

NOTICE OF AWARD  
TABLE OF CONTENTS

	PAGE NUMBER
TERMS AND CONDITIONS.....	00001
CONTRACT VENDORS.....	00005
CONTRACT ITEMS/SERVICES BY LINE ITEM.....	00006
DESCRIPTION: SANDBAGS, -RESERVE STOCKPILE INVENTORY-.....	00006
MKBC, BG0627W.....	00006
DESCRIPTION: SANDBAGS, FOR IMMEDIATE ON-SITE SHIPMENT.....	00006
MKBC, BG0627W.....	00006
DESCRIPTION: POLYETHYLENE FILM, "RESERVE STOCKPILE".....	00006
MAKA, RF2020.....	00006
DESCRIPTION: POLYETHYLENE FILM, "IMMEDIATE SHIPMENT".....	00006
MAKA, RF2020.....	00007

STATE OF ILLINOIS  
DEPARTMENT OF  
CENTRAL MANAGEMENT SERVICES

T NUMBER: T5175  
PAGE NO.: 00001

DISTRIBUTE TO: 416PSD : BUREAU OF STRATEGIC SOURCING

-----  
NOTICE OF AWARD

CONTRACT TITLE: PSD FLOOD EMERGENCY CONTROL PRODUCTS,  
SAND BAGS ( EMPTY ) AND POLY SHEETING

CONTRACT NO: 4018160

OPTIONS AVAILABLE: 04          JOINT PURCHASING: YES

VENDOR NAME AND ADDRESS          VENDOR NUMBER:  
MAX KATZ BAG COMPANY  
235 S LASALLE STREET  
INDIANAPOLIS, IN 46201-4334

CONTACT THE FOLLOWING IN THE EVENT OF QUESTIONS PERTAINING TO THIS CONTRACT:

BUYER NAME AND PHONE  
WAYNE ILSLEY  
(217) 782-8091

SOLICITATION: 227955          BID OPEN DATE: 08/27/15

CONTRACT NO: 4018160  
A10206 : FEDERAL SUSPENSION AND DEBARMENT CONTRACT CERTIFICATION

VENDOR CERTIFIES THAT DURING THE LAST FIVE (5) YEARS, NO ORDER,  
JUDGMENT OR DECREE OF ANY FEDERAL AUTHORITY HAS BEEN ISSUED BARRING,  
SUSPENDING, OR OTHERWISE LIMITING ITS RIGHT TO CONTRACT WITH ANY  
GOVERNMENTAL ENTITY, INCLUDING SCHOOL DISTRICTS, OR TO ENGAGE IN ANY  
BUSINESS PRACTICE OR ACTIVITY.

VENDOR FURTHER CERTIFIES THAT IT WILL INCLUDE THIS CERTIFICATION  
WITHIN EVERY SUBCONTRACT RELATED TO PERFORMANCE OF THIS CONTRACT.

CONTRACT NO: 4018160  
Q59301 : SCOPE & REQUIREMENTS:

PURPOSE:  
TO ESTABLISH A STATEWIDE MASTER CONTRACT FOR THE ILLINOIS EMERGENCY  
MANAGEMENT AGENCY TO PURCHASE SAND BAGS AND RELATED POLY SHEETING AS  
SPECIFIED HEREIN AND DELIVERY AS SPECIFIED TO ANY STATEWIDE LOCATION,  
AND PROVIDE FOR OTHER AUTHORIZED STATE AGENCIES THE ABILITY TO ORDER  
FOR IMMEDIATE SHIPMENT SAND BAGS AND SHEETING AS CONTAINED HEREIN.

CONTRACT TERM:  
CONTRACT SHALL BE INITIATED FOR ( 1 ) 12 MONTH TERM AND SHALL INCLUDE  
( 4 ) 12 MONTH RENEWAL OPTIONS, THEREBY PROVIDING A POTENTIAL 5-YEAR  
CONTRACT TO ENSURE RETENTION OF A RELIABLE VENDOR IN FUTURE SEASONS.

