

**THE RETIREMENT SYSTEMS  
OF ALABAMA**

**INVITATION TO BID**

**For:**  
Uniform Cleaning Service

**Agency Contact:**  
**Edward Davis (334) 517-7130**

**Invitation to Bid No.: 19-001**

**Mandatory Pre-bid Conference:**

**DATE: N/A TIME:**

**Bids Must be Received Before:**

**DATE: October 22, 2018 TIME: 4:00 PM**

**Bids Will be Publicly Opened**

**DATE: October 23, 2018 TIME: 10:00 AM**

**TO BE COMPLETED BY VENDOR**

INFORMATION IN THIS SECTION SHOULD BE PROVIDED AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

- 1) DELIVERY: CAN BE MADE \_\_\_\_\_ DAYS AFTER RECEIPT OF ORDER.
- 2) TERMS: \_\_\_\_\_ (DISCOUNTS WILL BE CONSIDERED IN THE BID EVALUATION AND WILL BE TAKEN WITHOUT REGARD TO DATE OF PAYMENT).
- 3) PRICES VALID FOR ACCEPTANCE WITHIN \_\_\_\_\_ DAYS.
- 4) VENDOR'S QUOTATION REFERENCE NUMBER, IF ANY: \_\_\_\_\_ (THIS NUMBER WILL APPEAR ON PURCHASE ORDER)
- 5) FEDERAL EMPLOYER ID. NO. (IF NO FEIN, ENTER SSN) : \_\_\_\_\_
- 6) EMAIL: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

**RETURN INVITATION TO BID:**

**REGULAR MAIL**

RETIREMENT SYSTEMS OF ALABAMA  
P.O. BOX 302150  
MONTGOMERY, ALABAMA 36130-2150

**COURIER**

RETIREMENT SYSTEMS OF ALABAMA  
201 S. UNION STREET  
MONTGOMERY, ALABAMA 36104-4369

**SIGNATURE AND NOTARIZATION REQUIRED**

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

**Sworn to and subscribed  
before me this**

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_ NOTARY PUBLIC

\_\_\_\_ EXPIRATION

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
PHONE INCLUDING AREA CODE

\_\_\_\_\_  
AUTHORIZED SIGNATURE (INK)

\_\_\_\_\_  
TYPE / PRINT AUTHORIZED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
FAX NUMBER

## **BID RESPONSE INSTRUCTIONS**

- **READ ALL TERMS, CONDITIONS AND SPECIFICATIONS**
- Label your bid response envelope with the **BID NUMBER** and **OPENING DATE**. Bids not identified may be rejected.
- Submit your bid on time. **ALL LATE BIDS WILL BE REJECTED.** The Retirement Systems of Alabama assumes no responsibility for bid responses that are late due to the U.S. Postal Service, private courier service, or any other reason.
- **Bid responses must be signed and notarized.** Signatures must be original, hand-written.
- Bid pricing must be submitted on the attached **Price Sheet** without modification and must include all requested information.
- Any errors or corrections to a bid response must be initialed.
- **Delivery date may be considered a factor in determining an award.**
- Any questions or clarifications concerning this bid should be directed to Edward Davis at (334) 517-7130. Bidders should only consider written information provided by RSA Office Services when completing this bid.
- **STATE LAWS:** All bidders are responsible for compliance with all laws and Executive Orders and opinions of the Attorney General of Alabama before doing business with a State Agency.
- The Retirement Systems of Alabama is exempt from paying Federal Excise Tax, state and local sales tax.

**INVITATION TO BID  
19-001  
UNIFORM CLEANING SERVICES**

**PURPOSE**

The purpose of this Invitation to Bid (ITB) is to establish a 12-month agreement with a qualified vendor for uniform cleaning services for Retirement Systems of Alabama (RSA) employee uniforms. The initial term of the agreement shall be for 12 months. Up to four additional 12-month agreement periods may be entered into under the same specifications, pricing, terms and conditions if proposed in writing by the Retirement Systems of Alabama (RSA) and accepted by the Contractor. The successful bidder shall be required to execute, without modification, the “Agreement for Uniform Cleaning Services” accompanying this Invitation to Bid.

