Index No.: DPS034Z
Contract No.: OT908707
Rev. Date 01/22/10

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

AMENDMENT FOR CHANGE
AMENDMENT NO. 1

TO: LIMITED DISTRIBUTION - DEPARTMENT OF PUBLIC SAFETY C/O OHIO PENAL INDUSTRIES, LEBANON CORRECTIONAL INSTITUTION, 3791 STATE ROUTE 63, LEBANON, OHIO 45036

FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - PLASTIC BAGS FOR LICENSE PLATES

As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional twelve (12) months, effective 06/01/10 through 05/31/11.

Attached are pages 2-18 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date. This amendment is also issued to update the new analyst contact.

All other prices, terms and conditions remain unchanged.

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

Gail Harper
Gail.Harper@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): 138599
New York Packaging
135 Fulton Ave
New Hyde Park, NY 11040
newyorkpkg@aol.com

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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.

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:

ODPS C/O Ohio Penal Industries (OPI)
Lebanon Correctional Institution (LeCI)
3791 State Route 63
Lebanon, OH 45036

Contact Person: Robert Seeley, (513) 932-1211, Ext. 3026 (Can only be reached through the institution operator).

Delivery Times: 7:30 a.m. to 11:30 a.m. and 12:30 p.m. to 3:00 p.m., Monday through Friday. No deliveries on State holidays, Saturdays, and Sundays.

In the event that a problem cannot be resolved with the institution contact person, contact the Mr. Jeff Shadburn, Chief, ODPS Inventory Management Office, 1970 W. Broad Street, Road, Columbus, OH 43223, (614) 466-2890.

BILLING ADDRESS:

Ohio Department of Public Safety
Attn: Fiscal Services
P.O. Box 16520
Columbus, OH 43216-6520

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. 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 ten (10) 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.

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.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont.)

ON ORDERS TOTALING LESS THAN MINIMUM ORDER QUANTITY: Shipment is to be made by freight, parcel post, express or commercial package delivery, whichever is the most economical method for proper delivery of the item F.O.B. destination. The cost of transportation from the contractor's address to the destination on such orders shall be prepaid and added to the invoice.

NOTICE TO BIDDERS: Security considerations at correctional institution(s) could create abnormal delays or rejection of shipment(s). This would be due to fog alert, emergency lockdown or other inclement weather. It is very important to call the contact person prior to sending a truck for delivery. These delays are rare but may happen several times per institution per year.

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”.

USAGE REPORTS: Every three (3) 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 Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Gail Harper*.

*Contract amendment 1 updated to new anyalyst.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont.)

Bid Automobile Liability Checklist:

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.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.,):
List names of subcontractors who will be performing work under the Contract.

_____ _____

_____ _____

_____ _____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

SPECIFICATIONS

I. SCOPE

A. Specifications are presented herein for the procurement of transparent plastic bags for packaging the 2007 and beyond license plates at the OPI, Lebanon, Ohio license plate production plant. The bags shall be furnished in continuous strips with an opening and perforation at one end of each bag to permit insertion of plate(s) and bursting and sealing of the bags. The design, material, and color of the bags and the information that shall be printed on the bags are presented in these specifications.

B. The specifications apply to the plastic bags that will be used for packaging license plates ordered for 2007 issuance and for the following year(s) of the plate cycle.

II. USAGE

A. License plates produced by OPI shall be placed in plastic bags and the bags sealed to protect the plates during handling, shipment, and storage. Two different size plastic bags are required: (a) regular size for packaging sets and single passenger size plates and (b) small size for packaging motorcycle, moped, and all purpose vehicle (APV) single plates.

B. The 2007 multi-year vehicle plates shall be packaged in transparent plastic bags with a variety of printing colors. These colors shall indicate whether they are regular, collegiate, or special plates.

III. BAG DIMENSIONS AND CONSTRUCTION

A. Plastic bags shall be furnished to OPI in continuous rolls. The roll of regular size bags for the passenger size plate shall be seven inches (7”) in width and the roll of the small motorcycle plate size bag shall be five and one-half inches (5-½”) in width.

B. All bags in each continuous strip shall be sealed along both sides and at one end. The open end for inserting the plate(s) shall be located at the left end of the bag when facing the printed information, as noted in Exhibits I through VI. The opposite end of the bag shall be perforated at the opening to permit bursting and sealing the individual bags of plate(s). The clear bags without the colored border and printing shall be constructed in the same manner.

