

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
710 NORTH 20<sup>TH</sup> STREET  
P-100 CITY HALL  
BIRMINGHAM, AL 35203-2227  
OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

<b>TO:</b>	Prospective Bidders	
<b>INVITATION TO BID NUMBER:</b>	<b>Bid #18-51 (A complete copy can be downloaded at <a href="http://www.birminghamal.gov">www.birminghamal.gov</a>)</b>	
<b>SEPARATE SEALED BIDS FOR:</b>	<b>TRAVEL MANAGEMENT SERVICES</b>	
<b>INVITATION TO BID RESPONSES WILL BE RECEIVED BY:</b>	Carmen Jones, MAML - Purchasing Agent Purchasing Division 710 North 20 <sup>th</sup> Street, P-100 City Hall Birmingham, AL 35203-2227	
<b>***IMPORTANT SOLICITATION DATES***</b>		
<b>BID DUE DATE:</b>	<b>BID OPENING DATE:</b>	
April 13, 2018 by 5:00 PM (Central Standard Time)	April 16, 2018 at 10:00 AM (Central Standard Time)	
<p><b>Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at <a href="http://www.birminghamal.gov">www.birminghamal.gov</a> (go to link titled Bidding Opportunities), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265 and requesting a copy be mailed to you.</b></p> <p>BID OPENING WILL BE HELD AT:  Purchasing Division  P-100 City Hall  710 North 20<sup>th</sup> Street  Birmingham, AL 35203-2227</p>		
<b><u>TELEPHONE INQUIRIES – NOT ACCEPTED</u></b>		
Telephone inquiries with questions regarding clarification of any and all specifications of the bid will not be accepted. All questions <b>must</b> be e-mailed to Carmen Jones at <a href="mailto:carmen.jones@birminghamal.gov">carmen.jones@birminghamal.gov</a> .		
Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. <b>Any submission modification(s) submitted after the “Bid Opening Due Date” may not be considered.</b>		
The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.		
All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this bid, except copyrighted material, shall become the property of the City of Birmingham regardless of the bidder selected. Response to this solicitation does not constitute an agreement between the Bidder and the City of Birmingham.		
<b>The City of Birmingham is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Birmingham or any other means of delivery employed by the bidder. Similarly, the City of Birmingham is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.</b>		
<b>PUBLISHED: BIRMINGHAM NEWS ON 04/08/2018</b>		
RELEASED BY:		

# **CITY OF BIRMINGHAM**



**PUTTING PEOPLE FIRST**

## **BID #18-51 TRAVEL MANAGEMENT SERVICES**

**CARMEN JONES, MAML  
City of Birmingham  
Finance Department/Purchasing Division  
710 North 20th Street  
Room P-100 City Hall  
Birmingham, AL 35203  
Telephone: (205) 254-2265/Fax: (205) 254-2484**

## **TRAVEL MANAGEMENT SERVICES**

Sealed bids marked, “**Bid #18-51 FOR “TRAVEL MANAGEMENT SERVICES”**” will be received by the City of Birmingham hereinafter called “the City”, attention to the Purchasing Agent, located at **710 North 20<sup>th</sup> Street, Birmingham, AL 35203, Room P-100, 1<sup>st</sup> Floor - City Hall**

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **FRIDAY, APRIL 13, 2018**. **Bids submitted after this date and time will not be considered.**

**Bids will be publicly opened at 10:00 a.m. on MONDAY, APRIL 16, 2018.**

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid responses, which are received later than the date and time, indicated above. Late bids will be retained in the bid file, unopened.

The requirements listed herein should be met by all bidders. In instances where the bid differs from these requirements, a bidder shall note the difference and describe in detail how their bid will meet the City's needs without including this specific requirement. Failure to meet these requirements may be cause for rejection of the bidder's submission at the City's discretion.

### **TELEGRAPHIC/ELECTRONIC RESPONSES:**

Bid responses sent via electronic devices (i.e. facsimile machines and email) are not acceptable and will be rejected upon receipt.

### **TERMS OF CONTRACT:**

The proposed contract shall be in effect for a period one (1) year guaranteed, with the option to renew, contingent upon approval. The life of this contract shall exist with the approval of both parties with the provision that no price increase in the original bid prices shall be allowed.

