Request for Bids

CONTACTS

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<thead>
<tr>
<th>Contact</th>
<th>Name</th>
<th>E-mail</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requestor</td>
<td>Shanon McWhorter</td>
<td><a href="mailto:Shanon.McWhorter@rsa-al.gov">Shanon.McWhorter@rsa-al.gov</a></td>
<td>334-517-7131</td>
</tr>
<tr>
<td>Issuer</td>
<td>Katelen Allen</td>
<td><a href="mailto:katelen.allen@rsa-al.gov">katelen.allen@rsa-al.gov</a></td>
<td>334-517-7130</td>
</tr>
<tr>
<td>Buyer</td>
<td>Shanon McWhorter</td>
<td><a href="mailto:Shanon.McWhorter@rsa-al.gov">Shanon.McWhorter@rsa-al.gov</a></td>
<td>334-517-7131</td>
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</table>

Bids will be accepted from: 07/23/19 to: 08/13/19 4:30 PM

Bids will be opened: 8/14/19 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 or _______ weeks after receipt of order.
2. Terms: ____________ (Discounts are 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 the purchase order.)
5. E-mail address: ____________________________ Internet Website: ___________________________________
6. General Contractor's License No: ________________________ Type of G.C. License: ________________________

Return invitation to bid:

Regular Mail
Retirement Systems of Alabama
Director of Office Services
P.O. Box 302150
Montgomery, AL 36130-2150

Courier
Retirement Systems of Alabama
Director of Office Services
201 S. Union St
Montgomery, AL 36104

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 _______________

______________________________
Notary Public

______________________________
Term Expiration:

______________________________
Mail Address

______________________________
Phone Including Area Code

VSS Vendor Number

______________________________
Authorized Signature (Ink)

______________________________
Company Name

______________________________
Type/Print Authorized Name

______________________________
Title

______________________________
City, State, Zip

______________________________
Toll Free Number

______________________________
Fax Number
### Commodity Information

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**Extended Description:**
2020 ERS Retired Local Employee Ballot and Reballot for Regular, Runoff & Special Elections

**Forms Printing, Not Continuous**

### Shipping and Billing

**Shipping**
RETIREMENT SYSTEMS OF ALABAMA
DIRECTOR OF OFFICE SERVICES
201 S UNION ST
MONTGOMERY, AL 36104
USA

**Billing**
RETIREMENT SYSTEMS OF ALABAMA
ACCOUNTING
PO BOX 302150
MONTGOMERY, AL 36130-2150
USA

**Delivery Date:**

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### Commodity Information

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**Extended Description:**
2021 ERS Retired State Employee Ballot and Reballot for Regular, Runoff & Special Elections

**Forms Printing, Not Continuous**

### Shipping and Billing

**Shipping**
RETIREMENT SYSTEMS OF ALABAMA
DIRECTOR OF OFFICE SERVICES
201 S UNION ST
MONTGOMERY, AL 36104
USA

**Billing**
RETIREMENT SYSTEMS OF ALABAMA
ACCOUNTING
PO BOX 302150
MONTGOMERY, AL 36130-2150
USA

**Delivery Date:**

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### Commodity Information

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**Extended Description:**

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**Extended Description:**

2022 ERS STATE EMPLOYEE #1 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

---

## SHIPPING AND BILLING

**Shipping**

RETIREMENT SYSTEMS OF ALABAMA  
DIRECTOR OF OFFICE SERVICES  
201 S UNION ST  
MONTGOMERY, AL 36104  
USA

**Delivery Date:**

---

**Billing**

RETIREMENT SYSTEMS OF ALABAMA  
ACCOUNTING  
PO BOX 302150  
MONTGOMERY, AL 36130-2150  
USA

**Delivery Type:**

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## COMMODITY INFORMATION

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**Preferred Vendor: ___**

**Extended Description:**

2022 ERS LOCAL EMPLOYEE #1 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

---

## SHIPPING AND BILLING

**Shipping**

RETIREMENT SYSTEMS OF ALABAMA  
DIRECTOR OF OFFICE SERVICES  
201 S UNION ST  
MONTGOMERY, AL 36104  
USA

**Delivery Date:**

---

**Billing**

RETIREMENT SYSTEMS OF ALABAMA  
ACCOUNTING  
PO BOX 302150  
MONTGOMERY, AL 36130-2150  
USA

**Delivery Type:**

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2023 ERS STATE EMPLOYEE #2 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

