



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Request for  
 Quotation**

RFO NUMBER  
**858C2044**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**MICHAEL AUSTIN  
 304-558-2402**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**Loveline Ind. Inc.  
 90 Dayton Ave. Bldg. 5A  
 Suite 33  
 Passaic, NJ 07055**

**DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
06/12/2008				

BID OPENING DATE: **07/02/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		345-92		
				<b>HIGH VISIBILITY SAFETY VESTS</b>		
				<b>OPEN END CONTRACT</b>		
				<b>TO PROVIDE HIGH VISIBILITY SAFETY VESTS TO THE WV DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</b>		
				<b>EXHIBIT 3</b>		
				<b>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</b>		
				<b>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</b>		
				<b>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE</b>		

**Loveline Ind. Inc.  
 90 Dayton Ave. Bldg. 5A  
 Suite 33  
 Passaic, NJ 07055**

**RECEIVED**  
 2008 JUL -2 A 9:52  
 DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *David M. ...* TELEPHONE **973-928-3421** DATE **7/1/08**

TITLE **Vice Pres.** FEIN **135671897** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130



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RFQ NUMBER:  
**858C2044**

PAGE:  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**MICHAEL AUSTIN  
 304-558-2402**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**Loveline Ind. Inc.**  
**90 Dayton Ave. Bldg. 5A**  
**Suite 33**  
**Parsippany, NJ 07055**

SHIP TO

**DIVISION OF HIGHWAYS**  
**VARIOUS LOCALES AS INDICATED**  
**BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/12/2008				

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<p>(1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>David T. [Signature]</i>	TELEPHONE 973-928-3427	DATE 7/1/08
TITLE Vice Pres	FAX 135671897	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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**3**

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 Passaic, NJ 07055**

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BID OPENING DATE: **07/02/2008**      BID OPENING TIME **01:30PM**

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<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>David E. [Signature]</i>	TELEPHONE 973-928-3427	DATE 7/1/08
TITLE V.P.	FEIN 135671897	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>EXHIBIT 10</p> <p>REQUISITION NO.: <b>858C2044</b></p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: right;"><i>[Signature]</i> SIGNATURE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 973-928-3427	DATE 7/1/08
TITLE V.R	FERN 135671897	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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VENDOR

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**Loveline Ind. Inc.  
 90 Dayton Ave. Bldg. 5A  
 Suite 33  
 Passaic, NJ 07055**

SHIP TO

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<b>Loveline Ind. Inc.            90 Dayton Ave. Bldg. 5A            Suite 33            Passaic, NJ 07055</b>		
				DATE <b>7/1/08</b>		
				REV. 11/96		
				<b>VENDOR PREFERENCE CERTIFICATE</b>		
				CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).		
				A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:		
				<input type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR		
				<input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>David P. [Signature]</i>	TELEPHONE 973-928-3027	DATE 7/1/08
TITLE V.P.	FEIN 135671897	ADDRESS CHANGES TO BE NOTED ABOVE

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### Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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**Loveline Ind. Inc.  
 90 Dayton Ave. Bldg. 5A  
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**DIVISION OF HIGHWAYS  
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<p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 973-928-3427	DATE 7/1/09
TITLE V.P.	FEIN 135671897	ADDRESS CHANGES TO BE NOTED ABOVE

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PAGE:  
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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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VENDOR

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**Loveline Ind. Inc.  
 90 Dayton Ave. Bldg. 5A  
 Suite 33  
 Passaic, NJ 07055**

OFFICIAL

**DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
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<p>ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Loveline Industries, Inc</u></p> <p>DATE: <u>7/1/08</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>Vice President</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<u>[Signature]</u>	<u>973-928-3427</u>	<u>7/1/08</u>
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<u>V.P.</u>	<u>135671897</u>	

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<p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;"><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p>BUYER: <b>33</b></p> <p>RFQ. NO.: <b>858C2044</b></p> <p>BID OPENING DATE: <b>07/02/2008</b></p> <p>BID OPENING TIME: <b>1:30 PM</b></p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- <b>(973) 928-3428</b> -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>David [Signature]</i>	TELEPHONE <b>973-928-3427</b>	DATE <b>7/1/08</b>
TITLE <b>V.P.</b>	FERN <b>135671897</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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### Request for Quotation