### **INTERPRETATIONS AND ADDENDA:**

No interpretation or modification made to any respondent as to the meaning of the bid shall be binding on the City of Birmingham unless submitted in writing and distributed as an addendum by the City of Birmingham Purchasing Department. **Interpretation and/or clarifications shall be requested in writing and directed to Carmen Jones via Email: [carmen.jones@birminghamal.gov](mailto:carmen.jones@birminghamal.gov), City of Birmingham - Purchasing Division, Room P-100, 710 North 20<sup>th</sup> Street, Birmingham, AL 35203, or fax: (205)-254-2484.** Verbal information obtained otherwise will not be considered in awarding of contract. All addenda shall become part of the bid.

Any addenda will be available on the internet. Bidders are responsible for checking the website for addenda until the bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

All bids are to be submitted on the bid form provided and all bids are to be F.O.B. Birmingham, Alabama delivered.

The City reserves the right to reject any or all bids submitted, in whole or part, and to waive any informalities.

## **TRAVEL MANAGEMENT SERVICES**

### **BID SUBMISSION REQUIREMENTS:**

Bids must be submitted in a sealed envelope marked **“Travel Management Services,” by 5:00 PM (CST), 04/13/2018**. Bids may be **hand delivered** to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama 35203 or **mailed** to City of Birmingham, 710 North 20<sup>th</sup> Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) **must** specify delivery to Room P-100, 1<sup>st</sup> Floor-City Hall.

Four (4) original hard copies must be submitted and any bids not received by the designated time and date will be automatically disqualified from consideration and kept on file unopened. Each bid should be marked **“Travel Management Services”** on the outside of the package and should be sealed.

Any item not specifically mentioned but necessary for the delivery and operation of the bid request shall be included in this bid response. These specifications and requirements should be in sufficient detail to secure bids on comparable services.

### **SCHEDULE OF EVENTS:**

The estimated schedule for the bid is as follows:

- |  |                |
|--|----------------|
| • Release of bid:                        | April 4, 2018  |
| • Written Inquiries Deadline:            | April 11, 2018 |
| • Bid Due Date: (by 5:00 p.m., CST)      | April 13, 2018 |
| • Bid Opening Date: (at 10:00 a.m., CST) | April 16, 2018 |

### **TELEPHONE INQUIRIES:**

Telephone inquiries regarding clarification of any and all specifications of the bid will be not accepted. All questions must be written and faxed to (205) 254-2484 or e-mailed to [carmen.jones@birminghamal.gov](mailto:carmen.jones@birminghamal.gov) by 5:00 p.m. (CST/DST) on **April 11, 2018**. Correspondence with individuals other than those listed herein will not be allowed.

### **STATEMENT OF PURPOSE:**

This Bid provides interested parties with sufficient information to enable them to prepare and submit a response for consideration to the City of Birmingham. By submitting a response, you are affirming that you (in the case of individuals) and/or your organization are interested in contracting with the City to provide services covered herein. **This document serves a two-fold purpose in that it is the Mayor’s Office and the City of Birmingham document of record showing our specifications, terms and conditions, besides the purchase order that will be executed with regard to the purchase of the services requested herein.**

### **DISCLOSURE:**

Subject to applicable law or regulations, the content of each bidder’s submission shall become public information upon the effective date of any resulting contract.

### **TAX:**

The City of Birmingham is exempt from all Federal Tax, and sales and use tax, except Alabama tax on oils, lubricants and fuels specifically bought for over-the-road transportation use.

### **PRICING FORMAT:**

Surrounding any chargeable service, vendor must clearly state when charges begin and when they end. Also, vendor should itemize as much as possible those services that are considered chargeable.

## **TRAVEL MANAGEMENT SERVICES**

### **SCOPE OF SERVICES**

#### **TRAVEL:**

The City is soliciting bids from qualified travel agencies interested in providing travel agency services to purchase airline tickets for individuals assisting the City of Birmingham in testing, development and assessment. The travel agency will be required to research flight costs/duration of flights/number of flight connections; and utilize any viable airline regardless of method of payment requirements at the most economical price, with excellent customer service that meets the needs of the **CITY OF BIRMINGHAM**. Successful bidders must offer solutions that meet or exceed the requirements of this BID. On an average, the **CITY OF BIRMINGHAM** will reserve approximately 250 flight reservations per year.

