

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

AMENDMENT FOR CHANGE
AMENDMENT NO. 3

TO: LIMITED DISTRIBUTION - DEPARTMENT OF REHABILITATION AND CORRECTIONS, OHIO PENAL INDUSTRIES, TOLEDO CORRECTIONAL INSTITUTION, 2001 E. CENTRAL AVENUE, TOLEDO, OH 43608

FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - PLASTIC BAG FILM

This amendment is issued to add Part B to the contract.

All other prices, terms and conditions remain unchanged.

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

Jennifer Dammeyer, CPPB
jennifer.dammeyer@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:



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

Affected Contractor(s): 92584
Plascon Inc.
P.O. Box 6231
Traverse City, MI 49696
dpeterson@plasconinc.com

PART B

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICE
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395PRIMARY CONTRACT No.: **OT908106**

PLASTIC BAG FILM

The Department of Administrative Services hereby gives Notice of its acceptance of your bid submitted in response to Invitation to Bid No. OT906809 that opened on 01/09/09. Your company has been determined to be the lowest responsive and responsible and has been awarded a Contract for the item(s) listed therein. The bid response, to include 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 Supplemental Requirements Contract. As indicated in the Invitation to Bid, any award(s) resulting from this bid will be incorporated into the above referenced Primary Requirements Contract. In the event that any of the terms, conditions or specifications of the Requirements Contract differ, the terms, conditions or specifications of this Supplemental Requirements Contract shall prevail.

This Supplemental Requirements Contract is effective beginning 01/26/09 and will expire on 01/31/10 unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Supplemental Requirements Contract is available to DEPARTMENT OF REHABILITATION AND CORRECTIONS, OHIO PENAL INDUSTRIES, TOLEDO CORRECTIONAL INSTITUTION, 2001 E. CENTRAL AVENUE, TOLEDO, OH 43608, 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.

Questions regarding this Supplemental Requirements Contract may be directed to:

Jennifer Dammeyer, CPPB
jennifer.dammeyer@das.state.oh.us

The signed Supplemental Requirements Contract and Amendment(s) thereto, are available for review at and/or downloading from the DAS Web site at the following address:



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

Signed: _____ Date _____
Hugh Quill, Director

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SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT908106 effective 01/15/09 or upon the date when DAS signs the Contract, whichever is later.

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.

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 damaged items received shall be noted on the driver's Bill of Lading, placed back on the truck, and returned to the contractor for prompt replacement. Deliveries shall be accepted from 8:00 a.m. – 11:00 a.m. and 12:30 p.m. – 2:30 p.m., Monday through Friday, excluding state holidays. Please contact Mr. Steven Hall at (419)726-7977 ext. 7724, steven.hall@odrc.state.oh.us prior to delivery for instructions and authorization.

MINIMUM ORDER: No order shall be placed against a contract awarded pursuant to this bid for less than twenty-five (\$25.00) dollars. The minimum dollar value of any order placed against a contract awarded pursuant to this bid for delivery F.O.B. destination, transportation charges prepaid, at any one time to one destination, shall not be less than three hundred (\$300.00) dollars.

ON ORDERS TOTALING LESS THAN THREE HUNDRED (\$300.00) DOLLARS: Transportation charges shall be handled in accordance with Article S-10 of Supplemental Contract Terms and Conditions.

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 seven (7) 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 (e.g. 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. 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.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within seven (7) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

CERTIFICATION: The bidder(s) may be required to submit laboratory test report from an Independent Certified Laboratory showing the test results of the supplies being offered. The test report(s) will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the test report within seven (7) calendar days after notification. Failure to provide the test report within the stated time period may result in the bidder being deemed 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 price per linear foot by the estimated usage listed in the bid and then add each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

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

SPECIAL CONTRACT TERMS AND CONDITIONS

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".

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: Jennifer Dammeyer, CPPB.

SPECIFICATION

I. SCOPE, CLASSIFICATION AND TESTING:

A. Scope: The purpose of this contract is to obtain heavy duty Plastic Bag Film Material for the Ohio Penal Industries. This Invitation To Bid is for the addition of two (2) HDPE films and two (2) LLDPE (optional items) films to the existing contract referenced in Supplemental Bid, page 3. The plastic film purchased as a result of this bid award will be utilized to produce trash bags for use in an office environment. The purchased material will be delivered to the Department of Rehabilitation and Correction, Ohio Penal Industries, Toledo Correctional Institution, 2001 E. Central Ave., Toledo, OH 43608. Material offered must be compatible with the Plascon Model BSM 1300 Plastic Bag Machine (see Exhibit A). To confirm compatibility, OPI may order one (1) roll of the listed size for a trial run. Cost for one (1) roll shall be indicated on the bid page.