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**Loveline Ind. Inc.**  
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BID OPENING DATE: **07/02/2008** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- <i>Daniel Goldstein</i> -----						
***** THIS IS THE END OF RFQ 858C2044 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Daniel Goldstein</i>	TELEPHONE 973-928-3427	DATE 7/1/08
TITLE V.P.	FERN 135671897	ADDRESS CHANGES TO BE NOTED ABOVE

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**BID SCHEDULE**

The following estimated quantities are for bid purposes only. Actual quantities will be determined by the needs of the user agencies and may be increased or decreased.

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT COST	ITEM TOTAL COST
1	4250	Safety Vest, Fluorescent-Orange, reflective "WVDOH" logo, Sizes S through 2XL. SPECIFY QTY OF EACH SIZE S, M, L, XL, AND 2XL ON ORDER.	\$ 18.50	78,625.00
2	500	Safety Vest, Fluorescent-Orange, reflective "WVDOH" logo, Sizes 3XL through 4XL. SPECIFY QTY OF EACH SIZE 3XL AND 4XL ON ORDER.	\$ 19.50	9,750.00
3	150	Safety Vest, Fluorescent-Orange, reflective "WVDOH" logo, Sizes 5XL through 6XL. SPECIFY QTY OF EACH SIZE 5XL AND 6XL ON ORDER.	\$ 20.50	3,075.00
4	100	Safety Vest, Fluorescent-Orange, reflective "WVDOH" logo, Sizes 7XL through 8XL. SPECIFY QTY OF EACH SIZE 7XL AND 8XL ON ORDER.	\$ 21.50	2,150.00
5	4250	Safety Vest, Fluorescent-Lime-Green, reflective "WVDOH" logo, Sizes S through 2XL. SPECIFY QTY OF EACH SIZE S, M, L, XL, AND 2XL ON ORDER.	\$ 18.50	78,625.00
6	500	Safety Vest, Fluorescent-Lime-Green, reflective "WVDOH" logo, Sizes 3XL through 4XL. SPECIFY QTY OF EACH SIZE 3XL AND 4XL ON ORDER.	\$ 19.50	9,750.00
7	150	Safety Vest, Fluorescent-Lime-Green, reflective "WVDOH" logo, Sizes 5XL through 6XL. SPECIFY QTY OF EACH SIZE 5XL AND 6XL ON ORDER.	\$ 20.50	3,075.00
8	100	Safety Vest, Fluorescent-Lime-Green, reflective "WVDOH" logo, Sizes 7XL through 8XL. SPECIFY QTY OF EACH SIZE 7XL AND 8XL ON ORDER.	\$ 21.50	2,150.00
9	850	Pullover, Fluorescent-Orange, reflective "WVDOH" logo, Sizes S through 2XL. SPECIFY QTY OF EACH SIZE S, M, L, XL, AND 2XL ON ORDER.	\$ 24.27	20,629.50
10	100	Pullover, Fluorescent-Orange, reflective "WVDOH" logo, Sizes 3XL through 4XL. SPECIFY QTY OF EACH SIZE 3XL AND 4XL ON ORDER.	\$ 24.77	2,477.00
11	30	Pullover, Fluorescent-Orange, reflective "WVDOH" logo, Sizes 5XL through 6XL. SPECIFY QTY OF EACH SIZE 5XL AND 6XL ON ORDER.	\$ 25.27	758.10
12	20	Pullover, Fluorescent-Orange, reflective "WVDOH" logo, Sizes 7XL through 8XL. SPECIFY QTY OF EACH SIZE 7XL AND 8XL ON ORDER.	\$ 25.77	515.40
13	850	Pullover, Fluorescent-Lime-Green, reflective "WVDOH" logo, Sizes S through 2XL. SPECIFY QTY OF EACH SIZE S, M, L, XL, AND 2XL ON ORDER.	\$ 24.27	20,629.50
14	100	Pullover, Fluorescent-Lime-Green, reflective "WVDOH" logo, Sizes 3XL through 4XL. SPECIFY QTY OF EACH SIZE 3XL AND 4XL ON ORDER.	\$ 24.77	2,477.00
15	30	Pullover, Fluorescent-Lime-Green, reflective "WVDOH" logo, Sizes 5XL through 6XL. SPECIFY QTY OF EACH SIZE 5XL AND 6XL ON ORDER.	\$ 25.27	758.10
16	20	Pullover, Fluorescent-Lime-Green, reflective "WVDOH" logo, Sizes 7XL through 8XL. SPECIFY QTY OF EACH SIZE 7XL AND 8XL ON ORDER.	\$ 25.77	515.40
17	3400	Adopt-A-Highway Vest, Fluorescent-Orange, Sizes M through 2XL (adjustable)	\$ 13.90	47,260.00
18	600	Adopt-A-Highway Vest, Fluorescent-Orange, Sizes 3XL through 4XL (adjustable)	\$ 14.34	8,604.00