Vendor must provide qualified travel agent(s) to provide the following services:

1. Contact the travelers identified by the City to gather all information needed (travel dates and times, preferred airport, alternate airport [where applicable], etc.) to secure appropriate airline travel arrangements.
2. Contact the City for pre- approval of purchases exceeding a specified maximum cost limit.
3. Secure reservations for airline travel for identified travelers and pre-pay for ticket purchases for later invoicing to the City.
4. Issue all travel related documents required by traveler (s), to include:
  - a. Airline Tickets: Electronic ticketing will be the method preferred, hardcopy tickets should be issued only when necessary.
  - b. Invoice/Itinerary: All invoices/itineraries must be provided electronically in a standard format reflecting, at a minimum, the following:
    - Passenger name, including government agency when applicable
    - Carrier(s)
    - Flight number(s)
    - Departure and arrival times for each trip
    - Origin and destination for each trip
    - Confirmation numbers supplied by the various travel providers
    - Class of service
    - Name and phone number of person requesting reservations
    - Contact information (include hours of operation)
5. Changes in travel documents: The contractor shall make all necessary changes in travel documents that may be required due to rescheduling prior to commencement of the trip, or during the trip or travel segment.
6. Provide delivery of all travel documents (when necessary) at least 24 hours prior to commencement of the scheduled trip.
7. Provide customer service for timely, accurate and cost effective route planning.
8. The successful contractor must provide the necessary level of backup support to ensure continuity of travel services during times of excessive call volume and when travel agents are out of the office.
9. Provide an invoice to the City on a weekly or monthly basis for tickets purchased during the designated time period. Invoice must be include a breakdown by traveler and list traveler name, ticket issue date, invoice/ticket number, airline vendor, travel dates, departing and arriving airports, and cost of ticket.

## **TRAVEL MANAGEMENT SERVICES**

### **HOTEL ACCOMMODATIONS:**

The City is seeking a vendor to provide hotel accommodations (including all services/amenities listed below) for individuals traveling to Birmingham to provide services for the City of Birmingham. The City projects to require hotel stay for approximately 150 individuals for a total of approximately 750 nightly stays annually. However, no minimum number of individuals or nightly stays will be guaranteed by the City for the initial annual contract or any renewal option years. Vendors submitting bids must provide a flat charge for a nightly stay. Vendors must also be able to provide each of the services/amenities listed below and must specify any additional charges per night for any of these additional services/amenities.

- Vendor must supply breakfast for all individuals requiring hotel stay under the City contract. In the submitted bid, the vendor must provide a description of the type of breakfast to be provided and any additional charge per person beyond the charge for the nightly stay.
- Vendor must supply valet parking for all individuals arriving to the hotel by automobile.
- Vendor must supply transportation to and from the Birmingham-Shuttlesworth International Airport for any individuals flying into Birmingham requiring hotel stay under the City contract.
- Vendor must provide all individuals staying at the hotel under the City contract access to an on-site fitness center or access to off-site fitness center within ¼ mile of the hotel.
- Vendor must provide in-room internet access (wireless or ethernet) for individuals staying at the hotel under the City contract.
- Vendor must be able to distribute welcome packages (supplied to the hotel by the City of Birmingham) to individuals staying under the City contract upon checking into the hotel.
- The individuals requiring hotel stay under the request of the City will be arranged in groups ranging in size from 2 to 40 individuals. Each individual in the group will generally require five nightly stays at the hotel; however, the City does not guarantee any minimum number of nightly stays for each group or any individuals within the group. The City will establish individual contracts with the selected vendor for each group of individuals staying under the City contract.

The vendor must be willing and able to adhere to the following outline contract and billing arrangements in order for the vendor's bid to be considered:

- Although the City strives to coordinate hotel stays for groups and establish individual contracts with the hotel for each group more than 30 days in advance of the event (i.e., dates of the hotel stay); the vendor must be willing to accept contracts at the prices outlined in the bid no more than two (2) weeks in advance of the event, hotel space permitting.
- In cases where the City requests the hotel to host a group of 30 or more individuals, the hotel must be able to accommodate a request by the City to host a reception (up to two hours in length) on one evening during the group's stay. The hotel must be able to supply a room sufficient in size and function to accommodate such a request and must be able to supply drinks and light hors d'oeuvres. The submitted bid should include the per person price (or price options per person) for a reception of this size and nature. The City does not guarantee a request for a reception regardless of the size of the group.
- Vendor must provide a nightly hotel room stay price that does not exceed the prevailing government rate.
- Vendor must be willing and able to accept a promise of payment through a purchase order and submit an invoice to the City of Birmingham upon completion of the group's stay. No deposit will be paid directly to the vendor prior to the stay.

