

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

**CARMEN JONES, MAML
PURCHASING AGENT**

**OCTOBER 5, 2017
ITB: 18-14**

TO:	Prospective Bidders	
INVITATION TO BID NUMBER:	Bid #18-14 (A complete copy can be downloaded at www.birminghamal.gov)	
SEPARATE SEALED BIDS FOR:	MORTGAGE LOAN PORTFOLIO	
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Carmen Jones, MAML - Purchasing Agent Purchasing Division 710 North 20 th Street, P-100 City Hall Birmingham, AL 35203-2227	
IMPORTANT SOLICITATION DATES		
BID DUE DATE:	BID OPENING DATE:	
October 25, 2017 by 5:00 PM (Central Standard Time)	October 26, 2017 at 10:00 AM (Central Standard Time)	

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (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.

BID OPENING WILL BE HELD AT:
Purchasing Division
P-100 City Hall
710 North 20th Street
Birmingham, AL 35203-2227

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions **must** be e-mailed to Carmen Jones at carmen.jones@birminghamal.gov.

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. **Any submission modification(s) submitted after the "Bid Opening Due Date" may not be considered.**

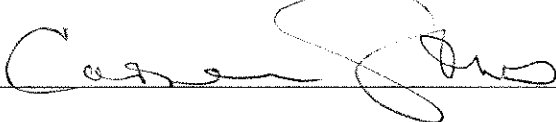
The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.

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 ITB, 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.

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.

PUBLISHED: BIRMINGHAM NEWS ON 10/11/2017

RELEASED BY:



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

CARMEN JONES, MAML
PURCHASING AGENT

OCTOBER 5, 2017
ITB: 18-14

INVITATION TO BID

Sealed bids marked "Mortgage Loan Portfolio" will be received by the City of Birmingham Purchasing Department, P-100 First Floor of City Hall, 710 North 19th Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **WEDNESDAY, OCTOBER 25, 2017**. Bids submitted after these dates and times will not be considered.

Bids will be publicly opened at 11:00 a.m. on **THURSDAY, OCTOBER 26, 2017**.

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/proposal responses, which are received later than the date and time, indicated above. Late bids/proposals will be retained in the bid/proposal file, unopened.

TELEGRAPHIC/ELECTRONIC RESPONSES

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

TERM OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award. The proposed contract shall be in effect for a period of (3) years.

ADDENDA

Any addenda will be available on the internet. Bidder is 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.

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK

It is required for any contract exceeding \$10,000.00 that the bidder submits with his bid a certified check, a cashier's check, or a bid bond payable to the City of Birmingham. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor 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.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

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.

Bids must be submitted in a sealed envelope marked "Mortgage Loan Portfolio," 5:00 PM (cst), 10/25/2017." Bids may be **hand delivered** to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or **mailed** to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) **must** specify delivery to Room P-100, 1st Floor-City Hall.

cj: BN 10/11/2017

Carmen Jones
Purchasing Agent

**MORTGAGE LOAN PORTFOLIO
INVITATION TO BID**

STATEMENT OF PURPOSE

The City of Birmingham is seeking bids for an annual contract for servicing mortgage loan portfolio, renewable annually at prices originally bid for a second and third year, upon mutual agreement of both parties. Award will be made to the lowest priced responsive and responsible bid submitted based on a total lot basis. Award will be made to the lowest responsive, responsible bidder who has the lowest grant total for all three (3) years of the contract. If the low bidder, is not the incumbent, there is an expense to the city for the transfer of loan records from the incumbent bidder's facility to the low bidder's facility. It is absolutely necessary that the costs associated with the transfer of loan records does not cost the city more than the savings realized from any low bidder that is not lower than the incumbent bid. Therefore, the cost associated with transferring the current loan records based on the incumbent's current bid must be considered as part of the bid evaluation process. For Example: All costs associated with the incumbent's transfer of records, as shown in the incumbents current bid will be multiplied by the total number of loans current at the time of bid evaluation. That total cost will then be added to the bid of all non-incumbent bidders. Then the determination of who is low bidder will be made. At the present time, the City has 728 current loans (299 amortized and 429 deferred) with a transfer fee of \$30.00/loan.