C. The overall bursted dimension of the regular size bag shall be fourteen inches long by seven inches wide (14” x 7”) (see Exhibit I) and the small size bag nine inches long by five and one-half inches wide (9” x 5-½”) (see Exhibit II). The inside dimensions of the regular size bag must be sufficient to accommodate a set of license plates twelve inches wide by six inches long (12” x 6”) and the small size bag must accommodate a single plate seven inches wide by four and one-half inches long (7” x 4-½”).

IV. PLASTIC MATERIAL

A. All bags shall be made of clear transparent virgin low density polyethylene plastic of 3 mils (.003”) in thickness. The standard tolerance of ± 10% shall apply; i.e., the thickness may range from .0027" to .0033".

B. The sealed plastic bags with the plate(s) enclosed shall not come apart at the seams under normal conditions of plate handling, shipping, and storage. The sealed plastic bags shall also have a shelf life of at least four (4) years and shall not discolor when stored under non-environmental room conditions at ambient temperatures between 0° and 110° degrees Fahrenheit.

C. During the shelf life, the plastic shall remain pliable and flexible, and shall not crack, check, become sticky, or change in appearance or chemical composition in any way. The plastic shall not be affected by changes in humidity or atmospheric pressure.

SPECIFICATIONS (cont.)

V. ARTWORK

A. The contractor shall prepare or have prepared all the artwork to produce the designs as shown in Exhibits I, II, III, IV, V, and VI.

B. "The School Bus Law" shall be modified so that the printing covers the maximum surface area of the back side of both the regular and small sized bags.

C. The Governor's name shall be on the bags as shown on the Exhibits.

VI. BAG COLOR AND DESIGN

The bags shall either be printed or clear (void of all print). The color and design of the bags shall be as indicated below.

A. Regular size (14" x 7") and small size (9" x 5-½") printed bags shall have strips and printing as indicated in Your Bid (page 9) and on exhibits I thru VI (page10-15).

B. Clear bags of both sizes shall have no printing front or back.

C. The School Bus Law shall be printed on the back side of the printed bags.

VII. PRINTING

A. The printing shall be distinct; i.e., not out of registration or fuzzy in any way. The colors shall not bleed into each other or into the lettering, figures, and logo designs.

B. The printing shall not rub off, crack, craze, or change color during the shelf life.

C. The colors shall match the following standards: Blue - PMS540C; Gold -PMS871; Silver - PMS877; White - Opaque Panton

VIII. WORKMANSHIP

All the bags shall be free from gels, streaks, pinholes, particles, or undisposed raw materials. There shall be no visible defects such as tears, blisters, imperfect seals, or seams which may impair serviceability. All defective bags shall be replaced by the contractor at no additional cost to the State of Ohio.

IX. PROOFS

The contractor shall submit to the Ohio Department of Public Safety, Attn: Mr. Rick Imhoff, Chief, Purchasing, 1970 West Broad Street, Columbus, OH 43223 for approval of a proof of both the regular size bags and the small motorcycle bags prior to production runs.

X. OWNERSHIP OF ARTWORK, PRINTING PLATES, AND PROOFS

All artwork, printing plates, master copies, proofs, and all other materials related to the design of these license plates shall become the property of the State of Ohio and shall be delivered to the State of Ohio upon its demand at no charge to the State of Ohio.

XI. CHANGES IN ARTWORK

During the life of any contract awarded pursuant to the ITB, the State of Ohio may make changes to the artwork related to the design of the license plate plastic bags. The State of Ohio will provide the necessary artwork. Any expense incurred due to changes of artwork or printing plates initiated and approved by the State shall be paid for by the State.

SPECIFICATIONS (cont.)

XII. COMPATIBILITY WITH EXISTING MACHINERY

All bags shall be made to be used on the existing "Autobag" machines now in use at LeCI. These machines are Model Number H-100V Automatic Machines with Vertical Tower Assembly manufactured by Automated Packaging Systems, Incorporated.

XIII. PRE-PRODUCTION SAMPLES

A. Bidders shall provide fifty (50) pre-production samples of unprinted bags to insure that their bags will work on the above cited machines; and for evaluation, acceptance and approval by the OPI and ODPS before making the final award.

