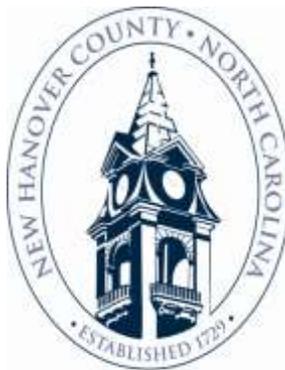


# NEW HANOVER COUNTY

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

**Barbara D. McClure, CPA**  
Deputy Chief Financial Officer

**Martha Wayne, CPA**  
Deputy Chief Financial Officer

November 14, 2016

New Hanover County Sheriff's Office is soliciting quotes for certain janitorial supplies for their department. Prices shall be good from date of quote through June 30, 2017.

The deadline for submitting your quote is 5 p.m. Monday, November 21, 2016. Questions concerning this request should be sent to Lena Butler at the email address listed below. You may send your quote via:

Email to: llbutler@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

All goods shall be delivered **FOB DESTINATION within five (5) business days after receipt of order.**

Please ensure that your **quote includes the price of delivery.**

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.

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Website: [www.nhcgov.com](http://www.nhcgov.com)

**Professionalism | Integrity | Innovation | Stewardship | Accountability**

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.

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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.

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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.

### INFORMAL BID REQUEST

Item	Size	Description	Amount Per Box/Case	Estimated Usage	Vendor Pricing	Comments
Gloves	Medium	Blue/Nitrile Powder Free/4.0 MI	100 Per Box 10 Boxes Per Case	11 Cases Per Month		
Gloves	X-Large	Blue/Nitrile Powder Free/4.0 MI	100 Per Box 10 Boxes Per Case	16 Cases Per Month		
Gloves	3X Large	Blue/Nitrile Powder Free/4.0 MI	100 Per Box 10 Boxes Per Case	3 Cases Per Month		
Gloves	Large	Black/Nitrile Powder Free/4.0 MI	100 Per Box 10 Boxes Per Case	1 Case Per Month		
Paper Towels	800 Ft. Per Roll	Paper/HT/Roll Natural(Brown)/ECODouble roll dispenser	6 Rolls Per Case	20 Cases Per Month		State if dispenser is proprietary and if there is a cost to install them.
Paper Towels	800 Ft. Per Roll	Paper/HT/Roll White/Nat/Double roll dispenser	6 Rolls Per Case	10 Cases Per Month		State if dispenser is proprietary and if there is a cost to install them.
Toilet Paper	NA	2 PLY 500 Sheets Per Roll 3"x 4.2" per sheet	96 Rolls Per Case	60 Cases Per Month		Only 2 ply accepted, state sheets per roll and size of sheets
Trash Bags	7-10 Gallon	24x24 / 7 Mil /Clear	1000 Per Case	10 Cases Per Month		
Trash Bags	20-30 Gallon	30x37 / 3 Mil / Clear	500 Per Case	20 Cases Per Month		
Trash Bags	40-45 Gallon	40 x48 /Clear/22 MIC/3 Mil	250 Per Case	25 Cases Per Month		

Trash Bags	40-45 Gallon	40x46/Blk/1.5 Mil	100 Per Case	10 Cases Per Month		
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Orders will be placed as needed. Vendors will have five (5) days from the date the order is placed for delivery.  
Prices will be firm through June 30, 2017

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_