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# FINANCE DEPARTMENT DIVISION OF PURCHASES & SUPPLIES



Sheldon A. Neeley, Mayor

# **PROPOSAL #23000508**

MIXED RATE/MARKET RATE HOUSING DEVELOPMENT - ROLLINGWOOD SUBDIVISION

Date Posted: 8/22/22

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# **PROPOSAL NO. 23000508**

# **CITY OF FLINT**

# FINANCE DEPARTMENT DIVISION OF PURCHASES AND SUPPLIES

City Hall, 1101 S. Saginaw Street, Room #203 – Flint, Michigan 48502 (810) 766-7340 www.cityofflint.com



Sheldon Neeley

Mayor

## **REQUEST FOR PROPOSALS**

## **OWNER/RETURN TO:**

THE CITY OF FLINT FINANCE DEPARTMENT – DIVISION OF PURCHASES AND SUPPLIES 1101 S. SAGINAW ST., ROOM 203, 2nd FLOOR FLINT, MI 48502

# PROPOSAL # 23000508

# SCOPE OF WORK:

The City of Flint, Finance Department of Purchases & Supplies, is soliciting sealed bids for providing:

#### MIXED RATE/MARKET RATE HOUSING DEVELOPMENT - ROLLINGWOOD SUBDIVISION

Per the attached additional requirements.

If your firm is interested in providing the requested services, please submit:

Submit to City: 5 original, printed, signed, original proposals and signed addenda 1 additional copy unbound 1 electronic copy

Proposal submittal information MUST be received by the following dates and times:

- The mail in <u>HARD COPIES</u> with the original signature (signed documents) must be received by Wednesday, September 7, 2022, by 11:00 A.M. (EST), City of Flint, Finance Department - Division of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502. Bids must be in a sealed envelope clearly identifying the proposal name and proposal number.
- Electronic Copy, please email to PurchasingBids@cityofflint.com by Wednesday, September 7, 2022 by 11:00 AM (EST). Pease note that in the subject line of the email, type in the proposal name and number.
- 2. Faxed bids are not accepted.
- 3. Both mail in proposal and electronic submittal must be received by due date and time.

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# PLEASE NOTE: When dropping off a bid, please do not put bids in drop boxes on the outside of City Hall. Please call if you have any questions and need to drop off a bid.

All additional proposal documents, requirements, addendums, specifications, and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at <a href="https://www.cityofflint.com/finance/purchasing/bids-2/">https://www.cityofflint.com/finance/purchasing/bids-2/</a> under "open bids" and the specific bid or proposal number assigned to this notice.

Effective immediately upon release of these Bidding Documents, and until notice of contract award, all official communications from proposers regarding the requirements of this Bid shall be directed to:

Samantha Fountain 810-766-7340 sfountain@cityofflint.com

Suzanne Wilcox swilcox@cityofflint.com 810-766-7426 x 3001

The City, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this Bid. Addendum to this Bid may be developed and shared with all Vendors. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

**NOTICE TO VENDOR** Offers, subject to the conditions made a part hereof, will be received at this office, *1101 S. Saginaw St., Flint, MI 48502 for the following:* 

All additional proposal documents, requirements, addendums, specifications, and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at <a href="https://www.cityofflint.com/finance/purchasing/bids-2/">https://www.cityofflint.com/finance/purchasing/bids-2/</a> under "open bids" and the specific bid or proposal number assigned to this notice.

New vendors should complete and submit a vendor application, IRS W-9 Form, and Vendor ACH Payment Authorization Form with the City of Flint. Links to these forms are available at <a href="https://www.cityofflint.com/finance/accounts-payable-department/">https://www.cityofflint.com/finance/accounts-payable-department/</a>.

Results may be viewed next business day online EXCEPT when a bid is under review. The bidders/public will only see the names of the bidders that submitted a bid, not their cost. This will protect the bidders cost in case there is a re-bid.

https://www.cityofflint.com/finance/purchasing/results/ under "bid results".

City of Flint has partnered with BidNet as part of the <u>MITN Purchasing Group</u> (branded page link) to post bid opportunities to this site. As a vendor, you can register with the <u>MITN Purchasing Group</u> and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once the City of Flint has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies throughout Michigan. City of Flint looks forward to providing you with more bid information and simplifying the entire bid, proposal, and quote processes for everyone involved. We appreciate your cooperation and welcome your participation. If you need help registering, please call the MITN Purchasing Group support department toll free 1-800-835-4603 option #2.

Link to City of Flint open solicitations: <u>MITN Purchasing Group</u> (branded page link)

Any written questions regarding this project shall be directed to Samantha Fountain, Flint Economic Director, at <u>sfountain@cityofflint.com</u>, and Suzanne Wilcox, Planning and Development Director at <u>swilcox@cityofflint.com</u> using the subject title of "RFP #22-508 – MIXED RATE/MARKET RATE HOUSING DEVELOPMENT - ROLLINGWOOD SUBDIVISION." Questions must be submitted by Wednesday, August 31, 2022 before 10:00 A.M. (EST). Please see attached form for Question submittal form.

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Bid Opening Due Date – Wednesday, September 7, 2022 at 10:30 A.M.

