

North Dakota Department of Transportation

**INVITATION TO BID**

Bid Number: 345-79-24-050	Bid Opening Date & Time: 04/29/2024 02:00 PM
Items: VESTS, SAFETY AND SURVEYOR	Buyer: CHERI JOHNSON
Bid Mailing Address: 608 E. BLVD. AVE.	Telephone Number: 701-328-4465
City, State, Zip: BISMARCK, ND 58505	Email: cherijohnson@nd.gov
Contract Period: 05/01/2024 TO 04/30/2025	Date Prepared: 04/15/2024

**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 (NDDOT) 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	Vendor Address
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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 Appendices A and E of the Title VI Assurances, 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		
Mailing Address		
Telephone Number	Fax Number	E-mail Address

\_\_\_\_\_  
Name & Title (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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	Date	
Recommended for approval	Date	Approximate contract amount \$



## 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 –	<b>345-79-24-050</b>
BID OPENING DATE/TIME –	<b>4/29/2024 2:00 PM</b>
N. D. DEPT. OF TRANSPORTATION	
PROCUREMENT SECTION	
608 E BOULEVARD AVE	
BISMARCK ND 58505-0700	

## BIDDERS INSTRUCTIONS

1. **Additional Terms and Conditions.** Additional terms and conditions submitted with a bid response are of no effect unless accepted in writing by the Purchasing Agency. Bid Responses with additional terms and conditions may be rejected as non-responsive. ([N.D.A.C. § 4-12-11-06](#))
2. **Assistance to Bidders with a Disability.** Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or [civilrights@nd.gov](mailto:civilrights@nd.gov) or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: <http://www.dot.nd.gov/forms/sfn60135.pdf>
3. **Award.** Award will be made to the responsible bidder with the lowest priced Bid Response that is responsive to the specifications and all other requirements stated herein. Award will be made as follows
  - Split award per item.
4. **Award – Tie Bid Preference.** If a tie occurs between two or more bidders with equal bid prices or offerors with identical evaluation scores:
  - Preference must be given to a resident North Dakota bidder, seller, vendor, offeror, or contractor as defined in N.D.C.C § 44-08-02.
  - If a tie still remains, award shall be made in accordance with [N.D.A.C. § 4-12-11-05](#).
5. **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.
6. **Bid Held Firm.** Bids are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.
7. **Bid Opening.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation. Interested parties are invited to attend the bid opening.
8. **Bid Summary.** Interested parties may contact the Procurement Officer to obtain a summary of all bid responses received and the award. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from: <https://apps.nd.gov/csd/spo/services/bidder/main.htm>.
9. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
  - Review all instructions, terms and conditions, and specifications to ensure your bid response complies?
  - Prepare your price in the specified unit of measure, F.O.B. Destination, Freight Prepaid to the delivery location listed in the bid document?
  - Indicate whether you can meet the delivery date indicated in the bid document?
  - Sign your bid response on the cover sheet?
  - Initial all changes and corrections?

- Submit any required samples or enclosures, if applicable?
- Mark the envelope as indicated above?
- Review and complete all requirements contained in this solicitation to ensure compliance.
- If using a delivery service, check tracking to ensure the Bid Response will be delivered on time. Contact the Procurement Officer as soon as possible in the event of delays due to weather, etc.

10. **Bidders List.** Individuals or business entities desiring to be notified of bidding opportunities may apply to be placed on the Bidders List (N.D.C.C. § 54-44.4-09) Bidders Lists are used to notify vendors when solicitations are issued on the State Procurement Office Online system (SPO Online). Placement on the Bidders List does not guarantee a vendor will receive notice of every solicitation (N.D.A.C. § 4-12-05-01). There are no fees to register as a bidder. The online application form requests contact information for the receipt of solicitation notices. The Bidders List application and SPO Online system use commodity codes to identify categories of goods, services, and information technology.

The commodity codes used for this solicitation are: **345-79**.

Visit the OMB website for instructions and the online Bidders List Application: <https://www.omb.nd.gov/doing-business-state/procurement/suspended-and-debarred-bidders>.

11. **Clarifications, Bid Changes and Questions Deadline.** Bidders should carefully review this bid document including all attachments. 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 April 22, 2024**. (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

Email is the preferred method of submission with the Bid number and title cited in the email subject line. Responses to questions will be distributed as a solicitation amendment unless the question can be answered by referring the bidder to a specific section of the bid.

A person or firm interested in submitting a proposal should ensure all communications related to the procurement are only with the designated point of contact. This section does not restrict communication with state officials or any member of the legislative assembly unless the state official or member of the legislative assembly is involved directly with the procurement for which the person is interested or has submitted a bid or proposal (N.D.C.C. § 54-44.4-01.1).

12. **Changes/Corrections.** Bidders must initial any changes or corrections to the Bid Response, such as erasures and crossed out/rewritten prices. The Procurement Officer may confirm the Bid Response when changes are not initialed.

13. **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.
- Commodities – all property, including equipment, supplies, materials, printing, insurance, and the lease of equipment.
- 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.
- N.D.A.C. – North Dakota Administrative Code, rules with the force and effect of law.
- N.D.C.C. – North Dakota Century Code, state laws.
- Procurement Officer – an individual duly authorized to enter into and administer purchasing contracts and make written determinations with respect thereto, also includes an authorized representative acting within the limits of designated purchasing authority.
- Purchasing Agency (STATE) – the entity on which the purchase is being made on behalf of.
- Services – the furnishing of labor, time, or effort by a Contractor, not involving the delivery of a specific end product other than reports that are merely incidental to the required performance.
- Solicitation – a document to notify prospective bidders of a bidding opportunity.

- SPO – State Procurement Office, a division of the Office of Management and Budget.
- SPO Online – a procurement information website maintained by OMB State Procurement Office pursuant to [N.D.C.C. § 54-44.4-14](#).