**SHIPPING AND BILLING**

**Shipping**
RETIREMENT SYSTEMS OF ALABAMA
DIRECTOR OF OFFICE SERVICES
201 S UNION ST
MONTGOMERY, AL 36104
USA

Delivery Date:

**Billing**
RETIREMENT SYSTEMS OF ALABAMA
ACCOUNTING
PO BOX 302150
MONTGOMERY, AL 36130-2150
USA

Delivery Type:

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**COMMODITY INFORMATION**

Group: 1 Default  Line: 6  Line Type: Item
Commodity Code: 96636  Quantity: 52500.00000
Commodity Description: Forms Printing, Not Continuous  Unit: Each
Extended Amount:
Preferred Vendor: ___
Extended Description:

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2023 ERS LOCAL EMPLOYEE #2 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

**SHIPPING AND BILLING**

**Shipping**
RETIREMENT SYSTEMS OF ALABAMA
DIRECTOR OF OFFICE SERVICES
201 S UNION ST
MONTGOMERY, AL 36104
USA

Delivery Date:

**Billing**
RETIREMENT SYSTEMS OF ALABAMA
ACCOUNTING
PO BOX 302150
MONTGOMERY, AL 36130-2150
USA

Delivery Type:

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**COMMODITY INFORMATION**

Group: 1 Default  Line: 7  Line Type: Item
Commodity Code: 96636  Quantity: 23500.00000
Commodity Description: Forms Printing, Not Continuous  Unit: Each
Extended Amount:
Preferred Vendor: ___
Extended Description:

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2023 ERS RETIRED LOCAL EMPLOYEE BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

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2024 ERS RETIRED STATE EMPLOYEE BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

2019 TRS RETIRED #2 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous
COMMODITY INFORMATION

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Commodity Description: Forms Printing, Not Continuous  Unit: Each
Extended Amount:  Unit Price:
Preferred Vendor: ___

Extended Description:
2019 TRS SUPERINTENDENT BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

SHIPPING AND BILLING

Shipping
RETIREMENT SYSTEMS OF ALABAMA
DIRECTOR OF OFFICE SERVICES
201 S UNION ST
MONTGOMERY, AL 36104
USA

Billing
RETIREMENT SYSTEMS OF ALABAMA
ACCOUNTING
PO BOX 302150
MONTGOMERY, AL 36130-2150
USA

Delivery Date:  Delivery Type:

COMMODITY INFORMATION

Group: 1 Default  Line: 11  Line Type: Item
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Commodity Description: Forms Printing, Not Continuous  Unit: Each
Preferred Vendor: ___

Extended Description:
2020 TRS TEACHER #3 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

SHIPPING AND BILLING

Shipping
RETIREMENT SYSTEMS OF ALABAMA
DIRECTOR OF OFFICE SERVICES
201 S UNION ST
MONTGOMERY, AL 36104
USA

Billing
RETIREMENT SYSTEMS OF ALABAMA
ACCOUNTING
PO BOX 302150
MONTGOMERY, AL 36130-2150
USA

Delivery Date:  Delivery Type:
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### SHIPPING AND BILLING

**Shipping**
RETIREMENT SYSTEMS OF ALABAMA
DIRECTOR OF OFFICE SERVICES
201 S UNION ST
MONTGOMERY, AL 36104
USA

**Billing**
RETIREMENT SYSTEMS OF ALABAMA
ACCOUNTING
PO BOX 302150
MONTGOMERY, AL 36130-2150
USA

Delivery Date: |
Delivery Type: |
2020 TRS HIGHER EDUCATION #2 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

**SHIPPING AND BILLING**

**Shipping**
RETIREMENT SYSTEMS OF ALABAMA  
DIRECTOR OF OFFICE SERVICES  
201 S UNION ST  
MONTGOMERY, AL 36104  
USA

Delivery Date:  
Delivery Type:

**Billing**
RETIREMENT SYSTEMS OF ALABAMA  
ACCOUNTING  
PO BOX 302150  
MONTGOMERY, AL 36130-2150  
USA

**COMMODITY INFORMATION**

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Preferred Vendor:  
Extended Description:

2021 TRS TEACHER #1 AND TEACHER #2 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

**SHIPPING AND BILLING**

**Shipping**
RETIREMENT SYSTEMS OF ALABAMA  
DIRECTOR OF OFFICE SERVICES  
201 S UNION ST  
MONTGOMERY, AL 36104  
USA

Delivery Date:  
Delivery Type:

**Billing**
RETIREMENT SYSTEMS OF ALABAMA  
ACCOUNTING  
PO BOX 302150  
MONTGOMERY, AL 36130-2150  
USA

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Preferred Vendor:  
Extended Description:
2021 TRS SUPPORT PERSONNEL #1 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

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**SHIPPING AND BILLING**

**Shipping**
- RETIREMENT SYSTEMS OF ALABAMA
- DIRECTOR OF OFFICE SERVICES
- 201 S UNION ST
- MONTGOMERY, AL 36104
- USA

**Billing**
- RETIREMENT SYSTEMS OF ALABAMA
- ACCOUNTING
- PO BOX 302150
- MONTGOMERY, AL 36130-2150
- USA

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Forms Printing, Not Continuous

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**SHIPPING AND BILLING**

**Shipping**
- RETIREMENT SYSTEMS OF ALABAMA
- DIRECTOR OF OFFICE SERVICES
- 201 S UNION ST
- MONTGOMERY, AL 36104
- USA

**Billing**
- RETIREMENT SYSTEMS OF ALABAMA
- ACCOUNTING
- PO BOX 302150
- MONTGOMERY, AL 36130-2150
- USA

**COMMODITY INFORMATION**

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Forms Printing, Not Continuous
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**Preferred Vendor:** ___

**Extended Description:**

- 2021 TRS HIGHER EDUCATION #1 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS
- Forms Printing, Not Continuous

- 2022 TRS RETIRED #2 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS
- Forms Printing, Not Continuous
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Extended Description:

2022 TRS SUPERINTENDENT BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

### SHIPPING AND BILLING

**Shipping**

| RETIREMENT SYSTEMS OF ALABAMA |
| DIRECTOR OF OFFICE SERVICES |
| 201 S UNION ST |
| MONTGOMERY, AL 36104 |
| USA |

**Billing**

| RETIREMENT SYSTEMS OF ALABAMA |
| ACCOUNTING |
| PO BOX 302150 |
| MONTGOMERY, AL 36130-2150 |
| USA |

Delivery Date: 

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Preferred Vendor: 

Extended Description:

2023 TRS TEACHER #3 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

### SHIPPING AND BILLING

**Shipping**

| RETIREMENT SYSTEMS OF ALABAMA |
| DIRECTOR OF OFFICE SERVICES |
| 201 S UNION ST |
| MONTGOMERY, AL 36104 |
| USA |

**Billing**

| RETIREMENT SYSTEMS OF ALABAMA |
| ACCOUNTING |
| PO BOX 302150 |
| MONTGOMERY, AL 36130-2150 |
| USA |

Delivery Date: 

### COMMODITY INFORMATION

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Preferred Vendor: 

Extended Description:

2023 TRS TEACHER #4 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

### SHIPPING AND BILLING

**Shipping**

| RETIREMENT SYSTEMS OF ALABAMA |
| DIRECTOR OF OFFICE SERVICES |
| 201 S UNION ST |
| MONTGOMERY, AL 36104 |
| USA |

**Billing**

| RETIREMENT SYSTEMS OF ALABAMA |
| ACCOUNTING |
| PO BOX 302150 |
| MONTGOMERY, AL 36130-2150 |
| USA |

Delivery Date: 

### COMMODITY INFORMATION

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Preferred Vendor: 

Extended Description:

2023 TRS TEACHER #5 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

### SHIPPING AND BILLING

**Shipping**

| RETIREMENT SYSTEMS OF ALABAMA |
| DIRECTOR OF OFFICE SERVICES |
| 201 S UNION ST |
| MONTGOMERY, AL 36104 |
| USA |

**Billing**

| RETIREMENT SYSTEMS OF ALABAMA |
| ACCOUNTING |
| PO BOX 302150 |
| MONTGOMERY, AL 36130-2150 |
| USA |

Delivery Date: 

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Extended Description:

2023 TRS TEACHER #6 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

### SHIPPING AND BILLING

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Extended Description:

2023 TRS TEACHER #7 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

### SHIPPING AND BILLING

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**Billing**

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Extended Description:

2023 TRS TEACHER #8 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

### SHIPPING AND BILLING

**Shipping**

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Extended Description:

2023 TRS TEACHER #9 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

### SHIPPING AND BILLING

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| MONTGOMERY, AL 36104 |
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**Billing**

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Extended Description:

2023 TRS TEACHER #10 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

### SHIPPING AND BILLING

**Shipping**

| RETIREMENT SYSTEMS OF ALABAMA |
| DIRECTOR OF OFFICE SERVICES |
| 201 S UNION ST |
| MONTGOMERY, AL 36104 |
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Extended Description:

2023 TRS TEACHER #11 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

### SHIPPING AND BILLING

**Shipping**

| RETIREMENT SYSTEMS OF ALABAMA |
| DIRECTOR OF OFFICE SERVICES |
| 201 S UNION ST |
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Extended Description:

2023 TRS SUPPORT PERSONNEL #2 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

Forms Printing, Not Continuous

### SHIPPING AND BILLING

**Shipping**

RETIREMENT SYSTEMS OF ALABAMA
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201 S UNION ST
MONTGOMERY, AL 36104
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Extended Description:

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Forms Printing, Not Continuous

### SHIPPING AND BILLING

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2023 TRS HIGHER EDUCATION #2 BALLOT AND REBALLOT FOR REGULAR, RUNOFF & SPECIAL ELECTIONS

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Extended Description:

2019-2024 ERS & TRS PHONE VOTING SERVICES FOR REGULAR, RUNOFF & SPECIAL ELECTIONS (PER ELECTION)

Administrative Services, All Kinds

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Administrative Services, All Kinds

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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, handwritten.

Bid pricing should be submitted on the pricing sheet(s) provided and/or in a format consistent with the requested information.

Any errors or corrections to a bid response should be initialed.

Delivery date may be considered a factor in determining an award.

Any questions or clarifications concerning this bid should be directed to Shanon McWhorter at 334.517.7131. 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. Bidders must offer prices which do not include such taxes. Where use tax, lease tax or fees are applicable, they must be identified and their cost shown as separate items.
INTRODUCTION

The Retirement Systems of Alabama (RSA) conducts elections throughout the year for the Employees’ Retirement Systems’ (ERS) and the Teachers’ Retirement Systems’ (TRS) Boards of Control. Currently, the RSA conducts these elections through the use of a hybrid methodology which includes paper ballot, internet, and phone.

OBJECTIVE

The purpose of this Request for Bid is to select a qualified vendor to provide materials and services in order to administer the ERS and TRS election process for the Retirement Systems of Alabama. For the purposes of this bid, the term “Contractor” shall mean the vendor to whom this bid is awarded.

TERM

The term of the agreement shall be for a five-year period beginning September 1, 2019 and ending August 31, 2024. The contract agreement will encompass the administration of five complete election year processes.

RESPONSIVE BIDDERS

In order to be considered responsive, bidders must follow bid submission instructions and meet all bid specifications, terms, and conditions, including the following:

- Provide a minimum of three (3) references from jobs of similar size and scope that bidder has performed within the last two years. References must include company name, address, contact person, and phone number. The list of references must be submitted with your bid package.

- Contractor must be capable of administering ERS and TRS Elections using the hybrid methodology (paper/phone/internet).

The awarded bidder will be required to execute the “Agreement for Employees’ and Teachers’ Retirement Systems’ Board of Control Elections” without modification. (Sample attached)

Bidders shall not place any qualification, exception, condition, reservation, limitation, or substitutions in their bid response concerning the contract terms and conditions. Any such qualification, exception, condition, reservation, limitation, or substitution shall result in rejection of the bid.
SUBMITTALS

Bidders are required to submit with their bid a completed Vendor Disclosure Statement, Immigration Compliance Certificate, and current W-9, copies of which accompany this Request for Bid.