**BID OPENING**

Bids must be received no later than 4:00 PM **October 22, 2018**. Bids will be publicly opened **October 23, 2018 at 10:00 A.M.** in the 5th Floor Conference Room of the RSA Headquarters Building located at 201 South Union Street, Montgomery, Alabama 36104

**BID PRICING**

Bidders are requested to enter their bid pricing on the attached Price Sheet. All bid pricing shall be deemed to include all costs associated with providing the specified services. No additional charges shall be allowed. Pricing shall be firm for the initial term of the Agreement and any subsequent renewal periods.

**BID EVALUATION AND AWARD**

The bid will be awarded on an “all or none” basis to the lowest responsible bidder meeting all specifications, terms and conditions. The Retirement Systems of Alabama reserves the right to reject any or all bids and to waive any technical errors or discrepancies if, in their judgment, it would be in the best interest of RSA to waive such errors or discrepancies.

**INTENT TO AWARD**

The Retirement Systems of Alabama will issue an “Intent to Award” before a final award is made. The “Intent to Award” will continue for a period of five calendar days, after which a final award will be made. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1 (14).

**RESPONSIVE BIDDER**

In order to be considered responsive, bidders must follow bid response instructions and meet all bid specifications, terms and conditions. The attached Vendor Disclosure Statement must be completed and submitted with your bid.

## **E-VERIFY REQUIREMENTS**

In accordance with Act 2012-491, as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or a state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify Program.

The successful bidder will be required to submit a completed and notarized Certificate of Compliance as well a copy of their entire E-Verify Memorandum of Understanding (MOU) issued by the U.S. Department of Homeland Security.

## **SCOPE OF SERVICES**

1. Vendor shall launder and neatly press each garment.
2. Garments will be stain and wrinkle free. Garments with stains that cannot be removed should be tagged.
3. Regular work pants, work shirts, and smocks will be lightly starched.
4. Damaged or broken buttons and zippers will be repaired or replaced at no additional charge.
5. Each garment will be neatly placed on a hanger and labeled with the employee's name. Clothing shall be grouped by employee name for each facility.
6. Each Wednesday vendor will pick up soiled garments and will deliver clean garments at each RSA facility.
7. Vendor will provide each facility a record of soiled garments picked up and laundered garments delivered.
8. Vendor will invoice weekly in arrears per facility.
9. Vendor shall provide forms and instructions for documenting loss or damage claims.

## **QUANTITIES**

The figures in parenthesis on the Price Sheet reflect an **estimated** number of garments to be laundered on a **weekly** basis, with the exception of jackets, which are laundered once annually. **These numbers are provided as a reference only for bidders to prepare their bid response.** The RSA makes no guarantee as to the quantity of garments to be laundered as a result of this contract.

## **FACILITIES**

Service will be provided at the following RSA facilities:

Alabama Center for Commerce, 401 Adams Avenue  
Plaza Building, 770 Washington Avenue  
Tower Building, 201 Monroe Street  
Union Building, 100 N. Union Street  
Headquarters Building, 201 S. Union Street  
Landscape Office, 338 N. Jackson Street  
CJC, 301 S. Ripley Street  
Dexter Avenue Building, 445 Dexter Avenue

**INVITATION TO BID  
19-001  
UNIFORM CLEANING SERVICES**

**PRICE SHEET**

Pants, regular (130)	\$ _____ ea.
Pants, cargo (40)	\$ _____ ea.
Smocks (45)	\$ _____ ea.
Work shirts (85)	\$ _____ ea.
Jackets (6)	\$ _____ ea.

The figures in parenthesis reflect an **estimated** number of garments to be laundered on a **weekly** basis, with the exception of jackets, which are laundered once annually. **These numbers are provided as a reference only for bidders to prepare their bid response.** The RSA makes no guarantee as to the quantity of garments to be laundered as a result of this contract.

**RSA AGREEMENT  
For  
UNIFORM CLEANING SERVICE**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20, between (**CONTRACTOR**) hereafter referred to as “Contractor”, and the Teachers’ Retirement Systems of Alabama and the Employees’ Retirement Systems of Alabama, hereafter referred to collectively as the “Retirement Systems of Alabama” or “RSA”, for \*SERVICE\* at Retirement Systems of Alabama facilities listed in **Invitation to Bid #19-001**, and in accordance with all specifications, terms and conditions contained therein.

