

NEW HANOVER COUNTY

FINANCE DEPARTMENT
230 Government Center Drive
Suite 165
Wilmington, NC 28403

Telephone: (910) 798-7187
Fax: (910) 798-7806



Lisa Wurtzbacher, CPA
Chief Financial Officer

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Deputy Chief Financial Officer

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August 7, 2017

New Hanover County Sheriff's Office is soliciting quotes for certain inmate supplies for their Detention Facility. Prices shall be good from date of quote through June 30, 2018.

Questions concerning this solicitation should be sent by email to Lena Butler at lbutler@nhcgov.com no later than **5:00 pm on August 14, 2017**.

The deadline for submitting your quote is **5 p.m. Monday, August 21, 2017**.

You may send your quote via:

Email to: lbutler@nhcgov.com
Fax to: Lena Butler 910-798-7806
Mail to: New Hanover County
Finance Department
230 Government Center Drive, Suite 165
Wilmington, NC 28403

Upon award of bid, items will be ordered as needed and all goods shall be delivered **FOB DESTINATION within seven (7) business days after receipt of order**.

Please ensure that your **quote includes all costs excluding sales tax**. New Hanover County is not tax exempt and sales tax will be paid to the vendor when invoiced.

The County reserves the right to waive any informalities, to reject any or all bids, and to accept that Bid or Bids which is in the best interest of the County.

New Hanover County
Terms and Conditions

1. **QUESTIONS CONCERNING THE PURCHASE ORDER:** Contact the Bill To Department shown on the purchase order.
2. **PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence, and bill of lading. The County will not be responsible for goods delivered without a purchase order.
3. **PRICE:** If prices or terms do not agree with your quotation, you must notify the ordering **Department** immediately. All prices are quoted **F.O.B. DESTINATION** unless specifically indicated otherwise.
4. **INVOICES:** All invoices are to be mailed to the Bill To Department. Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. The Purchase Order Number should be referenced on all invoices.
5. **CASH DISCOUNTS:** All cash discounts will be effective from the date of actual receipt of a correct and approved invoice by the ordering department.
6. **PAYMENT TERMS:** The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the seller for any reason. Invoices are payable in U.S. funds.
7. **TAXES:** New Hanover County is not Tax-Exempt. Prices shown on the County's purchase orders do not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the seller's invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.
8. **QUANTITY:** The specific quantity ordered must be delivered in full and will not be changed without the purchasing agent's consent. Any unauthorized quantity is subject to rejection and return at seller's expense.
9. **FREIGHT AND PACKAGING:** Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. The seller shall absorb any increase in rates becoming effective after the date hereof. The seller agrees to assume and pay all extra expense occurring on account of improper packaging.

Website: www.nhcgov.com

Professionalism | Integrity | Innovation | Stewardship | Accountability

10. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless New Hanover County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
11. **INSURANCE:** Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; New Hanover County, 230 Government Center Dr. #125, Wilmington, NC 28403 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence – if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.
12. **APPLICABLE LAWS:** By the acceptance of this order, seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend New Hanover County against any loss, cost, liability or damage by reason of seller's violation of any laws. .
13. **CANCELLATION:** New Hanover County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agree.
14. **ACCEPTANCE AND INSPECTION:** All goods shall be subject to the County's right of inspection and rejection. Risk of loss and title to all goods shall remain with the seller until acceptance has been made by the County. If goods are rejected, they will be returned at seller's risk for credit or replacement at the County's option and all handling and transportation expenses both ways shall be assumed by the seller. When goods have been rejected, the County shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the seller.
15. **WARRANTY:** The seller expressly warrants that goods, covered by this order will conform to the specifications, drawings, or samples furnished by the County and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by the County. The seller also warrants that the goods do not infringe any patent, registered trademark or copyright and agrees to hold New Hanover County harmless in the event of any infringement or claim thereof. Additionally, seller warrants that the goods are free and clear of all liens and encumbrances and that seller has a good and marketable title to the same.

16. **HAZARDOUS CHEMICALS:** The seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.
17. **MATERIAL SAFETY DATA SHEETS (MSDS):** The seller shall ensure that the New Hanover County is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.
18. **NON-DISCRIMINATION POLICY:** New Hanover County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the County are expected to fully comply with the County's non-discrimination policy.
19. **VERBAL AGREEMENT:** The County will not be bound by any verbal agreements.
20. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the seller is an independent contractor and not an agent of New Hanover County, and as such, seller, his or her agents and employees shall not be entitled to any County employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
21. **GOVERNING LAW:** All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina.
22. **E-VERIFY COMPLIANCE:** Pursuant to HB 786, (Session Law 2013-418), Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. County may require an affidavit attesting to Contractor's compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.
23. **IRAN DIVESTMENT ACT:** By acceptance of this purchase, vendors, contractors, and/or subcontractors affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.55 et.seq. Iran Divestment Act Certification.