Bid Opening via Google Meet. The public is invited to view the opening by joining the Google Meet link below:

Join with Google Meet Meeting ID <u>meet.google.com/vxf-yfhf-vei</u> Phone Numbers (US) <u>+1 413-398-2146</u> PIN: 160 524 127#

#### **IN PERSON**

The public is invited to view the bid opening in person by attending at McKenzie Conference Room, 2nd Floor, 1101 S. Saginaw St., Flint, MI 48502.

If you have any problems signing in, please email <u>purchasingbids@cityofflint.com</u>.

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## **INSTRUCTIONS TO VENDORS**

- 1) PRE-BID INFORMATION AND QUESTIONS: Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this Request for Proposals (RFP) and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS. All questions must be submitted in writing to the Finance Department of Purchases and Supplies before any pre-bid deadline (if specified) or at least one (1) week prior to the proposal opening date indicated on the front of this document.
- 2) RFP MODIFICATIONS: The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any Bid, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.

#### 3) **PROPOSAL SUBMISSION:**

- a) The Bidder must include the following items, or the proposal may be deemed non-responsive:
  - i) All forms contained in this RFP, fully completed.
- b) Bids must be submitted to the Finance Department of Purchases and Supplies, City of Flint, 1101 S. Saginaw Street, Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that their proposal is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, legal holidays as exception.
- c) Bids must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Bidder's name.
- d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposals (RFP), and that the Contractor understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
- f) Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
- g) All costs incurred in the preparation and presentation of the bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the proposal will become the property of the City of Flint.

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- h) Proposals must be held firm for a minimum of 120 days.
- 4) EXCEPTIONS: Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposals. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the bid, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
- 5) DUPLICATE BIDS: No more than one (1) bid from any Bidder including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which bid will be considered or, at its sole option, reject all such multiple proposals.
- 6) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No bid may be withdrawn after the deadline for submission.
- 7) REJECTION/GOOD STANDING: The City of Flint reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No bid will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Bidder is debarred by the City of Flint from consideration for a contract award pursuant to Section 18-21.5 (d) of Article IV of the "Purchasing Ordinance of the City of Flint".
- 8) PROCUREMENT POLICY: Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **BID SIGNATURES:** Bids must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item and/or group of items. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.

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- 11) **NO RFP RESPONSE:** Bidders who receive this RFP but who do not submit a bid should return this RFP package stating "No Bid" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all future lists.
- 12) **FREEDOM OF INFORMATION ACT (FOIA) REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's/Vendor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's/Vendor's obligation to submit to arbitration shall be subject to the following provisions:
  - a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to their claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
  - b) Within fourteen (14) days from the date that demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
  - c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
  - d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
  - e) This provision shall survive the expiration or termination of this Agreement in perpetuity.
- 14) **BID HOLD:** The City of Flint may hold bids for a period of one hundred twenty (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of bidders prior to making an award.
- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

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- 17) ERRORS AND OMISSIONS: Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.
- 19) LAWS AND ORDINANCES: The Bidder shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this Agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.
- 20) LOCAL PREFERENCE: Contractors/bidders located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible bidder is not located within the limits of the City of Flint, but is located within the County of Genesee, and said bidder does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3-1/2%), then said lowest Genesee County bidder may be determined to be the lowest responsible bidder, and make the award to such Genesee County bidder accordingly, subject to the approval of the City Council. If the lowest non-local bidder does not exceed that of any Proposers/bidders by (7%) inside the City of Flint or (3-1/2%) inside the County of Genesee, then the Purchasing Director shall be allowed to request that the lowest local vendor match the price offered by the lowest non-local vendor.
- 21) MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE: The Bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the Bidder by her/him/themselves or by others employed by her/him/them and working under their direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Bidder maintaining her/his/their operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 22) **MODIFICATIONS/CHANGES:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances.
- 23) **NON-COLLUSION:** The Bidder acknowledges that by signing this document that she/he/they is/are duly authorized to make said offer on behalf of the company she/he/they represent(s) and that said bid is

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genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that she/he/they and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that she/he/they and said bidder have not in any manner sought by collusion to secure to themselves and said bidder any advantage over any other bidder.

- 24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.
- 25) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
- 26) **UNION COMPLIANCE:** Bidder agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.
- 27) WAIVER: Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other term.
- 28) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
  - a) Residents of the City:

At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.

b) Non-residents:

At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.

29) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of Bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical

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specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.

- 30) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 31) **EFFECTIVE DATE:** Any agreement between the City and the Bidder shall be effective upon the date that it is executed by all parties hereto.
- 32) **FORCE MAJURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.
- 33) **INDEMNIFICATION:** To the fullest extent permitted by law, Bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Bidder's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Bidder fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith. These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.
- 34) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Bidder is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Bidder is not entitled to any benefits not otherwise specified herein.
- 35) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing all rights to seek redress

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from the City under any circumstances whatsoever.