BASIS OF AWARD

The bid shall be awarded on an “all or none” basis to the lowest responsible bidder meeting all specification, terms, and conditions. Bidders’ experience, expertise and past performance may be factors in determining the lowest responsible bidder. RSA 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.

In order to submit a bid, vendors must be registered with the state of Alabama. Visit https://procurement.staars.alabama.gov/webapp/PRDVSS1X1/AltSelfService to register.

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).

BID OPENING:

Bids are due no later than 4:30pm August 13, 2019. The public bid opening will be held August 14, 2019, at 10:00am at the RSA Headquarters Building, 201 South Union Street, Montgomery, Alabama, in the 5th Floor Conference Room.

BID PRICING

Using the commodity lines on the RFB, vendors will indicate their price per ballot for each election. Phone voting services and Internet voting services will be priced per election.

Bidders must include in their bid response any and all costs associated with providing the specified materials and services. No additional charges or increases beyond those specifically delineated herein shall be permitted or paid by the Retirement Systems of Alabama during the term of the agreement.

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 copy of their entire E-Verify Memorandum of Understanding (MOU) issued by the U.S. Department of Homeland Security.

POSTAGE COSTS

Contractor must pay postage expenses up front. Postage costs incurred in mailing original and replacement ballots and related postage costs associated with paper ballots returned by RSA voters will be reimbursed to Contractor for actual, documented, and receipted postage incurred. The Contractor must satisfactorily substantiate all postage costs incurred and submit such receipts to the RSA by supplying a completed USPS Form 3600-R or similar official receipt. Such postage receipts and documents shall clearly specify the description of mail or a unique reference number that identifies the ERS or TRS Election. Additionally, mailings shall not be co-mingled on receipts and documents with other mailings performed by the Contractor for other customers. Contractor shall certify to the RSA that the total postage costs relate only to RSA ballots.

PAYMENT FOR SERVICES

Contractor shall submit invoices in arrears for work completed. Invoices must reference the Purchase Order number assigned by the RSA. Actual postage expenses will be reimbursed upon receipt of invoice with required documentation. Payment terms are Net 30.

SCOPE OF WORK

Project Methodology: ERS and TRS currently use a hybrid methodology consisting of paper ballots, internet, and phone. Eligible voters will receive a paper ballot including candidate biographies and clear instructions on how to cast their vote for each method. NOTE: At any time during the contract period, the phone voting method may be discontinued at the RSA’s request.

Contractor can expect to receive information and begin preliminary work on each election process approximately 30 days prior to the required mailing date.

SERVICES REQUIRED

The Contractor will be required to provide the following services:

Design, print, and mail ballots for regular, special, and run-off elections, and any other documents, forms, and materials required to perform the election process in an orderly, secure and anonymous manner. Clear instructions for internet and phone voting will be included on the ballot. Name, address, and a binary and human readable number will be printed on the ballot. RSA information and logo will be on the ballot and envelope. RSA will not pay for any print overruns. Replacement ballots will be at the same unit cost as original ballots.

RSA reserves the right to have any amount of text or graphics printed on the ballots. The awarded bidder shall perform the printing and design services at the same unit price regardless of the amount of text.
RSA reserves the right to make changes until the final pre-press proof is approved. Any alterations and/or reprints due to contractor error will be at contractor's expense.

The above printed documents shall be mailed to the respective membership via USPS using either first class or standard pre-sort mail (best rate) and taking advantage of all applicable postage discounts.

Mailings must be in compliance with USPS standards for bar coding and sorting. Contractor will pay postage expenses then bill RSA for actual, documented postage costs incurred.

The Contractor will receive ballots returned by eligible voters and must ensure that such ballots are properly secured and must have appropriate procedures to guarantee that all ballots can be validated and tabulated.

Contractor is required to have a postage permit for Business Reply Mail for the return of direct mail ERS and TRS ballots.

It is imperative that the election process is uncomplicated and offers adequate controls to guarantee the integrity of the election.

