

**THE CITY OF MURFREESBORO  
POLICE AND FIRE & RESCUE DEPARTMENTS  
LAUNDRY AND DRY CLEANING SERVICES  
INVITATION TO BID**

The City of Murfreesboro ("City") will receive and publicly open sealed bids in the City Manager's Office, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139, telephone number (615) 849-2629. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

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**DATE ISSUED:** Friday, June 7, 2013

**BID TITLE:** Laundry and Dry Cleaning Services

**CITY CONTACT PERSON:** Lt. Sanders Watson

**TELEPHONE NUMBER:** 615-849-2672

**FAX NUMBER:** 615-848-3260

**E-MAIL ADDRESS:** [jswatson@ci.murfreesboro.tn.us](mailto:jswatson@ci.murfreesboro.tn.us)

**All bid responses must be received and acknowledged in the City Manager's Office on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.**

**SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:**

City of Murfreesboro  
City Manager's Office  
Post Office Box 1139  
111 West Vine Street  
Murfreesboro, Tennessee 37133-1139

Bid envelope must include the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

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**BID OPENING DATE:** **Monday, June 24, 2013**

**BID OPENING TIME:** 2:00 p.m., Murfreesboro Tennessee local time

**1. INSTRUCTIONS AND CONDITIONS**

**1.1 Submission to Murfreesboro Police Department.**

The City is seeking bids for the provision of services set forth in the Invitation to Bid. Sealed bids must be received by the City at the **Office of the City Manager**, City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139, until 2:00 p.m. local time on Monday, June 24, 2013. Late bids will not be considered and will be returned unopened.

**1.2 Deadline and Late Responses.**

No bids received after bid opening date and time will be accepted. Bids postmarked on the bid opening date but received in the City Manager's office after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bids that are mailed or sent via private delivery services. The City will not accept bids submitted by fax or electronic mail.

**1.3 Organization of Bid and Completeness.**

Please submit the bid response to the City Manager's Office at the address set forth in 1.1 above. All bids must be sealed and the envelope clearly marked with the bidder's name and the words, "Laundry and Dry Cleaning Services", Bid Opening Date, Monday, June 24, 2013. Failure to provide this information on the envelope may result in the bid not being considered. Bidders must allow sufficient time to ensure receipt of the bid. It shall be the sole responsibility of the bidder to have the bid delivered to the City before the bid deadline.

Each bid shall be organized in the same order as Section 3 of this Invitation to Bid. Any negative responses to these questions or failure to respond to these questions will permit the City to refuse to consider the bid.

Partial or incomplete bids will be rejected. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. Erasures, whiteouts, typeovers, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission.

**1.4 Signature.**

All bids must be signed by a duly authorized officer of the company empowered with the legal right to bind the company. A typed name will not be acceptable without the person's written signature as well. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid. All submitted bids must be binding for a period of ninety (90) calendar days from the bid submission deadline.

**1.5 Response to Terms and Conditions.**

Unless an exception is taken, the awarded contract will contain the requirements of this Invitation to Bid. In its sole discretion, the City reserves the right to either consider or reject any bid which takes exception to the specifications or attached contract.

**1.6 Additional Requirements.**

If necessary, the City may request one or more bidders to make an oral presentation to the City.

**1.7 Completeness of Invitation to Bid ("ITB").**

These documents constitute the complete set of specification requirements and ITB. The bidder is responsible for insuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package and immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City's Contact Person.

**1.8 Bid Interpretation. Communication with the Murfreesboro Police Department.**

The Murfreesboro Police Department has designated Lt. Sanders Watson to be responsible for coordinating communications between the department and vendors submitting bids. If additional information is required in order to make an interpretation of items in this ITB, written questions (including faxes or e-mails) will be accepted until seven (7) days prior to the bid opening date. All questions regarding the ITB should be addressed to:

**Name:** Lt. Sanders Watson  
**Department:** Police – City of Murfreesboro  
**Street:** 302 S. Church Street  
**City, State:** Murfreesboro, TN 37130  
**Telephone:** 615-849-2672  
**Fax:** 615-848-3260  
**E-mail:** jswatson@ci.murfreesboro.tn.us

The City specifically requests that no contact concerning this ITB be made with any other City personnel until the selection process has been completed. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of a bid.

**1.9 Discrepancies, Errors, and Omissions.**

Any discrepancies, errors, omissions, or ambiguities in this ITB, the specifications or addenda (if any) should be reported to the contact person for the Murfreesboro Police Department. If necessary, a written addendum will be issued to firms on record and the addendum will be incorporated in the ITB and will become part of the contract. The City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

**1.10 Errors.**

Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.

**1.11 Further Negotiation.**

The City reserves the right to further negotiate, after the ITBs are opened, with any potential vendor if such is deemed necessary at the discretion of the City.

**1.12 Economy of Preparation.**

ITB should be prepared simply and economically, providing a straightforward, concise description of bidder's capabilities to satisfy the requirements of the ITB. Emphasis should be on completeness and clarity of content.

**1.13 Subcontracting.**

If any part of the work is, or is to be, subcontracted, the bidder shall provide within the ITB a description of the subcontracting organization and the contractual arrangements made therewith. All subcontractors will be subject to approval by the City. The successful bidder will also furnish the corporate or company name and the names of the officers or principals of said companies proposed as subcontractors by the bidder.

**1.14 Bid Modification.**

Bids may be modified, withdrawn, and/or resubmitted in writing to the City prior to the deadline for bid submission. After this deadline, no withdrawals or resubmissions may be made for any reason.

**1.15 Tax Exempt.**

The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded firm. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.

