder does not currently carry the amount of coverage specified above, shall be a letter from the insurance company stating that the Bidder's coverage will be increased to the specified amounts upon award of the ensuing contract. Failure to provide the certificate and coverage increase letter, as applicable, within the stated time period will result in the Bidder being deemed as not-responsive.

COMPREHENSIVE AUTOMOTIVE LIABILITY INSURANCE: Each Bidder shall carry comprehensive automotive liability insurance including, but not limited to, coverage for owned, non-owned, and hired automobiles, in compliance with the requirements of the Federal Motor Carrier Safety Administration.

Each Bidder 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 offenders.

A certificate of insurance showing the types of coverage should be submitted with the Bid. If not, the Bidder must provide the said certificate within five (5) business days, after notification, to the Office of State Procurement. Furthermore, accompanying the certificate of insurance, providing the Bidder does not currently carry the amount of coverage specified above, shall be a letter from the insurance company stating that the Bidder's coverage will be increased to the specified amounts upon award of the ensuing contract. Failure to provide the certificate and coverage increase letter, as applicable, within the stated time period will result in the Bidder being deemed as not-responsive.

GENERAL STANDARDS OF FINANCIAL RESPONSIBILITY:

A. The private person or entity with whom the adult parole authority contracts for the return of Ohio offenders 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 offenders.

B. 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.

C. The private person or entity with whom the adult parole authority contracts for the return of Ohio offenders 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 the Contractor the bond shall be payable to 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.

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 State Procurement, 4200 Surface Road, Columbus, OH 43228-1395.

SPECIFICATIONS FOR TRANSPORTATION FOR OFFENDERS

I. SCOPE:

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

II. BACKGROUND:

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

III. REQUIREMENTS:

A. Transportation/Notification:

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

SPECIFICATIONS (Cont'd)

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. Contractor shall provide the designated institution a completed Physical/Mental Health - Medications form with each offender and/or prisoner (inmate) delivered. 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. The Contractor is responsible for furnishing the Physical/Mental Health - Medications form for transporting offender(s) and prisoner(s) (inmate(s)). This form shall have as a minimum the information as noted on attachment "A" of this Bid.
 3. All medical costs of offender(s), including cost of transportation to or from any medical facility, 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).
 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.

SPECIFICATIONS (Cont'd)

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

SPECIFICATIONS (Cont'd)

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/Contract that proposes to utilize a subcontractor shall not be considered during the evaluation and/or award process.

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.

SPECIFICATIONS (Cont'd)

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 ten (10) 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 within ten (10) business days, after notification, to the Office of State Procurement. Failure to provide the certificate within the stated time period 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 ten (10) 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.

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.

SPECIFICATIONS (Cont'd)

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. Compliance Issues:

1. A schedule of fines that the ODRC shall impose if the Contractor fails to perform its contractual duties, and a requirement that, if the private person or entity fails to perform its contractual duties, the ODRC 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.
2. Any money paid in satisfaction of the fine shall be paid into the State Treasury and the ODRC 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 ODRC may reduce the payment owed to the private person or entity pursuant to any invoice in the amount of the fine.

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 2007 and 2008

1. Contractor returns = 253 offenders (2007), 185 offenders (2008)
2. Although Kentucky may be in the top three (3) of transport states handles the majority of returns from that state, as well as from West Virginia and parts of Indiana. ODRC will provide its own transport in some situations at its discretion.

Top offenders return origins

- a. Kentucky 77 offenders (2007), 51 offenders (2008)
- b. Florida 42 offenders (2007), 29 offenders (2008)
- c. W. Virginia 34 offenders (2007), 34 offenders (2008)

3. It should be noted that ODRC intends to revise its current policy/procedures on issuing warrants and arrest orders out of state. As such it is anticipated that the actual amount of transportation will decrease drastically over the next 12-24 months. The above numbers and the below estimated mileage are based upon previous utilization and does not guarantee future utilization.

PRICE SCHEDULE*

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

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

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

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

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

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Alan Proctor

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

E-MAIL: aproctor@prisonertransport.net

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

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

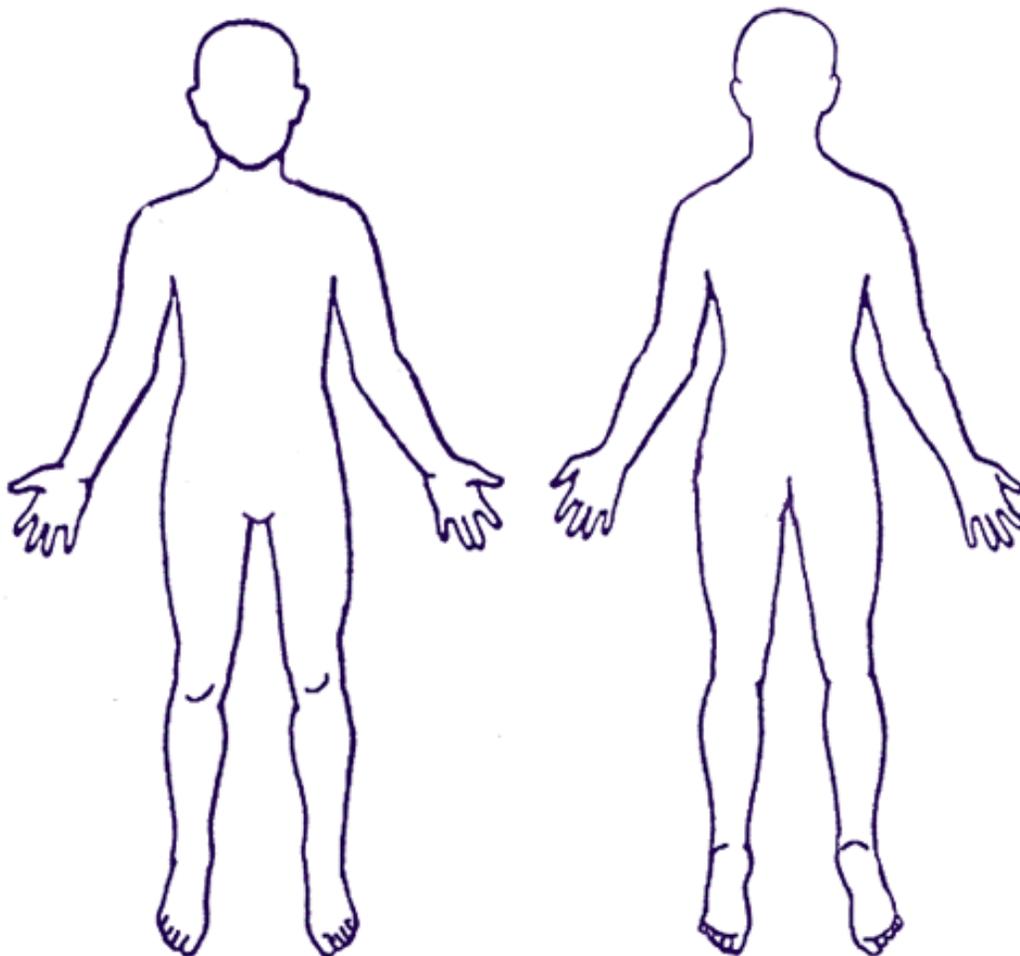
Reported current physical problems / are they life threatening: _____

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

Treatment while incarcerated: _____

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

Use diagram below to identify reported physical problems:



Transportation Agent Information:

Name & Title (print)	
Signature:	Date:

Name & Title (print)	
Signature:	Date:

SUMMARY OF AMENDMENTS

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