- 36) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 37) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 38) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.
- 39) **SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
- 40) **TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.
- 41) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
- 42) **EVALUATION OF PROPOSAL:** In the City's evaluation of proposals, at minimum: cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise specified.
- 43) **PREVAILING WAGE:** When applicable, all work for this project, including that of any subcontractor or sub-subcontractor, must meet Davis-Bacon Act requirements and full prevailing wage. Information on Davis-Bacon reporting and requirements, including payroll reporting, can be found at: <a href="https://www.dol.gov/whd/govcontracts/dbra.htm">https://www.dol.gov/whd/govcontracts/dbra.htm</a>
- 44) INSURANCE & BONDS: The bidder whose proposal is accepted will be required to furnish bonds

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and evidence of insurance within five days from date of Notice of Award. In case of failure or refusal on the part of the bidder to furnish bonds, if required, within the set period, the amount of deposit may be forfeited to the county and the contract may be awarded to the next lowest responsible bidder. Upon the notification of award and approval of the bond, the deposit will be returned to the proposer. The deposit of persons other than the one to whom and award is made will be returned to the person or persons making the proposal immediately after the contract and bonds have been executed.

- 45) **PROPOSAL SUBMISSION:** Proposals and all information requested of the vendor shall be entered in the appropriate spaces. Failure to do so may disqualify the vendor's offer. An authorized officer or employee of the bidder shall submit the proposal.
- 46) **PRICES:** Prices proposed shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they must be clearly identified as such. Prices proposed shall be exclusive of any rebates due the City. Any rebates the City may be entitled to should be shown as a separate line item and include expiration date.

Corrections and/or modifications received after the bid closing time specified will not be accepted. Unit prices prevail.

All prices will be bid F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES, and remain in effect as specified in the quotation.

47) **AWARD:** Unless otherwise stated in the proposal documents, the City cannot guarantee exclusivity of the contract for the proposed products or services.

Award of the proposal shall be based upon a combination of factors, including but not limited to, adherence to proposal requirements, references and any other factors that may be in the City's best interest.

The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid;

and to accept the proposal that in the opinion of the City is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City.

The City reserves the right to reject low bids which have major deviations from our specification; to accept a higher quotation which has only minor deviations. By signing the bid, the vendor agrees to accept a split award unless the awarded vendor clearly indicates that it takes exception. The bid will be awarded to that responsible, responsive bidder whose proposal conforms to this solicitation, and will be most advantageous to the City, with regard not only to price, but also to availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City.

Time of delivery may be a consideration in the award.

48) **ETHICS IN PURCHASING:** Bidders and proposers are required to comply with Flint City Ordinance 3865 in its entirety. It is incumbent upon and the responsibility of the bidder to become familiar with

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and comply with the Purchasing ordinances as outlined in 3865 covering chapter 18 of the Flint City Ordinances. Bidder/Proposer acknowledges in accordance with Flint City Ordinance Section 18-21.19 Ethics in Purchasing, any and all communication about the bid selection process should be directed to those City employees delegated with the authority with respect to all purchases of goods and services.

Bidder/Proposer acknowledges and agrees that while a procurement is pending, bidders and proposers shall not communicate about the solicitation with any City employee, agent, or elected official, other than the purchasing director or other City personnel identify in the solicitation. This means that bidder and proposer are prohibited from communicating orally or by written communications, including but not limited to voicemail messages, social media, email, in person, among any other form of communication while the award is pending, to the aforementioned, with the exception to those employees designated by the City. If you are unclear about the process, it is your duty and obligation to contact the designated employee(s) for clarification.

Violations of the ethics provision of the ordinance, without regard to if the violation rises to the level of a criminal violation, may subject the bidder or proposer to debarment.

49) **BID PROTESTS:** If Bidder/Proposal believe that they are aggrieved in connection with the solicitation or award of the purchase order or contract, they may protest the action to the City as outlined in Flint City Charter Section 18-21.15.

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# **PROPOSAL NO. 23000508**

MIXED RATE/MARKET RATE HOUSING DEVELOPMENT - ROLLINGWOOD SUBDIVISION

# THE FOLLOWING PAGES MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL IN THE FOLLOWING ORDER.

# **Purchasing Checklist:**

- □ Cover Sheet
- Exhibit A Complete Proposal Submittal with detailed Summary of Pricing
- Exhibit B Qualifications and Licenses Requirements
- □ Exhibit C Disclosure of Supplier Responsibility Statement
- Exhibit D List of References
- Exhibit E Certificate of Insurance
- □ Exhibit F Non-Bidder's Response
- □ City of Flint, Michigan Affidavit

**CITY OF FLINT** 

# **\*** EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

# PROPOSAL NO.23000508 MIXED RATE/MARKET RATE HOUSING DEVELOPMENT - ROLLINGWOOD SUBDIVISION

#### **Background information**

The City of Flint is soliciting sealed proposals for a qualified housing developer to construct single-family market rate or mixed-income housing on city-owned lots. The lots are located in the former Rollingwood Subdivision in the northeast quadrant of the City of Flint. The lots encompass approximately 15 acres at the northwest intersection of East Pierson and Branch Roads. The City will accept proposals for uses allowed by zoning that is in accordance with the *Imagine Flint Master Plan* and newly adopted Zoning Code (to be enacted October 29, 2022). The average sales price per acre in this neighborhood is estimated at approximately \$6,000.