**1.16 Pricing Effective for Five (5) Periods.**

The successful bidder shall provide in the bid price the cost for services rendered, including all parts, labor, accessories and any other standard equipment and/or services, necessary to make these services function as intended. Pricing for each component shall be effective from the date of the bid award until June 30, 2014. A second, third, fourth and fifth period shall be effective July 1 through June 30 for each of the respective fiscal years: 2014-2015, 2015-2016, 2016-2017 and 2017-2018. If, in the bidder's opinion, additional equipment or services are necessary to make the system fully operational, this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms set forth in this ITB. **Awarded bidder will honor prices for other City of Murfreesboro departments and other local governments.**

**1.17 Approval Required.**

No award or acquisition can be made until approved by the City Council. The City will not be obligated to bidders for equipment and/or services until the completion of a signed contract approved by authorized officials of the City. This solicitation in no manner obligates the City to the eventual rental, lease, or purchase of any equipment or services described, implied, or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract.

**1.18 Consideration of Bid.**

All services purchased as a part of the successful bid agreement shall be protected by the bidder's warranty against defects in materials and workmanship for the duration of the contract periods. This warranty shall include at a minimum, the laundering / dry cleaning of garments without additional charge when the initial cleaning process is deemed to be unsatisfactory or ineffective.

**Prompt quality laundry / dry cleaning services is an essential part of these contract requirements. Bidders must meet the following conditions:**

- (1) Have a store located within the City Limits of Murfreesboro; and
- (2) Have enough staff working to provide check-in and check-out of garments utilizing the Laundry / Dry Cleaning Garment List (Attachment 7.7) to help ensure the exact number and type of garments dropped of for cleaning and quality assurance of worked performed on these garments; and
- (3) Disclose any lost, destroyed, or damaged garments before owner leaves premises; and
- (4) Provide a dedicated Account Manager as a point of contact.

Garments which are lost, destroyed, or damaged by the successful bidder beyond repair to the owner's satisfaction shall be replaced or reimbursed at the owner's discretion.

**NO EXCEPTIONS.**

Garments which are lost, destroyed, or damaged by the successful bidder beyond repair **MUST** be revealed to the owner when they return to pick up the garment(s). Failure to reveal the lost, destroyed, or damaged garment(s) to the owner at that time **SHALL** result in the successful bidder reimbursing the owner monetarily for the garment(s) at the full current market value as determined by the respective Department's contact person(s).

**NO EXCEPTIONS.**

Samples of clothing items to be laundered / dry cleaned will be made available for inspection upon request by contacting:

**Police Department**

Sergeant Greg Walker at (615) 895-3874

**Fire & Rescue Department**

Assistant Chief Allen Swader at (615) 893-1422

Each bidder should show unit price on each item and extended price on estimated quantities. The City of Murfreesboro shall not be obligated to purchase said amounts of estimated quantities. Quantities could be more or less than estimation.

Bids submitted for consideration shall remain open for not less than ninety (90) days to allow for necessary review of product, pricing, and vendor information.

Any items proposed deemed not of equal and/or better and of comparable quality as that specified shall be cause for rejection of a bid. In addition to the price and quality, the following aspects will be considered in the award of a contract:

- a. The ability of the bidder to perform the contract or to provide the material for service required;
- b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
- c. The character, integrity, reputation, experience and efficiency of the bidder;
- d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
- f. Terms and conditions stated in bid;
- g. Compliance with specifications or the ITB;
- h. Utilization of the format set forth in Section 3 for submittal of a bid; and,
- i. Bidder's past performance with the City.

Bidders must complete the Bidder Information document (Attachment 7.6). The City may make such investigations as deemed necessary to determine the ability of the Bidder to provide the products and services required by the bid package and contract documents.

The Bidder shall furnish to the City all such information and data for this purpose as the City may request. Such information shall be submitted to the City within five (5) days of the City's written request.

The City reserves the right to reject any bid if, in the sole discretion of the City, the investigation or information requested fails to satisfy the City that such Bidder is properly qualified and capable of carrying out the obligations of the contract and bid documents and provide the product and service contemplated therein.

Once approved and accepted, a successful bid shall constitute an exclusive service agreement between the buyer and seller, but only in regards to the Murfreesboro Police and Fire & Rescue Departments.

Presently, authorized personnel randomly drop off laundry at the cleaner location(s). One (1) hour service is occasionally required. Most personnel will prefer same day or next day service. If speedy service is necessary, bidder can require laundry to be dropped off by a specific time in order to accommodate a desired pickup time. Under normal circumstances, no laundry or dry cleaning should take longer than twenty-four (24) hours (excluding holidays and weekends).

Successful bidder and location of drop off and pickup **must** be located within the city limits of Murfreesboro, Tennessee. **For the convenience of all users, multiple locations for drop off and pickup are preferred.**

Successful bidder must be open for business Monday-Friday, 7:00 a.m. – 6:00 p.m. Local Time (Minimum). Saturday hours of 7:00 a.m. – 6:00 p.m. are preferred, but may be adjusted depending on normal bidder hours.

Bidder must submit with the bid response proof of property insurance protecting the City and its employees in the event of loss due to theft or fire, and liability insurance covering completed operations.

Clothing to be laundered / dry cleaned which has been contaminated with blood or body fluids will be placed in a red biohazard bag for ready identification by laundry personnel.

Bidders must complete the Certificate of Contractor Compliance (Attachment 7.2) indicating that an infectious disease control plan is in effect which complies with 29 CFR Part 1910.1030 Bloodborne Pathogens Rule. The City may make such investigations as deemed necessary to determine the ability of the Bidder to provide the products and services required by the bid package and contract documents.

**1.19 Terms and Conditions.**

The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which, in the judgment of the governing body, is in the best interest of the City. The City also reserves the right to make revisions to any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of item(s) purchased.

The intent is to award this contract to one (1) vendor based on the lowest estimated bid, including calculations for more than minimum locations and extended hours of operation. **If the bidder has two (2) or more locations for drop off and pickup within the City, the total amount of the estimated bid will be reduced by 1.5% for purposes of determining the**

**lowest and best bid. If the bidder has extended hours of operation (opening at either 6:00 or 6:30 a.m. CST), the total amount of the estimated bid will be reduced by .5% for purposes of determining the lowest and best bid.**

**1.20 Withdrawal of Bid.**

No bidder may withdraw its bid for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event the City awards a contract to a bidder and during such ninety (90) day period determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the project.

