

North Dakota Department of Transportation  
INVITATION TO BID

NDDOT Contract # 50120157

Bid Number: 345-00-12-050	Bid Opening Date & Time: 02/21/2012 02:00 PM
Items: Vest, Safety/Surveyor	Buyer: Sue Eberle
Bid Mailing Address: 608 East Boulevard Ave., Room 222	Telephone Number: 701-328-4465
City, State, Zip: Bismarck, ND 58505-0700	Email: seberle@nd.gov
Contract Period: 03/01/2012 TO 02/28/2013	Date Prepared: 02/06/2012

**BID RESPONSE**

Please submit your bid response on the attached forms in conformance with the instructions and specifications in the NDAC 04-12-01 – 04-12-16. One copy of your bid response must be returned to the North Dakota Department of Transportation (NDOT) prior to the time and date specified for the bid opening. Bid responses received after the time and day specified for the bid opening will be rejected. Mark envelope with word "BID" and the opening time and date. **If your bid response is accepted by NDDOT, then your bid response will constitute a binding contract.**

**CONTRACT**

This contract is made and entered into by and between NDDOT for the state of North Dakota (hereinafter state) and

Vendor Name Lohmann & Rauscher, Inc.	Vendor Address 6001 SW Sixth Ave., Ste. 101, Topeka, KS 66615
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(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division, such manual being made a part of this contract by reference. The Risk Management Appendix and Civil Rights Appendix, both attached, are hereby incorporated into and made a part of this agreement.

**The following must be completed by the vendor; failure to do so may result in the rejection of the vendors bid proposal**

Vendor Name Lohmann & Rauscher, Inc.		
Mailing Address 6001 SW Sixth Ave., Ste. 101, Topeka, KS 66615-1004		
Telephone Number 800-279-3863	Fax Number 800-289-1903	E-mail Address Gary.Piel@us.LRMed.com

Michael R. Hall, President

Name & Title (Type or Print)

*Michael R. Hall*  
Signature

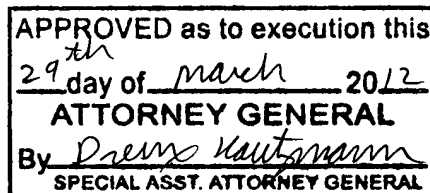
March 12, 2012

Date

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer or bid may be rejected. (if signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

**FOR ND DEPARTMENT OF TRANSPORTATION USE ONLY** Accepted by the state according to provisions of award.

Authorized Signature <b>Francis G. Ziegler</b> <i>Francis G. Ziegler</i>	Date 3/29/12
Recommended for approval <i>Brad D...</i>	Approximate contract amount \$ Unknown



## **MAILING INSTRUCTIONS**

Mail only one completed and signed request for bid document per envelope, unless instructed otherwise. Request for bid documents not signed or received after the date and time specified in the request for bid will be rejected.

**BID IS:** ☒ **SEALED** ☐ **NOT SEALED**

Address the envelope containing your response in the following manner:

BID NUMBER - 345-00-12-050  
BID OPENING DATE/TIME - FEBRUARY 21, 2012, 2:00 P.M.  
N. D. DEPT. OF TRANSPORTATION  
PROCUREMENT, RM 222  
608 E BOULEVARD AVE  
BISMARCK ND 58505-0700

## **BIDDERS INSTRUCTIONS**

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.
2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical handicap.
3. **Assistance to Bidders with a Disability.** Bidders with a disability that need an accommodation must contact the Procurement Officer prior to the deadline for receipt of bids so that reasonable accommodations can be made.
4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.
5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.  
  
Contracts are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.
6. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.
7. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
  - Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
  - Mark envelope as indicated.
  - Review Standard Terms and Conditions contained in this solicitation.
  - Sign your bid on the cover sheet.
  - Initial all bid/pricing changes you made.
  - Bid responses must be submitted in ink or type written.
  - Review and complete all requirements contained in this solicitation to ensure compliance.
8. **Bidder's Responsibility and Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons. It is the bidder's responsibility to comply with the State of North Dakota's laws and regulations.

9. **Bid Summary.** Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from:  
<http://www.nd.gov/spo/>

Bid summaries will be mailed to those bidders who supply a self-addressed, stamped envelope with their bid response. A copy of the bid summary may also be obtained by visiting the NDDOT Procurement Office during normal working hours.

10. **Bid Bond.** Waived in this instance: however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.

11. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business February 15, 2012. (Contact information is indicated on cover page). The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

12. **Definitions.**

- Bidder - any person or firm submitting a competitive bid in response to a solicitation.
- Bid summary - a summary of all bid responses received by the NDDOT Procurement Office.
- Bid response - the executed document submitted by a bidder in response to a solicitation.
- Contract - a deliberate written agreement between two or more competent persons to perform specific act or acts.
- Contractor - any person or firm having a contract with a governmental body.
- Solicitation - the process of notifying prospective bidders that the state wishes to receive bids for furnishing goods or services.

13. **Deviation from Specifications Supplied by NDDOT.** Unless otherwise indicated by the bidder, it will be assumed that specifications will be met in all respects. Any deviation from the minimum specifications indicated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

14. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive.

15. **Freight/F.O.B. Destination.** Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. - Free On Board).

16. **Indemnification.** The attached Risk Management Appendix will be incorporated into the contract. The successful Bidder may be required to furnish proof of insurance, as detailed in the Risk Management Appendix.

17. **Multiple Bid(s).** Bidders may submit more than one bid response(s) for the item(s) specified in the solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.

18. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.

19. **Open Records.** After award, bid documents will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately. Those interested in reviewing the bid file, are to make arrangements, with the NDDOT Procurement Office. The NDDOT Procurement Office hours are 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. Monday through Friday.

20. **Packaging.** All shipments are to be packaged according to accepted commercial practices to avoid damage in shipment.

21. **Performance Bond.** Successful bidders will not be required to furnish a performance bond; however, failure to perform satisfactorily will result in the immediate termination of the contract(s) and bidders may be subject to removal from the bidder's list.

22. **Preparation of Bid.** Bids will be accepted on NDDOT forms only. If the document is located on the State Procurement Office website, then bidder is to download the document and type or write their responses as indicated by the bid document. Alteration of the bid document may be cause for bid rejection. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk.

23. **Pricing.** Unit prices are to be stated in United States currency and based on the unit of measurement specified in the solicitation, F.O.B. Destination, to the NDDOT delivery locations specified herein.

In the event of mathematical differences between the unit price and extended total, the unit price will prevail.

24. **Protest of Award.** An interested party may protest the award within seven days after receiving notice in accordance with N.D.C.C. 54-44.4-12 and N.D.A.C. 4-12-14.

25. **Receipt of Bids.** All sealed bids received by the NDDOT Procurement Office will be opened and read in Room 222, 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation.

26. **Rejection.** Bid responses may be rejected if:

- The bid response is not legible.
- The bid response is not submitted on the form supplied.
- The bid response is not completed as requested.
- The bid response is completed and/or signed in pencil.
- The bid response is faxed to the procurement office.
- The bid response is not signed by an authorized company representative.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- Changes to the bid response are not initialed.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).
- The price is not fair and reasonable
- Or a combination of above.

27. **Signature.** The bid must be signed manually in ink. The name and title of the person signing the bid response must be typed or printed above the signature. The bid must be signed by **Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer** or the bid may be rejected. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the Owner, Partner, Corp. Pres., or Vice Pres. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

28. **Supplemental Terms and Conditions.** Bids including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this ITB or that diminish the State's rights will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

After award of contract:

- a) If a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB will prevail, and,
- b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.

Changes, modifications, additions, or alterations to the bid document could be cause for rejection of the submitted bid at the sole discretion of the NDDOT. Contact the Procurement Officer in writing prior to the deadline for clarifications.

29. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-0309764.

30. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder will be required to become approved prior to award, in accordance with N.D.C.C. 54-44.4-09. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: [www.nd.gov/spo/vendor](http://www.nd.gov/spo/vendor). Contact the ND State Procurement Office at 701-328-2683 or [infospo@nd.gov](mailto:infospo@nd.gov) for assistance.

31. **Withdrawal or changes to a bid response prior to the bid opening date and time.** A bidder may withdraw or make a change to his bid response prior to the bid opening date and time. The request to make a change or withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.

32. **Withdrawals after the bid opening date and time.** Withdrawals after the bid opening will be allowed only upon written approval from the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

### **GENERAL CONTRACT TERMS AND CONDITIONS**

1. **Applicable Law and Venue.** Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota:

2. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a State employee or purchasing agency will have no force or effect unless reduced to writing.

3. **Compliance with Laws, Nondiscrimination and Affirmative Action.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

4. **Contract Amendments, Waivers.** After a binding contract has been entered into, no changes (i.e. additions, substitutions, subcontracting or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency and Procurement Officer.

The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

5. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning MARCH 1, 2012 and ending FEBRUARY 28, 2013**, inclusive. This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract for a period of twelve (12) months each, not to exceed thirty-six (36) months total. Renewals will be documented by amendment.