#### **Instructions**

This Request for Proposals is issued by The City of Flint Department of Planning and Development to solicit proposals for the development of single-family housing on lots owned by the City of Flint located in the former Rollingwood Subdivision. The homes must have at minimum 3 bedrooms, 2 bathrooms, and a 2 car garage.

Sale of the property will require a purchase agreement for each lot. Please refer to Exhibit A, for the City's Disposition Procedure, Exhibit B, for the list of parcel IDs, and Exhibit C, for a map of the lot.

Respondents must include all of the following:

- Number of homes they intend to build (and phasing if any)
- Proposed home specifications (square footage, number of bathrooms, number of bedrooms, outside material, etc.)
- Estimated total project cost
- Any incentive/ assistance that the developer plans to request from the City of Flint
- Length of time needed for the completion of any due diligence period
- Length of time needed to complete the project (after due diligence period)
- Proof of respondent financial capacity
- Other projects that the respondent has completed

#### **CITY OF FLINT POLICY GOALS AND REQUIREMENTS**

First and foremost, the City requires that any proposed development program be economically viable to construct and operate. Additional City of Flint goals and requirements are explained below.

#### **Zoning and Planning Framework**

Zoning

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The <u>Rollingwood site</u> is zoned A-2 in the current zoning code and TN-2 in the Draft Zoning code. Both designations are designed to support single family housing.

The City of Flint recently adopted a new zoning ordinance that will go into effect on October 29, 2022. Under the new zoning code, the zoning of the sites is TN-2 (Traditional Neighborhoods - 2). The general use of the sites will remain similar; however the bulk and site standards will be changed. Building heights will be increased; site setbacks will be reduced; and site design standards will be significantly restructured.

The <u>Rollingwood Site</u> is not large enough for a Planned Unit Development (PUD).

Respondents should review all applicable City of Flint zoning regulations. Respondents should refer to the City of Flint website for the newly adopted zoning regulations (<u>www.cityoflint.com</u>) and the City's Master Planning website (<u>www.imagineflint.com</u>) for details.

Respondents shall detail zoning strategy for the Site in their proposals. For additional information regarding zoning for the <u>Rollingwood Site</u>, please contact Bill Vandercook at 810-766-7426 x.3060 or email <u>wvandercook@cityofflint.com</u>.

# **Planning**

Master Plan: This site is designated on the Master Plan Future Land Use Map as a Traditional Neighborhood placetype. Detached single family homes predominate the Traditional Neighborhood place type. Most of the homes exist on a "typical" City lot, however, some larger lots do exist as a result of acquiring and consolidating adjacent parcels when lots were vacated. Public uses, such as schools and parks, can also be located within the Traditional Neighborhood

The Traditional Neighborhood is the building block of the Flint community. It is where most people live and families are raised, in primarily detached single family homes. Other dwelling unit types do exist, including the occasional townhomes, duplexes, and small multi-family buildings, but these are usually located along busier corridors and areas of special interest. Traditional neighborhoods also include more contemporary housing developments where larger lot single family homes and curvilinear streets are more common.

The City's Master Plan outlines a handful of recommendations to improve the form, function, and appearance of the Traditional Neighborhood place types, including paying special attention to the social equity, housing diversity and neighborhood stabilization goals outlined in Chapter 5 of the City's *Imagine Flint* Master Plan. Responses to the Rollingwood Site RFP should also ensure alignment with the following recommendations:

- Ensure new development is attractively designed and constructed and existing development is appropriately maintained.
- Take steps to ensure compatibility between potential new housing and current residential neighborhoods
- Landscaping, screening, buffering and environmental protection elements are essential on site.
- Project design and materials should be energy efficient and comply with Energy Star standards
- Project must use high quality materials and finishes with variation in style and color for visual appeal

• Proposal must comply with the City's Building Code and Zoning Ordinance.

Planning initiatives that have taken place in or adjacent to the Rollingwood site include the following:

1. Imagine Flint Master Plan for a Sustainable Flint of 2013

Each Respondent should use the most current Department of Housing and Urban Development (HUD) uncapped AMI data.

# **Community & Stakeholder Outreach**

The success of any development project hinges on the inclusion and support of the local community. Respondents must consider and incorporate stakeholder and community preferences, to the extent feasible. As such, Respondents are strongly encouraged to work with local representatives and organizations to understand how the community's goals can be met in the Respondent's proposal. Respondents are encouraged to consult the City's Master Plan which details past engagement work conducted in and around the site. Respondents are encouraged to engage in a meaningful community outreach process to address community concerns and should include a community engagement schedule that outlines key dates for public meetings and dialogue.

# **Local Hiring Preferences**

Respondents are encouraged to incorporate in their responses the following:

• Employment and business opportunities for local residents and businesses. Respondents are asked to submit detailed plans evidencing how existing City residents will be incorporated into employment opportunities within the project.

# Sustainability and Green Building Requirements

The *Imagine Flint* Master Plan for a Sustainable Flint was developed to ensure that the City becomes a healthy, green, and increasingly livable community. Aspects of *Imagine Flint* focus on improvements to the built environment, energy, food, nature, transportation, waste and water. Respondents should review the plan and highlight their qualifications and experience in developing sustainable projects, if any, in their response.