**BID SCHEDULE (CONTINUED)**

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT COST	ITEM TOTAL COST
19	850	Safety Vest, Fluorescent-Orange, Sizes S through 2XL. SPECIFY QTY OF EACH SIZE S, M, L, XL, AND 2XL ON ORDER. (THIS ITEM NOT FOR WVD0H USE).	\$ 15.00	12,750.00
20	100	Safety Vest, Fluorescent-Orange, Sizes 3XL through 4XL. SPECIFY QTY OF EACH SIZE 3XL AND 4XL ON ORDER. (THIS ITEM NOT FOR WVD0H USE).	\$ 16.00	1,600.00
23	850	Safety Vest, Fluorescent-Lime-Green, Sizes S through 2XL. SPECIFY QTY OF EACH SIZE S, M, L, XL, AND 2XL ON ORDER. (THIS ITEM NOT FOR WVD0H USE).	\$ 15.00	12,750.00
24	100	Safety Vest, Fluorescent-Lime-Green, Sizes 3XL through 4XL. SPECIFY QTY OF EACH SIZE 3XL AND 4XL ON ORDER. (THIS ITEM NOT FOR WVD0H USE).	\$ 16.00	1,600.00
25	30	Safety Vest, Fluorescent-Lime-Green, Sizes 5XL through 6XL. SPECIFY QTY OF EACH SIZE 5XL AND 6XL ON ORDER. (THIS ITEM NOT FOR WVD0H USE).	\$ 17.00	510.00
26	20	Safety Vest, Fluorescent-Lime-Green, Sizes 7XL through 8XL. SPECIFY QTY OF EACH SIZE 7XL AND 8XL ON ORDER. (THIS ITEM NOT FOR WVD0H USE).	\$ 18.00	360.00
27	170	Pullover, Fluorescent-Orange, Sizes S through 2XL. SPECIFY QTY OF EACH SIZE S, M, L, XL, AND 2XL ON ORDER. (THIS ITEM NOT FOR WVD0H USE).	20.77	3,530.90
28	20	Pullover, Fluorescent-Orange, Sizes 3XL through 4XL. SPECIFY QTY OF EACH SIZE 3XL AND 4XL ON ORDER. (THIS ITEM NOT FOR WVD0H USE).	21.27	425.40
29	6	Pullover, Fluorescent-Orange, Sizes 5XL through 6XL. SPECIFY QTY OF EACH SIZE 5XL AND 6XL ON ORDER. (THIS ITEM NOT FOR WVD0H USE).	21.77	130.62
30	4	Pullover, Fluorescent-Orange, Sizes 7XL through 8XL. SPECIFY QTY OF EACH SIZE 7XL AND 8XL ON ORDER. (THIS ITEM NOT FOR WVD0H USE).	22.27	89.08
31	170	Pullover, Fluorescent-Lime-Green, Sizes S through 2XL. SPECIFY QTY OF EACH SIZE S, M, L, XL, AND 2XL ON ORDER. (THIS ITEM NOT FOR WVD0H USE).	20.77	3,530.90
32	20	Pullover, Fluorescent-Lime-Green, Sizes 3XL through 4XL. SPECIFY QTY OF EACH SIZE 3XL AND 4XL ON ORDER. (THIS ITEM NOT FOR WVD0H USE).	21.27	425.40
33	6	Pullover, Fluorescent-Lime-Green, Sizes 5XL through 6XL. SPECIFY QTY OF EACH SIZE 5XL AND 6XL ON ORDER. (THIS ITEM NOT FOR WVD0H USE).	21.77	130.62
34	4	Pullover, Fluorescent-Lime-Green, Sizes 7XL through 8XL. SPECIFY QTY OF EACH SIZE 7XL AND 8XL ON ORDER. (THIS ITEM NOT FOR WVD0H USE).	22.27	89.08
<b>GRAND TOTAL</b>				<b>329,746.00</b>