The NDDOT reserves the right to renegotiate price and terms provided that such negotiated price and terms fall within the original scope of work for this bid. Negotiations may be conducted annually or at such times that additional and unexpected services falling within the scope of the contract may occur. Such changes will be documented by amendment to the contract.

6. **Contract Termination.**

- a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
- b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:
  - i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
  - ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
  - iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- c. **Termination for Cause.** The State by written notice of default to the contractor may terminate the whole or any part of this contract:
  - i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
  - ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
  - iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

7. **Contract Price Adjustment:** The Contract Unit Prices shall be firm for the twelve (12) months of the contract period. On an annual basis, all unit prices may be subject to price adjustment (increase / decrease). The request for a price adjustment shall be submitted to the Procurement Office at least forty five (45) days before the scheduled contract expiration date and must include justification for the proposed change. The Procurement Officer will respond as follows:

- 1) The request may be granted,
- 2) The contract may be cancelled and solicitation may be re-advertised, or
- 3) The contract may be continued without change.

If a price increase is approved by the NDDOT, the date the increase will be effective along with the new unit prices will be included in an amendment document. Approval of any price increase renews the twelve month firm price period.

The State shall also be advised of and receive the benefit of any price decrease. The same notification and review process will apply to a decrease in cost.

8. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency.

9. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

10. **Billing and Payment Procedures:** Orders will be issued by individual NDDOT districts (attached listing).

Invoices are to be submitted as indicated on the purchase orders unless otherwise instructed. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment.

Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoice and payment inquiries must be directed to the purchasing agency.

11. **Estimated Volume:** The volume of this contract is unknown. Orders will be placed on an as needed basis. Situations may dictate a volume purchase. Offerors should indicate the opportunity for quantity price breaks.

12. **Record Sales:** The successful bidder must maintain records of sales under the contract and furnish volume of sales information to the NDDOT Procurement Office upon request.

13. **Subcontracts, Assignment:** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency.

14. **Successors in Interest:** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

15. **Receiving:** Deliveries must arrive at the designated destination(s) during normal business hours unless other shipping/receiving instructions are issued by NDDOT personnel. The contractor shall contact the NDDOT to schedule delivery dates and times at least 24 hours in advance of delivery.

All NDDOT offices will be closed in recognition of State holidays. Any day declared a holiday by the President or Governor will also be recognized by office closure.

16. **Service Representative.** The contractor must provide a dedicated customer service representative to provide support for this contract. The contractor shall notify the Procurement Officer in the event the representative is changed.

NAME: Gary Piel  
(Name of person servicing this contract)

BUSINESS NAME: Lohmann & Rauscher, Inc.

MAILING ADDRESS: 6001 SW Sixth Ave., Ste. 101

CITY & STATE: Topeka, KS ZIP CODE: 66615-1004

PHONE NUMBER: 785-862-1100 TOLL FREE: 800-279-3863

FAX NUMBER: 800-289-1903 E-MAIL: Gary.Piel@us.LRMed.com

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
SAFETY VEST SPECIFICATION

This specification is intended to describe a reflective safety vest for use by the North Dakota Department of Transportation (NDDOT). The safety vest must be constructed of durable material and meet the minimum requirements of this specification. The safety vest provided is intended to be a current production model. The vest shall be a Class 2 Level 2 vest as specified in ANSI/ISEA 107-2010 and shall meet the color, performance and care label recommendations of ANSI/ISEA 107-2010.

**(1) MESH FABRIC:**

The safety vest shall be constructed from a Fluorescent Lime-Yellow ANSI compliant breathable mesh fabric. The mesh fabric shall have a minimum weight of 3 oz. per square yard.

**(2) REFLECTIVE VINYL TAPE:**

A 2" wide strip of reflective vinyl tape shall be sewn or RF welded securely to the vest. The reflective material shall be placed over the shoulder of each vest (in front and back) and extend to a strip of reflective material sewn 360° around the lower portion of the vest. The bottom of the 360° strip shall be at least 2" from the bottom of the vest. The reflective material shall be 3M Scotchlite Reflective Material, High Gloss Trim, Product No. 7196, Fluorescent Orange meeting the level 2 ANSI requirements.

**(3) BINDING:**

All edges shall be bound and sewn with a single stitched durable cloth binding which is orange in color. In the sewing process of the binding, the cloth binding shall be folded to create a smooth edge on all sides and edges of the safety vest. Plastic type bindings or borders are not acceptable.

**(4) CONSTRUCTION:**

- (A) The safety vest shall be v-neck style and shall be made from three (3) single pieces of polyester fabric consisting of two (2) front panels and a single back panel
- (B) A 14" nonconductive zipper, the same color as the background material, shall be sewn vertical on the front center of vest for front closure.
- (C) The vest shall be available in the following sizes Small - 6X large.
- (D) The reflective tape shall be sewn or RF welded securely to the vest. When sewing the reflective tape or bindings a lock stitch shall be used. The stitch count shall be no less than 6 or more than 12 stitches per inch.

**(5) WORKMANSHIP:**

- (A) The workmanship of the safety vest shall be of high quality, it shall be comfortable to wear and shall be free of ragged edges, surface blemishes, loose stitches, uneven seams or any defect which would make the vest unsuitable for its intended use.
- (B) Each vest shall meet the requirements of **Class 2 Level 2 ANSI/ISEA 107-2010 GARMENT. THE SUPPLIER SHALL FURNISH CERTIFICATIONS FOR THE BACKGROUND MATERIAL, REFLECTIVE MATERIAL AND A SAMPLE VEST WITH THE BID.**

**(6) SAMPLE AND SPECIFICATIONS:**

- (A) **Suppliers must submit a sample vest and detailed manufacturer's specifications along with this response.** Unless otherwise indicated by the bidder it will be assumed that specifications will be met in all respects. Bids that do not have samples may be considered non-responsive.
- (B) **If supplier would like the sample vest returned, please include a PREPAID SELF-ADDRESSED SHIPPING LABEL.** The non-awarded vests will be returned after the completion of the bid process if requested by bidder.



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
SURVEYORS VEST SPECIFICATION

This specification is intended to describe a reflective safety vest for use by surveyors of the North Dakota Department of Transportation (NDDOT). The surveyor's safety vest must be constructed of durable material and meet the minimum requirements of this specification. The surveyor's safety vest provided is intended to be a current production model. The vest shall be a Class 2 Level 2 vest as specified in ANSI/ISEA 107-2010 and shall meet the color, performance and care label recommendations of ANSI/ISEA 107-2010.

**(1) FABRIC:**

The safety surveyor vest shall be constructed from Fluorescent Lime-Yellow ANSI compliant fabrics.

The fabric on the front of the vest shall be Fluorescent Lime-Yellow ANSI compliant fabric. At a minimum the fabric shall be a 5.5 oz. per square yard, 100% solid woven polyester fabric.

The fabric on the backside of the surveyor's safety vest shall be a Fluorescent Lime-Yellow ANSI compliant breathable mesh fabric. The mesh fabric shall have a minimum weight of 3 oz. per square yard.

**(2) REFLECTIVE VINYL TAPE:**

A 2" wide strip of reflective vinyl tape shall be sewn or RF welded securely to the vest. The reflective material shall be placed over the shoulder of each vest (in front and back) and extend to a strip of reflective material sewn 360° around the lower portion of the vest. The bottom of the 360° strip shall be at least 2" from the bottom of the vest. The reflective material shall be 3M Scotchlite Reflective Material, High Gloss Trim, Product No. 7196, Fluorescent Orange meeting the level 2 ANSI requirements.

**(3) BINDING:**

All edges shall be bound and sewn with a single stitched durable cloth binding which is orange in color. In the sewing process of the binding, the cloth binding shall be folded to create a smooth edge on all sides and edges of the safety vest. Plastic type bindings or borders are not acceptable.

**(4) CONSTRUCTION:**

- (A) The safety vest shall be v-neck style and shall be made from three (3) single pieces of polyester fabric consisting of two (2) front panels and a single back panel.
- (B) A 14" nonconductive zipper, the same color as the background material, shall be sewn vertical on the front center of vest for front closure.
- (C) The vest shall be available in the following sizes Small - 6X large.
- (D) The reflective tape shall be sewn or RF welded securely to the vest. When sewing the reflective tape, pockets or bindings a lock stitch shall be used. The stitch count shall be no less than 6 or more than 12 stitches per inch.
- (E) The front of the vest shall have four pockets on the outside and two on the inside. The right chest pocket on the outside shall be at least 5 ½" wide and 6" deep. The left chest pocket shall be at least 5 ½" wide and 4 ½" deep and be divided into four evenly spaced vertical slots sewn for pencils. The lower pockets shall be at least 5 ½" wide and 6" deep. The right chest pocket and the lower hip pockets shall have an upper flap to close the pocket with a snap or Velcro closure. Flaps shall have full facing.