Furthermore, as outlined in the *Imagine Flint* Plan, the City has committed to improving the performance of existing buildings and wishes to ensure high standards of green building design for new construction. In order to achieve these recommendations set forth in the *Imagine Flint* Plan, the City plans to lead by example and give additional consideration for projects that are exceeding the basic legal requirements and forging a path towards true sustainability. Therefore, in this RFP, preference may be given to projects that:

• Exhibit a commitment to environmental performance beyond the requirements set forth in existing laws and regulations, including commitments to LEED certification.

• Integrate policies and systems that have the potential to be net zero energy "ready", achieve net positive energy, net zero waste and/or retain stormwater on site and collecting and reusing rainwater and greywater onsite.

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## **Davis Bacon**

To the extent applicable, the selected Respondent shall be required to develop the sites in compliance with the provisions of the Davis-Bacon Act, 40 U.S.C. § 276(a), and the regulations promulgated therewith. It shall be the Respondents responsibility to determine if the Davis-Bacon Act is applicable.

# **SOLICITATION PROCESS**

The City of Flint is releasing this Request for Proposals (RFP). The RFP is posted on the City of Flint's website: <u>https://www.cityofflint.com/finance/purchasing/bids-2/.</u>

# **RFP Proposal Submission Requirements**

The City will determine, in its sole discretion, whether each response received is responsive to the RFP and acceptable. The decision of the City in this regard is final and any determination on non-responsiveness will be explained to the applicable Team(s) upon request. Responses that do not meet the following requirements will be deemed "Non-Responsive" and will not be considered for selection.

# <u>Format</u>

All responses must meet the following format requirements:

- Be prepared on 8 ½" x 11" letter-size paper, bound length-wise, with tabs to separate sections.
- Each RFP item must be responded to in the order outlined below in the "Proposal Contents" section. Each sub-section must be separated by tabs with sub-section headings.
- Must not exceed a total of <u>one hundred pages</u>, including appendices, on fifty sheets of <u>double- sided paper</u>.
- Six(6) hard copies required
- One (1) electronic copy (pdf) submitted via email to sfountain@cityofflint.com

# **PROPOSAL CONTENTS:**

# Tab 1: Transmittal Letter with Executive Summary

Respondents shall provide a Transmittal Letter with their response. The Transmittal Letter should highlight key components of the Respondent Team's response. In particular it should (1) describe the type of commercial, retail and/or residential uses proposed for the <u>Market Site</u>; (2) net square footage of each of the buildings on the Site; (3) number of residential units by type and affordability for each of the residential buildings on Site; (4) any additional adjacent land parcels the Respondent has site control over; (5) Total Development Cost of the Rollingwood Site; (6) how the City and surrounding neighborhood will benefit from the proposed project (i.e., economic impact, job creation, public access, etc.); and (7) how the proposed project fits within the existing neighborhood/community fabric.

# Tab 2: Project Team

The Respondent's Project Team should be introduced and described. The "Project Team" is defined as the lead developer plus any other developers, tenants, and key team members, such as architect, engineers, general contractor, consultants, property manager, lenders, attorneys, historians, etc. who are critical for consideration by the City.

#### **CITY OF FLINT**

Respondents shall identify the following key team entities:

**Development Partners** 

Identify any and all development partners for the project. Please identify (a) the decision making individual for the entity and, if different, (b) the day-to-day lead individual who will be available to respond to questions or requests for additional information.

Financial Partners Identify construction and permanent lenders, major investors, and other key consultants, if any, included in the financing plan.

Design and Construction Team Other relevant team members Identify the architects, general contractor, engineers, consultants, etc. included as part of the proposed team.

For each team entity identified in the section above, Respondents shall provide the following information for the point-of-contact at each entity:

- First and last name
- Business address
- Business telephone number
- Business email address
- Business title

Finally, Respondents shall provide information that explains the relationship among team members, Certified Business Enterprise entities, their respective roles and contributions to the project, and the overall management of the team.

# Tab 3: Legal Submittals

Statement Regarding Debarments, Suspensions, Bankruptcy, or Loan Defaults Respondents shall provide a statement regarding any debarments, suspensions, bankruptcy, or loan defaults on real estate development projects and/or government contracts of any of the bidding team's entities or affiliates (listed above in "Respondent Team Identities & Details").

# **Evidence Regarding Tax Liabilities**

Respondents shall provide a statement regarding any tax liabilities and other government impositions that are not current for any of the bidding team's entities (listed above in "Respondent Team Identities & Details").

# Evidence Regarding Litigation

Respondents shall provide a statement regarding any ongoing or knowledge of threatened litigation in which the City is a party that relates to any team member, affiliate or to any other entity or individual having a controlling interest in the entity (or entities) that comprise Respondents. If such litigation exists, Respondents shall provide the name and civil or criminal action number of such litigation and a description of the subject matter of such litigation.

#### **CITY OF FLINT**

## Tab 4: Organizational Documents

## Organizational Chart and Bios

Respondents should provide an organization chart depicting the ownership structure identifying each principal (entities and individual names) along with a narrative that clearly explains the relationship, management structure among team members, and the structure of team decision-making. With regards to Certified Business Enterprise entities, provide an explanation of their respective roles and contributions to the Project. The Org Chart should also include the percentage interest of each entity in the ownership structure.