**1.21 Cost of Response.**

The City will not be liable for any costs incurred by the bidders in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. The City makes no guarantee that any equipment or services will be purchased as a result of the solicitation and reserves the right to reject any and all responses. All responses and their accompanying documentation will become the record of the City.

**1.22 Contract.**

The successful bidder's response to this ITB shall be included as an addendum to the contract. Should any conflict or discrepancy arise between the ITB and the contract, the contract shall control. All bidders who are awarded contracts pursuant to this ITB agree to be bound by the terms and conditions set forth in the attached City Contract (Section 5). If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid.

**1.23 Contract Termination.**

The City reserves the right to cancel the contract for the work without cost or penalty to the City if, in the City's opinion, there is a failure at any time by the contractor to adequately perform the contract, or if there is any attempt to willfully impose upon the City a material or product or workmanship which is, in the opinion of the City, of an unacceptable quality. Cancellation of the contract shall not impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor.

The contract awarded to the successful bidder may be terminated for just cause by the City of Murfreesboro upon any of but not limited to the following occurrences:

1. Bankruptcy or insolvency of the vendor or one or more of the vendor's principal owners.
2. Failure of the vendor to provide satisfactory laundry services or failure to return laundry per specifications.
3. Unauthorized substitution of services or pricing other than those identified in the specifications and submitted in the bid documents or specifically approved by the City as a substitute prior to the award of the contract.
4. Unsatisfactory performance of services rendered by the vendor.
5. Fraud.
6. Any other breach of the terms of the bid specifications or contract.

**1.24 Contract Modification.**

The contract may be modified only by written amendment executed by all parties and their signatories hereto.

**1.25 Replacement or Repair.**

No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

The City, at its option and in lieu of immediate termination, may request the awarded bidder replace or repair any defective goods or correct performance by written notice to the contractor. In that event, the contractor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve the contractor of any liability to the City for damages for the breach of any covenants of the contract by the contractor.

**1.26 Expense of Legal Action.**

Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.

**1.27 Governing Laws.**

The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

**1.28 Severability.**

Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

**1.29 Indemnification and Hold Harmless.**

Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

**1.30 Liquidated Damages.**

Liquidated damages for failure to meet installation and/or supply schedules shall be in the amount of fifty dollars (\$50.00) per calendar day.

**1.31 Statutory Disqualification.**

By submitting a response, it is represented that neither it nor any of its officers, directors, shareholders, member, or partners has been convicted or plead guilty or nolo contendere to any violation of the Sherman Anti-Trust Act, mail fraud, or other state or federal criminal violation in connection with a contract let by the City of Murfreesboro or any political subdivision of the State of Tennessee.

**1.32 Contractor's Employment Practices.**

Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

**1.33 City's Employment Practices.**

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

**1.34 Conflict of Interest.**

By submitting a response, it is represented that no officer, committee member, or director of the City or other persons whose duty is to vote for, let out, overlook, or in any manner supervise any work on any contract for the City has a "direct interest", as defined by T.C.A. §12-4-101, in the bidder or in the work which is subject to this ITB.

**1.35 Ethical Standards.**

Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or bid therefore.

**1.36 Breach of Ethical Standards.**

A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

**1.37 Payments.**

Payments under the contract shall be made upon submittal of an invoice after performance of the services that each payment represents.

**1.38 Progress Reports.**

Periodic progress reports may be required to be submitted to the City.

**1.39 Contract Term.**

The term of this contract shall be from the date of the bid award to June 30, 2014. All bid prices shall be effective until June 30, 2014. The second, third, fourth and fifth periods of the contract shall be subject to the following conditions:

- (1) The second, third, fourth and fifth contract periods renewal is contingent upon purchaser's satisfaction with supplied product, service, and delivery.
- (2) Price increases on bid items after the initial period will be negotiable and subject to mutual agreement by purchaser and supplier. Increases due to rising materials and labor costs shall be documented for purchaser's reference. Price increases for reasons other than a documented rise in materials and labor shall be subject to comparison to an increase in inflation as measured by the Consumer Price Index. Failure to reach

agreement will render contract renewal clause void and require the submission of new bids from any and all interested vendors.

- (3) Successful bidder shall submit prices for the next contract period on the Contract Pricing Renewal Form (provided to the successful bidder by the City) prior to May 1 of each year (2014, 2015, 2016 and 2017) for approval and acceptance by the City unless the City exercises its right to terminate the contract.

It is requested that bidders raise any questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms as set forth in this invitation to bid.

**1.40 Codes and Regulation.**

All services and/or equipment must comply with city, county, state, and federal laws, rules, codes and regulations. The contractor will obtain and pay for all permits, if any, necessary to complete the work.

**1.41 Billing.**

Awarded bidder shall provide a monthly statement itemizing each visit of each of the authorized personnel to include their name, respective PIN or employee number, total number of garments dropped off, total cost for that particular transaction and giving a grand total for that statement period. It is desirable to maintain the current **monthly** billing cycle.

**1.42 Alterations.**

All successful uniform suppliers for the City of Murfreesboro must provide alterations at no charge for the life of the garment. Due to the location of some uniform suppliers, it is often more cost effective and timely for alterations to be done at the contract laundry. **All alterations and repairs must be authorized prior to any work being done.**

Authorizations for alterations and repairs for each department may be issued by the following personnel in the order listed:

**Police Department**

- (1) Sergeant Greg Walker, (615) 895-3874
- (2) Lieutenant Steve Teeters, (615) 895-3874

**Fire & Rescue Department**

- (1) Assistant Chief Allen Swader, (615) 893-1422
- (2) Assistant Chief Kaye Jernigan, (615) 893-1422

The successful bidder **must** be able to offer alterations which may be billed in either of two (2) methods as follows:

- (1) Alterations which are the responsibility of the City of Murfreesboro due to accidents, etc., which are authorized are **to be included on the regular laundry bills** for the Police or Fire & Rescue Departments;
- (2) Alterations which are the responsibility of the uniform supplier due to defects in materials and/or workmanship which are authorized are **to be billed on a separate account and paid directly by the uniform supplier.**

**2. SCOPE OF PROJECT**

**2.1 Purpose.**

The purpose of this Invitation to Bid (ITB) is to solicit and select the most qualified bidder(s) to provide Laundry and Dry Cleaning Services for the Murfreesboro Police and Fire & Rescue Departments.