14. **Email & Facsimile Bids.**

**Bid responses may be emailed directly to the procurement officer by the bid opening date and time to [cherijohnson@nd.gov](mailto:cherijohnson@nd.gov).**

Indicate the Bid number and title in the subject line. Bidders are encouraged to begin the process well in advance and to allow for sufficient time for transmission to meet the Bid Response deadline. The bid must be received by the Procurement Officer by the Bid Response deadline. Bidders may contact the Procurement Officer to confirm receipt.

Email messages over 50 MB in size are rejected. A Bidder may split the response through multiple emails as needed and indicate the total number of messages intended (e.g., 1 of 3, 2 of 3, and 3 of 3). In addition, be aware that Bidder's internet service provider may limit the size of attachments to outgoing emails. The State takes no responsibility for electronic submissions that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software. Encrypted documents or links to documents on an external server are not allowed without prior written approval from the State. DO NOT submit documents that are embedded (zip files), movies, wmp, encrypted, or mp3 files.

**Submit in Person, by Mail or Delivery Service**

Bidders may submit Bid Response in a sealed envelope or package to the following address. Bidders may email Bid Responses to a third party to place in a sealed envelope and deliver by the Bid Response deadline. Contact the Procurement Officer to confirm receipt.

Bid #: **345-79-24-050**  
 Bid Title: **VESTS, SAFETY AND SURVEYOR**  
 ATTN: **CHERI JOHNSON**  
 N.D. DEPT. OF TRANSPORTATION  
 FINANCIAL MANAGEMENT, PROCUREMENT  
 608 EAST BOULEVARD AVENUE  
 BISMARCK, ND 58505-0700

The State assumes no responsibility for delays caused by any delivery service. Postmarking by the Bid Response deadline shall not substitute for actual Bid Response receipt by the State. The State's time of receipt will be used to determine timely receipt.

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). Title will pass to Purchasing Agency upon delivery to the specified destination. The contractor will file any claims.
16. **Indemnification.** Bidders must review the attached Risk Management Appendix for indemnification and insurance requirements. The indemnification and insurance provisions are incorporated and made part of this solicitation and the resultant final contract. Objections to any of the provisions of the indemnification and insurance requirements must be made in writing to the attention of the Procurement Officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the Purchasing Agency or Entity in consultation with the North Dakota Risk Management Division. Upon receipt of the Notice of Award, the successful bidder must obtain the required insurance coverage and provide the Procurement Officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the Purchasing Agency or Entity, in consultation with the North Dakota Risk Management Division. A bidder's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract. Failure of the contractor to keep the required insurance in effect during the term of the contract is grounds for termination of the contract
17. **Late Bids.** Bid Response responses must be received by the Procurement Officer by the Bid Response deadline. Late Bid Responses will be rejected, regardless of the degree of lateness, unless the delay is due to the error of the Procurement Officer and discovered before the selection of the successful Bidder. ([N.D.A.C. § 4-12-08-13](#))

18. **Minor Informalities.** The State reserves the right to waive minor informalities in bid responses in accordance with N.D.A.C. 4-12-10. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other bidders.
19. **Mistakes.** The Procurement Officer may confirm the Bid Response in the event of apparent errors, such as an unreasonably priced Bid Response. Mistakes will be handled in accordance with N.D.A.C. ch. 4-12-10.
20. **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.
21. **New Equipment and Materials.** Unless otherwise indicated in the detailed specifications of this solicitation, all equipment and materials shall be new and under current production for use in the United States. All equipment and assemblies of equipment will be in full compliance with all current applicable standards established by federal, state, and local governments. The equipment must be listed and labeled by a nationally recognized testing laboratory (NRTL) or certified by field evaluation and labeled by a NRTL. All costs associated with required listings will be included in the bid price. Each piece of equipment or assembly of equipment offered in the response to this bid will be either listed and labeled or certified and labeled prior to shipment by the successful bidder.
22. **Open Records Requests.** Bid responses are exempt records until the date and time of the bid opening. After the bid opening, all bid responses are subject to North Dakota open records laws. Interested parties may contact the Procurement Officer to request information related to this solicitation.
23. **Packaging.** All packaging must be strong and secure in accordance with accepted commercial practices.
24. **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.
25. **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.
26. **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.

27. **Protests.** Protests of the solicitation must be received by the Procurement Officer within seven days before the bid closing deadline. Protests of the award or Notice of Intent to Award must be received by the Procurement Officer within seven days after receiving notice of award. Seven calendar days after award or issuance of the Notice of Intent to Award it will be assumed that all interested parties knew or should have known all the facts surrounding the award. Protests must be made in writing to the Procurement Officer and include the basis for the protest. ([N.D.C.C. § 54-44.4-12](#); [N.D.A.C. § 4-12-14.](#))
28. **Rejection.** The State reserves the right to reject any and all bid responses in whole or in part. The Procurement Officer will send a rejection notice, including the reason for rejection. Bid responses may be rejected if:
  - The bid response is not legible.
  - The bid response is not responsive to the specifications or other requirements of the solicitation.
  - The bid response is received after the time and date specified.
  - The bidder fails to comply with Bidders List Application requirements by the stated deadline.
  - The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).

If all bids are rejected, the Procurement Officer will send written notice to bidders, including the reason all bids were rejected.