*Respondents shall provide bios for <u>key personne</u>l from the primary entities and/or joint venture partners who will be working on the project outlining relevant experience.* 

# Evidence Regarding Creation of Respondent

Respondents shall provide a copy of any Operating Agreements, Articles of Organization, Certificate of Formation or other documents evidencing the creation of Respondent, or the primary entities comprising the Respondent. However, it is not necessary to have a project-specific legal entity formed in advance of submitting a response. The principals, partners, or joint-venture partners who are part of Respondents' team must be eligible to transact business with the City and in the City.

# **Organization Status**

Respondents shall provide the status of the primary entities including a brief history of each organization and its principals. For any entity required to file reports in the jurisdiction of its formation, include a Certificate of Good Standing for such jurisdiction and a certificate of good standing showing that it is registered in the City.

# Tab 5: Previous Experience and Qualifications

Respondents shall exhibit their ability to deliver an economically viable project by identifying three (3) urban infill development projects comparable to the scale and program of Respondent's proposed project, with which the Respondent or their key personnel have had primary involvement. Respondents should include past projects that have a comparable market rate and/or mixed use component, if applicable. For each relevant project, Respondent shall identify the following:

- i. Development Team name;
- ii. Project name or title;
- iii. Location or address of project;
- iv. The names and contact information for team members involved in the project, along with a description of each party's role in the project;
- v. Description of project, including use(s), total square footage and number of units, etc. (if applicable);
- vi. Period of performance;
- vii. Estimated total development costs, if project is not yet complete, OR actual total development costs, if project is complete;
- viii. Projected groundbreaking and completion date, if project is not yet complete, OR actual groundbreaking and completion date, if project

#### **CITY OF FLINT**

- is complete;
- ix. Proposed OR actual financing structure of the project;
- x. Proposed and actual budget of the project;
- xi. If applicable, highlight experience in obtaining LEED or Green
  Building certifications. Highlight in particular expertise in the
  areas of developing projects utilizing energy efficient methods,
  on-site clean energy generation, green roofs, and/or environmentally friendly
  technologies
- xii. Illustrative materials that will help the City evaluate the caliber, innovation and relevant experience of the Development Team; and
- xiii. References (at least one per project), including names, mailing addresses, e-mail addresses, telephone numbers, and a letter authorizing each reference to respond to inquiries regarding the design, financing, development, disposition, or management of prior projects.

Respondents shall describe, in detail:

- Narrative description of the concept and vision for the Rollingwood Site.
  Describe how the vision will integrate with and enhance the surrounding community that borders the Site;
- ii. Preliminary Site Plan including:
  - a.

Proposed development square footage (gross and net, including basement(s), if applicable) broken down by use/type;

b. Floor plans

c. Residential units broken down by affordability, homeownership/rental (if applicable) and unit distribution;

d.

Description and location of all public improvements, including open space an d landscaping, if applicable;

e. Building height and massing diagram/plan, showing the relationship of the Project to surrounding buildings;

f. Zoning diagrams demonstrating compliance with height, bulk, yard, setback, and lot coverage requirements;

g. Site plan/street level floor plan showing all components of the Project and the relationship between the proposed structure and immediately adjacent lots.

 iii. The project's zoning strategies, including a detailed explanation and justification for any proposed variance from the zoning requirements, if applicable. Respondents should provide a schedule that fully describes each step in the approval process necessary for entitle ments assumed in the response; and

Respondents shall provide a detailed development and operating pro forma for all income-producing uses proposed to be operated out of the project from pre-development through stabilization and for 10 years beyond the projected stabilization year.

#### **CITY OF FLINT**

Hard copies of each budget should be included in addition to the electronic version emailed to the Purchasing Department. All Excel files must be in original formatting, contain all original formulas (i.e. no hard coding) and have no hidden or locked sheets.

Respondents should take into account all available sources of financing (e.g., Federal Historic Tax Credits, Low Income Housing Tax Credits, New Markets Tax Credits, COF gap funding) or other private or federal assistance that may benefit the project.

Respondents should provide:

i. Narrative on proposed financing strategy which includes a detailed description of sources Respondent proposes to attract to the project.

ii. Summary Source and Use.

iii. Detailed Project Budget that breaks down all costs to be incurred to construct new improvements on the Sites including hard costs (including base building costs, contingencies, furniture,

fixture, and equipment costs, etc.); softs costs (including architecture fees, engineering fe es, professional service fees, development fees, etc.); and acquisition and financing costs.

iv. Detailed Sources including Predevelopment, Construction, and Permanent Financing and the assumptions used to size them (including interest rates, amortization type, period and debt coverage ratio; tax credit amounts and pricing; and all other relevant source information)

v. Operating pro forma for all income-producing uses proposed for 10 years beyond the projected stabilization year. The pro forma shall be inclusive of the following calculations: return on cost, return on equity (levered and unlevered); a detailed waterfall of cash flow; internal rates of return; and any other project-specific return metrics. All assumptions used in the financial model should be clearly stated.

vi. Detailed Income Assumptions and Operating Expenses vii.