## **2.2 Background Information.**

The total number of personnel authorized for laundry/dry cleaning services in the Murfreesboro Police Department at present is approximately two hundred thirty-one (**231**). In the Murfreesboro Police Department, **all uniformed personnel** are presently authorized to have **five (5)** uniforms laundered/dry cleaned each week. **Plainclothes personnel** are presently authorized to have **five (5)** sets of clothes (shirts/blouses, pants/slacks, blazers/jackets or suits) laundered/dry cleaned each week. **Special service personnel** [Administrative services, Special Operations Unit (S.O.U.), D.A.R.E., K-9, Bicycle Patrol, Firearms Instructors, and Fatal Accident Crash Team (F.A.C.T.) members] are authorized to have **five (5)** sets of clothes laundered each week, and may include a number of different styles and types depending upon assignment.

The total number of personnel authorized for laundry/dry cleaning services in the Murfreesboro Fire & Rescue Department at present is approximately two hundred (**200**). In the Murfreesboro Fire & Rescue Department, **all Administrative Staff Personnel** are presently authorized to have **five (5)** uniforms laundered/dry cleaned each week. All other employees will have a maximum of **three (3)** uniforms laundered/dry cleaned each week.

All **uniforms** presently supplied to Police and Fire can either be laundered (machine wash/dry and press) or dry cleaned at the discretion of the wearer. **Uniforms** are normally not starched with the exception of the white dress shirts worn by Fire & Rescue Department officers. Dress shirts and cotton utility uniforms and Basic Duty Uniforms (BDUs) may be starched at the discretion of the wearer.

## **2.3 Project Roles and Responsibilities.**

### **2.3.1 Murfreesboro Police and Fire & Rescue Departments' Role and Responsibility**

- Coordinate overall project management
- Periodically monitor the compliance of the successful bidder's performance pursuant to the final contract

### **2.3.2 Bidder's Role and Responsibility**

- Name a Project Manager to meet with City as requested
- Meet with City representatives as necessary
- Perform other specific roles as required in this ITB

Bidders will provide a detailed quote on the costs attached to the bid form for the services. A separate cost for each component is requested unless two or more components must be combined due to their functional interdependence.

## **3. BID AND SUBMISSION REQUIREMENTS**

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the bid be organized in the manner specified below and contain all specified information. All documents and forms shall be included in the bid response envelope.

### **3.1 Bidder Information.**

Complete the Bidder Information document (Attachment 7.6) in its entirety. Failure to comply

with this requirement may be cause for rejection of bid.

**3.2 Certificate of Compliance.**

Bidders must complete the Certificate of Compliance (Attachment 7.1) indicating compliance with all federal and state laws. Failure to comply with this requirement may be cause for rejection of bid.

**3.3 Certificate of Contractor Compliance.**

Bidders must complete the Certificate of Contractor Compliance (Attachment 7.2) indicating that an infectious disease control plan is in effect which complies with 29 CFR Part 1910.1030 Bloodborne Pathogens Rule. Failure to comply with this requirement may be cause for rejection of bid.

**3.4 Bid Form.**

The bid response shall include on the Bid Form a price for each individual item and an extended price according to the estimated quantities for the services included in this ITB. Failure to comply with this requirement may be cause for rejection of bid.

**3.5 Contact Information.**

Complete the Contact Information located at the end of the Bid Form in its entirety. Failure to comply with this requirement may be cause for rejection of bid.

**4. EVALUATION AND CONTRACTOR SELECTION**

**4.1 Evaluation Process**

**4.1.1** The evaluation process is designed to award the procurement not necessarily to the Bidder of least cost, but rather to the Bidder with the best combination of attributes based upon the evaluation criteria. The specifications described in this ITB are designed to establish a minimum level of quality of service and are not meant to exclude any laundry / dry cleaning service from bidding. Specifications furnished in the request for bid are intended to establish a desired quality or performance level or other minimum requirements that will provide the City with the best service available.

**4.1.2** It is estimated that the City evaluation will result in a recommendation of an award of contract to the City Council within thirty (30) calendar days.

**4.1.3** Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A “responsive bidder” means a person who has submitted a bid response, which conforms in all material respects to the ITB. A “responsible bidder” means a person who has the capacity, reputation and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference.

**4.1.4** The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package.

**4.1.5** In addition to the price, the following aspects will also be considered and evaluated in the award of a contract:

- a. The ability of the bidder to perform the contract or to provide the material for service required;

- b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
- c. The character, integrity, reputation, experience and efficiency of the bidder;
- d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- e. The ability of the bidder to provide future maintenance and/or service for the subject of the contract;
- f. Terms and conditions stated in bid;
- g. Compliance with specifications and the ITB and completeness of the bid;
- h. Utilization of the bid form set forth in Section 6 for submittal of a bid;
- i. Bidder's past performance with the City;
- j. Whether the proposed costs and terms are, in the City's judgment, consistent with current market pricing, appropriate for the services provided, and commensurate with the level of quality expected;
- k. Response of bidder's references; and
- l. Any other information that the City deems relevant and material in evaluating the bidders.

**4.1.6 The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of the City.**

4.1.7 The ITB Coordinator shall manage the bid evaluation process and maintain bid evaluation records. A Bid Evaluation Team made up of three (3) or more City employees shall be responsible for evaluating bids to determine the lowest responsive and responsible bidder.