## **TRAVEL MANAGEMENT SERVICES**

- Vendor must provide the hotel room and services/amenities listed above to all individuals checking into the hotel who are on an approved rooming list sent to the hotel by the City. The hotel should not charge the approved individuals (i.e., those on the rooming list) for the hotel room or *any of the above services/amenities*; instead, the hotel should bill the City at the conclusion of the stay for the group.
- Vendor must charge any incidentals or other services *not* listed above directly to the individual.
- Vendor must supply an invoice with itemized charges separated by each individual within the group. Any charges to the City (beyond the nightly stay charge) for *any of the services/amenities listed above* must also be itemized by individual on the invoice.
- Vendor shall allow for a finalized rooming list to be provided to the hotel by the City of Birmingham by 24 hours in advance of the group stay.
- Vendor shall allow for cancellation of up to 25% of rooms reserved for a given event up to 24 hours before the stay with no charge or cancellation penalty for cancelled rooms.
- Vendor shall allow for cancellation of 100% of rooms reserved for a given event more than 30 days prior to the event with no charge or cancellation penalty.
- Vendor must be willing and able to accept payment terms of 45 days from date of receipt of an accurate invoice.
- The City is a tax exempt organization. The vendor must supply an invoice that does not charge taxes. Necessary fees in lieu of tax are acceptable. Such applicable fees must be stated in the bid submission.

### **MINIMUM QUALIFICATIONS:**

Bidders must be able to provide all of the services and accept all of the terms. Additionally, qualified bidders must meet the following requirements:

- Documented ability to provide all the services listed in and required by this Bid.
- A minimum of three (3) years of experience providing service similar to specifications provided herein.
- Documented experience with reliable and successful completion of similar projects in working with governmental agencies.
- Is authorized to conduct business in the State of Alabama and the City of Birmingham.
- Vendor employs sufficient qualified personnel to provide the services to fulfill the requirements of this Bid and address any problems that may arise during the entire course of the engagement listed herein.
- Hotel must be located within ½ mile from City Hall, 710 North 20<sup>th</sup> Street, Birmingham, AL 35203. **OR**
- Hotel must be located within 2 miles from City Hall, 710 North 20<sup>th</sup> Street, Birmingham, AL 35203 and be able to provide dedicated shuttle service for the individuals on the rooming list from the hotel to City Hall in the morning and from City Hall to the hotel in the late afternoon/early evening at no additional charge.

### **METHOD OF PAYMENT:**

Bidder will state his method of payment and indicate the invoice cycle, “monthly”, “quarterly”, or “annually”.

### **AWARD:**

The award will be made on an all or none basis. Bidder will quote on all items. Price alone is not the determining factor for award of contract from this bid. The City will award contract to company who, in the opinion of the City, is best qualified and prepared to provide the services requested.

## **TRAVEL MANAGEMENT SERVICES**

### **AWARD CRITERIA:**

1. Meets minimum requirements as stated in bid.
2. Ability to meet service requirements as stated in bid.
3. Hotel location
4. Pricing
5. Final selection of candidate will be at the sole discretion of the City of Birmingham
6. The most responsive and responsible bidder will be recommended for award of contract from this Invitation to Bid.

### **INVOICING:**

If an invoice does not agree with the purchase order, ship-to department name and address; credits or a corrected invoice will be required in order for the City to process payment.

### **THIRD-PARTY "REMIT-TO":**

If bidder has a third-party "remit-to" company, that information must appear on the Bidder's response. The Mayor's Office and the City of Birmingham will send payment to the company designated by Bidder on its response, but will not be responsible for resolving payment issues, should the bidder change payment processing companies after a payment has been mailed or without 45-day written notification to the Purchasing Division of the City of Birmingham.

### **PRE-PAYMENTS:**

No prepayments of any kind will be made prior to services being provided.

### **CANCELLATION:**

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the services, item(s) and/or product lines(s) being supplied is/are failing to perform satisfactorily. Failure to deliver as specified and in accordance with the bid submitted will constitute sufficient grounds for cancellation.

### **CONTRACT ADDITIONS:**

If mutually agreed upon within twelve (12) months from bid opening date, this bid may be used as the basis for additional purchases of same type and scope as requested herein.

Bidder agrees that the City of Birmingham will be charged no more for item(s) or service(s) than the price presented in the submitted bid. However, in the event of a price reduction; the City will receive the benefit of such reduction on any undelivered portion of contract.

### **INCURRING COSTS:**

All costs incurred in preparing the Bid, or costs incurred in any other manner by the respondent in responding to this bid will be wholly the responsibility of the respondent. All materials, supporting materials, correspondence and documents submitted in response to this Invitation to Bid will become the property of the City and will not be returned.

### **SUBCONTRACTING:**

The intention to subcontract any portion of the project to a named entity must be part of the bidder's submission. No portion of the bid or resulting project may subsequently be subcontracted without the prior written approval of a member of the Mayor's Executive Team.