**AGREEMENT PERIOD**

The initial term of the Agreement shall be from **December 16, 2018 through December 15, 2019**. Up to four additional (12) month agreement periods may be entered into under the same specifications, terms and conditions if proposed in writing by RSA and accepted in writing by Contractor. In the event that RSA elects to renew the Agreement for an additional twelve (12) month period, the Contractor will be notified in writing at least sixty (60) calendar days prior to the commencement of the additional period involved, and the Contractor will accept or reject, in writing, said extension within fourteen (14) calendar days after receipt of said notice. Contractor agrees that the Retirement Systems of Alabama shall not be under any obligation to extend this Agreement beyond the initial twelve month term.

**GENERAL CONDITIONS**

The Contractor agrees to perform all services specified in Invitation to Bid #19-001, and any and all addenda and/or supporting documents to said Invitation to Bid #19-001, in accordance with the bid specifications, for the prices quoted by Contractor in Schedule “A” of this Agreement.

## **CONTRACTOR STATUS**

It is understood that Contractor is an independent contractor and neither it nor its employees or agents shall be considered employees of the State of Alabama entitled to State of Alabama Merit System benefits.

## **APPLICABLE LAW**

The laws of the State of Alabama shall govern the interpretation and performance of this Agreement. Matters governing the terms and conditions of employment of the employees of the Contractor are entirely within the cognizance of Contractor. The Retirement Systems of Alabama shall have no right to control any of the actions of the employees of the Contractor, except as provided herein. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Contractor warrants that it will comply with all applicable federal, state, and local laws, ordinances, orders, codes, and rulings governing equal employment opportunity, and further warrants that it will comply with such directives in all matters of employee health, safety and payment of wages and salaries.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

### **E-VERIFY**

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

### **FORCE MAJEURE**

Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, riots, acts of war, acts of terrorism, governmental regulations superimposed after the act, earthquakes, or other causes beyond the reasonable control of such party. In the event of any occurrence, which a party considers may cause a delay or failure of performance, such party shall promptly notify the other party in writing. Upon receipt of such written notice, the recipient shall have the option to terminate the Agreement in accordance with the guidelines set forth below in "TERMINATION", or to continue the Agreement once the impediments to performance have been removed.

### **NONWAIVER**

During the term of this Agreement, any failure of the Retirement Systems of Alabama to discover or reject unacceptable work or work performed not in accordance with the



specifications, terms and conditions of the Agreement, shall not be deemed an acceptance thereof, nor a waiver of the Retirement Systems of Alabama's right to a proper execution of the Agreement or any part of it by Contractor.

## **SEVERABILITY**

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the laws of the jurisdiction governing the entire Agreement, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such provisions had never been contained herein.

## **SUCCESSORS AND ASSIGNS**

Contractor shall not assign the Agreement or any interest herein or any monies due or to become due hereunder in violation of the Code of Alabama, Section 41-16-29. The Retirement Systems of Alabama and any of its successors and assignees reserve the unconditional right to assign any or all of its rights, title, interest or obligations in and to this Agreement for any or all locations covered by this Agreement to any agencies or associated or affiliated governmental bodies. Upon the effective date of any such assignment, the assignor shall be released from all rights, titles, interests and obligations under that portion of the Agreement assigned and the assignee shall assume all such rights, titles, interests and obligations.

## **SUBCONTRACTING**

The awarded bidder shall be solely responsible to provide all items and services specified within Invitation to Bid 19-001. The awarded bidder agrees that no portion of the services shall be subcontracted without written approval of the Retirement Systems of Alabama. If the awarded bidder requests approval to subcontract any services specified herein, and approval is granted by the Retirement Systems of Alabama, such subcontracting shall not be construed as to release the awarded bidder from any obligation or responsibility under the specifications, terms, and conditions of the

Invitation to Bid, nor diminish or modify any of its obligations stated herein. It shall be the responsibility of the awarded bidder to negotiate with its subcontractor for remuneration for warranty services provided by subcontractor. The awarded bidder shall absorb all charges by subcontractor for any and all services provided to the Retirement Systems of Alabama under the terms and conditions of ITB 19-001

## **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Retirement Systems of Alabama, its administrators, officers, employees and agents, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance or non-performance of the services under this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described in this text. The Contractor shall save harmless Retirement Systems of Alabama, its administrators, officers, employees and agents, from and indemnify it and them against all claims, liens, and suits for labor and material furnished by the Contractor. The Contractor shall defend on behalf of Retirement Systems of Alabama, its administrators, officers, employees and agents, and suits jointly against the Contractor and Retirement Systems of Alabama against Retirement Systems of Alabama alone, or against any administrator, officer, employee or agent of Retirement Systems of Alabama, for or arising out of any or all of the aforesaid causes. All claims against the State of Alabama or Retirement Systems of Alabama, or any of its administrators, officers, employees or agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, or any subcontractor under worker's compensation acts, disability benefits acts or other employee benefit acts.