CONTRACT QUANTITIES:  
BID QUANTITIES ARE AN ESTIMATE ONLY BASED UPON RECENT PURCHASE HISTORY  
AND MAY NOT REFLECT ACTUAL SEASONAL REQUIREMENTS, DUE TO AN INABILITY  
TO PREDICT FUTURE FLOOD EMERGENCY EVENTS. VENDOR SHALL BE RESPONSIBLE  
FOR PROVIDING ALL REQUIREMENTS DURING THE CONTRACT TERM, WEATHER THEY  
BE MORE OR LESS THAN THE ORIGINAL ESTIMATIONS.

PURCHASE QUANTITY & REQUIREMENTS:

PRE-PAID INVENTORY:  
QUOTE BID PRICE OFFERING FOR THE INITIAL "BID QUANTITY" AND ALSO  
QUANTITY LEVEL BIDDING OPTIONS, AND AWARD PURCHASE QUANTITY WILL  
UPON AWARD DETERMINATION BECOME A "GUARANTEED RESERVE" INVENTORY  
STOCKPILE HELD BY AWARD VENDOR IN WEATHER-PROTECTED TEMPERATURE-  
CONTROLLED STORAGE LOCATION FROM WHICH A USER AGENCY SHALL ISSUE  
SHIPPING AUTHORIZATION AND INSTRUCTIONS.

REPLENISHMENT ORDER:  
PURCHASE ORDER SHALL BE ISSUED THEREAFTER FOR INVENTORY REPLENISHMENT

-----  
AND PAYMENT FOR QUANTITY TO BE RETAINED IN THE "GUARANTEED RESERVE"  
INVENTORY STOCKPILE HELD BY VENDOR IN A WEATHER-PROTECTED CONTROLLED  
STORAGE LOCATION FROM WHICH THE CONTRACT USER AGENCY SHALL ISSUE THE  
SHIPPING AUTHORIZATION AND INSTRUCTIONS.

STOCKPILE REPLENISHMENT:

STATE TIMELINE FOR REPLENISHMENT PER 500,000 BAG ORDER: 90-120 DAYS

STATE TIMELINE FOR REPLENISHMENT PER 250 ROLL SHEETING: \_\_ 2 \_\_ DAYS

ADDITIONAL PURCHASE REQUIREMENTS:

PURCHASE ORDER SHALL BE ISSUED FOR IMMEDIATE SHIPMENT OF PRODUCT AS  
REQUIRED DURING EMERGENCY EVENT FOR ON-SITE DELIVERY WITHIN 24-HOURS.

DETAIL STATEWIDE DELIVERY TIMELINE EXCEPTIONS BELOW, IF APPLICABLE:

-----  
-----  
\* REQUIREMENT IS CRITICAL - ONLY MINOR CLARIFICATION ARE ALLOWABLE \*

CONTRACT NO: 4018160  
Q59302 : SPECIFICATION & PACKAGING & SAMPLES:

SPECIFICATION FOR SAND BAG:

POLYPROPYLENE WOVEN MATERIAL WHITE SAND BAG, 14" WIDTH X 26" HEIGHT,  
WITH A 1200 HOUR UVI RATING, WITH 60-# STRENGTH TIE STRINGS ATTACHED,  
10 X 10 WEAVE WITH 800 DENIER, DOUBLE-STITCHED HEMMED-TOP AND BOTTOM,  
HOLD 40 TO 50 LB. SAND, 1,000 PER BALE WITH EXTRA STRINGS INCLUDED,  
ALL BAGS TO BE PROVIDED SHALL BE FROM THE SAME SOURCE MANUFACTURER.

PERFORMANCE OF SAND BAG:

DROP RESISTANCE TEST: THE SANDBAG FILLED WITH 44-LBS. OF CLEAN SAND  
SHALL WITHSTAND THREE CONSECUTIVE 36 INCH FREE-FALL DROPS ( DROPS ON  
FACE, SIDE, OR BUTT ) ONTO A HARD UNYIELDING SURFACE WITHOUT RUPTURE  
OF FABRIC OR SEAM. PRODUCT LOT FAILURES SHALL BE REPLACED BY VENDOR  
IMMEDIATELY AT THE VENDORS EXPENSE AND AT NO COST TO THE STATE.