29. **Signature.** 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). The lack of a signature may be waived as a minor informality, provided a signed Bid Response is submitted by the deadline established by the Procurement Officer. ([N.D.A.C. ch. 4-12-10](#))
30. **Specifications, Brand Name or Equivalent.** Unless otherwise indicated in the detailed specifications of this solicitation, the use of a specific brand name or make/model is for illustrative purposes only, and the State will consider equivalent products. If a commodity or service put forth by a bidder is rejected as not being equivalent, the Procurement Officer will notify the bidder of the rejection.
31. **Specifications, Compliance.** All Bid Responses must comply with the stated specifications, and the successful Bidder will be held responsible. Bidders who desire to submit commodities or services that deviate from these specifications or have any objections to the stated specifications must contact the Procurement Officer by the deadline for questions or at least seven days before the Bid Response closing deadline, so the Procurement Officer can determine whether the specifications need to be amended.
32. **Specifications Prepared by Non-State Personnel.** When a purchasing agency has specifications prepared by someone other than a state employee or official on behalf of the state, that person or business entity must be excluded from submitting bids or proposals in accordance with [N.D.A.C. § 4-12-06-06](#).
33. **Supplier Registration (Payee).** The successful bidder will be required to complete Supplier Registration, if not already registered as a Supplier. Any individual or business who will be receiving payment from a state agency or higher education institution must complete a registration process to collect important financial and taxpayer information. Payments are generally made by check or automatic clearing house (ACH), and taxpayer information must be collected in compliance with IRS requirements.
34. **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 45-70-0010K. The Purchasing Agency will furnish a tax-exempt certificate upon request.
35. **Bidders List and Secretary of State Registration Requirements.** Bidders not having completed the Bidders List registration may request to receive notices related to this bid by contacting the Procurement Officer in writing with the following information: bid title, business name, contact person, mailing address, telephone number, and email address.

Bidders must comply with requirements related for OMB Bidders List application and Secretary of State registration [N.D.C.C. § 54-44.4-09]. Bidders Lists are used to notify vendors when solicitations are issued on the State Procurement Office Online system (SPO Online).

Bidders List and Secretary of State Information

1. Secretary of State Registration and Online Bidder Registration instructions are available online at [Bidder Registration | Office of Management and Budget, North Dakota](#).
2. Offeror should check the [Bidders List](#) to determine if Offeror is already registered.
3. An Offeror that needs to complete the registration process shall:
  - a. Register with the Secretary of State (fees apply) and obtain a "System ID" number.
  - b. Complete the On-line Bidder Registration [Bidders List Registration and Maintenance | Office of Management and Budget North Dakota](#) including selecting [commodity codes](#). Notices related to this bid will be sent to the Bidders List for the needed commodity or service and other known potential Offerors.
4. The successful Offeror may be required to register as a new supplier to receive payment from the State. New vendors (suppliers and individuals) looking to receive payment from the State should use the online [Supplier Registration](#).

5. **Withdrawal or changes to a bid response prior to the bid opening date and time.** Before the Bid Response deadline, the bidder's authorized representative may withdraw or change a Bid Response by making a written request to the Procurement Officer.
6. **Withdrawals or changes after the bid opening date and time.** After the bid opening, no changes may be made to the bid response, except as provided in [N.D.A.C. ch. 4-12-10](#).. The bidder's authorized representative may make a written request to withdraw the bid response.

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

1. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
2. **Alternative Dispute Resolution – Jury Trial.** By entering into this contract, State does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The parties may enforce the rights and remedies in judicial proceedings. State does not waive any right to a jury trial.
3. **Applicable Law and Venue.** This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.
4. **Attorney Fees.** In the event a lawsuit is instituted by State to obtain performance due under this contract, and State is the prevailing party, contractor shall, except when prohibited by N.D.C.C. § 28-26-04, pay State's reasonable attorney fees and costs in connection with the lawsuit.
5. **Billing and Payment Procedures.** Purchase orders will be issued by NDDOT Districts or Procurement to the awarded contractor.

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.

6. **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 may be made by execution of a contract, purchase order, or order using a state purchasing card. 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.
7. **Compliance with Public Records Laws.** Contractor Under the North Dakota public records law and subject to the Confidentiality clause of this contract, certain records may be open to the public upon request. Public records may include: (a) records State receives from contractor under this contract, (b) records obtained by either Party under this contract, and (c) records generated by either party under this contract. Contractor agrees to contact State immediately upon receiving a request for information under the public records law and to comply with State's instructions on how to respond to such request.

8. **Confidentiality.** Contractor shall not use or disclose any information it receives from State under this contract that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by State. State shall not disclose any information it receives from contractor that contractor has previously identified as confidential and that State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, [N.D.C.C. ch. 44-04](#). The duty of State and contractor to maintain confidentiality of information under this section continues beyond the term of this contract.
9. **Nondiscrimination and Compliance with Laws.** The contractor agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women. The contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, 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.

The contractor is prohibited from boycotting Israel for the duration of this contract. (See N.D.C.C. § 54-44.4-15.) The contractor represents that it does not and will not engage in a boycotting Israel during the term of this contract. If the State receives evidence that the contractor boycotts Israel, the State shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if the contractor has fewer than ten full-time employees.

The contractor's failure to comply with this section may be deemed a material breach by the contractor entitling the State to terminate in accordance with the Termination for Cause section of this contract.

10. **Contract Amendments, Unanticipated Amendment.** 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 contractor may request changes, such as substitutions of a product, by submitting a written request to the Procurement Officer. Unanticipated amendments must be within the scope of the original contract, authorized by the terms of the contract due to legitimate, unforeseen circumstances. ([N.D.A.C. ch. 4-12-13](#))
11. **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.

12. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning May 1, 2024, and ending April 30, 2025** 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.



13. **Contract Termination.**

- a. **Termination by Mutual Agreement.** This contract may be terminated by mutual consent of both parties, executed in writing.
- b. **Early Termination in the Public Interest.** The State is entering into the contract for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly, Agencies and Courts. If this contract ceases to further the public policy of the State of North Dakota, State, in its sole discretion, by written notice to the contractor, may terminate this contract in whole or in part.
- c. **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 this subsection, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- d. **Termination for Cause.** The State by written notice 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.
- e. **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.