### **REFERENCES:**

The Bidder will provide three (3) customer references of accounts similar in size and scope to the City.



## **TRAVEL MANAGEMENT SERVICES**

### **BREACH AND DEFAULT:**

Any violation of this Agreement shall constitute a breach and default of this agreement shall be cause for termination. Upon such termination Contractor shall immediately refund to the City of Birmingham all amounts paid by the City pursuant to this Agreement. Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Any violation of this agreement shall constitute a breach and default of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor" This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

Irrespective of any default hereunder, either party may also, at any time in their discretion, terminate this Agreement, in whole or in part, by giving the other party sixty (60) days written notice thereof and in such event, Contractor shall be entitled to receive compensation specified herein for all work completed prior to such sixty (60) day's notice of termination or cancellation, delivered or not yet delivered to the City. Contractor shall also be entitled to compensation for all subsequent work requested by the City and delivered by Contractor, after notice of termination. For any work partially completed at the date of termination, such work will be compensated on a prorated basis, as mutually agreed upon.

### **GOVERNING LAW/DISPUTE RESOLUTION:**

Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

### **ADDITIONAL PURCHASES:**

The City has attempted to list all items for **TRAVEL MANAGEMENT SERVICES** required during the term of the contract, if mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types and/or sizes.

### **PURCHASE ORDERS:**

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former bids, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

### **PAYMENT TERMS:**

The City's standard payment term is Net-30 days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City's records shall prevail. **The City will not consider any bids requiring C.O.D. payments.**

## **TRAVEL MANAGEMENT SERVICES**

### **QUANTITIES:**

The quantities shown on the bid form are estimated initial purchase quantities only. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than this quantity as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract.

### **REDUCTION IN COST:**

Bidder agrees that the City of Birmingham will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; the City will receive the benefit of such reduction on any undelivered portion of contract.

### **NON- DISCRIMINATION POLICY:**

Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the bidder to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

### **FORM W-9:**

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE):**

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

### **BUSINESS LICENSE:**

In the event you receive a notification of intent to award letter, bidder must provide the City of Birmingham a copy of his/her current City of Birmingham business license no later than seven (7) working days of receipt. Failure to submit the requested information will result in the notice of intent to award being revoked. A copy of his/her license may be submitted along with the bid.

### **E-VERIFY STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:**

Vendor shall participate in the E-Verify program as required under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

## **TRAVEL MANAGEMENT SERVICES**

### **NEGOTIATIONS:**

The City of Birmingham reserves the right to enter into contract negotiations with the selected Bidder. If the City and the selected Bidder cannot negotiate a successful contract, the City may terminate negotiations and begin negotiation with the next selected Bidder. This process will continue until a contract has been executed or all bids have been rejected. No Bidder shall have any rights against the City arising from such negotiations.

### **SINGLE BID:**

If a single bid response is received for this bid, the bid will be rejected in accordance with Title 41-16-50-a of the Alabama Code. The bid will be opened, but **will not** be read publicly. We will proceed with negotiations for a lower price with the rejected Bidder and other Bidders by means of sealed quotes. The rejected Bidder's initial offer will not be disclosed to other Bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City are met.

### **RECORDS RETENTION AND ACCESS REQUIREMENTS:**

The Successful Bidder and any of its sub-contractors shall maintain books, records, documents and other evidence of account procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of the Contract. The Successful Bidder and its sub-contractors shall retain all such records for seven (7) years after the expiration or termination of the Contract. Records relating to any litigation matters regarding the Contract shall be kept for one year following the termination of litigation, including all appeals if the litigation does not terminate within six (6) years from the date of expiration or termination of the Contract. Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the City and state or federal officials so authorized by law, rule, regulation or contract, as applicable. During the term of this Contract, access to these items will be provided within Jefferson County of the State of Alabama, unless otherwise agreed by the City. Delivery of and access to such records will be at no cost to the City during the six (6) year period after the Contract term or six (6) year term following litigation. The Successful Bidder shall include the records retention and review requirements of this section in any of its subcontracts.

### **PRICE GUARANTEE FOR ENTIRE CONTRACT PERIOD:**

Bidder agrees that he will deliver any services awarded to him and that such prices billed will be no higher than those quoted herein and that services will be provided within the time specified herein or within a reasonable time, if not so specified. Bidder hereby guarantees delivery of all items awarded to him hereunder, without any qualification or limitation whatsoever. In making this guarantee, bidder confirms that he has secured the subject items or has obtained guarantee of their availability sufficient to his satisfaction.

