



**Robert A. Ficano  
County Executive**

**SOLICITATION FOR QUOTES  
FOR  
TOWELS  
NO. 66746**

**SMALL BUSINESS ENTERPRISE OPPORTUNITY**

Issue Date: November 4, 2009

Quote Deadline: November, 18, 2009 at 4:00 PM Local Time  
Charter County of Wayne  
Purchasing Division  
600 Randolph, Room 146  
Detroit, Michigan 48226

Purchasing Contact: Lynn M. Lesnick, CPPB,  
Purchasing Agent  
Phone: (313) 224-7708  
Fax: (313) 224-5182

**DESCRIPTION:** Quotes are being solicited for white cotton towels to be delivered as needed for a one (1) year period.

**Fax the entire completed Quote Package to the fax number above by the Quote Deadline above.**

**This opportunity is open only to certified Small Business Enterprise firms  
as certified by the Wayne County Human Relations Division.**

## **SPECIFICATIONS/SCOPE OF WORK**

- 1) **MINIMUM QUALIFICATIONS:** Respondents will be deemed nonresponsible and rejected without any further evaluation if they do not meet the following qualifications:
  - a) Must have Wayne County Small Business Enterprise Certification at the time quote is submitted.  
(Copy of certificate to be attached to quote.)
  
- 2) **SCOPE OF SERVICES:**
  - a) Deliver towels upon demand to two locations:  
  
A.C. Baird Detention facility  
570 Clinton Street  
Detroit, MI 48226  
  
Dickerson Detention facility  
3501 Hamtramck Drive  
Hamtramck, MI 48211
  
- 3) **SPECIFICATIONS**
  - a) White Cotton
  - b) Size 24 x 48
  - c) 8 lb weight

## SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

1. **COUNTY-BASED ENTERPRISE (AND OTHER) ADVANTAGE PROGRAMS:** Wayne County administers a program that gives a pricing advantage to businesses located within Wayne County that are County-Based Enterprises (CBE). Additional advantage is also given if the business is located within the 10 Targeted Growth Communities within Wayne County (Detroit, Ecorse, Hamtramck, Highland Park, Inkster, Melvindale, River Rouge, Romulus, Sumpter Township, and Taylor). The County shall apply credit up to 5% to bids submitted by certified County-Based Enterprises and 2% for TGCE. Wayne County also administers a Small Business program, an expanding business program, a Joint Venture program and a Mentor Venter program. To receive the applicable credit for any program, the Bidder and all first tier subcontractors must submit their certificates with the bid. If you are not certified, contact the office of Human Relations at (313) 224-5021, or visit the County's website, [www.waynecounty.com](http://www.waynecounty.com).
2. **ESTIMATED QUANTITIES:** The quantities shown are estimates only and the County reserves the right to increase or decrease amounts as circumstances may require.
3. **CONTRACT TERM:** The contract is for a term of one (1) year, effective upon award.
4. **EQUALS:** Bids submitted as alternates, as "equals," or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted with an attachment referencing the specific paragraph numbers and adequately defining the exception submitted. If no exceptions are taken, the County will expect and require complete compliance with the brands, specifications and conditions of purchase. The County has the sole right to determine what constitutes an equal.

## TERMS AND CONDITIONS OF AGREEMENT

- 1) **Deadline:** All quotes received by the deadline stated will be considered for award. The County may, at its sole discretion, accept or reject quotes received after the stated deadline, but before an award decision is made. For this reason, quotes will only be made public when an award decision is made. Quotes submitted after an award decision is made will be rejected.
- 2) **Assignment/Transfer:** Assignment or transfer of this contract without written consent of Wayne County may be construed by the County as a breach of contract sufficient to cancel this agreement at the discretion of the County.
- 3) **Inspection:** All goods and services shall be subject to inspection and approval by Purchaser at all reasonable times including inspection during manufacture. Inspection and approval by Purchaser at Seller's plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by Purchaser shall be promptly repaired or replaced at Seller's expense. Any and all costs incurred by Purchaser in connection with the return of goods rejected by Purchaser as defective shall be at Seller's risk and expense.
- 4) **Risk of Loss:** Regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release Seller from any obligation hereunder.
- 5) **Warranty:** Seller warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications and samples. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Seller and Purchaser agree that this order does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
- 6) **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Seller when submitting invoice for payment.
- 7) **Invoices:** Invoices for Goods must be submitted on date of complete shipment. Invoices for Services must be submitted within 45 days after completion of Services. Payment will be delayed if the invoice fails to reference PO number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the PO.
- 8) **IRS Form W-9:** Seller must have on file with the County an IRS Form W-9 before Purchaser will issue any payment to Seller.
- 9) **Compliance with Laws:** Seller represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations and the Occupational Safety and Health Acts.
- 10) **Amendments:** No amendment, modification or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of the parties.
- 11) **Termination:** When in the County's best interest, County may unilaterally cancel this agreement at any time, whether or not Seller is in default of any of its obligations hereunder. Under any such cancellation, Seller agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the County agrees that Seller shall be paid for items and/or services already accepted by County, but in no event shall the County be liable for any loss of profits on the

order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.