B. The bags delivered under any resulting contract shall strictly comply with the approved samples.

XIV. PACKAGING

A. The regular size bags shall be supplied in cartons of one (1) continuous strip of approximately one thousand eight hundred (1,800) bags per carton, packaged thirty (30) cartons per pallet.

B. The small size bags shall be supplied in cartons of one (1) continuous strip of at least one thousand eight hundred (1,800) bags per carton, packaged thirty (30) cartons per pallet.

C. The cartons of bags shall be packaged for shipment by common carrier and shall meet all applicable ICC, PUCO, and transportation and shipping industry requirements.

D. The packaging shall protect the bags from the adverse effects of heat and cold, humidity, light, dust, physical damage, impacts, and crushing during shipment and storage.

E. The packaged cartons on pallets shall allow the stacking of pallets, two (2) pallets high, without adverse effects to the bags.

F. The above cited quantities per pallet may be adjusted plus or minus to facilitate packing and stacking to make a compact, safe, and secure package. Prior to making adjustments to pallet quantities, the Contractor shall obtain written approval from ordering agency.

G. Pallets shall be designed to allow handling and stacking by a forklift truck. Two (2) or four (4) way pallets are acceptable.

H. The size, description of bags, number of cartons per pallet, and any other pertinent information shall be placed on the outside of each palletized package.

I. The size and description of bags (i.e. special, collegiate, etc.) shall be listed on the outside of every carton.

XV. QUALITY CONTROL AND TESTING

During the life of this contract, the State, at its option, may have tests performed at random to certify the contractor's compliance and conformity with this specification. The costs of said test shall be paid by the contractor in the event the product does not conform to the specification.

SPECIFICATIONS (cont.)

XVI. SUITABILITY FOR INTENDED PURPOSE

As stated in the preceding paragraphs these plastic bags are intended to hold one (1) or two (2) Ohio license plates in handling and storage. If they should fail to meet their intended purpose they may be subject to the following tests:

A. Tensile strength testing shall be done in accordance with ASTM D88-02.

1. The tensile strength of the film in the machine direction shall be not less than three thousand pounds per square inch (3,000 psi).

2. The tensile strength of the film in the transverse direction shall be not less than two thousand seven hundred pounds per square inch (2,700 psi).

B. Impact Resistance of Plastic Film shall be done in accordance with ASTM D1709-04.

C. Plastic Material shall conform to ASTM Standard D2103-05.

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 State Purchasing and not used in the evaluation and any subsequent award.

ITEM ID NUMBER	BAG DESCRIPTION	TOP STRIPE COLOR FRONT	PRINT COLOR FRONT	PRINT COLOR REAR	ESTIMATED ANNUAL USAGE	MINIMUM ORDER QUANTITY	PRICE PER THOUSAND
3265	Regular Plates 7" x 14"	Blue	White	Blue	1,600,000	500,000	$38.95
7775	Special Plates 7" x14"	Red	Blue	Blue	100,000	50,000	$58.27
2521	Collegiate Plates 7" x 14"	Red	Blue	Blue	10,000	10,000	$94.05
7996	Clear Bag 7" x 14"	None	None	None	10,000	10,000	$86.47
2520	Regular Plates 5-½" x 9"	Blue	White	Blue	65,000	5,000	$65.25
7995	Clear Bag 5-½" x 9"	None	None	None	1,000	1,000	$65.25

*CONTAINS RECYCLED MATERIALS - Y/N" _N_____IF SO _____%

*Will not be part of the evaluation.

NOTE: **Bidders shall provide fifty (50) pre-production samples of unprinted bags to insure that their bags will work on the existing "Autobag" machines now in use at LeCI sited on page 8 of the ITB; and for evaluation, acceptance and approval by the OPI and ODPS before making the final award.

NOTICE TO BIDDERS: Security considerations at correctional institution(s) could create abnormal delays or rejection of shipment(s). This would be due to fog alert, emergency lockdown or other inclement weather. It is very important to call the contact person prior to sending a truck for delivery. These delays are rare but may happen several times per institution per year.