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

### DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: LOVELINE INDUSTRIES, DANIEL GOLDSTEIN

Authorized Signature: *Daniel Goldstein* Date: 7/1/08



ANSI test

TEXTILE TESTING SERVICES  
QUALITY MANAGEMENT SERVICES

3M™ Occupational Health & Environmental Safety Division  
ANSI/ISEA-107-2004 Retroreflective Material Certification

3M™ Scotchlite™ Reflective Material - 8930

Date Issued: Feb 4, 2005, Vartest File #: 011405A1

Color: Grey

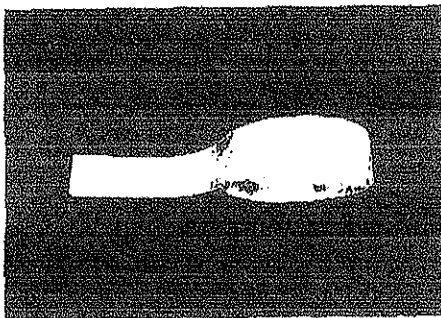
The submitted material MEETS all Level 2 photometric performance requirements of retroreflective material prior to test exposure per ANSI/ISEA 107-2004 clause 8.1 for minimum coefficient of retroreflection for retroreflective or combined performance materials.

The submitted material MEETS the photometric performance requirements of retroreflective material after test exposure per ANSI/ISEA 107-2004 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 (25 cycles), drycleaning (5 cycles) and influence of rainfall.

SUMMARY

Specification: ANSI/ISEA 107-2004  
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 (25X) .....	Passed
Dry-cleaning (5X) .....	Passed
Retroreflective Performance in Rainfall .....	Passed



Signed For The Company By

*Adam R. Varley*  
Adam R. Varley  
Technical Director





# Certificate of Test

*We hereby declare that the item described below has been tested by the Merchandise Testing Laboratories (U.K.) Ltd. and complies with the requirements of*

## ANSI/ISEA 107-2004

- Section 8.1 Table 5 Retroreflective Performance Requirements Prior to Test Exposure, Level 2
- Section 8.2 Retroreflective Performance Requirements After Test Exposure
  - abrasion, flexing, folding at cold temperatures, temperature variation
  - washing @ 60°C (25 cycles)
  - dry cleaning (25 cycles)
  - Influence of rainfall

Full details of the tests and the results are given in our report

TR1093/03430

Issue Date: 08/02/05

### *Description of item tested:*

3M™ Scotchlite™ - Reflective Material - 8710 Silver Transfer Film laminated to 100% Polyester knitted fabric

### *Submitted by:*

3M Safety and Security Systems Division, 3M Center Building, St. Paul, Minnesota 55144 - 1000 USA

Certificate authorised by:

Title: J. Moore - Textile Technologist

Date: 8<sup>th</sup> February 2005

Accredited to the ISO/IEC Guide 17025: through UKAS system Laboratory Number 0421