B. Classification:

1. Star Clear Seal Tubular HDPE Material.
 - a. 24" wide +/- 1/2" tolerance
 - b. 0.23 mil (6 microns)
 - c. Finished bag will be required to hold up to 10 gallons of office material
2. Star Clear Seal Tubular HDPE Material.
 - a. 33" wide +/- 1/2" tolerance
 - b. 0.31 mil (8 microns)
 - c. Finished bag will be required to hold up to 33 gallons of office material

(Optional items 3 and 4)

3. Star Clear Seal Tubular LLDPE Material.
 - a. 24" wide +/- 1/2" tolerance
 - b. 0.23 mil (6 microns)
 - c. Finished bag will be required to hold up to 10 gallons of office material
4. Star Clear Seal Tubular LLDPE Material.
 - a. 33" wide +/- 1/2" tolerance
 - b. 0.31 mil (8 microns)
 - c. Finished bag will be required to hold up to 33 gallons of office material

C. Testing Methods: The latest revision of the following American Society for Testing and Materials (ASTM) Standards, <http://www.astm.org>, whole or in part, is to be applied for test results of material offered.

1. ASTM # D-1709 – Impact
2. ASTM # D-882 – Tensile
3. ASTM # D-882 – Elongation
4. ASTM # D-1922 – Tear
5. ASTM # D2103 – Plastic Film

SPECIFICATION (cont.)

II. REQUIREMENTS:

- A. Star Clear Seal Tubular HDPE (mandatory items 1 and 2) and LLDPE (optional items 3 and 4) Material
1. Film/Tubing, Clear/Natural, conforming to all ASTM Testing for Impact, Tensile, Elongation and Tear.
 2. High Density Polyethylene (HDPE) (mandatory items 1 and 2) and Linear Low Density Polyethylene resin (LLDPE) (optional items 3 and 4), No Gauge Banding.
 3. Specified MIL shall be within $\pm 10\%$ variance of actual gauge across the web.
 4. Recycled Material is allowed, however the percentage of recycled material must not be such that it prevents the film from passing the required specifications and ASTM testing methods. Film containing recycled material must still be suitable for its intended purpose as indicated in these specifications.
Product(s) contains recycled material: Yes X No _____ , If yes, 10 %
 5. Core Diameter – 3”.
 6. Roll Diameter minimum 22”, maximum 34”.
 7. Maximum weight – 325 lbs.
 8. Material offered must be compatible with the Plascon Model BSM 1300 Plastic Bag Machine (see Exhibit A for additional information on this machine).

III. SUITABILITY FOR INTENDED PURPOSE

As stated in the preceding paragraphs these plastic bags are intended to hold office material trash up to 10 gallons for the 24” film and up to 33 gallons for the 33” film per finished bag. The film must meet or exceed these specifications and the intended purpose. If the film should fail to meet their intended purpose they may be subject to the following tests:

- A. Tensile strength and Elongation testing shall be done in accordance with ASTM D882.
- B. Impact resistance testing of plastic film shall be done in accordance with ASTM D1709.
- C. Tear resistance testing of plastic film shall be done in accordance with ASTM D1922.
- D. Standard specification for polyethylene film and sheeting - plastic material shall conform to ASTM - D2103.

IV: MATERIAL SHORTAGES

The awarded contractor will be required to work with OPI to establish a mutually agreed upon validation process for verifying material roll lengths. If there is a discrepancy in the actual roll length to the shipped / billed roll length the contractor will be required to credit the agency for material shortages.

PRICE SCHEDULE:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in the evaluation and any subsequent award.