Bidder further agrees that in the event bidder fails to deliver any items awarded to him in accordance herewith for any reason whatsoever, the City may, at its option, accept the next lowest and best bid for such items, or re-bid such items, or obtain substitute items elsewhere. Bidder agrees to pay the City the difference between the bidder's bid for such items and the cost to the City to obtain the items elsewhere, if greater, and other incidental and consequential damages. The City may elect not to affect such cover and may enforce all remedies authorized by law.

## **TRAVEL MANAGEMENT SERVICES**

### **CONFLICT OF INTEREST:**

Contractor covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Contractor shall promptly notify the City in writing of the existence of such conflict of interest.

### **CONFIDENTIALITY:**

Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City information whether deemed confidential or not.

### **PERFORMANCE BOND:**

Successful offeror will furnish surety bond equal to the amount of contract at no cost to the Mayor's Office or the City, to guarantee that all conditions and specifications of the RFP will be fulfilled. Bond will be furnished to the Purchasing Agent no later than 14 days after requested.

### **ASSIGNMENTS:**

No portion of the bid or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of the City. Should the City authorize the Successful Bidder to subcontract (assign) any portion of this contract, the Successful Bidder will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Bidder must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

### **MODIFICATION OF CONTRACT:**

All changes/modifications to the original agreement must be submitted to the Purchasing Division for review. These submissions (and if applicable, the costs associated with the changes) will be reviewed and submitted for review and approval to the Mayor's Office. Changes that are reviewed by the Purchasing Division and determined to be necessary by the Mayor's Office will result in no cost to the Mayor's Office and the City. Any changes/modification that involves ADDITIONAL MONEY shall not be binding unless approved by the Mayor's Office.

### **AUDITS:**

For all the work being performed under this contract, the City or a designated 3<sup>rd</sup> party auditor has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the successful Bidder shall make the materials to be audited available within one (1) week of the request for them.

### **NON-COLLUSION:**

Contractor covenants and declares that it has not employed any person to solicit or procure this Agreement and that Contractor has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration or earlier termination of this Agreement.

## **TRAVEL MANAGEMENT SERVICES**

### **INSURANCE REQUIREMENTS**

#### **LIABILITY INSURANCE:**

For the duration of this contract and for limits not less stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with a maximum of \$1,000,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; (iii) professional liability of \$1,000,000.00 limit for claims arising out of professional services caused by contractor's errors, omissions or negligent acts; and (iv) Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number (18-51) must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid.

The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

#### **CITY ADDITIONAL NAMED INSURED:**

Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work.

The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

#### **POLICIES PRIMARY:**

All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

#### **WAIVER OF SUBROGATION:**

Bidder shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Bidder hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Bidder or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

## **TRAVEL MANAGEMENT SERVICES**

### **PROOF OF COVERAGE:**

Before the commencement of services or work hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

### **HOLD HARMLESS AND INDEMNIFICATION:**

Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitee(s).

Contract award to purchase the service covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdiction of the courts of the State of Alabama.

**Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties, and other amounts due the City from the successful bidder.**

### **CONFIDENTIAL OR PROPRIETARY INFORMATION:**

If a Bidder's response contains material noted or marked as confidential and/or proprietary that, in the City's sole opinion, meets the disclosure exemption requirements of the Alabama Public Records Law, then that information will not be disclosed pursuant to a request for public documents. If the City does not consider such material to be exempt from disclosure under the Alabama Public Records Law, the material will be made available to the public, regardless of the notations or markings. If a Bidder is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the Alabama Public Records Law, then it should not include such information in the bid. Any proprietary information contained in the Response shall be so indicated with the notation in **BOLD** letters at the top and bottom of the page, **THIS PAGE CONTAINS PROPRIETARY INFORMATION**. A general indication that the entire content or major portion, of the Response is proprietary will not be honored.

## **TRAVEL MANAGEMENT SERVICES**

### **CITY FUNDS PAID:**

Successful Bidder must certify by the execution of Purchase Order Agreement that no part of the funds paid by the Mayor's Office and the City of Birmingham pursuant to this agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the City or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

### **FORM OF CONTRACT:**

Should bidder require to utilize a standard form contract for the provision of the services specified herein, bidder should include the standard form contract with the bid form. If any term or condition of bidder's standard form contract is non-negotiable, such term or condition should be clearly identified. Non-negotiable terms or conditions determined to be unsatisfactory to the City may result in the disqualification of the bid.