The two front inside pockets shall be at least 7 ½" deep and 9" wide and have a snap or Velcro closure. The bottom edge of the pocket shall be near the bottom edge of the vest.

**(5) WORKMANSHIP:**

- (A) The workmanship of the safety vest shall be of high quality, it shall be comfortable to wear and shall be free of ragged edges, surface blemishes, loose stitches, uneven seams or any defect which would make the vest unsuitable for its intended use.
- (B) Each vest shall meet the requirements of **Class 2 Level 2 ANSI/ISEA 107-2010 GARMENT. THE SUPPLIER SHALL FURNISH CERTIFICATIONS FOR THE BACKGROUND MATERIAL, REFLECTIVE MATERIAL AND A SAMPLE VEST WITH THE BID.**

**(6) SAMPLE AND SPECIFICATIONS:**

- (A) **Suppliers must submit a sample vest and detailed manufacturer's specifications along with this response.** Unless otherwise indicated by the bidder it will be assumed that specifications will be met in all respects. Bids that do not have samples may be considered non-responsive.
- (B) **If supplier would like the sample vest returned, please include a PREPAID SELF-ADDRESSED SHIPPING LABEL.** The non-awarded vests will be returned after the completion of the bid process if requested by bidder.

## BID RESPONSE

ITEM NO.	QTY	UNIT	DETAILED SPECIFICATIONS	EACH PRICE
<b>GROUP 01 – STANDARD SAFETY VEST – (SAMPLE OF VEST TO BE PROVIDED WITH BID)</b>				
1.	<b>SAFETY VESTS – SMALL</b>			
	1 to 50	EA.	<b>STANDARD SAFETY VESTS – SMALL</b>  <b>BRAND:</b> <u>Lohmann &amp; Rauscher</u>  <b>PART NO:</b> <u>400524S</u>	\$ 10.25
	51 to 100			\$ 10.25
	101 to 150			\$ 10.25
	200 or more			\$ 10.25
	(Enter Quantities for Price Break)			
2.	<b>SAFETY VESTS – MEDIUM (REGULAR)</b>			
	1 to 50	EA.	<b>STANDARD SAFETY VESTS – MEDIUM (REGULAR)</b>  <b>BRAND:</b> <u>Lohmann &amp; Rauscher</u>  <b>PART NO:</b> <u>400524M</u>	\$ 10.25
	51 to 100			\$ 10.25
	101 to 150			\$ 10.25
	200 or more			\$ 10.25
	(Enter Quantities for Price Break)			
3.	<b>SAFETY VESTS – LARGE</b>			
	1 to 50	EA.	<b>STANDARD SAFETY VESTS – LARGE</b>  <b>BRAND:</b> <u>Lohmann &amp; Rauscher</u>  <b>PART NO:</b> <u>400524L</u>	\$ 12.25
	51 to 100			\$ 12.25
	101 to 150			\$ 12.25
	200 or more			\$ 12.25
	(Enter Quantities for Price Break)			

ITEM NO.	QTY	UNIT	DETAILED SPECIFICATIONS	EACH PRICE
4.	SAFETY VESTS – X-LARGE			
	<u>1</u> to <u>50</u>	EA.	STANDARD SAFETY VESTS – X-LARGE  BRAND: <u>Lohmann &amp; Rauscher</u>  PART NO: <u>400524XL</u>	\$ 12.25
	<u>51</u> to <u>100</u>			\$ 12.25
	<u>101</u> to <u>150</u>			\$ 12.25
	<u>200</u> or more			\$ 12.25
	(Enter Quantities for Price Break)			
5.	SAFETY VESTS – XX-LARGE			
	<u>1</u> to <u>50</u>	EA.	STANDARD SAFETY VESTS – XX-LARGE  BRAND: <u>Lohmann &amp; Rauscher</u>  PART NO: <u>400524XXL</u>	\$ 12.25
	<u>51</u> to <u>100</u>			\$ 12.25
	<u>101</u> to <u>150</u>			\$ 12.25
	<u>200</u> or more			\$ 12.25
	(Enter Quantities for Price Break)			
6.	SAFETY VESTS – XXX-LARGE			
	<u>1</u> to <u>50</u>	EA.	STANDARD SAFETY VESTS – XXX-LARGE  BRAND: <u>Lohmann &amp; Rauscher</u>  PART NO: <u>400524XXXL</u>	\$ 12.25
	<u>51</u> to <u>100</u>			\$ 12.25
	<u>101</u> to <u>150</u>			\$ 12.25
	<u>200</u> or more			\$ 12.25
	(Enter Quantities for Price Break)			

ITEM NO.	QTY	UNIT	DETAILED SPECIFICATIONS	EACH PRICE		
7.	<b>SAFETY VESTS – XXXX-LARGE</b>					
	<u>1</u> to <u>50</u>	EA.	<b>STANDARD SAFETY VESTS – XXXX-LARGE</b>  <b>BRAND:</b> <u>Lohmann &amp; Rauscher</u>  <b>PART NO:</b> <u>400524XXXXL</u>	\$ 12.25		
	<u>51</u> to <u>100</u>			\$ 12.25		
	<u>101</u> to <u>150</u>			\$ 12.25		
	<u>200</u> or more			\$ 12.25		
	(Enter Quantities for Price Break)					
8.	<b>SAFETY VESTS – XXXXX-LARGE</b>					
	<u>1</u> to <u>50</u>	EA.	<b>STANDARD SAFETY VESTS – XXXXX-LARGE</b>  <b>BRAND:</b> <u>Lohmann &amp; Rauscher</u>  <b>PART NO:</b> <u>400524XXXXXL</u>	\$ 12.25		
	<u>51</u> to <u>100</u>			\$ 12.25		
	<u>101</u> to <u>150</u>			\$ 12.25		
	<u>200</u> or more			\$ 12.25		
	(Enter Quantities for Price Break)					
<b>GROUP 02 – SURVEY VEST - (SAMPLE OF VEST TO BE PROVIDED WITH BID)</b>						
9.	<b>SURVEY VESTS – SMALL</b>					
	<u>1</u> to <u>50</u>	EA.	<b>SURVEY VESTS – SMALL</b>  <b>BRAND:</b> <u>Lohmann &amp; Rauscher</u>  <b>PART NO:</b> <u>400525S</u>	\$ 15.25		
	<u>51</u> to <u>100</u>			\$ 15.25		
	<u>101</u> to <u>150</u>			\$ 15.25		
	<u>200</u> or more			\$ 15.25		
	(Enter Quantities for Price Break)					

BIDDER Lohmann & Rauscher, Inc.

ITEM NO.	QTY	UNIT	DETAILED SPECIFICATIONS	EACH PRICE
10.	SURVEY VESTS SAFETY VESTS – MEDIUM			
	<u>1</u> to <u>50</u>	EA.	SURVEY VESTS – MEDIUM  BRAND: <u>Lohmann &amp; Rauscher</u>  PART NO: <u>400525M</u>	\$ 15.25
	<u>51</u> to <u>100</u>			\$ 15.25
	<u>101</u> to <u>150</u>			\$ 15.25
	<u>200</u> or more			\$ 15.25
	(Enter Quantities for Price Break)			
11.	SURVEY VESTS SAFETY VESTS – LARGE			
	<u>1</u> to <u>50</u>	EA.	SURVEY VESTS – LARGE  BRAND: <u>Lohmann &amp; Rauscher</u>  PART NO: <u>400525L</u>	\$ 18.25
	<u>51</u> to <u>100</u>			\$ 18.25
	<u>101</u> to <u>150</u>			\$ 18.25
	<u>200</u> or more			\$ 18.25
	(Enter Quantities for Price Break)			
12.	SURVEY VESTS SAFETY VESTS – X-LARGE			
	<u>1</u> to <u>50</u>	EA.	SURVEY VESTS – X-LARGE  BRAND: <u>Lohmann &amp; Rauscher</u>  PART NO: <u>400525XL</u>	\$ 18.25
	<u>51</u> to <u>100</u>			\$ 18.25
	<u>101</u> to <u>150</u>			\$ 18.25
	<u>200</u> or more			\$ 18.25
	(Enter Quantities for Price Break)			

ITEM NO.	QTY	UNIT	DETAILED SPECIFICATIONS	EACH PRICE
13.	SURVEY VESTS – XX-LARGE			
	<u>1</u> to <u>50</u>	EA.	SURVEY VESTS – XX-LARGE  BRAND: <u>Lohmann &amp; Rauscher</u>  PART NO: <u>400525XXL</u>	\$ 18.25
	<u>51</u> to <u>100</u>			\$ 18.25
	<u>101</u> to <u>150</u>			\$ 18.25
	<u>200</u> or more			\$ 18.25
	(Enter Quantities for Price Break)			
14.	SURVEY VESTS – XXX-LARGE			
	<u>1</u> to <u>50</u>	EA.	SURVEY VESTS – XXX-LARGE  BRAND: <u>Lohmann &amp; Rauscher</u>  PART NO: <u>400525XXXL</u>	\$ 18.25
	<u>51</u> to <u>100</u>			\$ 18.25
	<u>101</u> to <u>150</u>			\$ 18.25
	<u>200</u> or more			\$ 18.25
	(Enter Quantities for Price Break)			
15.	SURVEY VESTS – XXXX-LARGE			
	<u>1</u> to <u>50</u>	EA.	SURVEY VESTS – XXXX-LARGE  BRAND: <u>Lohmann &amp; Rauscher</u>  PART NO: <u>400525XXXXL</u>	\$ 18.25
	<u>51</u> to <u>100</u>			\$ 18.25
	<u>101</u> to <u>150</u>			\$ 18.25
	<u>200</u> or more			\$ 18.25
	(Enter Quantities for Price Break)			