The basis of the bid shall consist primarily of a mortgage loan portfolio that the City may require during the life of this contract. The City intends to award to the lowest priced, most responsive and responsible bidder. Successive 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 and/or responsible bidder.

TERMS OF CONTRACT

The proposed contract shall be in effect for a period of (3) years. 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.

PUBLIC DISCLOSURE

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

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.

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 proposals, 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.

TERMINATION OF CONTRACT

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) days 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.

All bids submitted are to be F.O.B. delivered, City of Birmingham, Birmingham AL 35203.

**MORTGAGE LOAN PORTFOLIO
INVITATION TO BID (CONT'D)**

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK

Each bidder is to extend prices and provide a total for the bid being submitted. In order for any bid award to be considered that exceeds \$10,000.00 your bid must have been accompanied by an acceptable bid bond, certified check or cashier's check in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

AWARD

The award will be made on an all or none basis. Bidder will quote on all items. Contract will be awarded to the lowest most responsive and responsible bidder who meets all bid requirements and has a history of successfully completing like work.

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.

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.**

PRICES

Include transportation (including fuel surcharge, if applicable).

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.

PRE-PAYMENTS

No prepayments of any kind will be made prior to shipment.

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.

ADDITIONAL PURCHASES

The City has attempted to list all items for **MORTGAGE LOAN PORTFOLIO** 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.

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.

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.

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.

**MORTGAGE LOAN PORTFOLIO
INVITATION TO BID (CONT'D)**

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.

PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each Bidder's Proposal shall become public information upon the effective date of any resulting contract.

TELEGRAPHIC/ELECTRONIC BID RESPONSES

Proposal responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

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.

SINGLE BID

If a single bid response is received for this ITB, the bid will be rejected in accordance with Title 41-16-50-a-1 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.

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 proposals have been rejected. No Bidder shall have any rights against the City arising from such negotiations.

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.

INVOICING

If an invoice does not agree with the purchase order, credits or a corrected invoice will be required in order for the City to process payment.

THIRD-PARTY "REMIT-TO"

If a Bidder has a third-party "remit-to" company, that information must appear on the Bidders response. The City of Birmingham will send payment to the company designated by the 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 a 45-day written notification to the Community Development and Accounting division of the City of Birmingham.

**MORTGAGE LOAN PORTFOLIO
INVITATION TO BID (CONT'D)**

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.

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.

OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the services to be performed by Contractor shall be and are the property of the City and the City shall be entitled to full access and copies of all such materials.

INSURANCE

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 (14-20) 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: Contractor 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, Contractor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Contractor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

**MORTGAGE LOAN PORTFOLIO
INVITATION TO BID (CONT'D)**

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.

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 proposal.

(THIS PORTION LEFT BLANK INTENTIONALLY)

**MORTGAGE LOAN PORTFOLIO
BIDDER COMPLIANCE FORMAT**

Bidders shall check (✓) each and every paragraph in the appropriate column provided on the right hand edge of the page as to compliance or non-compliance with specifications. Exceptions will be allowed to items that are not listed as "No Exception" if they are equal to or superior to that specified and provided they are listed and fully explained on the exceptions page. The purchaser shall be the sole judge of equality and the decision of the City of Birmingham shall be final. Bids taking total exception to the specifications will not be accepted.