3202 34th Street, Valley, AL 36854

Telephone: 334-768-1262 or 1-800-554-7424 FAX: 334-768-1255

### Certificate of Test

TexTesT Report: 11421  
Date: 12/13/07  
Page: 1 of 1

CLIENT:

ALEXANDER FABRICS, INC.  
P.O. Box 147  
Burlington, NC 27216

ATTN: Richard Witmeyer / Rhonda Johnston

Material Description: Style #70757FR / MO #19915		
Fabric X	Non-Fabric _____	(check one)
Lot #:		
Manufacturer: Alexander Fabrics		
Color: Hi Visibility Orange		

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 107-2004

Certification Authorized By:  
Alan Lightholder  
Director

TEXTTEST

Signed by



CONDITIONS OF TESTING  
See Reverse



ANSI/ISEA 107-2004 Background Material Testing Report

Material Description: Style #70757FR / MO #19915	Test Lab(s): <b>TEST</b> Report #1142115
Fabric <input checked="" type="checkbox"/> Non-Fabric <input type="checkbox"/> (check one)	Address: 3202 34th Street Valley, AL 36854
Lot #:	Contact Person: Alan Lightholder
Manufacturer: Alexander Fabrics	Date Tested: 12/13/04
Color: Hi Visibility Orange	

REQUIRED TESTS				
Test/Method	Section	ANSI/ISEA 107 Requirement	Test Result	Pass/ Fail/ NA
Determination of Color ASTM E1164-02 (Single layer)	7.1.1 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
Determination of Color ASTM E1164-94 (Two layers of the same material)	7.1.1 9.2	Test specimen must fulfill the colorimetric requirements of Table 2 for background material	As submitted: x = 0.604 y = 0.363 %Y = 43.2  After 40x Xenon x = 0.578 y = 0.368 %Y = 43.2	Pass Pass Pass  Pass Pass Pass
Colorfastness Crocking AATCC 8-2001	7.2.1	Wet 3.0 Dry 3.0	4.0 4.5	Pass Pass
Colorfastness Perspiration AATCC 15-2002	7.2.2	Color Change 4.0 Staining 3.0	5.0 Acetate: 4.0 Cotton: 4.5 Nylon: 4.0 Polyester: 4.5 Acrylic: 4.5 Wool: 4.5	Pass Pass Pass Pass Pass Pass Pass
Dimensional change Domestic AATCC 135-2000 (3) IIIA(iii) @105°F	7.3.1	Woven L +/- 4% W +/- 2%	1st Cycle Length = Width =  5th Cycle Length = Width =	NA NA  NA NA
		Knit L +/- 7% W +/- 5%	1st Cycle Length = Width =  5th Cycle Length = 4.7 Width = 0.5	NA NA  Pass Pass

SAMPLE IDENTIFICATION: LUMINOUS YELLOW- STYLE #70757  
MO #19623 - 3

DETERMINATION OF COLOR  
ANSI-107-2004, SEC. 9.2  
(2 layers of background material)