Satisfactory evidence of Respondent's ability to secure project debt and equity, inclu ding preliminary commitment letters from prospective investors matching assumptions used on the financial projections.

# Tab 8: Evidence of Site Control of Additional Properties (if applicable)

Site control of any additional properties assumed in the project concept must be in place and the Respondent must submit evidence of exclusive control of the real estate. Documentation to evidence this control can be in the following forms:

i. Sole fee simple ownership by the Respondent evidenced by Deed.

ii. Right to acquire or lease the site pursuant to a valid and binding written option or contract between Respondent and fee simple owner.

The site control documentation for Respondents containing agreements with more than one seller must be controlled by one entity, and the buyer named in each agreement must be the same entity.

# Tab 9: Market Study

#### **CITY OF FLINT**

Evidence of market demand for the Respondents' proposed development including a factual description of the market population and likely demand for the developed units is required. The Market Study must either be completed by an independent third party market analyst or utilize available 3rd party data. The assumptions used in the Market Study (e.g. use type, unit number and mix, projected rents, income targeting) must precisely reflect the information contained in the Respondents' proposal. The Market Study should be no more than 6 months old at the time of submission.

# Tab 10: Respondent Financial Capacity

The City seeks to evaluate Respondents' ability and willingness to invest sponsor equity and self-fund project predevelopment costs (*Respondents are hereby put on notice that all such money expended is at the sole risk of the Respondent and under no circumstances shall the City be responsible to reimburse the same*). Therefore, Respondents should include the following items:

i. A description of the financial capacity of Respondent's team members (including proposed tenants, if any), in the form of annual reports, balance sheets, profit and loss statements, evidence of lines of credit and uncommitted discretionary sources of equity, and/or any other material financial statements; and

ii. A description of the amount of sponsor equity *committed* to the acquisition and rehabilitation of the building.

# Tab 11: Project Schedule

The timetable and milestones through project completion. Respondents are required to complete a Schedule of Performance. The Schedule of Performance should list each step in the redevelopment process through project completion and operation.

# Tab 12: Community & Stakeholder Outreach

The City is committed to maximizing community benefits for its residents and expects Respondents to consider and incorporate stakeholder and community preferences into their project, to the extent practical. In view of this commitment, Respondents must present:

i. A detailed description of the activities and strategies <u>completed to date</u> that demonstrate the Respondent's efforts to work with the local community and stakeholders to ensure their meaningful involvement in the submitted response; and

ii. A detailed description of the post-

<u>award</u> approach and strategies to working with the local community and stakeholders to ensure their meaningful involvement in the development process.

Respondents are encouraged to incorporate employment opportunities for local residents and businesses in their responses. Plans that facilitate placing existing City residents into employment/contractor opportunities within the project are highly encouraged..

# **Submission Directions**

Six (6) hard copies and one (1) electronic version of the response and the Deposit, must be emailed and submitted by 11:00 A.M. on Wednesday, September 7, 2022. Such responses must be identified by "City of Flint Rollingwood Site – RFP" on the envelope and delivered to the following address:

**City of Flint** 

#### **CITY OF FLINT**

# Department of Purchases and Supplies 1101 S. Saginaw St. Flint, MI 48502 Attn: Samantha Fountain, Economic Development Director <u>sfountain@cityofflint.com</u> Suzanne Wilcox, Planning and Development Director <u>swilcox@cityofflint.com</u>

# **Evaluation and Selection**

A selection committee consisting of City of Flint staff and neighborhood representatives will review all proposals that meet the requirements set forth in the "RFP Proposal Submission Requirements" section of this RFP. Successful proposals will demonstrate that the Respondent has (i) proposed use(s) for the Sites that are consistent with the City of Flint's policies and goals; and (ii) has the financial capacity and ability to successfully close the transaction within an attainable redevelopment timeline to convert the Sites to their optimal use.

Among other factors, responses will be evaluated for completeness, market feasibility, innovative ideas, and the strength of the financial response. The basis upon which Respondents will be measured includes, but is not limited to, the following:

- Professional capacity to undertake the Rollingwood Project and work samples (*(as evidenced by reference in Tab 5: Previous Experience and Qualifications)*
- Project financial feasibility and team's financial capacity (as evidenced by reference in Tab 7: Proposed Financing Strategy and Project budget and Tab 10: Respondent Financial Capacity):
  - Respondents should satisfy the following criteria:
    - Demonstrate that they possess the financial resources to execute the project requirements;
    - Provide realistic and achievable funding plans, including sources and uses tables and multi-year pro-forma development budgets;
    - Display a willingness to provide the City of Flint with fair consideration for its real property assets.
    - Demonstrate significant investments of "at risk" capital during the predevelopment and development process; and
    - Exhibit a willingness to provide the City of Flint with a meaningful guarantee regarding payment and performance through final project completion.
- Ability to perform within time and budget constraints (as evidenced by reference in Tab 5: Previous Experience and Qualifications);
- Evaluation of proposed project approach (as evidenced by reference in Tab 6: Project Concept and Development Plans);
- Experience developing LEED- or Green Building certifications (as evidenced by reference in Tab 5: Previous Experience and Qualifications);
- Ability to connect with residents and any existing neighborhood groups (as evidenced by reference in Tab 12: Community and Stakeholder Outreach);
- Ability to hire local residents and contractors (as evidenced by reference in Tab 13: Local Hiring).