PACKAGING OF SAND BAGS:

FINISHED BAGS SHALL BE IN COMPRESSED BALES ( 1,000 PER BALE ) STACKED  
ON STANDARD PALLET ( 40" X 48" FOUR-WAY ) COVERED/WRAPPED FOR WEATHER  
PROTECTION AND FULLY BANDED ( 2 X 2 X 2 STRAPS ) FOR PROPER HANDLING  
AND FORKLIFT OFF-LOADING AT JOB-SITE.

PACKAGE QUANTITY: 1,000 / BAGS PER BALE, 20,000 / BAGS PER PALLET

SPECIFICATION FOR SHEETING:

POLY REINFORCED FILM, 20' X 100' X 10.ML. CLEAR HEAVY-DUTY SHEETING,  
HIGH-TENACITY MULTI-FILAMENT FILM, WEIGHT APPROX. 25 LB/1,000 SQ.FT,  
TEMPERATURE RANGE -40 TO +140 F-DEGREE, MULLEN BURST #110, TENSILE  
STRENGTH PER ASTM D-822 OR NMFC SUB.1 CLASS.55, MOISTURE RETENTION  
.055 GRMS/SQ.CM.-MAX. PER ASTM C-156, EACH ROLL INDIVIDUALLY BOXED,  
ALL ROLLS TO BE PROVIDED SHALL BE FROM THE SAME SOURCE MANUFACTURER.

PACKAGING OF SHEETING:

ON STANDARD PALLET ( 40" X 48" FOUR-WAY ) COVERED/WRAPPED FOR WEATHER  
PROTECTION AND FULLY BANDED ( MIN. 2 X 2 STRAPS ) FOR PROPER HANDLING  
AND FORKLIFT OFF-LOADING AT JOB-SITE. ALL DEFECTIVE PRODUCT SHALL BE  
REPLACED BY VENDOR IMMEDIATELY AND AT THE VENDOR'S EXPENSE.

STATE SHEETING PALLET QUANTITY: \_ 28 \_ / ROLLS PER PALLET

POST-BID SAMPLE SUBMISSION:

VENDOR SHALL SUBMIT PRODUCT SAMPLES, AS REQUESTED WITHIN 72-HOURS,  
FOR INSPECTION AND COMPLIANCE EVALUATION. FAILURE TO COMPLY SHALL  
CAUSE BIDDER TO BE DEEMED NON-RESPONSIVE AND THEREBY DISQUALIFIED.

CONTRACT NO: 4018160  
Q59304 : ORDERS & REQUIREMENTS:

AGENCY ORDERS:

VENDOR SHALL ACCEPT STATE AGENCY ORDERS ON "AUTHORIZED ORDER FORMS",

-----  
OR "PHONE/FAX ORDERS" WITH PRINTED "CONFIRMING ORDER" TO FOLLOW, OR  
"ON-LINE" ORDER WITH FORMAL "CONFIRMING ORDER" TO FOLLOW IF SUCH IS  
AVAILABLE. ( INCLUDE ON-LINE ORDERING INFORMATION IF AVAILABLE.)

MINIMUM ORDER:

THE MINIMUM ORDER FOR F.O.B. DESTINATION SHALL BE ONE PALLET QUANTITY  
SHIPPED TO ANY STATEWIDE LOCATION. FOR LESS THAN MINIMUM ORDERS, THE  
VENDOR SHALL SHIP PREPAID F.O.B. DESTINATION, AND ADD SUCH CHARGES AS  
A SEPARATE LINE ITEM ON THE INVOICE.

PARTIAL-FILL ORDER:

ANY ORDER MEETING THE MINIMUM ORDER REQUIREMENTS THAT ARE PARTIALLY  
SHIPPED DUE TO VENDOR CONVENIENCE OR OUT-OF-STOCKS ARE NOT SUBJECT  
TO FREIGHT CHARGES INCURRED BECAUSE OF THE PARTIAL SHIPMENT.

SUBSTITUTION:

SUBSTITUTION OF ANY PRODUCT ORDERED SHALL NOT BE ALLOWED WITHOUT PRIOR  
APPROVAL FROM THE ORDERING AGENCY. SUBSTITUTED PRODUCTS MUST BE OF AN  
EQUAL OR BETTER QUALITY AND INVOICED AT THE ORIGINAL PRODUCT PRICE.