The rights and remedies of State provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

14. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and the offered commodities or services, including but not limited to the firm, personnel, qualifications, and the commodities and services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder. All material and workmanship are subject to inspection and testing by the State at the point of manufacturer, place of storage, or upon receipt. The State reserves the right to reject any commodities or services and terminate the contract if the contractor fails to comply with the specifications, terms and conditions, or the seller's express or implied warranties. Rejected commodities will be removed at the contractor's expense. Failure to satisfactorily perform may result in suspension or debarment from the Bidders List.

If commodities or services are rejected as being not compliant with the requirements of this solicitation, the State will inform the contractor in writing. The Purchasing Agency may provide the contractor with a reasonable opportunity to cure, whenever practicable, as set forth in writing by the Purchasing Agency.

15. **Effectiveness of Contract.** This Contract is not effective until fully executed by both parties. If no start date is specified in the Term of Contract, the most recent date of the signatures of the parties shall be deemed the Effective Date.
16. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, terrorism, acts of God, or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.
17. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency either at the point of manufacturer, place of storage, or upon receipt.
18. **Merger and Modification, Conflict in Documents.** This contract, including the following documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both parties. Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the documents must control in this order of precedence:
- a. The terms of this contract as may be amended;
  - b. State's Solicitation Amendments related to this Invitation for Bid;
  - c. State's Invitation for Bid;
  - d. Contractor's Bid Response submitted in response to this Invitation for Bid.
  - e. All automated end-user agreements (e.g., click-through, shrink-wrap, or browse-wrap) are specifically excluded and null and void. Clicking shall not represent acknowledgement or agreement to any terms or conditions contained in those agreements.
  - f. Terms and conditions contained within any documents furnished by the contractor, including packing slips, shall not supersede the terms and conditions of this contract.
19. **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.
20. **Responsibility of the Bidder.** The Procurement Officer, at any time, may make a supplementary investigation as to the responsibility of any bidder, even though the bidder may be on the Bidders List. If a bidder is determined to be not responsible, that bid response will be rejected even if it is the lowest bid response received, and the bidder may be debarred or suspended from the bidders list. (N.D.A.C. § 4-12-11-04)
21. **Responsiveness of the Bid Response.** Any bid response that does not meet the requirements of the solicitation, other than mistakes determined to be minor informalities, will be rejected.
22. **Severability.** If any term of this Contract is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Contract did not contain that term.
23. **State Audit.** All records, regardless of physical form, and the accounting practices and procedures of the contractor relevant to this contract are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. Contractor shall maintain all of these records for at least three (3) years following completion of this contract and be able to provide them upon reasonable notice. State, State Auditor, or Auditor's designee shall provide reasonable notice to the contractor prior to conducting examination.
24. **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. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the State.

25. **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.
26. **Works for Hire.** Contractor acknowledges that all work(s) under this contract is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to State all rights and interests the contractor may have in the work(s) it prepares under this contract, including any right to derivative use of the work(s). All software and related materials developed by the contractor in performance of this contract for the State shall be the sole property of the State, and the contractor hereby assigns and transfers all its right, title, and interest therein to State. Contractor shall execute all necessary documents to enable State to protect State's intellectual property rights under this section.
27. **Work Product.** All work product, equipment or materials created for State or purchased by State under this contract belong to the State and must be immediately delivered to the State at State's request upon termination of this Contract.
28. **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: \_\_\_\_\_  
(Name of person servicing this contract)

BUSINESS NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
SPECIFICATIONS  
FOR GROUP 01  
STANDARD SAFETY VEST  
(NDDOT Approval will be Required)**

**Bidder's Instructions:** Indicate compliance to the specifications on the "COMPLY YES/NO" line by each specification. Indicate any deviations from the specifications whether the minimum specifications are met or not on the "SPECIFICATION REMARKS" line. Failure to comply with bid specifications may result in rejection of the bid.

This specification is intended to describe a Class 3 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 shall be current production of the latest model.

	COMPLY YES	NO	SPECIFICATIONS REMARKS
<b>1. VEST MATERIAL</b>			
a. The safety vest shall be constructed from safety (Hi-Vis) lime-yellow ANSI compliant breathable mesh fabric.	_____	_____	_____
b. The mesh fabric shall have a minimum weight of 3oz/yd <sup>2</sup> .	_____	_____	_____
<b>2. REFLECTIVE/HIGH VISIBILITY MATERIAL</b>			
a. Two-tone silver/orange strips for day and night visibility. The two-tone strip shall consist of 2" wide reflective silver fabric with 1" wide orange grosgrain material on each side of the reflective silver fabric. The reflective material shall be 3M Scotchlite Reflective Material, Product No. 8925 or equivalent, silver fabric. All reflective material must meet Type R ANSI requirements. <b>NO EXCEPTIONS</b>	_____	_____	_____
(i) A 2" wide strip of reflective silver fabric shall be sewn or RF welded securely to a 4" wide strip of orange grosgrain material to create the two-tone strip then sewn or RF welded securely to the vest.	_____	_____	_____
(ii) A strip shall be placed over each shoulder of the vest (in front and back) and extend to a strip sewn 360° around the lower portion of the vest.	_____	_____	_____
(iii) The bottom of the 360° strip shall be at least 2" above the bottom of the vest.	_____	_____	_____
(iv) The amount of reflective material on the vest shall be adequate to meet <b><u>Class 3 Type R requirements.</u></b>	_____	_____	_____