4.1.8 All bids shall be reviewed by the ITB Coordinator to determine compliance with basic bid requirements as specified in this ITB. If the ITB Coordinator determines that a bid may be missing one or more such requirements, the Bid Evaluation Team shall review the bid to determine:

- 1 if it meets requirements for further evaluation; or
- 2 if the City shall request clarification(s) or correction(s); or
- 3 if the City shall determine the bid nonresponsive and reject it.

4.1.9 The Bid Evaluation Team shall evaluate responsive bids.

4.1.10 The City reserves the right, at its sole discretion, to request clarifications of bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the bid. Discussions shall be limited to

specific sections of the bid identified by the City and, if held, shall be after initial evaluation of Bids. If clarifications are made as a result of such discussion, the Bidder shall put such clarifications or revisions in writing and submit them within three (3) business days. The City reserves the right to request an inspection of the respective facilities.

#### **4.2 Contract Award Process**

- 4.2.1 The ITB Coordinator shall forward results from the bid evaluation process to the Chiefs of the Police and Fire & Rescue Departments for consideration.
- 4.2.2 The City reserves the right to make an award without further discussion of any bid submitted. There shall be no best and final offer procedure. Therefore, each bid should be initially submitted on the most favorable terms the Vendor can offer.
- 4.2.3 After the evaluation of bids and final consideration of all pertinent information available, the ITB Coordinator shall issue a written Evaluation Notice to all Bidders. The notice shall identify the apparent lowest responsive and responsible Bidder. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated Bidder or any Vendor. (See Attachment 7.5 for a sample notice).
- 4.2.4 The ITB files shall be made available for public inspection.
- 4.2.5 The City reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Bidder subsequent to the Evaluation Notice.
- 4.2.6 The apparent lowest responsive and responsible Bidder shall be prepared to enter into a contract with the City which shall be substantially the same as the proposed *pro forma* contract included in Section 5 of this ITB. Notwithstanding, the City reserves the right to add terms and conditions, deemed to be in the best interest of the City, during final contract negotiations. Any such terms and conditions shall be within the scope of the ITB and shall not affect the basis of bid evaluations.
- 4.2.7 If a Bidder fails to sign **and** return the contract drawn pursuant to this ITB and final contract negotiations within fourteen (14) days of its delivery to the Bidder, the City may determine, at its sole discretion, that the Bidder is nonresponsive to the terms of this ITB, reject the bid, and open final contract negotiations with the next best evaluated Bidder.
- 4.2.8 Contract award shall be subject to the contract approval of all appropriate City officials in accordance with applicable City laws and regulations.

## **5. PRO FORMA CONTRACT**

### **CONTRACT BETWEEN**

**CITY OF MURFREESBORO  
AND  
CONTRACTOR NAME  
FOR  
LAUNDRY AND DRY CLEANING SERVICE**

This contract is entered into on this \_\_\_\_\_, by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **CONTRACTOR NAME**, a Corporation of the State of \_\_\_\_\_ ("Contractor"). This contract consists of the following documents:

- **Invitation to Bid issued June 7, 2013**
- **Contractor's Bid Response dated June 24, 2013**
- **This Contract**

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- **Any properly executed amendment or change order to this contract (most recent with first priority)**
  - **This Contract**
  - **Invitation to Bid & Bid Specifications**
  - **Contractor's Bid Response**
1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide laundry and dry cleaning services as set forth in the Invitation to Bid and Contractor's Bid Response. In addition to the duties and responsibilities set forth in the above referenced documents, the Contractor will:
    - Name a Project Manager to meet with City as requested
    - Meet with City representatives as necessary
    - Perform other specific roles as required in this ITB
  2. **Duties and Responsibilities of the City.** City agrees to purchase laundry and dry cleaning services as set forth in the Invitation to Bid and Contractor's Bid Response. In addition to the duties and responsibilities set forth in the above referenced documents, the City will:
    - Coordinate overall project management
    - Periodically monitor the compliance of the successful bidder's performance pursuant to the final contract
  3. **Term.** This contract shall not be effective until approved by the City Council and signed by all required parties. Once approved, pricing for each component shall be effective from date of bid award until June 30, 2014. A second, third, fourth and fifth period shall be effective July 1 through June 30 for each of the respective fiscal years: 2014-2015, 2015-2016, 2016-2017 and 2017-2018 pursuant to the requirements in Section 1.39 of the ITB.
  4. **Fees.** Refer to the attached Bid Form submitted by the Contractor dated June 24, 2013.

All successful uniform suppliers for the City of Murfreesboro must provide alterations at no charge for the life of the garment. Due to the location of some uniform suppliers, it is often more cost effective and timely for alterations to be done at the contract laundry. **All alterations and repairs must be authorized prior to any work being done.**

The Contractor may bill in either of two (2) methods as follows:

- (1) Alterations which are the responsibility of the City of Murfreesboro due to accidents, etc., which are authorized **to be included on the regular laundry bills** for the Police or Fire & Rescue Departments;
- (2) Alterations which are the responsibility of the uniform supplier due to defects in materials and/or workmanship which are authorized **to be billed on a separate account and paid directly by the uniform supplier.**

**Contractor shall honor prices for other City of Murfreesboro departments and other local governments.**

5. **Payment to Contractor.** Payments under the Contract shall be made upon submittal of an invoice after performance of the services that each payment represents.

Contractor shall provide a monthly statement itemizing each visit of each of the authorized personnel at the time of drop-off to include their name, respective PIN or employee number, total number of garments dropped off, total cost for that particular transaction and set forth a grand total for that statement period. It is desirable to maintain the current **monthly** billing cycle.

6. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
7. **Termination—Funding.** Should funding for the laundry and dry cleaning services be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
8. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
10. **Notices.**
  - a. Notices to City including but not limited to notice of assignment of any rights to money due to Contractor under this Contract must be mailed or hand delivered to the attention of City Manager, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139.
  - b. Notices to Contractor shall be mailed or hand delivered to Contractor.
11. **Maintenance of Records.** Contractor shall maintain documentation for all charges associated with services provided pursuant to this Contract. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

12. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be executed by signature of the City Manager in lieu of the City's signatory hereto.
13. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
14. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
15. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
16. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy.
17. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless the City, its officers, agents, and employees from:
  - a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the Contract, and,
  - b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - c. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
18. **Insurance.** The Contractor must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance as required by the State of Tennessee.

The Contractor must maintain property insurance protecting the City and its employees in the event of loss due to theft or fire. Contractor must notify City if any of the required insurance policies are renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

19. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.

20. **Assignment—Consent Required.** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.
21. **Entire Contract.** This Contract, Invitation to Bid, and Contractor’s bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
22. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.
23. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
24. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
25. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.
26. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

- a. Notices to City shall be sent to:

**Department:** City of Murfreesboro Administration  
**Attention:** City Manager  
**Address:** Post Office Box 1139  
111 West Vine Street  
Murfreesboro, TN 37133-1139

- b. Notices to Contractor shall be sent to:

**Contractor:**  
**Attention:**  
**Address:**



## 6. BID FORM

**Bid Name:** LAUNDRY AND DRY CLEANING SERVICE

All prices **must** include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories and any other standard equipment necessary to provide this service, freight, delivery, installation, and training instructions. Pricing for each component shall be effective from date of bid award until June 30, 2014. A second, third, fourth and fifth period shall be effective July 1 through June 30 for each of the respective fiscal years: 2014-2015, 2015-2016, 2016-2017 and 2017-2018. The City is not subject to sales tax.

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) calendar days from the date of award, to furnish any or all of the items and/or services upon which price(s) are quoted, at the price set opposite each item unless otherwise specified. **Awarded bidder will honor prices for other City of Murfreesboro departments and other local governments.**

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
1	15,000 (Laundry)	Uniform Shirt / Blouse (Long / short sleeve)	\$	\$
1A	15,000 (Dry Clean)	Uniform Shirt / Blouse (Long / short sleeve)	\$	\$
2	15,000 (Laundry)	Uniform Pants / Slacks / Shorts	\$	\$
2A	15,000 (Dry Clean)	Uniform Pants / Slacks / Shorts	\$	\$
3	2,500 (Laundry)	Dress Pants / Slacks	\$	\$
3A	2,500 (Dry Clean)	Dress Pants / Slacks	\$	\$
4	2,500 (Laundry)	Dress Shirt / Blouse (Long / short sleeve)	\$	\$
4A	2,500 (Dry Clean)	Dress Shirt / Blouse (Long / short sleeve)	\$	\$
5	200 (Dry Clean)	Dress Jacket ( Blazer)	\$	\$
6	100 (Dry Clean)	Dress Uniform (Jacket and pants / slacks)	\$	\$
7	200 (Dry Clean)	Dress Suit (Jacket and pants / slacks / skirts)	\$	\$
8	50 (Dry Clean)	Dress	\$	\$

Invitation to Bid  
Laundry / Dry Cleaning Service

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
9	100 (Laundry)	Utility and BDU Uniforms (Blue / Camouflage / Black)	\$	\$
10	25 (Laundry)	Coveralls (Long / short sleeve – plain / insulated type)	\$	\$
11	300 (Laundry)	Body Armor Covers	\$	\$
12	100 (Dry Clean)	Ties / Dickies / Scarves	\$	\$
13	200 (Dry Clean)	Convertible Jacket (With / without liner)	\$	\$
14	200 (Dry Clean)	Lightweight Jacket	\$	\$
15	25 (Laundry)	Raincoat (Long / short – plain / reversible)	\$	\$
16	200	Garment Pressing Only	\$	\$
17	100	Turn Out Gear - Pants	\$	\$
18	100	Turn Out Gear – Coats	\$	\$
19	8	Leather Jackets (Motorcycle Officers)	\$	\$
<b>Alterations</b>				
20	50	Hemming Pants / Slacks	\$	\$
21	20	Hemming Skirts	\$	\$
22	20	Tailoring Shirts	\$	\$
23	20	Waist Alteration (Pants / Slacks)	\$	\$
24	100	Seam Repairs (Pants / Slacks / Shirts / Blouses)	\$	\$
25	200	Patch / Emblem / Chevron Attachment / Repair	\$	\$
26	100	Braid / Pants Stripe Repair	\$	\$
27	20	Zipper Repair (Shirt)	\$	\$
28	20	Zipper Repair (Pants)	\$	\$

**Invitation to Bid  
Laundry / Dry Cleaning Service**

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
29	20	Zipper Replacement (Shirts)	\$	\$
30	20	Zipper Replacement (Pants)	\$	\$
<b>Subtotal Bid Amount</b>				\$
(Before reduction(s) for multiple locations and extended hours)				
<b>Bid reduction for multiple locations is claimed:</b> (Subtotal Bid Amount x 1.5%) -				\$
<b>Bid reduction for extended hours is claimed:</b> (Subtotal Bid Amount x .5%) -				\$
<b>Total bid amount after any reductions:</b>				\$
<b>Does the Owner(s) or any employee(s) have a possible conflict of interest?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>Years of experience in the laundry and dry cleaning business?</b> <input style="width: 50px;" type="text"/>				
<b>Number of years this business has been in existence?</b> <input style="width: 50px;" type="text"/>				
<b>Will subcontractor(s) be used to perform this service?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>If yes, whom?</b> <input style="width: 80%; height: 20px;" type="text"/>				
Location	Address	Phone	Hours of Operation	
1				
2				
3				
4				
5				
6				

**CONTACT INFORMATION**

THIS RESPONSE SHALL BE REJECTED IF NOT SIGNED WHERE INDICATED.