### **LICENSES/CERTIFICATES:**

The City reserves the right to require documentation that each bidder is an established business and is abiding by the Ordinances, Regulation, and Laws of their community and the State of Alabama. If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this bid, the City reserves the right to require you to provide documentation of your current license and/or certification before considering your submission and/or before awarding a contract.

### **FINANCIAL STABILITY:**

Bidder shall provide the City with financial statements, including statements of operations, balance sheets, and statements of cash flows, for the last two fiscal years.

### **PROHIBITION AGAINST BOYCOTTING:**

By signing this contract the Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

## TRAVEL MANAGEMENT SERVICES

**QUESTIONNAIRE:**

In addition to the content of the bid (as described in the “Bid Information Requirements” section of this RFP), the responding organizations must answer “Yes” or “No” to the following questions. Responsive bids shall include a copy of this completed questionnaire.

NO.	QUESTION	RESPONSE (Yes or No)
1	Is the vendor willing and able to, without exception, provide research for the traveler’s preferred departing airport, as well as viable alternative airports in order to obtain the most economical price for the City?	
2	For airfares that are greater than \$600.00, is the vendor willing and able, without exception, to contact the City for purchase approval?	
3	Is the vendor willing and able to contact the City travelers with flight options?	
4	Is the vendor willing and able to reserve flight reservations; submit flight itinerary to travelers and Testing Manager/designee via e-mail or fax?	
5	If flight changes are necessary, is vendor willing and able, without exception, to contact the City for approval and make necessary flight changes at the most economical cost for the City?	
6	Is the vendor willing and able to submit to the City a summary invoice, as well as the detailed invoices of each individual flight, for each designated group within two weeks after the flight dates?	
7	Does vendor accept purchase orders?	
8	Will vendor accept payment within 45 days from the invoice date without any finance charges or penalties?	
9	Will vendor provide friendly, courteous customer service to the City travelers and Testing Manager/designee?	
10	Will vendor provide a designated Travel Representative and a back-up to serve all the City flight needs?	
11	Will vendor provide a single point of contact to coordinate the delivery of airline services to be provided under this contract?	
12	Will vendor accept travel requests via telephone and e-mail?	
13	Is the vendor willing and able to charge fees on a “per traveler” basis versus a “per ticket” basis?	



**BID**

(Bidder must use this form to fill in all spaces)

**FEE STRUCTURE FOR TRAVEL:**

Organizations responding to this bid must complete this Fee Structure sheet in its entirety and include it in the submitted bid as outlined in this bid.

\_\_\_\_\_ shall provide the services as detailed in  
(Company Name) the attached bid to provide

Travel Management Services for the City of Birmingham, subject to the term, scope of services and general conditions set forth in Bid No: 18-51 and ensuing contract to provide for a complete and finished service including all administrative expenses, a firm-fixed amount for a total cost of:

\$\_\_\_\_\_ per round trip airline travel booked, including multiple leg flights (this cost should only include service fees charged by the responding vendor and not costs of airline tickets)

\$\_\_\_\_\_ for each change to previously arranged airline travel (this cost should only include service fees charged by the responding vendor for changes to flights made by the traveler and approved by the City after original travel arrangements have been booked; this cost listed should not include any fees charged by the airline for flight changes)

**\* Any additional costs associated with providing the services outlined in this bid not captured by the costs provided above must be listed here with a detailed description of the cost and nature and purpose of the charge. Add an additional sheet if necessary.**

**ACKNOWLEDGEMENT:**

BIDDER: Company: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_

Authorized by: \_\_\_\_\_  
(Signature and Title)

Email: \_\_\_\_\_

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

**BID (CONTINUED)**

**FEE STRUCTURE FOR HOTEL ACCOMMODATIONS:**

Below you must indicate the fees to be charged for the hotel accommodations as well as the additional specified services for the contract period (including optional renewal years) covered by this Invitation to Bid. Fill in all spaces.

1. Quantity of Rooms: Bidder should identify the number of rooms available in the hotel  
Total Number of Rooms Available: \_\_\_\_\_
2. Price of Room: \_\_\_\_\_ (Flat Rate) Nightly/ Per Person
3. Reception Cost: \_\_\_\_\_ Per Person (Must Accommodate up to 40 Persons, Up to 2 Hours, Light Hors d'oeuvres, Beverages)
4. Provide valet parking for all individuals arriving to the hotel by automobile  
a. Yes \_\_\_ No \_\_\_  
  