ANSI-107-2004 Requirements  
Table 2 Color, background material  
Yellow-Green

As Received

Luminance (Y)	0.89
x rating	0.387
y rating	0.550

chromaticity

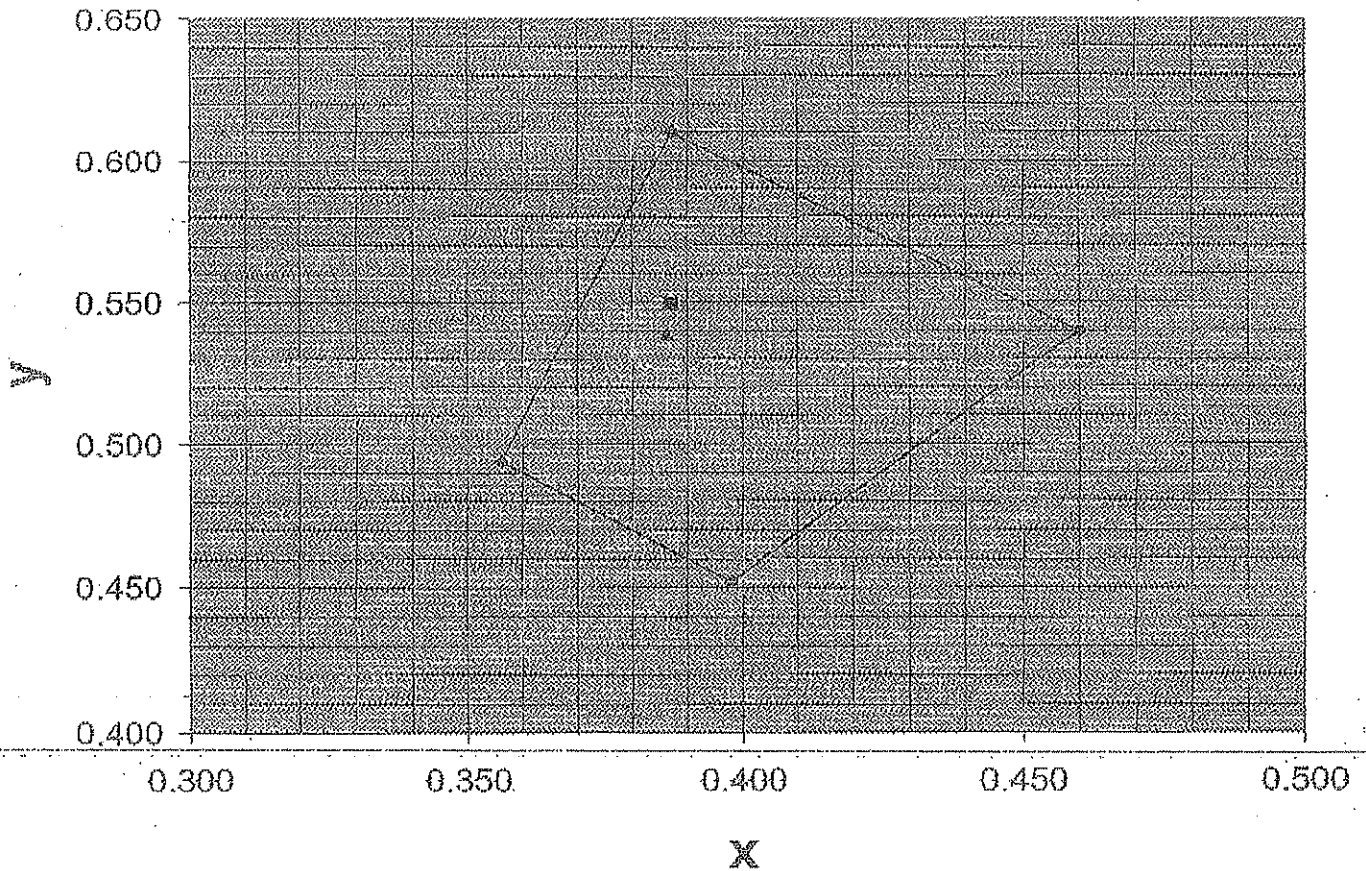
coordinates		luminance
x	y	factor

After 40 AFU (AATCC 16, Option 3)

Luminance (Y)	0.84
x rating	0.386
y rating	0.539

0.387	0.610	0.76
0.356	0.494	
0.398	0.452	
0.460	0.540	

CIE 1931 (x,y) Chromaticity Diagram



◆ Yellow-Green Coordinates    ■ Original    ▲ After 40 AFU

ANSI/ISEA 107-2004 Background Material Testing Report

Material Description: Style #70757FR / MO #19915	Test Lab(s): <b>TEST</b> Report #1142115
Fabric <input checked="" type="checkbox"/> Non-Fabric <input type="checkbox"/> (check one)	Address: 3202 34th Street Valley, AL 36854
Lot #:	Contact Person: Alan Lightholder
Manufacturer: Alexander Fabrics	Date Tested: 12/13/04
Color: Hi Visibility Orange	