**Invitation to Bid  
Laundry / Dry Cleaning Service**

Name of Firm: \_\_\_\_\_

Form of Business: \_\_\_\_\_

Business Tax ID Number: \_\_\_\_\_

Authorized Signature and Date: \_\_\_\_\_

Name Printed and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Services Available as of: \_\_\_\_\_

Form of Business: \_\_\_\_\_

**ATTACHMENT 7.1**

**CERTIFICATE OF COMPLIANCE  
LAUNDRY AND DRY CLEANING SERVICE**

---

Bidder Name

By indication of the authorized signature below, the Bidder does hereby make certification and assurance of the Bidder's compliance with:

1. The laws of the State of Tennessee;
2. Title VI of the Civil Rights Act of 1964;
3. The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. The condition that the submitted bid was independently arrived at, without collusion, under penalty of perjury; and,
6. The condition that no amount shall be paid directly or indirectly to an employee or official of the City of Murfreesboro, whose duty it is to vote for, let out, overlook or in any manner to supervise any work in connection with the procurement under this ITB, as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Bidder in connection with the procurement under this ITB.

---

Bidder Signature and Date

ATTACHMENT 7.2

CERTIFICATE OF CONTRACTOR COMPLIANCE  
29 CFR PART 1910.1030 BLOODBORNE PATHOGENS RULE

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ - \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

E-Mail: \_\_\_\_\_

The City of Murfreesboro is committed to providing a safe work environment for all employees and contractor employees, and complying with Federal occupational safety and health laws. In providing laundry and dry cleaning service to the Murfreesboro Police and Fire & Rescue Departments, contract employees can come into contact with life threatening infectious diseases which can be transmitted through job related activities. It is important that both citizens and employees are protected from the transmission of diseases, just as it is equally important that neither is discriminated against because of the basic misconceptions about various disease analysis.

The City of Murfreesboro has developed a policy to establish a comprehensive set of rules and regulations covering the prevention of discrimination and potential occupational exposure to Hepatitis-B Virus (HBV), the Human Immunodeficiency Virus (HIV), and Tuberculosis (TB). An Exposure Control Plan has been developed by the City for employees. The control plan identifies employees classified in laundry or dry cleaning services as having the possibility of occupational exposure. As a part of this plan, contract labor that may be involved in activities entailing exposure to bloodborne pathogens in connection to services rendered for the Police or Fire & Rescue Departments must comply with the Bloodborne Pathogens Rule. Contract labor must be provided the same education, training and availability of hepatitis-B vaccine provisions as City employees.

If the bidder has implemented an infectious disease control program in compliance with 29 CFR Part 1910.1030 Bloodborne Pathogens Rule for all employees working as contract employees to the City of Murfreesboro, please certify by placing a signature on the line provided below and return for records purposes.

If the bidder has not implemented such a plan, please provide as soon as possible a schedule for compliance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**ATTACHMENT 7.3**

**BASIC BID REQUIREMENTS CHECKLIST  
LAUNDRY AND DRY CLEANING SERVICE**

**Important Dates:**

ITB Opening Date Monday June 2, 2008

Bidder Name \_\_\_\_\_

Lt. Sanders Watson

ITB Coordinator

Review Date \_\_\_\_\_

*Bids for which **ALL** applicable items are marked by the ITB Coordinator are determined to have met basic requirements for responsive bids.*

*The Bid Evaluation Team must review any applicable items that are **not** marked to determine if:*

1. *the bid sufficiently meets basic requirements;*
2. *the City shall request clarification(s) or correction(s); or,*
3. *the City shall deem the bid nonresponsive and reject it.*

*The Bid Evaluation Team must attach a written determination for each applicable item that is **NOT** marked.*

<input checked="" type="checkbox"/> IF CORRECT	<b>BASIC BID REQUIREMENTS</b>
<input type="checkbox"/>	1. Bid received on time at correct location.
<input type="checkbox"/>	2. Bid written in English.
<input type="checkbox"/>	3. The Bid Form is signed by a company officer empowered to bind the Bidder to the provisions of the ITB and any contract awarded thereunder.
<input type="checkbox"/>	4. The Bid Form details the complete name of the individual or legal entity name of the Vendor making the bid (with Tax ID Number).
<input type="checkbox"/>	5. The Bid Form states whether the Owner or any employees who shall work under the contract has a possible conflict of interest.
<input type="checkbox"/>	6. The Bid attaches written certification and assurance of the Bidder's compliance with the laws of the State of Tennessee; Title VI of the federal Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; the Equal Employment Opportunity Act and regulations issued thereunder by the federal government; the condition that the submitted bid was independently arrived at, without collusion, under penalty of perjury; and, the condition that no amount shall be paid directly or indirectly to an employee or official of the City of Murfreesboro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Bidder in connection with the procurement under this ITB. (Attachment 7.1)
<input type="checkbox"/>	7. The Bidder attaches a valid certificate of liability insurance as required.
<input type="checkbox"/>	8. The Bidder attaches a valid certificate of property insurance as required.

**ATTACHMENT 7.4**  
**INVITATION TO BID – EVALUATION SHEETS**  
**LAUNDRY AND DRY CLEANING SERVICE**

Bidder Name

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Review Date

**ITB HEADING CRITERION: BIDDER COMPLIANCE**

- Did Bidder follow all formats?
- Did Bidder respond to every item on Bid Form?
- Does the Bidder indicate the location of their offices?
- Does the Bidder indicate the hours of operation for each location?
- Does the Bidder show proof of property insurance?
- Does the Bidder show proof of liability insurance?
- Did the Bidder complete the Certificate of Contractor Compliance? (Attachment 7.2)
- Did the Bidder complete the Certificate of Compliance? (Attachment 7.1)
- Did the Bidder fully complete the Bidder Information document?
- Did the Bidder fully complete the Contact Information document?
- Did the Bidder respond regarding the use of subcontractors, and if so were they named?