Exhibit I: Regular Plates 7” x 14 “ front view

Sealed End

Open end

Exhibit II: Special Plates 7" x 14 " front view

Sealed End

Open End

Exhibit III: Collegiate Plates 7” x 14 “ front view

Sealed End

Open End

Exhibit IV:Vehicles Licences Plate Backing

Sealed end

WHAT SHOULD YOU DO WHEN APPROACHING ANY SCHOOL BUS THAT IS STOPPED FOR THE PURPOSE OF RECEIVING OR DISCHARGING SCHOOL CHILDREN?

Here's what the law says:

- If a bus is stopped on a street or road which *has fewer than 4 lanes*, all traffic proceeding in either direction must stop.
- If a bus is stopped on a street or road which *has 4 or more lanes*, only traffic proceeding in the same direction as the bus must stop.
- You must not proceed until the school bus resumes motion, or until signaled by the school bus driver to proceed

If you fail to stop for a school bus, your error will not go unnoticed. Bus drivers will report to a law enforcement agency, the license plate number of any vehicle that fails to comply with the law. An investigation will be conducted to identify the driver for enforcement purposes.

Penalties for not obeying these rules could cost you up to $500 and a maximum 1 year suspension of your driver license. (O.R.C. 4511.75)

Obey these laws and other safe driving habits to assure the safety of Ohio's children

WARNING
Check plate(s) at once, plate number and license number on the Registration Card must match. In case of error, contact the Ohio Bureau of Motor Vehicles, Registration Division (614) 752-7600 or (800) 589-TAGS.

DO NOT USE HARSH DETERGENT ON THE PLATE(S) AT ANY TIME.

OHIO DEPARTMENT OF PUBLIC SAFETY
WWW.PUBLICSAFETY.OHIO.GOV

Open End

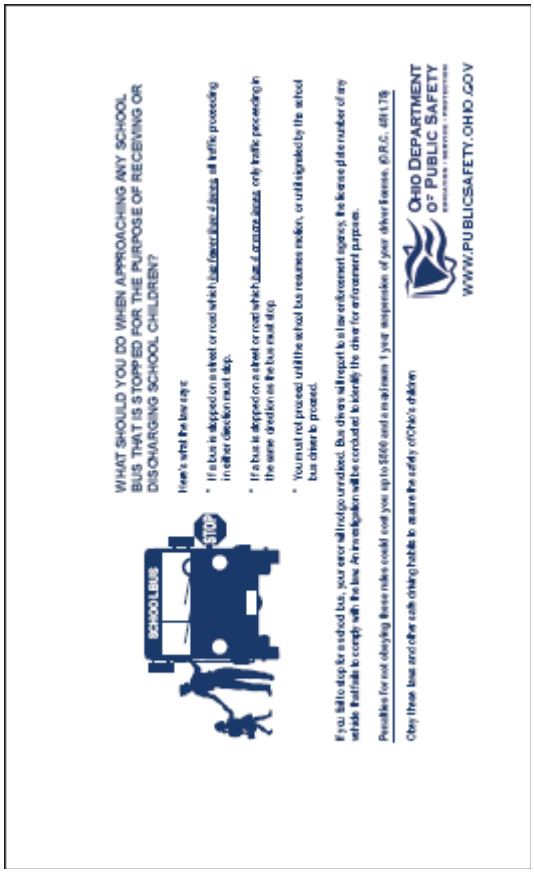
Exhibit V: Regular Plates 5 ½" x 9 " front view

Sealed End

Open End

Exhibit VI: Regular Plates 5 ½" x 9 " rear view (motorcycle plates)

Sealed End



Open End

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

138599
New York Packaging
135 Fulton Ave
New Hyde Park, NY 11040

BID CONTRACT NO: OT908707 (05/31/11)*

CONTRACT: OT908707-2
TERMS: Net 30 Days
DELIVERY: 30 Days ARO

CONTRACTOR'S CONTACT: Mr. Jeffery Rablea

TELEPHONE: (516) 746-0600
TOLL FREE: (800) 517-2247
FAX: (516) 746-0661

E-MAIL: newyorkpkg@aol.com

NIGP CODE NO.: 962-98-98-882-3, Freight charge on items totaling less than minimum order quantity.

*Contract amendment 1 updated the expiration date.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	1/22/10	Contract renewal for twelve months effective 06/01/10; also update contract analyst
	9/18/07	Updated Contractor Index and Price Pages with OAKS information