Product Name	Description	Size	Estimated Usage	UM	Price
MacGregor Indoor\Outdoor Basketball	Basketball,MacGregor def	Regulation	36	EA	\$
Sports Bra	White Size Cotton\poly\Spandex Blend Hookless No Metal or Plastic	32	2	D12	\$
Sports Bra	White Cotton\poly\Spandex Blend Hookless No Metal or Plastic	34	6	D12	\$
Sports Bra	White Cotton\poly\Spandex Blend Hookless No Metal or Plastic	36	14	D12	\$
Sports Bra	White Cotton\poly\Spandex Blend Hookless No Metal or Plastic	38	14	D12	\$
Sports Bra	White Cotton\poly\Spandex Blend Hookless No Metal or Plastic	40	3	D12	\$
Sports Bra	White Cotton\poly\Spandex Blend Hookless No Metal or Plastic	42	3	D12	\$
Sports Bra	White Cotton\poly\Spandex Blend Hookless No Metal or Plastic	44	5	D12	\$
Sports Bra	White Cotton\poly\Spandex Blend Hookless No Metal or Plastic	46	3	D12	\$
Sports Bra	White Cotton\poly\Spandex Blend Hookless No Metal or Plastic	48	2	D12	\$
Sports Bra	White Cotton\poly\Spandex Blend Hookless No Metal or Plastic	50	2	D12	\$
Sports Bra	White Cotton\poly\Spandex Blend Hookless No Metal or Plastic	52	2	D12	\$
Sports Bra	White Cotton\poly\Spandex Blend Hookless No Metal or Plastic	54	2	D12	\$
Briefs	White Cotton\Poly Blend	2XL	20	D12	\$
Briefs	White Cotton\Poly Blend	3XL	3	D12	\$
Briefs	White Cotton\Poly Blend	4XL	3	D12	\$
Briefs	White Cotton\Poly Blend	5XL	3	D12	\$
Briefs	White Cotton\Poly Blend	6XL	3	D12	\$
Briefs	White Cotton\Poly Blend	L	65	D12	\$
Briefs	White Cotton\Poly Blend	M	50	D12	\$
Briefs	White Cotton\Poly Blend	S	5	D12	\$
Briefs	White Cotton\Poly Blend	XL	50	D12	\$
Disposable Panty	White Latex free	2XL	1	C100	\$
Disposable Panty	White Latex free	3XL	1	C100	\$
Disposable Panty	White Latex free	L	2	C100	\$
Disposable Panty	White Latex	M	2	C100	\$
Disposable Panty	White Latex	S	2	C100	\$
Disposable Panty	White Latex free	XL	2	C100	\$
Thermal Drawers	Natural-Cotton Poly Blend Thermal Unisex	3XL	1	D12	\$
Thermal Drawers	Natural-Cotton Poly Blend Thermal Unisex	2XL	1	D12	\$
Thermal Drawers	Natural-Cotton Poly Blend Thermal Unisex	L	1	D12	\$
Thermal Drawers	Natural-Cotton Poly Blend Thermal Unisex	4XL	1	D12	\$
Thermal Drawers	Natural-Cotton Poly Blend Thermal Unisex	XL	1	D12	\$
Transport Hood	Hood,Protective Detainee	N/A	20	C10	\$
Black Stencil Pants	I/N/M/A/T/E (LEG)	N/A	150	EA	\$
Black Stencil Shirts	INMATE/NEW HANOVER/COUNTY	N/A	200	EA	\$
Isolation\Suicide Cell Blanket	Isolation/Suicide Cell Blanket, GSA Advantage	54 X80	57	EA	\$
Isolation\Suicide Cell Smock	Isolation/Suicide Cell Smock Fits all sizes up to 300 lbs	CHEST 44" TO 56"	50	EA	\$
Panty	White Size Cotton Poly Blend	10	20	D12	\$
Panty	White Size Cotton Poly Blend	11	1	D12	\$
Panty	White Size Cotton Poly Blend	12	1	D12	\$
Panty	White Size Cotton Poly Blend	13	1	D12	\$
Panty	White Size Cotton Poly Blend	14	2	D12	\$
Panty	White Size Cotton Poly Blend	15	2	D12	\$