	BIDDER COMPLIANCE	
	YES	NO
<p>1) Collect all payments due under the terms of each loan as they become due.</p> <p>2) Collect escrow for the payment of taxes and insurance on new accounts.</p> <p>3) Prepare and issue a coupon book or other monthly financial statement for all existing and new loans.</p> <p>4) Track property taxes for all accounts, and provide a report by January 10th to the City of Birmingham's Director of Community Development and Director of Finance listing all properties that are delinquent as of January 1st.</p> <p>5) Monitor insurance coverage on a monthly basis, and notify the City of Birmingham's Director of Community Development and Director of Finance of no evidence of insurance prior to force placing insurance.</p> <p>6) Have the capacity to generate a letter with payoff balance within 48 hours of the request.</p> <p>7) Keep complete, accurate, and separate account of, and properly apply, all sums collected by it on account of each loan for principal, interest, taxes, assessments, hazard insurance, and other public charges.</p> <p>8) Deposit all funds received in behalf of the loans in a segregated trust of custodial interest bearing account insured by FDIC.</p> <p>9) Provide loan level reports and executive summary reporting each month to the City of Birmingham's Director of Community Development. The City of Birmingham will expect the Servicer to fulfill all reasonable requests for executive summary report formats utilizing system reporting. All reports will be as of the last day of the month and must be submitted by the 15th calendar day of the next month.</p> <p>10) Remit all funds collected as of the monthly cut-off date, including accumulated interest, to the City of Birmingham's Director of Finance, or his /her designee, by the 15th calendar day of the next month. Remittances submitted to City by Contractor shall reflect a deduction of Contractor's fees under this Agreement from the monthly borrower remittances it receives. Should the monthly borrower remittances that the Contractor receives be insufficient to cover the Contractors fees in that month, Contractor will invoice City for the short fall. In addition to the funds, two (2) copies of a Management Report shall be submitted to the City, one to the Director of Finance and the other to the Director of Community Development.</p>		

**MORTGAGE LOAN PORTFOLIO
 BIDDER COMPLIANCE FORMAT (CONT'D)**

	BIDDER COMPLIANCE	
	YES	NO
<p>11) Pursue all past due accounts. Obtaining the lowest possible collection ratio for these loans is not a goal within itself; therefore, the Servicer agrees to honor the City of Birmingham's request that repayment plans, forbearance agreements, and modifications be used to assist the borrower in becoming current. This will include acceptance of partial payment or less than the total amount due.</p> <p>12) Provide 30- and 60-day letters on delinquent accounts.</p> <p>13) Obtain written approval from the City of Birmingham if it desires to assign its rights or obligation under this agreement. The City of Birmingham is under no obligation to approve any requested assignment.</p> <p>14) Provide and maintain a location within the Birmingham Metropolitan Area where borrowers can make monthly payments in person. Provide address for this location or proposed location in space provided on the bid form.</p> <p>15) Receive and set up new loans from the City of Birmingham's Director of Community Development. Receive instructions from the Director of Community Development for any re-structuring of loans.</p> <p>16) Provide warehousing of deferred loans.</p> <p>17) Provide annual borrowers affidavit service on all warehoused deferred loans.</p> <p>18) Provide internet access for designated City staff to view all loans and reports available individually and programmatically.</p> <p>19) Provide internet access for borrowers to get information regarding their loan and/or requirements of the servicing agent.</p> <p>20) Provide a specific phone number (1-800 # if applicable) for borrowers to access servicing agent regarding loan information.</p> <p>21) Disclose level of experience the company has in the servicing of federally funded, affordable housing program loan portfolios, especially HUD funded affordable housing program loan portfolios. Information to be provided by attachment to bid form.</p> <p>22) Contractor shall maintain books, records, papers, or other documents relevant to the performance of its duties under this Agreement, and upon written request from the City shall allow the City to inspect, audit, copy, or abstract, any and all of such books, records, papers, or other documents. Contractor may maintain the required books, records, paper, and other documents in electronic form. Contractor shall use generally accepted accounting principles in the maintenance of such books and records and shall retain all of such books, records, and documents for a period of five (5) years from the date such books and records are originally created.</p>		

MORTGAGE LOAN PORTFOLIO
BID FORM

In order for any bid award to be considered that exceeds \$10,000.00 your bid must be accompanied by an acceptable bid bond, certified check or cashier's check in the amount of \$500.00. **BIDS SUBMITTED WITHOUT ONE WILL NOT BE ACCEPTED.**

Submitted below is my firm bid for the supply of **MORTGAGE LOAN PORTFOLIO** for a period of one (1) year renewable for the second (2) and third (3) year thereafter, in accordance with your invitation to bid and specifications. Prices are F.O.B. Birmingham, Alabama delivered and are in exact accordance with specifications except as listed below.