	COMPLY		SPECIFICATIONS REMARKS
	YES	NO	
<b>3. BINDING</b>			
a. All edges shall be bound and sewn with a single stitched durable cloth binding yellow, orange or black in color. It is preferred the binding be the same color as the background material and the stitching be the same color as the material being sewn.	_____	_____	_____
a. 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.	_____	_____	_____
b. 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.	_____	_____	_____
<b>4. CONSTRUCTION</b>			
a. The safety vest shall be V-neck style and shall be made from three (3) single pieces of polyester mesh fabric consisting of two (2) front panels and a single back panel.	_____	_____	_____
b. A minimum 16" nonconductive zipper that is yellow, orange, or black in color shall be sewn vertical on the front center of the vest for front closure. It is preferred the zipper color be the same color as the background material.	_____	_____	_____
c. The vest shall be available in the following sizes Small - 4X large. Big and Tall sizes, up to 6X and longer in the body, are also desired.	_____	_____	_____
<b>5. WORKMANSHIP</b>			
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 that would make the vest unsuitable for its intended use.	_____	_____	_____
<b>6. WARRANTY</b>			
a. One-year full warranty – Manufacturer's standard warranty shall apply if it is for a longer period.	_____	_____	_____
<b>7. SAMPLE PROVIDED</b>			
a. <b><u>Suppliers must submit a sample vest along with this response.</u></b> Unless otherwise indicated by the bidder it will be assumed that specifications will be met in all respects. <b>Bids that do not have samples may be considered non-responsive.</b>	_____	_____	_____
b. <b><u>If supplier would like the sample vest returned, please include a PREPAID SELF-ADDRESSED SHIPPING LABEL.</u></b> The non-awarded vests will be returned after the completion of the bid process if requested by bidder. If not requested the sample will become the property of the State.	_____	_____	_____

8. SAFETY STANDARDS	COMPLY		SPECIFICATIONS REMARKS
	YES	NO	
a. The safety vest shall meet the requirements of <u>Class 3 Type R ANSI/ISEA 107-2020</u> including all color, performance, and care label requirements.	_____	_____	_____
b. <u>THE SUPPLIER SHALL FURNISH CERTIFICATIONS FOR THE BACKGROUND MATERIAL and REFLECTIVE MATERIAL</u>	_____	_____	_____

The award will be based on specification compliance, and low bid to furnish and deliver the safety vests to all DOT district locations. (See attached listing)

**Warranty:**

Manufacturer’s standard one-year full warranty. If manufacturer’s standard warranty is for a longer period, it shall apply.

Vendors are informed that the quantities that will be ordered are unknown, however, over the last three year contract, there were an average of 300 vests purchased per year for all three contracts (Group 1, Group 2 and Group 3 combined.)

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
SPECIFICATIONS  
FOR GROUP 02  
SURVEYOR SAFETY VEST  
(NDDOT Approval will be Required)**

**Bidder's Instructions:** Indicate compliance to the specifications on the "COMPLY YES/NO" line by each specification. Indicate any deviations from the specifications whether the minimum specifications are met or not on the "SPECIFICATION REMARKS" line. Failure to comply with bid specifications may result in rejection of the bid.

This specification is intended to describe a Class 3 reflective safety vest for use by surveyors of the North Dakota Department of Transportation (NDDOT). The surveyor safety vest must be constructed of durable material and meet the minimum requirements of this specification. The surveyor safety vest shall be current production of the latest model.

	COMPLY YES	NO	SPECIFICATIONS REMARKS
<b>1. VEST MATERIAL</b>			
a. The material on the front of the surveyor safety vest shall be safety (Hi-Vis) lime-yellow ANSI compliant cloth fabric. The fabric shall have a minimum weight of 5.5oz/yd <sup>2</sup> , 100% solid woven polyester cloth fabric.	_____	_____	_____
b. The material on the backside of the surveyor safety vest shall be safety (Hi-Vis) lime-yellow ANSI compliant breathable mesh fabric. The mesh fabric shall have a minimum weight of 3oz/yd <sup>2</sup> .	_____	_____	_____
<b>2. REFLECTIVE/HIGH VISIBILITY MATERIAL</b>			
a. Two-tone silver/orange strips for day and night visibility. The two-tone strip shall consist of 2" wide reflective silver fabric with 1" wide orange grosgrain material on each side of the reflective silver fabric. The reflective material shall be 3M Scotchlite Reflective Material, Product No. 8925 or equivalent, silver fabric. All reflective material must meet Type R ANSI requirements. <b>NO EXCEPTIONS</b>	_____	_____	_____
(i) A 2" wide strip of reflective silver fabric shall be sewn or RF welded securely to a 4" wide strip of orange grosgrain material to create the two-tone strip then sewn or RF welded securely to the vest.	_____	_____	_____
(ii) A strip shall be placed over each shoulder of the vest (in front and back) and a strip 360° around the lower portion of the vest.	_____	_____	_____
(iii) The bottom of the 360° strip shall be at least 2" above the bottom of the vest.	_____	_____	_____
(iv) The amount of reflective material on the vest shall be adequate to meet <b><u>Class 3 Type R requirements</u></b> .	_____	_____	_____

3. BINDING	COMPLY		SPECIFICATIONS
	YES	NO	REMARKS
a. All edges shall be bound and sewn with a single stitched durable cloth binding yellow, orange or black in color. It is preferred the binding be the same color as the background material and the stitching be the same color as the material being sewn.	_____	_____	_____
b. 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.	_____	_____	_____
c. 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.	_____	_____	_____
<b>4. CONSTRUCTION</b>			
a. The surveyor safety vest shall be V-neck style and shall be made from two (2) single pieces of polyester cloth fabric for the front panels and a single piece of mesh fabric for the back panel.	_____	_____	_____
b. A minimum 16" nonconductive zipper that is yellow, orange, or black in color shall be sewn vertical on the front center of the vest for front closure. It is preferred the zipper color be the same color as the background material.	_____	_____	_____
c. The vest shall be available in the following sizes Small - 4X large. Big and Tall sizes, up to 6X and longer in the body, are also desired.	_____	_____	_____
d. The front of the vest shall have four pockets on the outside and two on the inside. The right chest pocket and the lower hip pockets shall have an upper flap to close the pocket with a snap or Velcro closure. The material used to create the pockets and closure flaps shall be the same as the background material.	_____	_____	_____
(i) The right chest pocket on the outside shall be at least 3 1/2" wide and 5" deep.	_____	_____	_____
(ii) The left chest pocket shall be at least 5 1/2" wide and 4 1/2" deep and be divided and sewn into four evenly spaced vertical slots able to fit pencils and markers.	_____	_____	_____
(iii) The lower pockets shall be at least 7" wide and 7 1/2" deep and have a full facing upper flap to close the pocket with a snap or Velcro closure.	_____	_____	_____
(iv) The two front inside pockets shall be 8 1/2" wide and 10 1/2" deep. A snap or Velcro closure is preferred. The bottom edge of the pocket shall be near the bottom edge of the vest.	_____	_____	_____