DEFECTIVE PRODUCT:

THE SUCCESSFUL VENDOR SHALL REPLACE ALL PRODUCTS DAMAGED IN TRANSIT  
AND ANY PRODUCT DEEMED DEFECTIVE UPON USE, AT NO COST TO THE AGENCY.

AVAILABLE INVENTORY:

VENDOR MUST HAVE SUFFICIENT INVENTORY OF PRODUCT, SIMILAR TO ORIGINAL  
BID QUANTITIES, WAREHOUSED AND AVAILABLE FOR SHIPMENT TO FULFILL ANY  
"WILL CALL" OR "24-HOUR DELIVERY" ORDER DURING FLOOD EMERGENCY EVENTS

EMERGENCY PRODUCT:

VENDOR SHALL PROVIDE AN "EMERGENCY PRODUCT SERVICE" TOLL-FREE NUMBER,  
AVAILABILITY TWENTY-FOUR (24) HOURS A DAY / SEVEN (7) DAYS A WEEK.  
CONTACT: DON KATZ           PHONE: 317-439-1100           FAX: 317-635-3458\_

ORDER RESERVATIONS:

THE STATE OF ILLINOIS RESERVES THE RIGHT TO ORDER FROM OUTSIDE THIS  
CONTRACT WHEN VENDOR CANNOT PROVIDE REQUIRED QUANTITIES AND SHIP AS  
DEFINED HEREIN DURING A FLOOD EMERGENCY EVENT.

DELIVERIES:

NORMAL ORDER DELIVERIES SHALL BE MADE DURING REGULAR WEEKLY WORK DAYS  
AND HOURS ( 9:00 AM TO 3:00 PM - MONDAY THRU FRIDAY ), WITH EXCEPTION  
FOR HOLIDAYS. EMERGENCY EVENT DELIVERIES SHALL BE MADE IN ACCORDANCE  
WITH AGENCY REPRESENTATIVE. VENDOR SHALL NOTIFY THE ORDERING AGENCY  
OF DELIVERY OF "LARGE ORDERS" SHIPPED VIA COMMON CARRIER AT LEAST 12  
HOURS PRIOR TO ACTUAL DELIVERY.

INVOICES FOR USER AGENCIES:

INVOICES IN DUPLICATE SHALL BE SENT (WITHIN 15-DAYS) TO THE ORDERING  
AGENCY OR AS STATED ON THE INDIVIDUAL ORDERS. INVOICES SHALL INCLUDE  
AN ITEMIZED LISTING OF PRODUCTS SHIPPED AND THEIR INDIVIDUAL CONTRACT  
PRICE. FREIGHT/HANDLING CHARGES AS ALLOWED HEREIN SHALL BE LISTED AS  
A SEPARATE LINE ITEM ADD-ON TO THE INVOICE.

POST-CONTRACT INVENTORY:

PRIOR TO EXPIRATION OF CONTRACT TERM THE PRE-PAID INVENTORY STOCKPILE  
STATUS SHALL BE NEGOTIATED WITH THE CONTRACT VENDOR BY AN APPROPRIATE  
AGENCY REPRESENTATIVE TO DETERMINE RE-LOCATION OF THESE MATERIALS, OR  
POTENTIAL RE-PURCHASE CREDIT BY THE VENDOR, OR A NEGOTIATED AGREEMENT  
TO RELEASE AGENCY AND VENDOR FROM CONTRACTURAL REQUIREMENTS.

CONTRACT NO: 4018160

Q59305 : ECONOMIC ADJUSTMENT CLAUSE:

ALL PRICES MUST REMAIN FIRM FOR THE FIRST TWELVE (12) MONTHS OF THIS  
CONTRACT. A PRICE INCREASE MAY BE CONSIDERED ONLY ONCE DURING EACH  
TWELVE (12) MONTH PERIOD THEREAFTER FOR AN INDUSTRY INDEX INCREASE.