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
STOREKEEPER LIST**

12/14/2011

**61 - BISMARCK:**

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
BETTY DeGREEF  
218 S AIRPORT ROAD  
BISMARCK ND 58504  
(701)328-6941 (701)328-6948 FAX

**62 - VALLEY CITY:**

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
RENEE HAZELTON  
1524 8TH AVENUE SW  
VALLEY CITY ND 58072  
(701)845-8803 (701)845-8804 FAX

**63 - DEVILS LAKE:**

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
LISA VETSCH  
316 6TH ST SE  
DEVILS LAKE ND 58301  
(701)665-5119 (701)328-0329 FAX

**64 - MINOT:**

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
LINDA KILLMER  
1305 HIGHWAY 2 BYPASS EAST  
MINOT ND 58701-7922  
(701)857-6928 (701)857-6944 FAX

**65 - DICKINSON:**

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
SHARON PRIVATSKY  
1700 3RD AVE W STE 101  
DICKINSON ND 58601-3009  
(701)227-6525 (701)227-6505 FAX

**66 - GRAND FORKS:**

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
GEORGE PALO  
1951 NORTH WASHINGTON  
PO BOX 13077  
GRAND FORKS ND 58208-3077  
(701)787-6521 (701)787-6515 FAX

**67 - WILLISTON:**

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
SUSAN PERCOSKI  
605 DAKOTA PARKWAY WEST  
PO BOX 698  
WILLISTON ND 58802-0698  
(701)774-2721 (701)774-2704 FAX

**68 - FARGO:**

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
TIM HAAGENSTAD  
503 - 38TH STREET SOUTH  
FARGO ND 58103-1198  
(701)239-8910 (701)239-8915 FAX



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CIVIL RIGHTS APPENDIX**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract
2. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status\*\*, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.\*\*
4. Information and Reports The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
  - a withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

\*\*The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324, age, 42 U.S.C. 6101, disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.



## **Risk Management Appendix**

### **Supply Contracts with Private Individuals, Companies, Corporations, Etc.:**

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Contractor, or Contractor's delivery agent, shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance.
- 2) **Workers compensation** insurance.

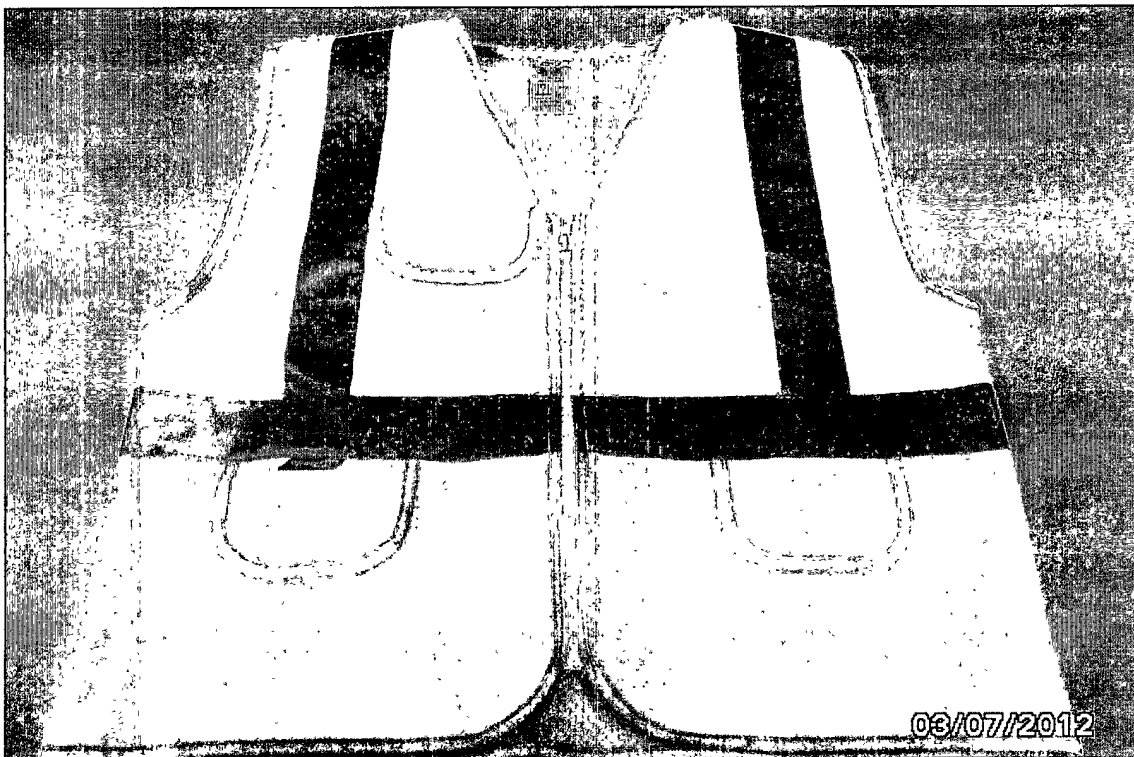
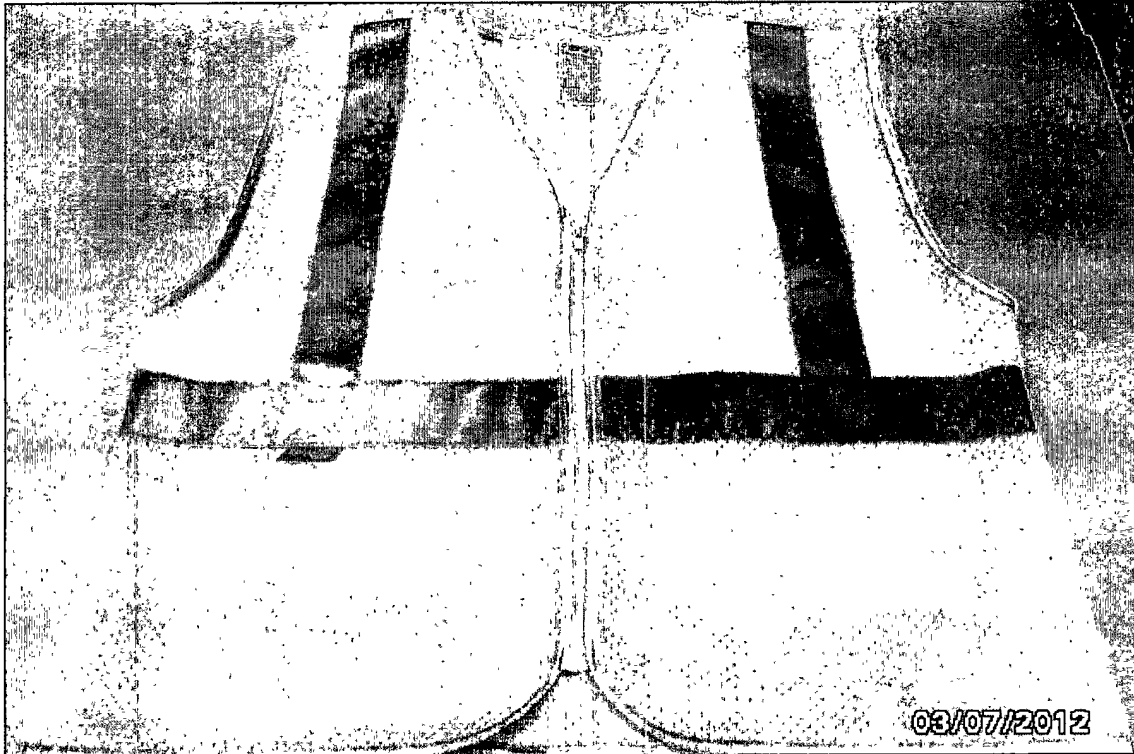
**Contractor shall produce certificates of insurance or copies of insurance policies upon request by the State.**

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

RM Consulted 2007  
Revised 6-07



Lohmann & Rauscher Model #400524 with 3M - 8925



Lohmann & Rauscher Model #400525 with 3M - 8925



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## Third Party Certification (ANSI/ISEA-107-2010) RETROREFLECTIVE MATERIAL COMPLIANCE

Submitted by: 3M

Style #: 8925, 3M™ Scotchlite™ Reflective Material

Lot #: BTG51, Ref: Fabric  
Color: Silver

Report #: MMM.A112309M

Date: March 5, 2010

The submitted material **MEETS** all **Level 2** performance requirements of retroreflective material prior to test exposure per ANSI/ISEA 107-2010.