	COMPLY		SPECIFICATIONS
	YES	NO	REMARKS
<b>5. WORKMANSHIP</b>			
a. The workmanship of the surveyor 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 that would make the vest unsuitable for its intended use.	_____	_____	_____
<b>6. WARRANTY</b>			
a. One year full warranty – Manufacturer’s standard warranty shall apply if it is for a longer period.	_____	_____	_____
<b>7. SAMPLE PROVIDED</b>			
a. <b><u>Suppliers must submit a sample vest along with this response</u></b> . Unless otherwise indicated by the bidder it will be assumed that specifications will be met in all respects. <b>Bids that do not have samples may be considered non-responsive.</b>	_____	_____	_____
b. <u>If supplier would like the sample vest returned, please include a PREPAID SELF-ADDRESSED SHIPPING LABEL.</u> The non-awarded vests will be returned after the completion of the bid process if requested by bidder. If not requested the sample will become the property of the State.	_____	_____	_____
<b>8. SAFETY STANDARDS</b>			
a. The surveyor safety vest shall meet the requirements of <b><u>Class 3 Type R ANSI/ISEA 107-2020</u></b> including all color, performance, and care label requirements.	_____	_____	_____
b. <b><u>THE SUPPLIER SHALL FURNISH CERTIFICATIONS FOR THE BACKGROUND MATERIAL and REFLECTIVE MATERIAL</u></b>	_____	_____	_____

The award will be based on specification compliance, and low bid to furnish and deliver the surveyor vests to all DOT district locations. (See attached listing)

**Warranty:**

Manufacturer’s standard one-year full warranty. If manufacturer’s standard warranty is for a longer period, it shall apply.

Vendors are informed that the quantities that will be ordered are unknown, however, over the last three year contract, there were an average of 300 vests purchased per year for all three contracts (Group 1, Group 2 and Group 3 combined.)

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
SPECIFICATIONS  
FOR GROUP 03  
ALL MESH SURVEYOR SAFETY VEST  
(NDDOT Approval will be Required)**

**Bidder's Instructions:** Indicate compliance to the specifications on the "COMPLY YES/NO" line by each specification. Indicate any deviations from the specifications whether the minimum specifications are met or not on the "SPECIFICATION DEVIATIONS" line. Failure to comply with bid specifications may result in rejection of the bid.

This specification is intended to describe a Class 3 reflective safety vest for use by surveyors of the North Dakota Department of Transportation (NDDOT). The surveyor safety vest must be constructed of durable material and meet the minimum requirements of this specification. The surveyor safety vest shall be current production of the latest model.

	COMPLY		SPECIFICATIONS REMARKS
	YES	NO	
<b>1. VEST MATERIAL</b>			
a. The material on the front of the surveyor safety vest shall be a Fluorescent Lime-Yellow ANSI compliant breathable mesh fabric. The fabric shall have a minimum weight of 3 oz. per square yard.	_____	_____	_____
b. The material on the backside of the surveyor 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.	_____	_____	_____
<b>2. REFLECTIVE/HIGH VISIBILITY MATERIAL</b>			
a. Two-tone silver/orange strips for day and night visibility. The two-tone strip shall consist of 2" wide reflective silver fabric with 1" wide orange grosgrain material on each side of the reflective silver fabric. The reflective material shall be 3M Scotchlite Reflective Material, Product No. 8925 or equivalent, silver fabric. All reflective material must meet Type R ANSI requirements. <b>NO EXCEPTIONS</b>	_____	_____	_____
(i) A 2" wide strip of reflective silver fabric shall be sewn, or RF welded securely to a 4" wide strip of orange grosgrain material to create the two-tone strip then sewn or RF welded securely to the vest.	_____	_____	_____
(ii) A strip shall be placed over each shoulder of the vest (in front and back) and a strip 360° around the lower portion of the vest.	_____	_____	_____
(iii) The bottom of the 360° strip shall be at least 2" above the bottom of the vest.	_____	_____	_____
(iv) The amount of reflective material on the vest shall be adequate to meet <b><u>Class 3 Type R requirements.</u></b>	_____	_____	_____

	COMPLY		SPECIFICATIONS REMARKS
	YES	NO	
<b>3. BINDING</b>			
a. All edges shall be bound and sewn with a single stitched durable cloth binding yellow, orange or black in color. It is preferred the binding be the same color as the background material and the stitching be the same color as the material being sewn.	_____	_____	_____
b. 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.	_____	_____	_____
c. 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.	_____	_____	_____
<b>4. CONSTRUCTION</b>			
a. The all-mesh surveyor safety vest shall be V-neck style and shall be made from two (2) single pieces of mesh fabric for the front panels and a single piece of mesh fabric for the back panel.	_____	_____	_____
b. A minimum 16" nonconductive zipper that is yellow, orange, or black in color shall be sewn vertical on the front center of the vest for front closure. It is preferred the zipper color be the same color as the background material.	_____	_____	_____
c. The vest shall be available in the following sizes Small - 4X large. Big and Tall sizes, up to 6X and longer in the body, are also desired.	_____	_____	_____
d. The front of the vest shall have four pockets on the outside and two on the inside. The right chest pocket and the lower hip pockets shall have an upper flap to close the pocket with a snap or Velcro closure. The material used to create the pockets and closure flaps shall be the same as the background material.	_____	_____	_____
(i) The right chest pocket on the outside shall be at least 3 1/2" wide and 5" deep.	_____	_____	_____
(ii) The left chest pocket shall be at least 5 1/2" wide and 4 1/2" deep and be divided and sewn into four evenly spaced vertical slots able to fit pencils and markers.	_____	_____	_____
(iii) The lower pockets shall be at least 7" wide and 7 1/2" deep and have a full facing upper flap to close the pocket with a snap or Velcro closure.	_____	_____	_____
(iv) The two front inside pockets shall be 8 1/2" wide and 10 1/2" deep. A snap or Velcro closure is preferred. The bottom edge of the pocket shall be near the bottom edge of the vest.	_____	_____	_____