## **PERMITS, LICENSES AND FEES**

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the services. All cost therefore shall be deemed to be included in the prices listed in **Schedule "A"** of this Agreement.

## **COMPLIANCE**

In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

The Contractor shall provide equal opportunity to all employees and applicants for employment without regard to race, color, religion, creed, sex, sexual orientation, national origin, ancestry, age, mental or physical disability, pregnancy, alienage or citizenship status, marital status or domestic partner status, genetic information, genetic predisposition or carrier status, gender identity, military status, and any other category protected by law in all employment decisions.

## **TERMINATION**

Retirement Systems of Alabama shall have the right, at its sole option and discretion, to terminate this Agreement at any time without any default on the part of the Contractor, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of termination. Retirement Systems of Alabama shall have the right to terminate this Agreement immediately by written notice to the Contractor if the Contractor fails to execute the services promptly and to Retirement Systems of Alabama's satisfaction, or fails to perform any obligation imposed by any provision of this Agreement. The Contractor, at its sole option and discretion, shall have the right to terminate this Agreement at any time by giving written notice to Retirement Systems of Alabama at least sixty (60) calendar days prior to the effective date of termination.

## **DISCLOSURE OF INFORMATION**

Contractor agrees that it will not, during or after the term of this Agreement, disclose any proprietary information or confidential business information of the Retirement Systems of Alabama and/or the State of Alabama, including but not limited to its costs, charges, operation procedures, methods of doing business, or correspondence to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the Retirement Systems of Alabama. Such confidential or proprietary information received by the Contractor shall be used by it exclusively in connection with the performance of the services.

## **PARKING**

Retirement Systems of Alabama shall provide no parking space for the employees of the Contractor while employees are performing the services.

## **CONTRACTOR'S ACCESS**

Access routes, entrance doors or gates, parking and storage areas, etc., and any imposed time limitations, shall be designated by the RSA Building Managers. Contractor shall conduct its operations in strict observance of the access routes and other areas established as described above. Contractor's employees shall not use the public elevators in the RSA facilities while performing the services. Contractor's employees shall only use the service elevator(s) in the performance of the services. Contractor will be responsible for any damage or dirtying of public elevators if utilized by Contractor's employees in violation of this restriction.

## **BILLING**

ATTN: Heather Smith  
RSA Building Expense Fund  
P O Box 302150  
Montgomery, Alabama 36130-2150

**RSA AGREEMENT  
For  
UNIFORM CLEANING SERVICE**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their authorized representatives.

**FOR RETIREMENT SYSTEMS OF ALABAMA**

**BY:** \_\_\_\_\_

David G. Bronner

**TITLE:** Chief Executive Officer

**DATE:** \_\_\_\_\_

**REVIEWED BY:** \_\_\_\_\_

Legal Counsel

**FOR (CONTRACTOR)**

**SIGNATURE:** \_\_\_\_\_

**PRINT:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**DATE:** \_\_\_\_\_

# Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM:

ADDRESS:

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD:

Retirement Systems of Alabama

ADDRESS:

201 S. Union Street, Montgomery, AL 36104

334-517-7130

CITY, STATE, ZIP

TELEPHONE NUMBER:

This form is provided with:

Contract  Proposal  Request for Proposal  Invitation to Bid  Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes  No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

State Agency/Department	Type of Goods/Services	Amount Received

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes  No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

State Agency/Department	Date Grant Awarded	Amount of Grant

**1.** List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Public Official/Employee	Address	State Department/Agency

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Family member	Address	Name of Public Official/ Public Employee	State Department/ Agency Where Employed

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

Name of Paid Consultant/Lobbyist	Address

***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.***

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

\_\_\_\_\_  
Notary's Signature Date Date Notary Expires

*Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*