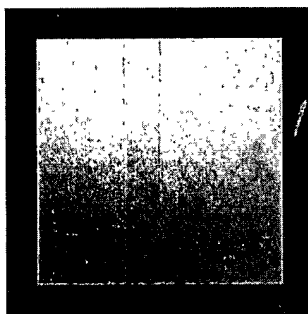
The submitted material **MEETS** all **Level 2** performance requirements of retroreflective material after test exposure per ANSI/ISEA 107-2010.

All of the above tests and evaluations were performed in accordance with ISO 17025 Management Systems.

Certifications of background and garment material characteristics are not implied by this certificate or the original report

*Adam R. Varley*

Certificate authorized by:  
Adam R. Varley  
Technical Director



Serial 60085112309M.MMM

\*This certification applies to the particular sample tested and to the specific tests carried out as dated and detailed in the report referenced above. It does not signify any measure of approval, control, supervision, or surveillance by Vartest Laboratories Inc. to this or any related product.

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Phone 212-947-8391 • Fax 212-947-8719 • Email: cltserv@vartest.com

3M™ Occupational Health & Environmental Safety Division  
ANSI/ISEA-107-2010 **Retroreflective Material Test Results**

Style #: 8925, 3M™ Scotchlite™ Retroreflective Material

Lot #: BTG51, Ref: Fabric

Color Silver

Date Issued: March 5, 2010

Vartest File #: MMM.112309M

The submitted material **MEETS** all Level 2 Photometric performance requirements of retroreflective material prior to test exposure per ANSI/ISEA-107-2010 clause 8.1 for minimum coefficient of retroreflection for retroreflective or combined performance materials.

The submitted material **MEETS** all Level 2 photometric performance requirements of retroreflective material after test exposure per ANSI/ISEA-107-2010 clause 8.2 for minimum coefficient of retroreflection for retroreflective or combined performance materials after abrasion, flexing, folding at cold temperatures, temperature variation, domestic washing (75 cycles), dry-cleaning (25 cycles).

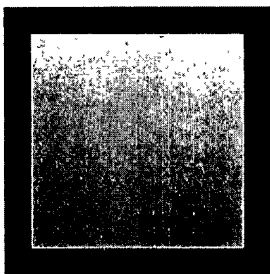
**SUMMARY**

Specification: ANSI/ISEA 107-2010

American National Standard for High-Visibility Safety Apparel

Retroreflective material, Level 2

Retroreflective Performance, Initial.....	Passed
Abrasion.....	Passed
Flexing.....	Passed
Folding at Cold Temperatures.....	Passed
Exposure to Temperature Variation.....	Passed
Domestic Washing (75X).....	Passed
Dry-cleaning (25X).....	Passed
Retroreflective Performance in Rainfall.....	Passed



Signed For The Company By

*Adam R. Varley*

Serial #: 500850112309M.MMM

Adam R. Varley

Technical Director





300 Gen Colin Powell Pkwy, Phenix City, AL 36869

Telephone: 1-800-554-7424 Fax: 334-664-3212

Textest Report: 1210315R

Date: 09/16/11

Page: 1 of 5

## Certificate of Test

**CLIENT:**

ALEXANDER FABRICS

P.O. Box 147

Burlington, NC 27216

ATTN: Lewis Smith

**Material Description:**

70732FR Polyester Mesh

Fabric ☒ Non-Fabric ☐ (check one)

Lot #: D/O 0029927 000 001

Manufacturer:

Color:

Luminous Yellow

**COMMENT:**

The ANSI/ISEA 107-2004 test data was reviewed and found to conform to the requirements of ANSI/ISEA 107-2010. Reference Textest report 1210315 dated 1/30/2009.

TEXTTEST

Signed by

## ANSI/ISEA 107-2010 Background Material Testing Report

Page 2 of 5

Material Description: 70732FR Polyester Mesh		Test Lab: <b>TEXT</b> Report # 1210315R		
Fabric <input checked="" type="checkbox"/> Non-Fabric <input type="checkbox"/> (check one)		Address: P.O. Box 1108 Phenix City, AL 36869		
Lot #: D/O 0029927 000 001		Contact Person: Alan Lightholder		
Color: Luminous Yellow		Date Tested: 9/16/2011		
<b>TEST FOR ALL MATERIALS</b>				
Test/Method	Section	ANSI/ISEA 107 Requirement	Test Result	Pass/ Fail/ NA
Determination of Color ASTM E1164-09 (Single layer)	7.1.1 7.2.4 9.2	Test specimen must fulfill the colorimetric requirements of Table 2 for background material	As submitted: x = y = %Y = After 40 AFU Xenon x = y = %Y =	NA NA NA NA NA NA NA
Determination of Color ASTM E1164-09 (Two layers of the same material)	7.1.1 7.2.4 9.2	Test specimen must fulfill the colorimetric requirements of Table 2 for background material	As submitted: x = 0.390 y = 0.543 %Y = 83.0 After 40 AFU Xenon x = 0.390 y = 0.528 %Y = 79.4	Pass Pass Pass Pass Pass Pass Pass
Colorfastness Crocking AATCC 8-2007	7.2.1	Dry 3.0 Wet 3.0	4.5 4.5	Pass Pass
Colorfastness Perspiration AATCC 15-2007	7.2.2	Color Change 4.0 Staining 3.0	Acetate: 5.0 Cotton: 4.5 Nylon: 4.5 Polyester: 5.0 Acrylic: 5.0 Wool: 5.0	Pass Pass Pass Pass Pass Pass Pass
Bursting Strength (Knitted) ASTM D 3787-07	7.4.1	267 N (27.2 kgf) (60 lbf)	108 lbs.	Pass
Tear Resistance (Woven) ASTM D 1424-09	7.4.2	13 N (1326 gf) (2.92 lbf) Average force machine Average force cross-machine		NA NA

Material Description: 70732FR Polyester Mesh		Test Lab: <b>TEST</b> Report # 1210315R		
Fabric <u>  X  </u> Non-Fabric <u>      </u> (check one)		Address: P.O. Box 1108 Phenix City, AL 36869		
Lot #: D/O 0029927 000 001		Contact Person: Alan Lightholder		
Color: Luminous Yellow		Date Tested: 9/16/2011		
<b>TESTED AS CARE LABEL DICTATES</b>				
Test/Method	Section	ANSI/ISEA 107 Requirement	Test Result	Pass/ Fail/ NA
Colorfastness Domestic/Commercial Laundry AATCC 61-2007-3A 160° F	7.2.3 Table 3	Color change 4.5 Staining 3.0	Acetate: Cotton: Nylon: Polyester: Acrylic: Wool:	NA NA NA NA NA NA
Colorfastness Domestic/Commercial Laundry AATCC 61-2007-2A 105° F (modified)	7.2.3 Table 3	Color change 4.5 Staining 3.0	Acetate: 4.5 Cotton: 3.5 Nylon: 4.5 Polyester: 3.5 Polyester: 4.5 Acrylic: 5.0 Wool: 4.0	Pass Pass Pass Pass Pass Pass Pass
Colorfastness Water AATCC 107-2007	7.2.3 Table 3	Color change 3.0 Staining 3.0	Acetate: 5.0 Cotton: 5.0 Nylon: 4.5 Polyester: 4.0 Polyester: 4.5 Acrylic: 5.0 Wool: 5.0	Pass Pass Pass Pass Pass Pass Pass
Colorfastness Hypochlorite Bleaching (commercial) AATCC 61-2007-4A	7.2.3 Table 3	Fading 4.0		NA
Colorfastness Hypochlorite Bleaching (domestic) AATCC 61-2007-5A	7.2.3 Table 3	Fading 4.0	4.0	Pass
Colorfastness Hot-pressing AATCC 133-2004	7.2.3 Table 3	Color change 4.5 Staining 3.0	5.0 5.0	Pass Pass
Colorfastness Dry cleaning AATCC 132-2004	7.2.3 Table 3	Color change 4.0		NA



## ANSI/ISEA 107-2010 Background Material Testing Report

Page 4 of 5

Material Description: 70732FR Polyester Mesh	Test Lab: <b>TEST</b> Report # 1210315R
Fabric <input checked="" type="checkbox"/> Non-Fabric <input type="checkbox"/> (check one)	Address: P.O. Box 1108 Phenix City, AL 36869
Lot #: D/O 0029927 000 001	Contact Person: Alan Lightholder
Color: Luminous Yellow	Date Tested: 9/16/2011