All returned ballots shall be secured and accounted for.

All ballots (paper/internet/phone) shall remain anonymous and procedures must be in place to ensure that each ballot is legitimate.

An appropriate validation process shall be employed to guarantee that no member is able to vote more than once.

All ballots (paper/internet/phone) are to be counted and the result of the ballot count shall be accurate.

The Contractor will retain all ballots for 60 days following the certification of the elections (regular, special, and/or runoff) and then have them destroyed.

Internet and Phone Voting – Members must be able to easily and securely cast their vote through their smart phone, tablet, or personal computer with a system that is easily accessible and user friendly. Contractor must provide a phone voting system with Interactive Voice Response (IVR) voting in a secure and easy to use system with a high-call capacity and no wait time.

The Retirement Systems of Alabama will be responsible for providing the following information to the awarded Contractor:

All text and names for regular and special ballots in a text file

Updated text and names for run-off ballots in a text file

An address list for the ballot recipients in a text file
SECTION II

ERS BOARD OF CONTROL ELECTION PROCESS

Description of ERS Board of Control Election Process:
Elections are held yearly for the ERS Board of Control.

ERS elections are held between February and September and include a regular and, if necessary, a run-off election. Special elections can occur at any time.

There are six elected positions that would be handled through this bid, though the positions may not be elected each year. Occasionally, there is a need to have an additional election due to a board member resignation.

Contractor Responsibilities:
Design and print regular and special election ballots
Redesign and print run-off election ballots
Include instructions for internet and phone voting on paper ballot
Provide sample ballots and candidate biographies for regular, special, and run-off elections in .pdf format for the RSA website
Mail ballots for regular and run-off elections to home mailing address for ERS local and state retirees and local and state active employees
Facilitate internet and phone voting
Collect all ballots for preparation, scanning, and reporting for regular, special, and run-off elections

Distribution Details:
ERS ballots are sent directly to the home mailing address of employees and retirees. A member can only vote for the position he or she is classified based on employment or retirement. There will be approximately 28,500 ballots for the Active State election, 52,500 ballots for the Active Local election, 23,500 for the Retired State election, and 23,500 for the Retired Local election.

_The number of ballots for each election may increase or decrease depending on changes in membership. Contractor should be aware of the possibility that no election or run-off election may occur in any given year._
Receipt and Tabulation Specifics:
ERS ballots will be opened, prepared, scanned, and tabulated by the Contractor
Internet and phone ballots will be received, validated, and tabulated by Contractor

Reports (provided for regular, special, and run-off elections):
ERS election results will be provided in the following formats:

Reports in .pdf format for viewing, printing, and sharing electronically

- Election Analysis – overview of total number of voters, voter turnout, percentage turnout by method of voting, voids and breakdown of voids
- Statistical Results – tabulation of voted ballots by position, by candidate, mail-in, internet, and telephone, with total number of votes
- Summary Listing – summary tabulation of votes by percentage by method of voting (mail, internet, and telephone)

Access to online data

Election Timeline (by type of election):
ERS Election
- Regular
  - Ballots mailed by May 15 (actual mailing date based on Contractor location and mailing method)
  - Ballots due to Contractor by June 15, 4 P.M. CST
  - Report due to RSA by June 20
- Run-off
  - Ballots mailed by August 1 (actual mailing date based on Contractor location and mailing method)
  - Ballots due to Contractor by September 1, 4 P.M. CST
  - Report due to RSA by September 8

Election Timeline (by election year and position):
ERS Election
- 2020 (1 ballot)
  - Retired Local Employee (approx. 23,500)
- 2021 (1 ballot)
  - Retired State Employee (approx. 23,500)
- 2022 (2 ballots)
  - State Employee, #1 (approx. 28,500)
  - Local Employee, #1 (approx. 52,500)
- 2023 (3 ballots)
  - State Employee, #2 (approx. 28,500)
Section III

TRS Board of Control Election Process

Description of TRS Board of Control Election Process:
Elections are held yearly for the TRS Board of Control.

TRS elections are held between May and February and include a regular and, if necessary, a run-off election. The elections begin in one calendar year and the run-off, if necessary, is completed in the following calendar year.