**ITB HEADING CRITERION: EXPERIENCE AND REFERENCES**

- Did the Bidder provide the number of years of experience in the laundry and dry cleaning business?
- How many years has this business been in existence?
- Did the Bidder provide a minimum of three (3) references?
- Did the Bidder provide contact information for all references listed?
- Did all references contacted provide positive feedback?

**ITB HEADING CRITERION: BID FORM**

- Does the Bidder provide for a cost for each of the items as required on the Bid Form?
- Has the Bidder signed and dated the Bid Form?
- Does this bid provide the best pricing from all bids?

**ATTACHMENT 7.5**

**SAMPLE  
EVALUATION NOTICE**

[CITY LETTERHEAD]

[DATE]

[NAME]  
[COMPANY NAME]  
[STREET ADDRESS]  
[CITY, STATE ZIP]

Dear [NAME]

Thank you for your bid in response to ITB for Laundry and Dry Cleaning Service. The City has completed its evaluation of bids in response to this Invitation to Bid, and the subject procurement records are open for public inspection.

[NAME OF APPARENT BEST EVALUATED BIDDER] is the apparent best evaluated Bidder that the City will consider for contract award. This notice is NOT an acceptance of any offer, and the City retains the right to reject any bid.

In accordance with the subject ITB and state law, this notice shall NOT create rights, interests, or claims of entitlement in the apparent best evaluated Bidder or any Vendor. No Vendor shall acquire any such right unless and until a contract is fully signed by all appropriate City officials.

We appreciate your interest in providing services to the City of Murfreesboro and hope that you will respond to future Requests for Bids.

Sincerely,

[SIGNATURE OF ITB COORDINATOR]

**ATTACHMENT 7.6**

**BIDDER INFORMATION**

1. Name of Bidder \_\_\_\_\_

2. Office Address \_\_\_\_\_

\_\_\_\_\_

3. If incorporated, give the state and date of incorporation:

State \_\_\_\_\_ Date \_\_\_\_\_ Not Applicable \_\_\_\_\_

4. State the name, address, and ownership interest (%) of the principal owners of the bidder:

<u>Name</u>	<u>Address</u>	<u>Ownership Interest %</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. How many years has the bidder been engaged in the business of providing professional / commercial laundry and dry cleaning services?

Years \_\_\_\_\_

5A. How many years has the bidder been engaged in the business of providing professional / commercial garment alteration and repair services?

Years \_\_\_\_\_

6. Provide the name of any company or organization, phone number, and a contact person for existing laundry and dry cleaning contracts:

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_ Phone ( ) \_\_\_\_\_

**ATTACHMENT 7.6 (continued)**

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

7. Has any company or organization ever terminated a contract with the bidder prior to the expiration of the contract? \_\_\_\_\_  
If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Has the bidder ever defaulted in performance of any contract? \_\_\_\_\_  
If yes, explain the details including the name of the customer and the reasons for the default:  
\_\_\_\_\_  
\_\_\_\_\_

9. Has the bidder ever been on a government debarment list (excluded from submitting bids or receiving contracts from any governmental agency)? \_\_\_\_\_  
If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. State the name and address of the main office, store and/or alternate locations that will perform services required if this contract is awarded to the bidder and indicate the number of sales and service persons at such location:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
# of Sales Persons \_\_\_\_\_ # of Service Persons \_\_\_\_\_

**ATTACHMENT 7.6 (continued)**

11. Provide references with which the bidder has had professional laundry or dry cleaning contracts in the last three years. (List only those not included in Number 7 above.)

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

12. **Bloodborne Pathogen Policy** – Have you had other clients similar to the City of Murfreesboro that may have a high number of garments exposed to bloodborne pathogens? If yes, please list such clients.

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

**ATTACHMENT 7.6 (continued)**

13. **Authorization** – The undersigned authorizes any person, firm, or corporation to release and furnish any information requested by the City of Murfreesboro Police and Fire Departments relating to this Statement of Bidder Information.

This the \_\_\_\_\_ Day of \_\_\_\_\_, 2013.

**Name of Firm** \_\_\_\_\_

**Authorized Person (Print)** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Street Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Business Phone** (     ) \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

**ATTACHMENT 7.7**

**City of Murfreesboro  
Laundry / Dry Cleaning Garment List**

Employee Name	Pin Number	Drop Off Date	
Item Description	Quantity	Dry Clean	Laundry
Uniform Shirt / Blouse (Long Sleeve)			
Uniform Shirt / Blouse (Short Sleeve)			
Uniform Pant / Slack			
Uniform Pant (Short)			
Dress Pant / Slack			
Dress Shirt / Blouse (Long Sleeve)			
Dress Shirt / Blouse (Short Sleeve)			
Dress Jacket (Blazer)			
Dress Uniform (Jacket)			
Dress Uniform (Pant / Slack)			
Dress Suit (Jacket)			
Dress Suit (Pant / Slack)			
Dress Suit (Skirt)			
Dress			
Utility and BDU Uniforms (Blue / Camouflage / Black)			
Coveralls (Long Sleeve / Plain / Insulated Type)			
Coveralls (Short Sleeve)			
Body Armor Cover			
Tie			
Dickey			
Scarf			
Convertible Jacket (With / Without Liner)			
Lightweight Jacket			
Raincoat (Long / Short / Plain / Reversible)			
Garment Pressing Only			
Turn Out Gear – Pant			
Turn Out Gear – Coat			
Leather Jacket (Motorcycle Officer)			
Other			
<b>Alterations</b>			
Hemming Pants / Slacks			
Hemming Skirt			
Tailoring Shirt			
Waist Alterations (Pants / Slacks)			
Seam Repairs (Pants / Slacks / Shirts / Blouses)			
Patch / Emblem / Chevron Attachment / Repair			
Braid / Pants Stripe Repair			
Zipper Repair (Shirt)			
Zipper Repair (Pants)			
Zipper Replacement (Shirt)			
Zipper Replacement (Pants)			
Other			
Vendor Employee Name	Vendor Transaction Number		