- 12) **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
- 13) **Complete Agreement:** The parties agree that the conditions of purchase stated herein and the quote submitted in response to this document set forth their entire agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the Purchaser and Seller or terms and conditions of sales set forth in the Seller's quotation or order or sales acknowledgment shall not constitute a part of the agreement between the Purchaser and Seller concerning this purchase. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 14) **Liability and Indemnity:** Contractor agrees to protect, defend, reimburse, indemnify and hold the County, its Commissioners, officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whosoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when County is solely at fault.
- 15) **Records:** The County reserves the right to inspect all vendor documents relating to this agreement for up to three (3) years after expiration.
- 16) **Insurance:** Contractor, at its own expense and in its own name, must provide and keep in force during the term of this Agreement, the following insurance coverages, provided by a company(s) licensed to conduct business in the State of Michigan, acceptable to County, with limits not less than indicated for the respective items or as otherwise agreed..
- a) **WORKER'S COMPENSATION AND OCCUPATIONAL DISEASE INSURANCE, INCLUDING Employer's Liability Insurance,** complying with the laws of the State in which the work is to be performed or elsewhere as may be required. Employer's Liability Insurance shall be provided with all limits that are not less than \$500,000.
  - b) **COMPREHENSIVE GENERAL LIABILITY INSURANCE,** including Contractual Liability and Products-Completed Operations Liability as well as coverage on all Contractor's equipment (other than motor vehicles licensed for highway use) owned, hired or used in performance of this contract with limits of not less than \$1,000,000 for Bodily Injury and Property Damage combined, for each occurrence and in the aggregate.
  - c) If performance of this contract requires use of motor vehicles licensed for highway use, Contractor shall also provide, **AUTOMOBILE LIABILITY INSURANCE,** including Contractual Liability concerning all motor vehicles owned, hired or used in the performance of this contract, with limits of not less than \$1,000,000 for Bodily Injury & Property Damage combined, for each occurrence, and in the aggregate. Should County so request, Contractor shall supply certificates evidencing coverage of such insurance during the term of this contract listing County as an additional insured and providing 30 days advance notice of cancellation to County.

## ETHICS IN CONTRACTING VENDOR FORM

### (DISCLOSURE OF RELATIONSHIPS WITH COUNTY CONTRACT MANAGERS BY OWNERS AND OFFICERS OF BUSINESS SUBMITTING QUOTE)

- This form must be completed by a person holding a key position in the business, such as, an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this bid or response or in performing the contract if the County awards it to your business.
- Please fill out this form to the best of your knowledge and belief.
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Division at (313) 224-5151.
- You are not required to question family members beyond what you already know of their affairs.
- Submit this form with your quote/bid/proposal. A copy will be kept on file by the County Clerk & the Purchasing Director.
- If you fail to fully disclose the required information below, the County may terminate your contract if your business is awarded one.

1. Are you an immediate family member of a County employee?     YES     NO

If Yes:    Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Department: \_\_\_\_\_ Title: \_\_\_\_\_

2. Without any further inquiry, are you aware if your business has employed an immediate family member of a County employee within the previous twelve (12) months? ?     YES     NO

If Yes:    Name: \_\_\_\_\_

Department: \_\_\_\_\_ Title: \_\_\_\_\_

3. Without any further inquiry, are you aware if your business has discussed hiring an immediate family member of a contract manager within the past twelve (12) months? ?     YES     NO

If Yes:    Name of Contract Manager: \_\_\_\_\_

Department: \_\_\_\_\_ Title: \_\_\_\_\_

4. Do you and a contract manager each have a substantial financial interest in one or more of the same business ventures?     YES     NO

If Yes:    Name of Contract Manager: \_\_\_\_\_

Department: \_\_\_\_\_ Title: \_\_\_\_\_

## ETHICS CERTIFICATION

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form.

Name (Please Print): \_\_\_\_\_

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

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

Company Tax ID #: \_\_\_\_\_

## ETHICS DEFINITIONS

### **Contract Manager**

An elected or appointed Wayne County official identified as having significant discretion over County contracts.

### **Immediate Family**

Your spouse, children, parents, brothers and sisters.

### **Substantial Financial Interest**

- Ownership of any interest or involvement in any relationship, which results in the receipt of \$500 or more per year. Exceptions: Market-rate from a financial institution; income from the ownership of less than \$10,000 of stocks and bonds traded on the national stock exchanges.
- Holding a key position in a business such as officer, director, trustee, partner or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.

## QUOTE FORM

**This opportunity is open only to Small Business Enterprise firms  
as certified by the Wayne County Human Relations Division.**

**BID PRICE:** This project is to be performed for the County. Review the Specifications/Scope of Work and provide a not to exceed fee that is inclusive of all expenses

<u>QTY</u>	<u>UM</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
40,000	each	White cotton towels	\$ _____ ea	\$ _____

**Small Business Enterprise (and Other) Certificates:** Attach a copy of your unexpired Small Business Enterprise (SBE) certificate (and/or other County program certificates if one exists) otherwise it will not be considered during price evaluation. Failure to attach an unexpired SBE certificate will result in your quote being rejected.

**Terms:** Discount of \_\_\_\_\_% for payment of invoice within 30 days from date of delivery and acceptance of materials or services and vendor's invoice.

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**OBLIGATION:**

The undersigned, by submission of this Quote Form, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the County, in accordance with the entire contents of this document, together with any written addenda.

**COMPLIANCE:**

By submission of this quote, Respondent certifies, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Federal Tax ID Number

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Fax #