Description	Approximate Monthly Qty		Unit Price		Monthly Total		Annual Total
<u>First Year</u>							
One time Setup fee (Existing Amortized Loans)	340	X	\$ _____ =				\$ _____
Monthly Service Fee (Amortized Loans)	340	X	\$ _____ =	\$ _____	X	12 =	\$ _____
One Time Setup Fee (New Amortized Loans)	4	X	\$ _____ =	\$ _____	X	12 =	\$ _____
One Time Setup Fee (Existing Deferred Loans)	431	X	\$ _____ =				\$ _____
Monthly Service Fee (Deferred Loans)	431	X	\$ _____ =	\$ _____	X	12 =	\$ _____
One Time Setup Fee (New Deferred Loans)	4	X	\$ _____ =	\$ _____	X	12 =	\$ _____
One Time Transfer Fee End of Contract (Amortized Loans)	325	X	\$ _____ =				\$ _____
One Time Transfer Fee End of Contract (Deferred Loans)	425	X	\$ _____ =				\$ _____
TOTAL FIRST YEAR							\$ _____

BID FORM (CONT'D)

Description	Approximate Monthly Qty		Unit Price	=	Monthly Total		X 12 =	Annual Total
Second Year								
Monthly Service Fee (Amortized Loans)	340	X	\$ _____	=	\$ _____	X	12 =	\$ _____
One Time Setup Fee (Amortized Loans)	4	X	\$ _____	=	\$ _____	X	12 =	\$ _____
Monthly Service Fee (Deferred Loans)	431	X	\$ _____	=	\$ _____	X	12 =	\$ _____
One Time Setup Fee (New Deferred Loans)	4	X	\$ _____	=	\$ _____	X	12 =	\$ _____
One Time Transfer Fee End of Contract (Amortized Loans)	0	X	\$ _____	=				\$ _____
One Time Transfer Fee End of Contract (Deferred Loans)	0	X	\$ _____	=				\$ _____
TOTAL SECOND YEAR								\$ _____

BID FORM (CONT'D)

Description	Approximate Monthly Qty		Unit Price	Monthly Total	Annual Total
Third Year					
Monthly Service Fee (Amortized Loans)	340	X	\$ _____ =	\$ _____	X 12 = \$ _____
One Time Setup Fee (Amortized Loans)	4	X	\$ _____ =	\$ _____	X 12 = \$ _____
Monthly Service Fee (Deferred Loans)	431	X	\$ _____ =	\$ _____	X 12 = \$ _____
One Time Setup Fee (New Deferred Loans)	4	X	\$ _____ =	\$ _____	X 12 = \$ _____
One Time Transfer Fee End of Contract (Amortized Loans)	0	X	\$ _____ =		\$ _____
One Time Transfer Fee End of Contract (Deferred Loans)	0	X	\$ _____ =		\$ _____
TOTAL THIRD YEAR					\$ _____
GRAND TOTAL FOR ALL 3 YEARS					\$ _____

Address for local office as required by the bid specifications:

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)

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

**CARMEN JONES, MAML
PURCHASING AGENT**

**OCTOBER 5, 2017
ITB: 18-14**

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
P-100 CITY HALL
710 NORTH 20TH STREET
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265 / FAX: (205) 254-2484

CARMEN JONES, MAML
PURCHASING AGENT

OCTOBER 5, 2017
ITB: 18-14

NOTICE OF INTENT TO RESPOND

“MORTGAGE LOAN PORTFOLIO”

_____ Yes, I do intend to participate in the bid process.

_____ No, I do not intend to participate in the bid process at this time.

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

NOTE

Your notice of intent to respond can be emailed to carmen.jones@birminghamal.gov or via fax at 205.254.2484