

# 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 <b>OT00908313</b>	OPENING DATE (1:00 p.m.) <b>DECEMBER 03, 2012</b>	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 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. <b>DRC036</b>	BID NOTICE DATE <b>NOVEMBER 16, 2012</b>	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			
<b>PARTICIPATING AGENCY(IES):</b>  Ohio Department of Rehabilitation and Correction, Adult Parole Authority, Division of Parole and Community Services, 770 West Broad St., Columbus, OH 43222			
<b>ADDENDUM FOR CHANGE</b> <b>ADDENDUM NO.: 1</b> <b>REVISION DATE: 11/26/12</b>			
<b>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:</b>  <b>TRANSPORTATION OF OFFENDERS</b>			
Attached are pages 9 and 10 to this Invitation to Bid. Remove the corresponding page from the existing bid and replace with the attached.			
As indicated herein this addendum is issued to change minimum van requirement amount of ten (10) vans to five (5) vans as described herein Section III L- Page 10.			

SPECIFICATIONS (Cont'd)

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.

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

\* Indicates change 11/26/12

SPECIFICATIONS (Cont'd)

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.

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.

\* Indicates change 11/26/12