REQUIRED TESTS (cont)				
Test/Method	Section	ANSI/ISEA 107 Requirement	Test Result	Pass/ Fail/ NA
Bursting Strength (Knitted) ASTM D 3787-01	7.4.1	267 N (60 lb) (27.2 kg)	132 lbs.	Pass
Tear Resistance (Woven) ASTM D 1424-96	7.4.2	13 N (3 lb) (1.3 kg) Average force machine Average force cross-machine		NA NA
Breathability ASTM E96-00 Procedure B	7.6	600g/m <sup>2</sup> /24 hr microporous 3600g/m <sup>2</sup> /24 hr hydrophilic		NA NA

TESTED AS CARE LABEL DICTATES				
Test/Method	Section	ANSI/ISEA 107 Requirement	Test Result	Pass/ Fail/ NA
Colorfastness Domestic Laundry AATCC 61-2001-2A 120° F	7.2.3 Table 4	Color change 4.5 Staining 3.0	Acetate: Cotton: Nylon: Polyester: Acrylic: Wool:	NA NA NA NA NA NA
Colorfastness Commercial Laundry AATCC 61-2001-4A 160° F	7.2.3 Table 4	Color change 4.5 Staining 3.0	Acetate: Cotton: Nylon: Polyester: Acrylic: Wool:	NA NA NA NA NA NA
Colorfastness Domestic Laundry AATCC 61-2001-2A 105° F	7.2.3 Table 4	Color change 4.5 Staining 3.0	5.0 Acetate: 3.5 Cotton: 4.0 Nylon: 3.0 Polyester: 4.0 Acrylic: 4.5 Wool: 4.0	Pass Pass Pass Pass Pass Pass

ANSI/SEA 107-2004 Background Material Testing Report

Material Description: Style #70757FR / MO #19915	Test Lab(s): <b>TEST</b> Report #1142115
Fabric <u>X</u> Non-Fabric _____ (check one)	Address: 3202 34th Street Valley, AL 36854
Lot #:	
Manufacturer: Alexander Fabrics	Contact Person: Alan Lightholder
Color: Hi Visibility Orange	Date Tested: 12/13/04

TESTED AS CARE LABEL DICTATES (cont)				
Test/Method	Section	ANSI/SEA 107 Requirement	Test Result	Pass/ Fail/ NA
Colorfastness Water AATCC 107-2002	7.2.3 Table 4	Color change 3.0	5.0	Pass
		Staining 3.0	Acetate: 4.5	Pass
			Cotton: 4.5	Pass
			Nylon: 4.5	Pass
			Polyester: 4.5	Pass
			Acrylic: 4.5	Pass
			Wool: 4.5	Pass
Colorfastness Hypochlorite Bleaching AATCC 61-2001-4A	7.2.3 Table 4	Fading 4.0		NA
Colorfastness Hypochlorite Bleaching AATCC 61-2001-5A	7.2.3 Table 4	Fading 4.0	5.0	Pass
Colorfastness Hot-pressing AATCC 133-1999	7.2.3 Table 4	Color change 4.5 Staining 3.0	5.0 5.0	Pass Pass
Colorfastness Dry cleaning AATCC 132-2001	7.2.3 Table 4	Color change 4.0		NA
Dimensional change Commercial AATCC 96-1999 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
Water Resistance AATCC 35-2000	7.5	1 gram of water penetration Level 1		NA
Water Resistance AATCC 127-1998	7.5	200 cm Min. new 200 cm Min. after 5 washings		NA NA
Water Repellence AATCC 22-2001	7.5.1	90 new 70 after 5 washings		NA NA

ANSI/ISEA 107-2004 Background Material Testing Report

Material Description: Style #70757FR / MO #19915		Test Lab(s): <b>TEST</b> Report #1142115
Fabric <input checked="" type="checkbox"/> Non-Fabric <input type="checkbox"/> (check one)	Address: 3202 34th Street Valley, AL 36854	
Lot #:	Contact Person: Alan Lightholder	
Manufacturer: Alexander Fabrics	Date Tested: 12/13/04	
Color: HI Visibility Orange		

CIE 1931 (x,y) Chromaticity Diagram