There are twelve elected positions that would be handled through this bid, though the positions may not be elected each year. At most, six positions will be elected each year.

Contractor Responsibilities:
Design and print regular election ballots

Redesign and print run-off election ballots

Include instructions for internet and phone voting on paper ballot

Provide sample ballots and candidate biographies for both regular and run-off elections in .pdf format for the RSA website

Mail ballots for regular and run-off elections to home mailing address for TRS active and retired employees

Collect all ballots for preparation, scanning, and reporting for regular and run-off elections

Distribution Details:
TRS ballots are sent directly to the home mailing address of employees and retirees. A member only votes for the position he or she is classified based on employment or retirement. There will be approximately 49,000 ballots for the Teacher election, 38,500 ballots for the Support Personnel election, 92,000 for the Retired election, 5,500 ballots for the Postsecondary election, 33,000 ballots for the Higher Education election, 130 ballots for the Superintendent election, and 1,600 for the Principal election.
The number of ballots for each election may increase or decrease depending on changes in membership. Contractor should be aware of the possibility that no election or run-off election may occur in any given year.

Receipt and Tabulation Specifics:
TRS ballots will be opened, prepared, scanned and tabulated by the Contractor
Internet and phone ballots will be received, validated, and tabulated by Contractor

Reports (provided for both regular and run-off elections):
TRS election results will be provided in the following formats:
Reports in .pdf format for viewing, printing, and sharing electronically

- Election Analysis – overview of total number of voters, voter turnout, percentage turnout, voids and breakdown of voids

- Statistical Results – tabulation of voted ballots by position, by candidate, mail-in, internet, and telephone, with total number of votes

- Summary Listing – summary tabulation of votes by percentage by method of voting (mail, internet, and telephone)

Access to online data

Election Timeline (by type of election):
TRS Election
Regular
Ballots mailed by October 14 (actual mailing date based on Contractor location and mailing method)
Ballots due to Contractor by November 21, 4 P.M.
Report due to RSA by December 4

Run-off
Ballots mailed by January 5 (actual mailing date based on Contractor location and mailing method)
Ballots due to Contractor by February 9, 4 P.M.
Report due to RSA by February 16

Election Timeline (by election year and position):
TRS Election
2019 (2 ballots)
Retired, #2 (Approx. 92,000)
Superintendent (Approx. 130)
2020    (4 ballots)
  Teacher, #3 (Approx. 49,000)
  Support Personnel, #2 (Approx. 38,500)
  Principal (Approx. 1,600)
  Higher Education, #2 (Approx. 33,000)
2021    (5 ballots)
  Teacher, #1 and Teacher, #2 (Approx. 49,000)
  Support Personnel, #1 (Approx. 38,500)
  Retired, #1 (Approx. 92,000)
  Postsecondary (Approx. 5,500)
  Higher Education, #1 (Approx. 33,000)
2022    (2 ballots)
  Retired, #2 (Approx. 92,000)
  Superintendent (Approx. 130)
2023    (4 ballots)
  Teacher, #3 (Approx. 49,000)
  Support Personnel, #2 (Approx. 38,500)
  Principal (Approx. 1,600)
  Higher Education, #2 (Approx. 33,000)

RSA makes no guarantee of the volume of ballots the Contractor is required to collect and scan. RSA is only able to provide information based on historical data. For the purpose of bid evaluation, bidders should base their pricing on a return of 25%.
This agreement is made and entered into this ___day of ______, 2019, between CONTRACTOR (hereafter referred to as “Contractor”) and the Teachers’ Retirement Systems of Alabama and the Employees’ Retirement System of Alabama (hereafter referred to as “Retirement Systems of Alabama” or “RSA”) for Employees’ and Teacher’s Retirement Systems’ Board of Control Elections. Contractor agrees to perform the services at the rates specified in Schedule “A”, hereto attached, and in accordance with specifications, terms and conditions set forth in Request for Bid 19000001049.

AGREEMENT PERIOD

The term of this Agreement will be September 1, 2019, through August 31, 2024.

CONTRACT DOCUMENTS

All specifications, terms and conditions set forth in the Retirement Systems of Alabama Request for Bid 19000001049, including its schedules, forms, logs, and addenda attached thereto, are fully a part of this Agreement, and with this document constitute the entire Agreement.