## TESTED AS CARE LABEL DICTATES (cont)

Test/Method	Section	ANSI/ISEA 107 Requirement	Test Result	Pass/ Fail/ NA
Dimensional change Domestic AATCC 135-2000 (3) IIIA(iii) @ 105°F	7.3.1	Woven L +/- 4%      W +/- 2%	1st Cycle Length = Width =	NA NA
			5th Cycle Length = Width =	NA NA
		Knit L +/- 7%      W +/- 5%	1st Cycle Length = Width =	NA NA
			5th Cycle Length = -2.8 Width = -0.6	Pass Pass
Dimensional change Commercial AATCC 96-2004 IIIc-A and/or E @ 145°F	7.3.1	Woven L +/- 4%      W +/- 2%	1st Cycle Length = Width =	NA NA
			5th Cycle Length = Width =	NA NA
		Knit L +/- 7%      W +/- 5%	1st Cycle Length = Width =	NA NA
			5th Cycle Length = Width =	NA NA
Dimensional change Dry Cleaning AATCC 158-2005	7.3.1	Woven L +/- 4%      W +/- 2%	1st Cycle Length = Width =	NA NA
			5th Cycle Length = Width =	NA NA
		Knit L +/- 7%      W +/- 5%	1st Cycle Length = Width =	NA NA
			5th Cycle Length = Width =	NA NA

## ANSI/ISEA 107-2010 Background Material Testing Report

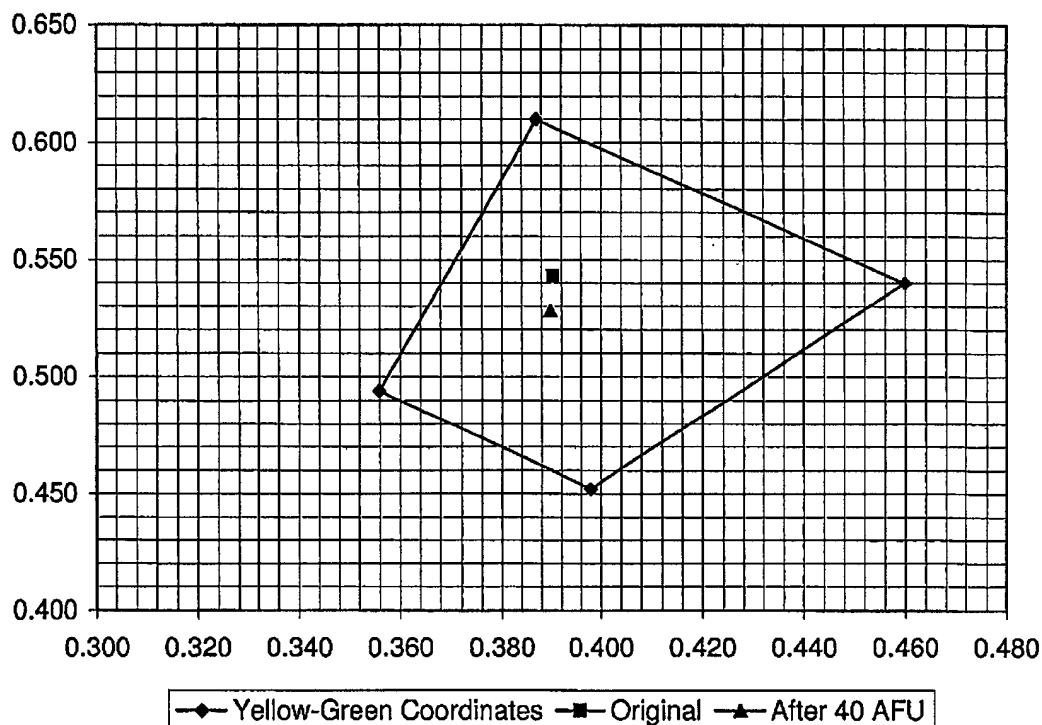
Page 5 of 5

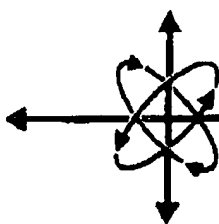
Material Description: 70732FR Polyester Mesh		Test Lab: <b>TEST</b> Report # 1210315R
Fabric <input checked="" type="checkbox"/> Non-Fabric <input type="checkbox"/> (check one)	Address: P.O. Box 1108 Phenix City, AL 36869	
Lot #: D/O 0029927 000 001	Contact Person: Alan Lightholder	
Color: Luminous Yellow	Date Tested: 9/16/2011	

TESTED AS CARE LABEL DICTATES (cont)

Test/Method	Section	ANSI/ISEA 107 Requirement	Test Result	Pass/ Fail/ NA
Water Repellency AATCC 22-2005	7.5.1	90 new 70 after 5 washings		NA NA
Water Resistance AATCC 35-2006	7.5.2	≤ 1 gram of water penetration Initial After 5 washings		NA NA
Waterproof AATCC 127-2008	7.5.3	200 cm new and after 5 washings Initial After 5 washings		NA NA
Breathability ASTM E96-05 Procedure B or BW	7.6	B - 600 g/m <sup>2</sup> /24 hr microporous BW - 3600 g/m <sup>2</sup> /24 hr hydrophilic		NA NA

CIE 1931 (x,y) Chromaticity Diagram



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May 18, 2011

Mr. Lewis Smith  
ALEXANDER FABRICS  
P.O. Box 147  
Burlington, NC 27216Reference: Flammability Test Report  
Lab Identification No. 7875  
Invoice No. 29331 (Attached)

Dear Mr. Smith:

One (1) fabric sample, identified as **STYLE: 70732 FR; DYE ORDER #: 39637-0; POLY; LUM YELLOW**, was received and tested in accordance with the National Fire Prevention Association No. 701, "Standard Methods of Fire Tests for Flame Propagation of Textiles and Films, 2010 Edition, (Test 1, Small Scale)". The results are as follows:

<u>Specimen Number</u>	<u>Residual Flame</u> <u>(seconds)</u>	<u>Weight Loss</u> <u>(percent)</u>
1	0.0	20.65
2	0.0	11.05
3	0.0	24.56
4	0.0	21.49
5	0.0	16.46
6	0.0	18.36
7	0.0	18.41
8	0.0	21.41
9	0.0	18.91
10	0.0	20.67
AVG.	0.0	19.20

The fabric sample submitted meets the minimum requirements of the above standard. The average percent weight loss cannot exceed 40% and the weight loss of individual specimens cannot exceed mean value plus three standard deviations. The average residual flame cannot exceed 2.0 seconds.

If there are any questions or when we can be of further assistance, please let us know.

Sincerely,

Karen S. Matkins

KSM/mr

Attachment

OUR LETTERS AND REPORTS ARE FOR THE EXCLUSIVE USE OF THE CLIENT TO WHOM THEY ARE ADDRESSED. ANY COMMUNICATION TO OTHERS OR THE USE OF OUR COMPANY NAME MUST RECEIVE PRIOR APPROVAL. OUR TEST RESULTS APPLY ONLY TO THE SAMPLE TESTED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS. SAMPLES NOT DESTROYED IN TESTING ARE RETAINED A MAXIMUM OF THIRTY DAYS. THE LETTERS, REPORTS OR NAME OF DIVERSIFIED TESTING LABORATORIES, INC. MAY NOT BE USED IN ADVERTISING TO THE GENERAL PUBLIC.



300 Gen Colin Powell Pkwy, Phenix City, AL 36869

Telephone: 1-800-554-7424 Fax: 334-664-3212

TexTesT Report: 1228785-3  
Date: 06/18/10  
Page: 1 of 5

## Certificate of Test

CLIENT:

PERFORMANCE TEXTILES  
3917 Liberty Road  
Greensboro, NC 27406-6109

ATTN: Wendy Staley

Material Description: Style 700, 150d Polyester Oxford Fabric	
Fabric <input checked="" type="checkbox"/>	Non-Fabric <input type="checkbox"/> (check one)
Lot #:	
Manufacturer: Global Sourcing	
Color: Fluorescent Yellow/Green	

COMMENT:

We certify that the sample identified above was tested in accordance with the specification and complies with the requirements for background materials of ANSI/ISEA 107-2010.