	COMPLY		SPECIFICATIONS REMARKS
	YES	NO	
<b>5. WORKMANSHIP</b>			
a. The workmanship of the surveyor 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 that would make the vest unsuitable for its intended use.	_____	_____	_____
<b>6. WARRANTY</b>			
a. One year full warranty – Manufacturer’s standard warranty shall apply if it is for a longer period.	_____	_____	_____
<b>7. SAMPLE PROVIDED</b>			
b. <b><u>Suppliers must submit a sample vest along with this response.</u></b> Unless otherwise indicated by the bidder it will be assumed that specifications will be met in all respects. <b>Bids that do not have samples may be considered non-responsive.</b>	_____	_____	_____
c. <u>If supplier would like the sample vest returned, please include a PREPAID SELF-ADDRESSED SHIPPING LABEL.</u> The non-awarded vests will be returned after the completion of the bid process if requested by bidder. If not requested the sample will become the property of the State.	_____	_____	_____
<b>8. SAFETY STANDARDS</b>			
a. The surveyor safety vest shall meet the requirements of <b><u>Class 3 Type R ANSI/ISEA 107-2020</u></b> including all color, performance, and care label requirements.	_____	_____	_____
b. <b><u>THE SUPPLIER SHALL FURNISH CERTIFICATIONS FOR THE BACKGROUND MATERIAL and REFLECTIVE MATERIAL</u></b>	_____	_____	_____

The award will be based on specification compliance, and low bid to furnish and deliver the mesh surveyor vests to all DOT district locations. (See attached listing)

**Warranty:**

Manufacturer’s standard one-year full warranty. If manufacturer’s standard warranty is for a longer period, it shall apply.

Vendors are informed that the quantities that will be ordered are unknown, however, over the last three year contract, there were an average of 300 vests purchased per year for all three contracts (Group 1, Group 2 and Group 3 combined.)

**BID RESPONSE**

<b>GROUP 01 – <u>STANDARD SAFETY VEST</u> - (SAMPLE OF VEST TO BE PROVIDED WITH BID)</b>				
<b>ITEM NO.</b>	<b>QTY</b>	<b>UNIT</b>	<b>DETAILED SPECIFICATIONS</b>	<b>EACH PRICE</b>
<b>STANDARD SAFETY VESTS – SMALL</b>				
1.	1	EA.	<b>STANDARD SAFETY VESTS – SMALL</b>  <b>BRAND:</b> _____  <b>PART NO:</b> _____	\$
<b>STANDARD SAFETY VESTS – MEDIUM (REGULAR)</b>				
2.	1	EA.	<b>STANDARD SAFETY VESTS – MEDIUM</b>  <b>BRAND:</b> _____  <b>PART NO:</b> _____	\$
<b>STANDARD SAFETY VESTS – LARGE</b>				
3.	1	EA.	<b>STANDARD SAFETY VESTS – LARGE</b>  <b>BRAND:</b> _____  <b>PART NO:</b> _____	\$
<b>STANDARD SAFETY VESTS – X-LARGE</b>				
4.	1	EA.	<b>STANDARD SAFETY VESTS – X-LARGE</b>  <b>BRAND:</b> _____  <b>PART NO:</b> _____	\$

ITEM NO.	QTY	UNIT	DETAILED SPECIFICATIONS	EACH PRICE
<b>STANDARD SAFETY VESTS – XX-LARGE</b>				
5.	1	EA.	<b>STANDARD SAFETY VESTS – XX-LARGE</b> BRAND: _____ PART NO: _____	\$
<b>STANDARD SAFETY VESTS – XXX-LARGE</b>				
6.	1	EA.	<b>STANDARD SAFETY VESTS – XXX-LARGE</b> BRAND: _____ PART NO: _____	\$
<b>STANDARD SAFETY VESTS – XXXX-LARGE</b>				
7.	1	EA.	<b>STANDARD SAFETY VESTS – XXXX-LARGE</b> BRAND: _____ PART NO: _____	\$
<b>STANDARD SAFETY VESTS – XXXXX-LARGE</b>				
8.	1	EA.	<b>STANDARD SAFETY VESTS – XXXXX-LARGE</b> BRAND: _____ PART NO: _____	\$
<b>STANDARD SAFETY VESTS – XXXXXX-LARGE</b>				
9.	1	EA.	<b>STANDARD SAFETY VESTS – XXXXXX-LARGE</b> BRAND: _____ PART NO: _____	\$

**BID RESPONSE**

<b>GROUP 02 – <u>SURVEYOR SAFETY VEST</u> - (SAMPLE OF VEST TO BE PROVIDED WITH BID)</b>				
<b>ITEM NO.</b>	<b>QTY</b>	<b>UNIT</b>	<b>DETAILED SPECIFICATIONS</b>	<b>EACH PRICE</b>
<b>SURVEYOR SAFETY VESTS – SMALL</b>				
10.	1	EA.	<b>SURVEYOR SAFETY VESTS – SMALL</b>  <b>BRAND:</b> _____  <b>PART NO:</b> _____	\$
<b>SURVEYOR SAFETY VESTS – MEDIUM</b>				
11.	1	EA.	<b>SURVEYOR SAFETY VESTS – MEDIUM</b>  <b>BRAND:</b> _____  <b>PART NO:</b> _____	\$
<b>SURVEYOR SAFETY VESTS – LARGE</b>				
12.	1	EA.	<b>SURVEYOR SAFETY VESTS – LARGE</b>  <b>BRAND:</b> _____  <b>PART NO:</b> _____	\$
<b>SURVEYOR SAFETY VESTS – X-LARGE</b>				
13.	1	EA.	<b>SURVEYOR SAFETY VESTS – X-LARGE</b>  <b>BRAND:</b> _____  <b>PART NO:</b> _____	\$