CONTRACTOR STATUS

It is understood and agreed by the parties that the Contractor is retained as an independent contractor, and in no event shall any employee hired by or acting as an agent for the Contractor be considered an employee of the Retirement Systems of Alabama or the State of Alabama or be entitled to any benefits under the State Merit System while performing services under this contract. Nothing in the Agreement or any conduct of the parties pursuant hereto shall create or shall be deemed or intended to create a partnership, co-venture, joint venture, or joint undertaking of the parties.

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.

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. Contractor shall establish and maintain procedures and controls adequate to prevent its employment of any alien who is not legally eligible for such employment under the immigration laws of the Federal government.

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 contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Contractor’s sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

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 involve the payment of money, Contractor’s sole remedy is the filing of a claim with the Board of Adjustment to the State of Alabama.

For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of nonbinding 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.

FREE TRADE

In compliance with Act 2016-312, 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.

FORCE MAJEURE

Neither party shall be responsible for delays or failures in 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, 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.

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 unenforceable provisions had never been contained herein.

OTHER CONTRACTS

Retirement Systems of Alabama shall have the right to award other contracts for additional materials and/or services, and Contractor shall fully cooperate with such other contractors and shall fit its own schedule to that provided under other contracts. Contractor shall have no claim against Retirement Systems of Alabama for additional payment due to delays or other conditions created by the operation of other contractors. RSA will decide the respective right of the various contractors in order to secure the completion of any projects.

SUCCESSORS AND ASSIGNS

Contractor shall not assign the Agreement or any interest herein or any monies due or to become due hereunder without the expressed written consent of the Retirement Systems of Alabama. 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 this Request for Bid. The Contractor agrees that no portion of the services shall be subcontracted without written approval of Retirement Systems of Alabama. If 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 Request for 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. 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 this Request for Bid.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the 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 the 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 the Retirement Systems of Alabama alone, or against any administrator, officer, employees and agents, any suits jointly against the Contractor and the Retirement Systems of Alabama, against Retirement Systems of Alabama alone, or against any administrator, officer, employee or agent of the Retirement Systems of Alabama, for or arising out of any or all of the aforesaid causes. All claims against the State of Alabama or the Retirement Systems of Alabama, or any of its officers, employees or agents by any employee of the Contractor, and 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 damages by or for any subcontractor under worker’s compensation acts, disability benefit acts or other employee benefit acts.

PERMITS, LICENSES, FEES AND REGULATIONS

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. Contractor shall comply with all Federal, State, County, and Municipal laws, regulations, and codes pertaining to the performance of the service.

TERMINATION

The Retirement Systems of Alabama shall have the right, at its sole option and discretion, to terminate this Agreement at any time absent any default on the part of the Contractor by giving written notice to the Contractor at least sixty (60) calendar days prior to the effective date of termination. The 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 the Retirement Systems of Alabama’s satisfaction, or fails to perform any obligation imposed by any provision of this Agreement.

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, operating 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.

Contractor shall not issue or release for publication any articles or advertising or publicity matter relating to the Services performed by the Contractor hereunder or mention or imply the name of the Retirement Systems of Alabama, its agencies or its departments or their respective personnel, without the prior written consent of the Retirement Systems of Alabama.
INVOICES AND BILLING

Contractor shall submit invoices in arrears for work completed. Invoices must reference the Purchase Order number assigned by RSA. Payment terms are Net 30. Invoices should be mailed to:

Communications
Retirement Systems of Alabama
P. O. Box 302150
Montgomery, Alabama 36130-2150
RSA AGREEMENT
For
Employees’ and Teachers’ Retirement Systems’
Board of Control Elections

FOR: THE RETIREMENT SYSTEMS OF ALABAMA

BY: ____________
   David G. Bronner
TITLE: Chief Executive Officer
DATE: ____________

REVIEWED BY: ____________
   Legal Counsel

FOR CONTRACTOR:

BY: ____________
   (Signature)
NAME: ____________
   (Print)
TITLE: ____________
ADDRESS: ____________
PHONE: ____________
DATE: ____________