TEXTTEST

Signed by

## ANSI/ISEA 107-2010 Background Material Testing Report

Page 2 of 5

Material Description: Style 700, 150d Polyester Oxford Fabric		Test Lab:	<b>TEXTTEST</b> <sup>®</sup>		
Fabric <input checked="" type="checkbox"/> X <input type="checkbox"/> Non-Fabric <input type="checkbox"/> (check one)		Address:	Report # 1228785-3 P.O. Box 1108 Phenix City, AL 36869		
Lot #:		Contact Person:	Alan Lightholder		
Manufacturer: Global Sourcing		Date Tested:	6/18/2010		
Color: Fluorescent Yellow/Green					
<b>TEST FOR ALL MATERIALS</b>					
Test/Method	Section	ANSI/ISEA 107 Requirement		Test Result	Pass/ Fail/ NA
Determination of Color ASTM E1164-09 (Single layer)	7.1.1 7.2.4 9.2	Test specimen must fulfill the colorimetric requirements of Table 2 for background material	As submitted: x = y = %Y = After 40x Xenon x = y = %Y =		NA NA NA NA NA NA NA
Determination of Color ASTM E1164-09 (Two layers of the same material)	7.1.1 7.2.4 9.2	Test specimen must fulfill the colorimetric requirements of Table 2 for background material	As submitted: x = y = %Y = After 40x Xenon x = y = %Y =	0.376 0.554 101.6 0.375 0.535 96.5	Pass Pass Pass Pass Pass Pass
Colorfastness Crocking AATCC 8-2007	7.2.1	Dry 3.0 Wet 3.0		4.5 4.5	Pass Pass
Colorfastness Perspiration AATCC 15-2007	7.2.2	Color Change 4.0 Staining 3.0	Acetate: Cotton: Nylon: Polyester: Acrylic: Wool:	4.5 5.0 5.0 5.0 5.0 4.5	Pass Pass Pass Pass Pass Pass
Bursting Strength (Knitted) ASTM D 3787-07	7.4.1	267 N (27.2 kgf) (60 lbf)			NA
Tear Resistance (Woven) ASTM D 1424-09	7.4.2	13 N (1326 gf) (2.92 lbf) Average force machine Average force cross-machine		5.4 lb. 6.0 lb.	Pass Pass

## ANSI/ISEA 107-2010 Background Material Testing Report

Page 3 of 5

Material Description: Style 700, 150d Polyester Oxford Fabric		Test Lab:		<b>TEXT</b> <sup>®</sup>	
Fabric <input checked="" type="checkbox"/> X _____ Non-Fabric _____ (check one)		Address:		Report # 1228785-3 P.O. Box 1108 Phenix City, AL 36869	
Lot #:		Contact Person:		Alan Lightholder	
Manufacturer: Global Sourcing		Date Tested:		6/18/2010	
Color: Fluorescent Yellow/Green					
TESTED AS CARE LABEL DICTATES					
Test/Method	Section	ANSI/ISEA 107 Requirement	Test Result		Pass/ Fail/ NA
Colorfastness Domestic/Commercial Laundry AATCC 61-2007-3A 160° F	7.2.3 Table 3	Color change 4.5 Staining 3.0	Acetate: Cotton: Nylon: Polyester: Acrylic: Wool:		NA NA NA NA NA NA
Colorfastness Domestic/Commercial Laundry AATCC 61-2007-2A 105° F (modified)	7.2.3 Table 3	Color change 4.5 Staining 3.0	Acetate: Cotton: Nylon: Polyester: Acrylic: Wool:	4.5 4.5 4.5 4.0 4.5 5.0 4.5	Pass Pass Pass Pass Pass Pass Pass
Colorfastness Water AATCC 107-2007	7.2.3 Table 3	Color change 3.0 Staining 3.0	Acetate: Cotton: Nylon: Polyester: Acrylic: Wool:	4.5 4.5 5.0 4.5 5.0 4.5	Pass Pass Pass Pass Pass Pass
Colorfastness Hypochlorite Bleaching (commercial) AATCC 61-2007-4A	7.2.3 Table 3	Fading 4.0			NA
Colorfastness Hypochlorite Bleaching (domestic) AATCC 61-2007-5A	7.2.3 Table 3	Fading 4.0		4.5	Pass
Colorfastness Hot-pressing AATCC 133-2004	7.2.3 Table 3	Color change 4.5 Staining 3.0		4.5 5.0	Pass Pass
Colorfastness Dry cleaning AATCC 132-2004	7.2.3 Table 3	Color change 4.0			NA

## ANSI/ISEA 107-2010 Background Material Testing Report

Page 4 of 5

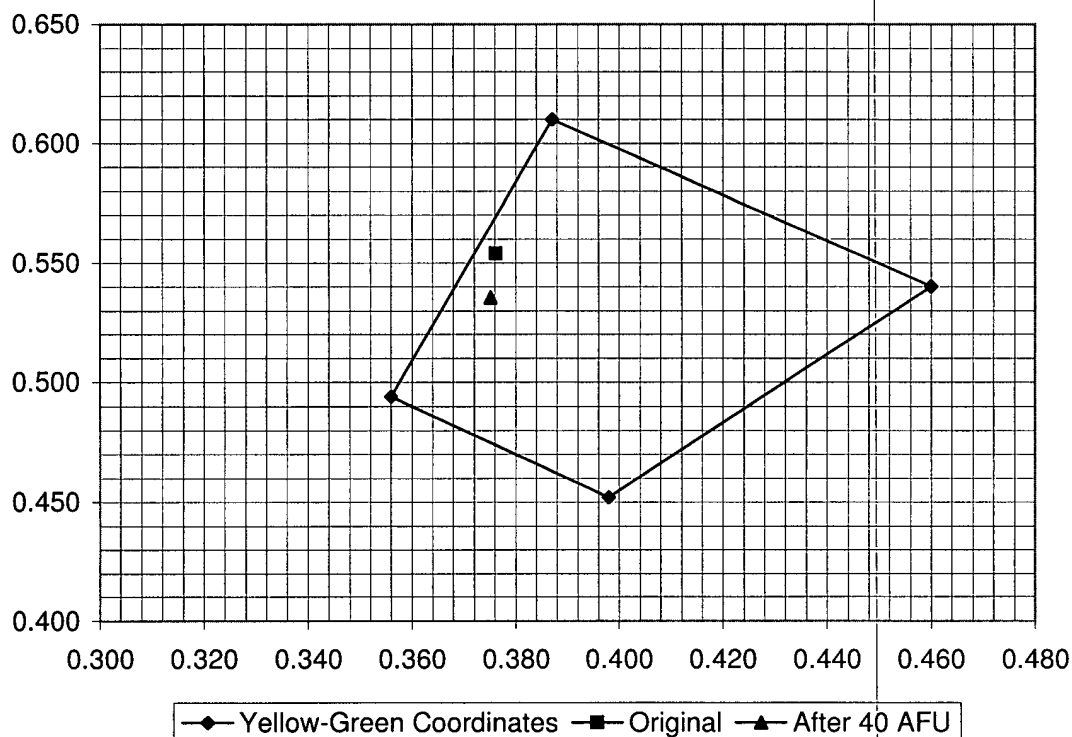
Material Description: Style 700, 150d Polyester Oxford Fabric		Test Lab:	<b>TEXTTEST®</b>		
Fabric <input checked="" type="checkbox"/> X <input type="checkbox"/> Non-Fabric <input type="checkbox"/> (check one)		Address:	Report # 1228785-3 P.O. Box 1108 Phenix City, AL 36869		
Lot #:		Contact Person:	Alan Lightholder		
Manufacturer: Global Sourcing		Date Tested:	6/18/2010		
Color: Fluorescent Yellow/Green					
TESTED AS CARE LABEL DICTATES (cont)					
Test/Method	Section	ANSI/ISEA 107 Requirement		Test Result	Pass/ Fail/ NA
Dimensional change Domestic AATCC 135-2000 (3) IIIA(iii) @105°F	7.3.1	Woven L +/- 4%      W +/- 2%	1st Cycle Length = Width =		NA NA
			5th Cycle Length = Width =	-0.1 -0.2	Pass Pass
	7.3.1	Knit L +/- 7%      W +/- 5%	1st Cycle Length = Width =		NA NA
			5th Cycle Length = Width =		NA NA
Dimensional change Commercial AATCC 96-2004 IIIc-A and/or E @ 145°F	7.3.1	Woven L +/- 4%      W +/- 2%	1st Cycle Length = Width =		NA NA
			5th Cycle Length = Width =		NA NA
	7.3.1	Knit L +/- 7%      W +/- 5%	1st Cycle Length = Width =		NA NA
			5th Cycle Length = Width =		NA NA
Dimensional change Dry Cleaning AATCC 158-2005	7.3.1	Woven L +/- 4%      W +/- 2%	1st Cycle Length = Width =		NA NA
			5th Cycle Length = Width =		NA NA
	7.3.1	Knit L +/- 7%      W +/- 5%	1st Cycle Length = Width =		NA NA
			5th Cycle Length = Width =		NA NA

# ANSI/ISEA 107-2010 Background Material Testing Report

Page 5 of 5

Material Description: Style 700, 150d Polyester Oxford Fabric		Test Lab:	<b>TEXT</b> <sup>®</sup>		
Fabric <input checked="" type="checkbox"/> X <input type="checkbox"/> Non-Fabric <input type="checkbox"/> (check one)		Address:	Report # 1228785-3 P.O. Box 1108 Phenix City, AL 36869		
Lot #:		Contact Person:	Alan Lightholder		
Manufacturer: Global Sourcing		Date Tested:	6/18/2010		
Color: Fluorescent Yellow/Green					
TESTED AS CARE LABEL DICTATES (cont)					
Test/Method	Section	ANSI/ISEA 107 Requirement		Test Result	Pass/ Fail/ NA
Water Repellency AATCC 22-2005	7.5.1	90 new 70 after 5 washings			NA NA
Water Resistance AATCC 35-2006	7.5.2	≤ 1 gram of water penetration Initial After 5 washings			NA NA
Waterproof AATCC 127-2008	7.5.3	200 cm new and after 5 washings Initial After 5 washings			NA NA
Breathability ASTM E96-05 Procedure B or BW	7.6	B - 600 g/m <sup>2</sup> /24 hr microporous BW - 3600 g/m <sup>2</sup> /24 hr hydrophilic			NA NA

CIE 1931 (x,y) Chromaticity Diagram





**Amendment No. 1**

To: ALL INTERESTED SUPPLIERS  
From: Sue Eberle, Financial Management Division, Procurement Office  
North Dakota Department of Transportation  
Date: February 17, 2012  
Re: ITB 345-00-12-050, Vest, Safety/Surveyor

---

The bid opening scheduled for February 22, 2012 is hereby cancelled.