The contractor shall deliver the film, FOB Destination Prepaid, to the Department of Rehabilitation and Corrections, Ohio Penal Industries, Toledo Correctional Institution, 2001 E. Central Avenue, Toledo, OH 43608

ITEM	OAKS ITEM ID	OPI ITEM NUMBER	ITEM	UNIT COST
1.	15577	032337	Star HDPE Tubular, Actual Gauge .23 MIL (6 Microns), Film Width 24" (+/- 1/2"), Roll Width 6", Clear/Natural LF per roll: <u>17,000</u> Weight per roll: <u>80 lbs.</u> Cost for one (1) roll: <u>\$68.00</u>	\$ 0.004 /LF.
2.	15578	033337	Star HDPE Tubular, Actual Gauge .31 MIL (8 Microns), Film Width 33" (+/- 1/2"), Roll Width 8.25", Clear/Natural LF per roll: <u>15,000</u> Weight per roll: <u>126 lbs</u> Cost for one (1) roll: <u>\$105.00</u>	\$ 0.007 /LF.
<u>OPTIONAL ITEMS*</u>				
3.	TBD	TBD	Star LLDPE Tubular, Actual Gauge .23 MIL (6 Microns), Film Width 24" (+/- 1/2"), Roll Width 6", Clear/Natural LF per roll: _____ Weight per roll: _____ Cost for one (1) roll: _____	NO AWARD
4.	TBD	TBD	Star LLDPE Tubular, Actual Gauge .31 MIL (8 Microns), Film Width 33" (+/- 1/2"), Roll Width 8.25", Clear/Natural LF per roll: _____ Weight per roll: _____ Cost for one (1) roll: _____	NO AWARD

*Optional items will not be included in the bid evaluation but may become part of any awarded contract

Product(s) contains recycled material: Yes No , If yes, 10 %

Insurance Requirements:

Bidders should provide with their bid, documentation of the following insurance coverage's required by the Supplemental Contract Terms and Conditions, Articles S-12 and S-13 (refer to the Bid Page One, link to [Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#)):

1. Ohio Workers' Compensation Certificate.
2. Employer's Liability (Stop Gap) insurance with limits of not less than one million (\$1,000,000.00) dollars.
3. Automobile Liability with limits in accordance with Federal and State laws.
4. Commercial General Liability Insurance:
 - a. Minimum limits of \$500,000.00 per occurrence.
 - b. Minimum limits of \$1,000,000.00 annual aggregate.
 - c. The State shall be listed as the certificate holder.
 - d. To be compliant, the Commercial General Liability policy must include the following three endorsements:
 - 1) a blanket waiver of subrogation.
 - 2) a statement that the Commercial General Liability coverage is primary over any other coverage.
 - 3) a designation of the State as an additional insured.

An insurance certificate, if not submitted with the Bidder's response, copies of the respective insurance certificates shall be filed with the Office of Procurement Services within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the bidder being deemed not responsive.