Product Name	Description	Size	Estimated Usage	UM	Price
Panty	White Size Cotton Poly Blend	16	2	D12	\$
Panty	White Size Cotton Poly Blend	5	2	D12	\$
Panty	White Size Cotton Poly Blend	6	4	D12	\$
Panty	White Size Cotton Poly Blend	7	30	D12	\$
Panty	White Size Cotton Poly Blend	8	25	D12	\$
Panty	White Size Cotton Poly Blend	9	21	D12	\$
Max Sec. Pen Black	Pen, Max Sec Black Clear Cover	N/A	75	C144	\$
Razor	Razor, Single Blade Disposable	N/A	50	C1000	\$
Sandal	Sandal, Tan Pvc Slip On	10	300	PR	\$
Sandal	Sandal, Tan Pvc Slip On	11	300	PR	\$
Sandal	Sandal, Tan Pvc Slip On	12	250	PR	\$
Sandal	Sandal, Tan Pvc Slip On	13	100	PR	\$
Sandal	Sandal, Tan Pvc Slip On	14	100	PR	\$
Sandal	Sandal, Tan Pvc Slip On	8	50	PR	\$
Sandal	Sandal, Tan Pvc Slip On	9	200	PR	\$
Sanitary Napkin	Sanitary Napkn, Ind Wrpd	Regular	60	C576	\$
Shirts	Shirt, Orange, TriStitch	3XL	25	EA	\$
Shirts	Shirt, Orange, TriStitch	4XL	25	EA	\$
Shirts	Shirt, Orange/White Stripe	L	25	EA	\$
Shirts	Shirt, Red TriStitch	2XL	15	EA	\$
Shirts	Shirt, Red TriStitch	L	15	EA	\$
Shirts	Shirt, Red TriStitch	XL	15	EA	\$
Shirts	Shirt, Red TriStitch	3XL	10	EA	\$
Shirts	Shirt, Red TriStitch	4XL	0		\$
Shirts	Shirt, Red TriStitch	5XL	5	EA	\$
Shirts	Shirt, Red TriStitch	6XL	0		\$
Shirts	Shirt, Red TriStitch	7XL	6	EA	\$
Shirts	Shirt, Red/White Striped	L	8	EA	\$
Shirts	Shirt, Red/White Striped	MED	8	EA	\$
Shirts	Shirt, Red/White Striped	2XL	8	EA	\$
Shirts	Shirt, Red/White Striped	3XL	4	EA	\$
Shirts	Shirt, Red/White Striped	4XL	12	EA	\$
Shirts	Shirt, Orange/White Stripe	L	15	EA	\$
Tennis Shoes	Shoe, Black Super Bob Velcro Wide With non Metal loop holes	10	40	PR	\$
Tennis Shoes	Shoe, Black Super Bob Velcro Wide With non Metal loop holes	11	150	PR	\$
Tennis Shoes	Shoe, Black Super Bob Velcro Wide With non Metal loop holes	12	46	PR	\$
Tennis Shoes	Shoe, Black Super Bob Velcro Wide With non Metal loop holes	13	25	PR	\$
Tennis Shoes	Shoe, Black Super Bob Velcro Wide With non Metal loop holes	14	25	PR	\$
Tennis Shoes	Shoe, Black Super Bob Velcro Wide With non Metal loop holes	6	50	PR	\$
Tennis Shoes	Shoe, Black Super Bob Velcro Wide With non Metal loop holes	7	25	PR	\$
Tennis Shoes	Shoe, Black Super Bob Velcro Wide With non Metal loop holes	8	0		\$
Tennis Shoes	Shoe, Black Super Bob Velcro Wide With non Metal loop holes	9	40	PR	\$
Step In Shoes	Shoe, Men's Black Canvas Step-In	5	25	PR	\$
Step In Shoes	Shoe, Men's Black Canvas Step-In	6			\$
Step In Shoes	Shoe, Men's Black Canvas Step-In	7	6	PR	\$
Step In Shoes	Shoe, Men's Black Canvas Step-In	8			\$
Step In Shoes	Shoe, Men's Black Canvas Step-In	9	36	PR	\$
Soap	Soap, BobBarker wrapped #1.25	N/A	150	C500	\$
Socks	Sock, Crew White	9-12	200	D12	\$
Big Foot Socks	Sock, Crew, White	13-16	50	D12	\$

Product Name	Description	Size	Estimated Usage	UM	Price
Thermal Tops	Natural-Cotton Poly BBlend Thermal Unisex Top	L	1	D12	\$
Thermal Tops	Natural-Cotton Poly BBlend Thermal Unisex Top	2XL	10	D12	\$
Thermal Tops	Natural-Cotton Poly BBlend Thermal Unisex Top	3XL	10	D12	\$
Thermal Tops	Natural-Cotton Poly BBlend Thermal Unisex Top	4XL	1	D12	\$
Thermal Tops	Natural-Cotton Poly BBlend Thermal Unisex Top	5XL	5	D12	\$
Thermal Tops	Natural-Cotton Poly BBlend Thermal Unisex Top	XL	15	D12	\$
Trousers	Trousers, Khaki TriStitch	3XL	150	EA	\$
Trousers	Trousers, Khaki TriStitch	L	300	EA	\$
Trousers	Trousers, Khaki TriStitch	XL	138	EA	\$
Trousers	Trousers, Khaki TriStitch	2XL	125	EA	\$
UM Colum Key					
EA=Each					
D=Dozen					
PR=Pair					
C=Case					
Prices must include shipping charges					
Stencil is included on Clothing items					
Shirt colors are as follows:					
Solid Colors- Pink, Khaki, Orange, Blue, Yellow, Rd					
Striped Colors- Blue/White, Orange\White, Yellow\White, Green\White, Red\White,					
Sizes will vary from Med to 10 Xlg in clothing items					
Orders will be placed as needed. Vendors will have seven (7) days from the date the order is placed for delivery.					
Prices will be firm through June 30, 2017					
Company Name: _____					
Signature: _____					
Printed Name: _____					
Date: _____					
Email Address: _____					