IN THE EVENT THE CONTRACTOR'S COST FOR THE GOODS COVERED BY A TERM  
CONTRACT ISSUED AS RESULT OF THIS INVITATION FOR BID SHOULD INCREASE  
BY MORE THAN 5% DURING THE PERIOD OF TIME IN WHICH THE CONTRACT IS  
IN EFFECT, THE CONTRACTOR MAY BE CONSIDERED, UPON SUBMISSION TO THE

-----  
STATE OF WRITTEN PROOF OF SUCH INCREASE, FOR AN ADJUSTMENT TO THEIR PRICE BY AN AMOUNT SUFFICIENT TO COMPENSATE A CONTRACTOR COMPLETELY AND PRECISELY FOR SUCH COST INCREASES. SUCH INCREASES SHALL BECOME EFFECTIVE AFTER REQUIRED APPROVALS AND EXECUTION SIGNATURES FOR THE CONTRACT AMENDMENT.

CLAIM FOR SUCH ADJUSTMENT MUST INCLUDE A CERTIFICATION FROM THE MANUFACTURER/SUPPLIER VERIFYING HIS COST AT THE TIME OF THE BID AND AT THE TIME OF THE REQUESTED INCREASE. SUCH INCREASE WILL BE ALLOWED ONLY ON THE COST TO THE CONTRACTOR. NO INCREASE OR CHANGE IN CONTRACTOR'S OVERHEAD, PROFIT OR OTHER FACTORS WILL BE APPROVED. THE STATE RESERVES THE RIGHT TO ASK FOR INVOICES, PUBLISHED PRICE LISTS, OR ANY OTHER EVIDENCE ESTABLISHING A CONTRACTOR'S COSTS TO SUPPORT THE INCREASE.

IN ALL CASES THE CONTRACTOR MUST FILE A CLAIM FOR PRICE ADJUSTMENT PRIOR TO THE DELIVERY AND INVOICING OF THE GOODS. IF A CONTRACTOR HAS EXCESSIVE COMPLAINTS FILED AGAINST THEM FOR NON-DELIVERY, THE REQUEST MAY BE DENIED, UNTIL SUCH TIME AS ALL PAST COMPLAINTS ARE RESOLVED TO THE SATISFACTION OF THE BUREAU OF STRATEGIC SOURCING. IN ANY EVENT, PRICE ADJUSTMENTS WILL NOT APPLY TO RELEASE ORDERS DATED PRIOR TO FINAL EXECUTION OF THE CONTRACT AMENDMENT FOR SUCH.

IN THE EVENT SUCH COSTS SHOULD DECREASE BY MORE THAN 5% DURING THE PERIOD OF TIME THAT SUCH CONTRACT IS IN EFFECT, IT IS THE RESPONSIBILITY OF THE VENDOR TO NOTIFY THE STATE OF ILLINOIS, BUREAU OF STRATEGIC SOURCING OF ANY SUCH DECREASE. DECREASES SHALL BECOME EFFECTIVE AFTER REQUIRED APPROVALS AND EXECUTION SIGNATURES FOR THE CONTRACT AMENDMENT.

CONTRACT NO: 4018160  
S00210 : STATEWIDE DELIVERIES REQUIRED:

UNLESS OTHERWISE STATED ABOVE IN THIS DOCUMENT, DELIVERY OF ITEMS ON THIS CONTRACT MAY BE REQUIRED TO BE MADE F.O.B. DESTINATION TO ANY LOCATION WITHIN THE STATE OF ILLINOIS.

DELIVERY LOCATIONS WILL BE IDENTIFIED ON INDIVIDUAL ORDERS.

-----  
VENDOR NAME AND ADDRESS

MAX KATZ BAG COMPANY  
235 S LASALLE STREET  
INDIANAPOLIS, IN 46201-4334

PRIME VENDOR: N  
CONTRACT BEGIN DATE: 10/15/15

CONTACT NAME: DONALD KATZ  
CONTACT PHONE: (800) 225-3729  
CONTACT E-MAIL: DONKATZ@MAXKATZBAG.COM

CONTRACT NO: 4018160  
PYMT TERMS: NONE  
DELIVERY: SPECIFIED ELSEWHERE  
VENDOR NO:  
BUSINESS CLASS CODE: NNLEN  
LEGAL STATUS: CORPORATION  
CONTRACT END DATE: 10/14/17