Valet Parking Cost: \_\_\_\_\_ (Flat Rate) Nightly/Per Person with Parked Car
5. Provide transportation to and from the Birmingham-Shuttlesworth International Airport for any individuals flying into Birmingham and requiring stay  
a. Yes \_\_\_ No \_\_\_  
  
b. Shuttle To/From Airport Cost: \_\_\_\_\_ (Flat Rate) Per Trip/Per Person
6. On-Site Fitness Center: Yes \_\_\_ No \_\_\_  
  
a. Off-Site Fitness Center (within ¼ mile of the hotel): Yes \_\_\_ No \_\_\_  
  
b. Fitness Center Cost: \_\_\_\_\_ (Flat Rate) Nightly/Per Person
7. Provide in-room Internet Access: Wireless \_\_\_ Ethernet \_\_\_  
a. Internet Access Cost: \_\_\_\_\_ (Flat Rate) Nightly/Per Person
8. Distribute Welcome Packages (provided by the City) upon checking into the hotel?  
Yes \_\_\_ No \_\_\_
9. Supply breakfast for all individuals requiring hotel stay under the City contract Yes \_\_\_ No \_\_\_  
  
a. Breakfast Cost: \_\_\_\_\_ (Flat Rate) Nightly / Per Person
10. Is the vendor located within ¼ miles of the City Hall (710 North 20<sup>th</sup> Street, Birmingham, AL 35203)? Yes \_\_\_ No \_\_\_
11. If vendor states "No" to question #10, the is the vendor hotel located within 2 miles of City Hall (710 North 20<sup>th</sup> Street, Birmingham, AL 35203) and is the vendor able to provide shuttle service at no additional charge for individuals in the morning and afternoons to and from the hotel and City Hall? Yes \_\_\_ No \_\_\_

**NAME OF YOUR COMPANY** \_\_\_\_\_

**BID (CONTINUED)**

**RENEWAL DISCOUNT:**

The fee structure for the travel and hotel accommodations presented above is the maximum rate to be charged for the specified products/services for the first year of the contract, as well as for two additional optional renewal years, contingent upon approval.

In the spaces below, please indicate any discounts that would be applied to the fee structure provided above for the each of the optional yearly contract renewal years.

**MAXIMUM DISCOUNT:**

Guaranteed discount applied to above fees if contract is renewed for 2<sup>nd</sup> year: \_\_\_\_\_%

Guaranteed discount applied to above fees if contract is renewed for 3<sup>rd</sup> year: \_\_\_\_\_%

**Address for local office as required by the bid specifications:**

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I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority – and women – owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City’s business, economic and community revitalization programs.

**EXCEPTION TO SPECIFICATIONS: (use extra pages if necessary)**

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**NAME OF YOUR COMPANY** \_\_\_\_\_

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
710 NORTH 20<sup>TH</sup> STREET  
P-100 CITY HALL  
BIRMINGHAM, AL 35203-2227  
OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**CARMEN JONES, MAML  
PURCHASING AGENT**

**APRIL 4, 2018  
BID: 18-51**

**SIGNATURE PAGE**

_____		_____	
Date of Bid		Name (Print legibly or type)	
_____		_____	
Company		Title	
_____		_____	
Street Address		Signature	
_____		_____	
City	State	Zip	Tax ID Number
_____		_____	
Post Office Box		E-Mail Address	
_____		_____	
City	State	Zip	Telephone Number
_____		_____	
Terms of Payment		Fax Number	
_____		_____	
Delivery Date		Cell Phone	

Bidder acknowledges receipt of \_\_\_\_\_ addenda(s).

**PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.**

**INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:**

1. **BID AWARD NOTICE ADDRESS** \_\_\_\_\_
2. **PURCHASE ORDER ADDRESS** \_\_\_\_\_
3. **REMITTANCE ADDRESS (and name if different than above)**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
710 NORTH 20<sup>TH</sup> STREET  
P-100 CITY HALL  
BIRMINGHAM, AL 35203-2227  
OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**NOTIFICATION OF INTENT**

**BID #18-51  
“TRAVEL MANAGEMENT SERVICES”**

( ) On behalf of myself/company/institution, I hereby certify that I/**we** intend to submit a response.

( ) On behalf of myself/company/institution, I hereby certify that I/**we do not** intend to submit a response.

**All potential vendors seeking to do business  
with the City of Birmingham should register at  
<https://www.birminghamal.gov/work/employment-bidding/bidding-opportunities/>**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Individual/Company/Institution

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**\*\*\*NOTE\*\*\***

Your notification of intent to respond can be emailed to [carmen.jones@birminghamal.gov](mailto:carmen.jones@birminghamal.gov) or via fax at (205) 254-2484.