



## Spring 2017 EDET Class Tools

---

1. \_\_\_\_\_ Bashlin 4 D-Ring Tool Belt - 88MX4DMP 4 D-Ring Tool without the upper tongue (**Custom Fit-Belt sizes to be provided**).
- OR  
\_\_\_\_\_ **Quote upgrade:** Capital Safety Seat Belt Lineman Belt - 4 D-Ring Lineman Tongue Buckle Belt with Top-Grain Leather and Contoured Seat Pad **if no additional charge**
2. \_\_\_\_\_ D22 Klein Pole Climbers with 1 1/2" Gaffs with Klein Pads with Velcro Wrap Complete Set Klein Snap-On Gaff Guards Yellow
3. \_\_\_\_\_ Quick Release Snap Nut and Bolt Bag -Canvas Bag
4. \_\_\_\_\_ Bashlin Lineman's Leather Tool Holder for pliers, rule, screwdriver, Channel, ratchet driver, knife or wrench
5. \_\_\_\_\_ Klein Gaff Gauge Burndy Wire Mike (RK194-2)
6. \_\_\_\_\_ Demolition Driver 7" length, 5/16" Keystone, Slotted
7. \_\_\_\_\_ Klein 10" Adjustable Wrench - Extra-Capacity Lineman's Ratcheting 4-in-1 Box
8. \_\_\_\_\_ Wrench, 1/2", 9/16", 5/8" and 3/4" sizes in one tool; 12 point sockets, Reverse ratcheting action by reversing switches on each end of the wrench
9. \_\_\_\_\_ Textured grooves in handle prevent slipping, Chrome plated finish resists corrosion, Made in USA.
10. \_\_\_\_\_ Cynch-Lok™ Pole Climbing Device - Web. For Poles up to 18.5" diameter.
11. \_\_\_\_\_ Spanset Adjustable Secondary Safety 8'
12. \_\_\_\_\_ Industrial Gear Bags - Vinyl Orange with Rain Flap and 1 outside Pocket
13. \_\_\_\_\_ Non-conductive Nylon Hand-Line Belt Hook Klein Cable/Lineman's Skinning Knife - Hook Blade, Notch & Ring
14. \_\_\_\_\_ Klein 6' Fiberglass Folding Rules - Outside Reading
15. \_\_\_\_\_ Bullard Full-Brim Hard Hat - 4-point Suspension - Yellow, Flex-Gear Ratchet System (71YLR)
16. \_\_\_\_\_ Grain Leather Palms Mustang Gloves 4", Large
17. \_\_\_\_\_ Pyramex Avante Safety Glasses w/Gray Polycarbonate Lens
18. \_\_\_\_\_ Klein 9" High-Leverage Side-Cutting Pliers -Heavy-Duty Cutting 2000 Series - Jaw Length 1-19/32"
19. \_\_\_\_\_ Klein Lineman's Double-Face Hammer 36 oz.

**Tools to be delivered within 2-week period after bid is awarded or ASAP thereafter. Class starts January 17, 2017. Planned enrollment is for an estimated of 20-24 students.**

**Vendor will deliver and distribute the tool kits at the ATC, New River Community and Technical College, 522 Odd Rd, Ghent, WV in the EDET class.**

**Vendor will hold a seat on the EDET advisory board.**

**Vendor will participate at the May 3, 2017 Expo.**

**QUOTE MUST BE VALID FOR A MINIMUM OF 30 DAYS.**

**EACH ITEM QUOTED MUST BE EQUAL OR BETTER THAN BRAND LISTED IN DESCRIPTION.**

**NEW RIVER CTC RESERVES THE RIGHT TO REJECT ANY AND/OR ALL QUOTES.**

**GENERAL TERMS AND CONDITIONS**

**Each Bidder must be a registered vendor with the Purchasing Section of the Department of Administration. Bids will be rejected from any vendor not properly registered with the Purchasing Section prior to issuance of a Purchase Order. To obtain proper vendor registration procedures, contact the Purchasing Division at 304-558-3970.**

Bids shall be submitted on the Form of Proposal bound in the Bidding Documents. Each Bidder is required to obtain a Request for Bids from the Director of Purchasing, and to follow all instructions contained therein. The Request for Bids should be stapled to the front of the Form of Proposal and submitted with the Bid.

Each Bid shall be enclosed in a sealed, self-addressed, opaque envelope plainly marked:

**SEALED BID**

**Proposal for: EDET Tool Kits - ATC of New River Community and Technical College**

**File Number: TJ**

**Requisition Number: R170001**

**Time of Bid Opening: 3:00 p.m.**

**Date of Bid Opening: 5th of January, 2017**

New River Community and Technical College is not liable for any expenses incurred by bidders in the preparation or presentation of bids.

All bids must be signed in the original by the bidder's representative.

Requests for bids may be canceled prior to the opening of bids as determined in writing by the Director of Purchasing.

For further information regarding the purchasing process, please contact Twana Jackson, Director of Purchasing, at (304) 929-6716 – office or (304) 646-6343 – cell.

**Pursuant to the laws of the State of West Virginia, New River Community and Technical College, must award bids only to the lowest, qualified Bidder. Bids may not be modified or withdrawn for a period of thirty (30) days after receipt of Bids.**

The vendor warrants that all goods and services furnished will be designed, constructed, and performed so as to comply with the William Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations, and standards issued there under by any applicable governmental authority which as of the date of this agreement will apply to the goods and services furnished hereunder.

The vendor warrants that all chemical substances sold by it to New River Community and Technical College comply with and are inventoried or registered pursuant to the requirements of the Toxic Substance Control Act, and rules and regulations issued there under by all applicable governmental authorities.

The vendor shall furnish New River Community and Technical College with a Material Safety Data Sheet (MSDS OSHA Form 20) disclosing all potentially hazardous substances in any product which the vendor sells or offers for sale to New River Community and Technical College. Potentially hazardous substances shall include but shall not be limited to those substances regulated under 29CFR1910.1200.

It is the intention of New River Community and Technical College not to purchase any products which contain asbestos or asbestos components in the equipment or materials to be supplied by the vendor. The vendor warrants that all equipment and materials be supplied by the vendor under this contract are free of asbestos, except in the extent that such asbestos is specifically identified in writing by the vendor and specifically accepted in writing by the College.

### **PAYMENTS**

In order to receive timely payment, vendors have an obligation and responsibility to present invoices that are timely and accurate. An original of a vendor's invoice is needed for payment. The invoice must also contain identical information as shown on the purchase order or contract, such as:

- a. Vendor's name and address;
- b. Federal Employer's Identification Number (FEIN);
- c. Purchase order number;
- d. Invoice should be mailed to the proper address at the institution;
- e. Item description and number;
- f. Quantity, unit of measure and/or price, and extension of each item;
- g. Invoice total;
- h. Invoices for services rendered must include the dates of service and be prepared according to the payment terms in the contract or purchase order

### **END OF INVITATION TO BID**

A copy of the RFQ is available on the New River Community and Technical College's website:

<http://www.newriver.edu/faculty-and-staff2/finance-and-administration/request-for-bids>

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:  
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **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 agency 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.