The new bid opening date and time are:

**WEDNESDAY, MARCH 7, 2012; 2:00 P.M.**

The reason for the delay is a discrepancy in the Class 2 Level 2 requirements. We will correct this and issue the correct requirements for the vests in the near future.

Any questions regarding this amendment must be submitted in writing to the undersigned Procurement Officer.

**Sue Eberle, Procurement Officer**  
PHONE: 701-328-4466  
FAX: 701-328-0310  
E-MAIL: [mlangehaug@nd.gov](mailto:mlangehaug@nd.gov)

**Amendment No. 2**

To: ALL INTERESTED SUPPLIERS  
From: Sue Eberle, Financial Management Division, Procurement Office  
North Dakota Department of Transportation  
Date: March 5, 2012  
Re: ITB 345-00-12-050, Vest, Safety/Surveyor

---

The bid opening scheduled for March 7, 2012 is hereby cancelled.

Bids will be opened as follows:

**Tuesday, March 13, 2012, 2:00 p.m**

**Question 1:** Specification Item (2) REFLECTIVE VINYL TAPE on both the Safety Vest and Surveyor Vest, has 3M red-orange high gloss trim, Product No 7196 meeting ANSI 107-2010 Level 2 requirements does not exist. We would go to a Level 1 requirement which is very slight in the reflectivity performance between Level 1 and Level 2.

**Answer 1:** Reference Safety Vest Specification (2) page 7 of 15, Reflective Vinyl Tape and Surveyors Vest Specification (2) page 8 of 15, Reflective Vinyl Tape

The bid is hereby amended to include the following change in the both specifications.

**(2) REFLECTIVE VINYL TAPE:**


A 2" wide strip of reflective vinyl tape shall be sewn or RF welded securely to the vest. The reflective material shall be placed over the shoulder of each vest (in front and back) and extend to a strip of reflective material sewn 360° around the lower portion of the vest. The bottom of the 360° strip shall be at least 2" from the bottom of the vest. **The reflective material shall be 3M Scotchlite Reflective Material, Product No. 8925, Silver Fabric meeting the level 2 ANSI requirements.**

Vendors are instructed to acknowledge receipt of and compliance with this amendment by signing below and returning this acknowledgement with your bid or proposal.

Any questions regarding this amendment must be submitted in writing to the undersigned Procurement Officer.

**Sue Eberle**, Procurement Officer  
PHONE: 701-328-4465  
FAX: 701-328-0310  
E-MAIL: [seberle@nd.gov](mailto:seberle@nd.gov)

By my signature below, I hereby acknowledge receipt of and compliance with this amendment to the above referenced solicitation.

PRINTED NAME OF BIDDER OR OFFEROR <u>and</u> TITLE Lohmann & Rauscher, Inc.			
SIGNATURE 	Michael R. Hall, Pres.	DATE March 12, 2012	

**North Dakota Department of Transportation  
AMENDMENT TO CONTRACT NO. 50120157  
Project No.**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Lohmann and Rauscher, hereinafter known as the Contractor, whose address is 6001 Southwest Sixth Avenue, Suite 101, Topeka, Kansas 66615-1004.

WHEREAS, the parties entered into a contract on March 1, 2013; and

WHEREAS, the contract was competitively bid and awarded to the Contractor through February 28, 2013; and

WHEREAS, the Contractor has performed satisfactorily under the terms of the contract; and

WHEREAS, the Contractor has expressed a willingness to extend the terms of the above-referenced contract for an additional twelve (12) month period; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through February 28, 2014.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Gary Piel

NAME (TYPE OR PRINT)

*Gary Piel*

SIGNATURE

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

Lohmann & Rauscher, Inc.

COMPANY NAME

Michael R. Hall

OFFICER'S NAME (TYPE OR PRINT)

*Michael R. Hall*

SIGNATURE

President

TITLE

*January 30, 2013*

DATE

WITNESS:

LAUREEN M. MARTIN

NAME (TYPE OR PRINT)

*Laureen M. Martin*

SIGNATURE

NORTH DAKOTA DEPARTMENT  
OF TRANSPORTATION

Grant Levi

DIRECTOR (TYPE OR PRINT)

*by Dan E. Lefthand*

SIGNATURE

*2/5/13*

DATE

APPROVED as to substance by:

*Brad Parr*

DIVISION DIRECTOR (TYPE OR PRINT)

*Brad Parr*

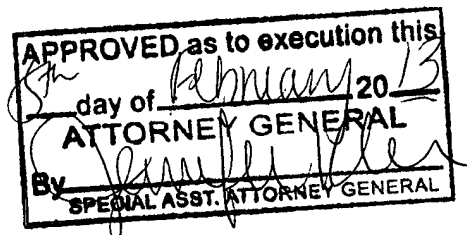
SIGNATURE

*2-5-13*

DATE

CLA 52494 (Div. 06)

L.D. Approved 5-19-00; 5-03



**North Dakota Department of Transportation  
AMENDMENT TO CONTRACT NO. 50120157  
Project No.**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Lohmann and Rauscher, hereinafter known as the Contractor, whose address is 6001 Southwest Sixth Avenue, Suite 101, Topeka, Kansas 66615-1004.

WHEREAS, the parties entered into a contract on March 1, 2012; and

WHEREAS, the contract was competitively bid and awarded to the Contractor and has been extended one time through February 28, 2014; and

WHEREAS, the Contractor has performed satisfactorily under the terms of the contract; and

WHEREAS, the Contractor has expressed a willingness to extend the terms of the above-referenced contract for an additional (12) month period; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through February 28, 2015.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Gary Piel  
NAME (TYPE OR PRINT)  
Gary Piel  
SIGNATURE

To be signed by Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

Lohmann & Rauscher, Inc.  
COMPANY NAME

Kelly L. George  
OFFICER'S NAME (TYPE OR PRINT)

Kelly L. George  
SIGNATURE

Assistant Secretary & Assistant Treasurer  
TITLE

1-20-2014  
DATE

NORTH DAKOTA DEPARTMENT  
OF TRANSPORTATION

Grant Levi  
DIRECTOR (TYPE OR PRINT)

Grant Levi  
SIGNATURE

2/3/14  
DATE

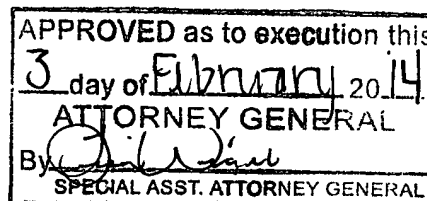
APPROVED as to substance by:

Bred Darr  
DIVISION DIRECTOR (TYPE OR PRINT)

Bred Darr  
SIGNATURE

1-29-14  
DATE

CLA 52494 (Div. 06)  
L.D. Approved 5-19-00; 5-03



**CONSENT OF DIRECTORS OF  
LOHMANN & RAUSCHER, INC.  
TO ACTION WITHOUT MEETING**

The undersigned being all of the directors of Lohmann & Rauscher, Inc., a Kansas corporation (the "Corporation"), does hereby adopt the following resolution by signing their written consent thereto:

**Election of Chairman**

RESOLVED, that Wolfgang Suessle be, and he hereby is, elected as the Chairman of the Board of Directors of the Corporation to serve as such until his successors shall have been duly appointed and qualified.

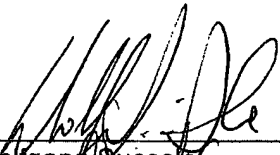
**Appointment of Officers**

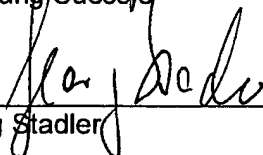
RESOLVED, that the following individuals be, and they hereby are, appointed as officers of the Corporation to serve as such until their successors shall have been duly appointed and qualified:

Michael R. Hall  
Dr. Wolfgang Stahl  
Kelly George

President  
Secretary and Treasurer  
Assistant Secretary and Assistant Treasurer

This the 3rd day of February 2011.

  
\_\_\_\_\_  
Wolfgang Suessle

  
\_\_\_\_\_  
Georg Stadler

  
\_\_\_\_\_  
Siegbert Hummel