ITEM NO.	QTY	UNIT	DETAILED SPECIFICATIONS	EACH PRICE
<b>SURVEYOR SAFETY VESTS – XX-LARGE</b>				
14.	1	EA.	<b>SURVEYOR SAFETY VESTS – XX-LARGE</b>  <b>BRAND:</b> _____  <b>PART NO:</b> _____	\$
<b>SURVEYOR SAFETY VESTS – XXX-LARGE</b>				
15.	1	EA.	<b>SURVEYOR SAFETY VESTS – XXX-LARGE</b>  <b>BRAND:</b> _____  <b>PART NO:</b> _____	\$
<b>SURVEYOR SAFETY VESTS – XXXX-LARGE</b>				
16.	1	EA.	<b>SURVEYOR SAFETY VESTS – XXXX-LARGE</b>  <b>BRAND:</b> _____  <b>PART NO:</b> _____	\$
<b>SURVEYOR SAFETY VESTS – XXXXX-LARGE</b>				
17.	1	EA.	<b>SURVEYOR SAFETY VESTS – XXXXX-LARGE</b>  <b>BRAND:</b> _____  <b>PART NO:</b> _____	\$



ITEM NO.	QTY	UNIT	DETAILED SPECIFICATIONS	EACH PRICE
18.	1	EA.	SURVEYOR SAFTEY VESTS – XXXXXX-LARGE	
			SURVEYOR SAFETY VESTS – XXXXXX-LARGE  BRAND: _____  PART NO: _____	\$

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**BID RESPONSE**

<b>GROUP 03 – <u>ALL MESH SURVEYOR SAFETY VEST</u></b> <b>(SAMPLE OF VEST TO BE PROVIDED WITH BID)</b>				
<b>ITEM NO.</b>	<b>QTY</b>	<b>UNIT</b>	<b>DETAILED SPECIFICATIONS</b>	<b>EACH PRICE</b>
<b>ALL MESH SURVEYOR SAFETY VESTS – SMALL</b>				
19.	1	EA.	<b>ALL MESH SURVEYOR SAFETY VESTS – SMALL</b>  <b>BRAND:</b> _____  <b>PART NO:</b> _____	\$
<b>ALL MESH SURVEYOR SAFETY VESTS – MEDIUM</b>				
20.	1	EA.	<b>ALL MESH SURVEYOR SAFETY VESTS – MEDIUM</b>  <b>BRAND:</b> _____  <b>PART NO:</b> _____	\$
<b>ALL MESH SURVEYOR SAFETY VESTS – LARGE</b>				
21.	1	EA.	<b>ALL MESH SURVEYOR SAFETY VESTS – LARGE</b>  <b>BRAND:</b> _____  <b>PART NO:</b> _____	\$
<b>ALL MESH SURVEYOR SAFETY VESTS – X-LARGE</b>				
22.	1	EA.	<b>ALL MESH SURVEYOR SAFETY VESTS – X-LARGE</b>  <b>BRAND:</b> _____  <b>PART NO:</b> _____	\$

ITEM NO.	QTY	UNIT	DETAILED SPECIFICATIONS	EACH PRICE
<b>ALL MESH SURVEYOR SAFETY VESTS – XX-LARGE</b>				
23.	1	EA.	<b>ALL MESH SURVEYOR SAFETY VESTS – XX-LARGE</b> BRAND: _____ PART NO: _____	\$
<b>ALL MESH SURVEYOR SAFETY VESTS – XXX-LARGE</b>				
24.	1	EA.	<b>ALL MESH SURVEYOR SAFETY VESTS – XXX-LARGE</b> BRAND: _____ PART NO: _____	\$
<b>ALL MESH SURVEYOR SAFETY VESTS – XXXX-LARGE</b>				
25.	1	EA.	<b>ALL MESH SURVEYOR SAFETY VESTS – XXXX-LARGE</b> BRAND: _____ PART NO: _____	\$
<b>ALL MESH SURVEYOR SAFETY VESTS – XXXXX-LARGE</b>				
26.	1	EA.	<b>ALL MESH SURVEYOR SAFETY VESTS – XXXXX-LARGE</b> BRAND: _____ PART NO: _____	\$

ITEM NO.	QTY	UNIT	DETAILED SPECIFICATIONS	EACH PRICE
<b>ALL MESH SURVEYOR SAFETY VESTS – XXXXXX-LARGE</b>				
27.	1	EA.	<b>ALL MESH SURVEYOR SAFETY VESTS – XXXXXX-LARGE</b>  <b>BRAND:</b> _____  <b>PART NO:</b> _____	\$

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
STOREKEEPER LIST  
2024**

**61 - BISMARCK:**

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

**62 - VALLEY CITY:**

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
LONNIE SWENSON  
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**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  
SHAILA SMITH  
1305 HIGHWAY 2 BYPASS EAST  
MINOT ND 58701-7922  
(701)857-6928 (701)857-6944 FAX

**65 - DICKINSON:**

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
MARK PITTSLEY  
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  
SUSAN PERCOSKI  
1951 NORTH WASHINGTON  
PO BOX 13077  
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(701)787-6521 (701)787-6515 FAX

**67 - WILLISTON:**

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

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX A OF THE TITLE VI ASSURANCES**

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 (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
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 will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



## 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