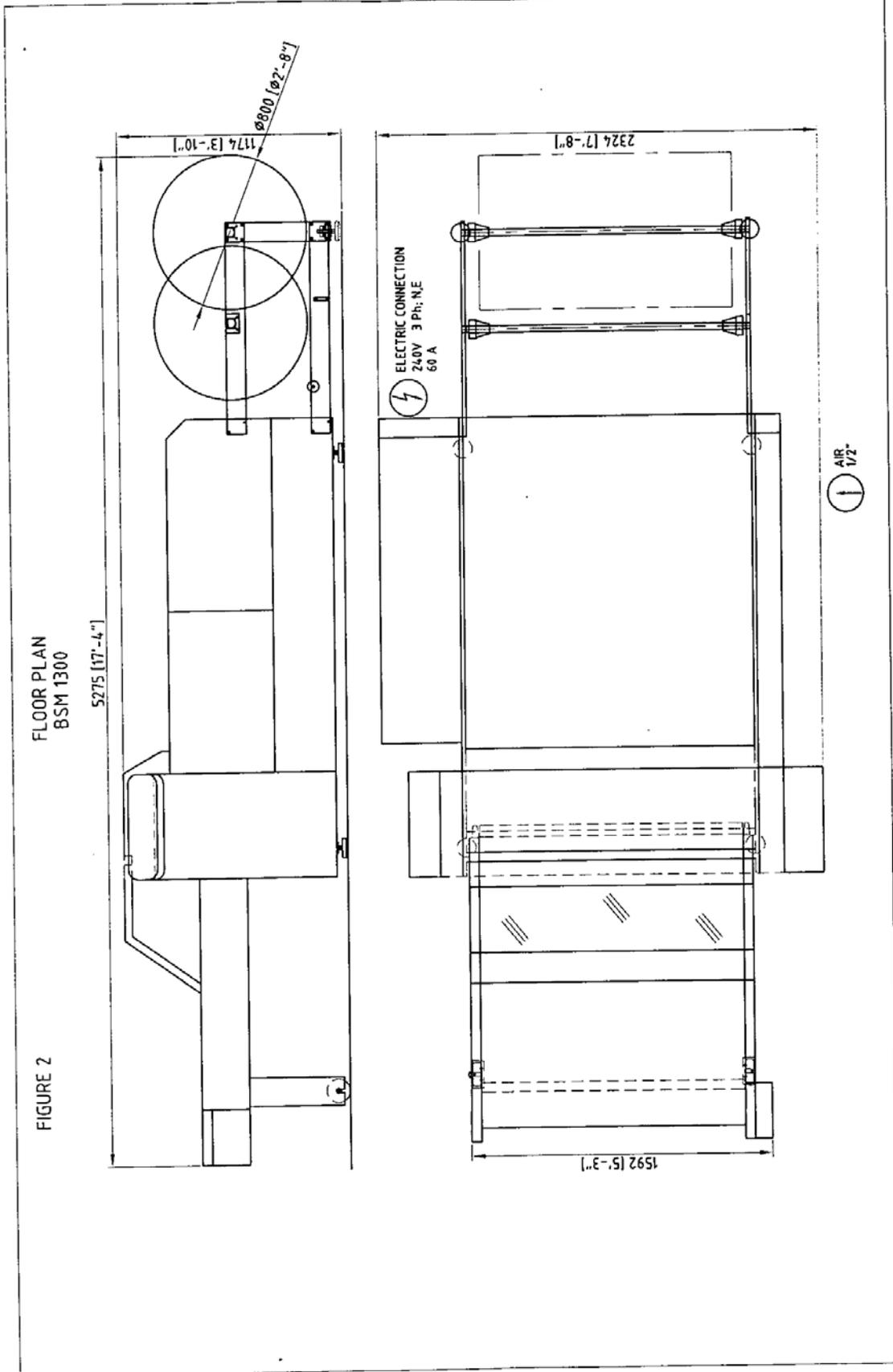
EXHIBIT A – FOR REFERENCE ONLY

BSM US

3.1 Technical Data/Connection Values

	BSM 1000	BSM1300
Performance data		
Working width	up to 1000mm / 39"	up to 1300mm / 51"
Bag length (in 1 mm steps)	120mm to 2500mm / 5"-98"	120mm to 2500mm /5"-98"
Working cycle	max. 200 per min	max. 160 per min
Foil web speed	max. 100 m/min / 328ft/min	max. 100 m/min / 328ft/min
Feed roller drive	Servomotor	Servomotor
Welding bar drive	AC Frequency motor	AC Frequency motor
Length control	Digital	Digital
Welding principle	Impulse – Ropex sytem	Impulse – Ropex system
Weights and Dimensions		
Total weight	approx. 1500 kg / 3300lbs	approx. 1500 kg / 3300lbs
Length	approx. 5275 mm / 17'-4"	approx. 5275 mm /17'-4"
Width	approx. 1982 mm / 7'-1"	approx. 2324 mm / 7'-8"
Height	approx. 1174 mm / 3'-10"	approx. 1174 mm / 3'-10"
Electric power, Air, Water		
Connecting voltage	240V, 3Phase/N, PE, 60Hz	240V, 3Phase/N, PE,60Hz
Standard Power consumption without accessories	30Amps	30Amps
Max. pre-fuse	50A	50A
Compressed air connection	flexible tube (12 mm I.D.)(1/2")	flexible tube (12 mm I.D.)(1/2")
Air pressure	6 bar / 90Psi	6 bar /90Psi
Air consumption	max. 300 l/min / 10ft ³ /min	max. 400 l/min / 14ft ³ /min
Environmental data		
Noise level		
Electrical Design and Safety		
CE / UL-CSA		

EXHIBIT A – FOR REFERENCE ONLY (cont.)



CONTRACTOR'S INDEX

CONTRACTOR AND TERMS:

92584
Plascon Inc.
P.O. Box 6231
Traverse City, MI 49696

CONTRACTOR'S CONTACT: David Peterson,

BID CONTRACT NO.: OT908106 (01/31/10)

CONTRACT: OT908106-1
DELIVERY: Shipped 30 Days A.R.O.

TERMS: Net 30 Days

Telephone: (231) 935-1580
Toll Free: (888) 584-4422
FAX: (231) 935-1581
E-mail: dpeterson@plasconinc.com

ITEM ID: 11480, For freight charges on orders totaling less than stated minimum.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	01/26/09	Add on bid award – part B
2	02/01/09	Renewal effective 02/01/09, revised 10/15/08
1	05/11/08	Price increase effective May 11, 2008