CONTACT FAX: (317) 635-3458

CONTRACT ITEMS/SERVICES  
BY LINE ITEM

T NUMBER: T5175  
PAGE NO.: 00006

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00001	<p>COMMODITY CODE: 5113-593-0010 SANDBAGS, -RESERVE STOCKPILE INVENTORY- APPROX. 14".W X 26".H, WITH TIE STRINGS ATTACHED, 10 X 10 WEAVE POLYPROPYLENE, 800 DENIER, DUO-STITCHED HEM-TOP-MOUTH AND BOTTOM, REFERENCE PACKAGE QUANTITY.</p> <p>INITIAL ORDER AND RE-PLENISHMENT ORDER ( AGENCY TO ORDER IN PALLET QUANTITY )</p> <p>1,000 BAG/BALE 20,000 BAG/PALLET</p> <p>A) 1-MILLION BAG PRICE: .145 PER BAG B) 2-MILLION BAG PRICE: .145 PER BAG C) 3-MILLION BAG PRICE: .145 PER BAG VENDOR: MAX KATZ BAG COMPANY :</p> <p>CONTRACT NO: 4018160 BRAND: MKBC MODEL: BG0627W</p>	999999.000	EACH	N/A	\$ .14500
00002	<p>COMMODITY CODE: 5113-593-0011 SANDBAGS, FOR IMMEDIATE ON-SITE SHIPMENT APPROX: 14".W X 26".H, WITH TIE STRINGS ATTACHED, 10 X 10 WEAVE POLYPROPYLENE, 800 DENIER, DUO-STITCHED HEM-TOP-MOUTH AND BOTTOM, REFERENCE PACKAGE QUANTITY.</p> <p>( AGENCY TO ORDER IN PALLET QUANTITY ) ( NOT A STOCKPILE REPLENISHMENT ORDER ) 1,000 BAG/BALE 20,000 BAG/PALLET VENDOR: MAX KATZ BAG COMPANY :</p> <p>CONTRACT NO: 4018160 BRAND: MKBC MODEL: BG0627W</p>	15000.000	EACH	N/A	\$ .16000
00003	<p>COMMODITY CODE: 5113-593-0015 POLYETHYLENE FILM, "RESERVE STOCKPILE" CLEAR 20' X 100' ROLL, MULTI-LAMINATE POLYTHEYLENE FILM REINFORCED WITH HIGH TENACITY MULTI-FILAMENT FILMS, 10 ML., WEIGHT 25 LB./1,000 SQ.FT., EACH PACK.</p> <p>INITIAL ORDER AND RE-PLENISHMENT ORDER ( AGENCY TO ORDER IN PALLET QUANTITY )</p> <p>28 ROLL/PALLET</p> <p>A) 500 ROLL PRICING: \$96.00 PER ROLL B) 1000 ROLL PRICE: \$96.00 PER ROLL C) 1500 ROLL PRICE: \$96.00 PER ROLL VENDOR: MAX KATZ BAG COMPANY :</p> <p>CONTRACT NO: 4018160 BRAND: MAKI MODEL: RF2020</p>	500.000	ROLL	N/A	\$ 96.00000
00004	<p>COMMODITY CODE: 5113-593-0016 POLYETHYLENE FILM, "IMMEDIATE SHIPMENT" CLEAR 20' X 100' ROLL, MULTI-LAMINATE POLYTHEYLENE FILM REINFORCED WITH HIGH TENACITY MULTI-FILAMENT FILMS, 10 ML., WEIGHT 25 LB./1,000 SQ.FT., EACH/ROLL.</p> <p>( AGENCY TO ORDER IN PALLET QUANTITY ) ( NOT A STOCKPILE REPLENISHMENT ORDER )</p> <p>28 ROLL/PALLET VENDOR: MAX KATZ BAG COMPANY :</p>	10.000	ROLL	N/A	\$ 100.00000

CONTRACT ITEMS/SERVICES  
BY LINE ITEM

T NUMBER: T5175  
PAGE NO.: 00007

-----  
LINE# DESCRIPTION/MFGR/BRAND QUANTITY UNIT DISCOUNT UNIT PRICE  
FROM/TO

00004 CONTINUED.....  
CONTRACT NO: 4018160  
BRAND: MAKA

MODEL: RF2020