# Final Selection & Notice

#### **CITY OF FLINT**

Following receipt of any additional information, if requested, the City of Flint may submit, in its sole and absolute discretion, one or more responses, as modified through any negotiations, to the Mayor as a recommendation. The Mayor, in his absolute discretion, may accept the recommendation. Upon acceptance of a recommendation by the Mayor, the City shall notify the selected respondent(s), if any. The City of Flint reserves the right, at its sole and absolute discretion, to reject any proposal it deems incomplete or unresponsive to the submission requirements. The City also reserves the right, at its sole and absolute discretise at a later date.

The City of Flint reserves the right to make the final development selection on the basis of initial Proposals without discussions with the Respondents. Accordingly, Respondents' initial Proposals should contain their best terms from the standpoint of the evaluation factors identified in this RFP. However, the City of Flint also reserves the right, in its sole and absolute discretion, to conduct discussions with all, or some, of the Respondents and solicit revised Proposals in order to make the final selection on the basis of such revised Proposals.

# **Purchase Agreement & Approval**

If one Respondent is chosen for commencement of negotiations, the selected Respondent may be requested to proceed to negotiate a purchase agreement. If the City and selected Respondent are unable to execute a purchase agreement within one hundred and twenty (120) days after the date of selection, the City of Flint, in its absolute and sole discretion, may terminate negotiations and select a different Respondent who responded to the RFP; re-issue the RFP; issue a modified RFP, or take such other measures as it deems reasonable, appropriate, or necessary. All costs incurred by the Respondents in responding to this RFP and in performance of due diligence and predevelopment work shall be at Respondents' sole cost and expense. Under no circumstances <u>shall the City of Flint be responsible for the reimbursement of any such costs.</u>

The City of Flint through its Planning and Development Department and/or Economic Development Department ("Department"), and the selected Respondent will attempt to negotiate in good faith a purchase agreement which shall incorporate the requirements contained in this RFP. Upon completion of the parties' negotiation, the Department will recommend such Respondent and proposed business terms to the Mayor. If the Mayor agrees with recommendation, then the Mayor will submit the proposed transaction to the Flint City Council for its approval of the disposition of the property in accordance with the City's Purchasing Ordinance. The City of Flint is not authorized to convey or lease any real property unless and until authorized by the Council.

By this RFP, the City of Flint has not committed itself to undertake the work set forth herein. The City of Flint reserves the right to reject any and all proposals, to rebid the original or amended scope of services and to enter into negotiations with one or more respondents. The City of Flint reserves the right to make those decisions after its receipt of responses. The City's decision on these matters is final. For additional information contact: Samantha Fountain <u>sfountain@cityofflint.com</u> and Suzanne Wilcox <u>swilcox@cityofflint.com</u>.

# **CITY OF FLINT PROPERTY DISPOSITION PROCEDURES**

Overview

## **CITY OF FLINT**

The *Imagine Flint Master Plan* for a Sustainable Flint was unanimously adopted by the Flint City Council and Flint Planning Commission in October 2013. This new plan is the first comprehensive master plan to be adopted in Flint in over 50 years. The Plan provides a 20-year community vision for Flint. Strong community engagement and resident input guided the planning process and created a community vision that represents the desires and decisions of the Flint community. To support the implementation of this vision, the City must revise its property sales procedures to ensure all sales and transfers of property align with the Imagine Flint Plan

This procedure document outlines the process for facilitating and regulating the sale of City owned properties. The Department of Planning and Development will oversee the application, processing and close of sale.

# **Goals and Principles**

The sale and reuse of City properties shall at all times be consistent with the following guiding principles:

- Encourage the development and reuse of vacant properties consistent with the City of Flint's Master Plan, and other City-approved and accepted plans.
- Eliminate blight and revitalize neighborhoods.
- Strengthen the City's tax base.
- Sell, at market value properties without an adopted public purpose, and discount properties that provide significant community benefits.
- Convey land in a unified, predictable, timely and transparent process.

# Definitions

These procedures apply to the real property inventories owned by the City of Flint referred to as "The City" throughout this document. They do not apply to City of Flint public parks as defined in the Flint City Charter, property acquired for rights-of-way or encroachments for a public purpose.

# Plans

Scaled drawings, construction drawings, plot plans, or other illustrations showing the full extent of the site for a proposed development, including parcel boundaries, topography, landscape elements and the placement of all anticipated major improvements.

# **Qualified Purchasers & Bids**

All purchasers of City-owned property must fulfill their commitments to the City and to their neighbors, which includes paying property taxes and maintaining properties in accordance with all municipal codes and ordinances.

Whenever the real property or properties, to be disposed of was acquired under grant, purchase, foreclosure, or otherwise, and for which federal funds have been used to purchase, acquire, improve, or otherwise support, and the property is determined to no longer be needed for the originally authorized purpose, the City must request disposition instructions from the Federal awarding agency in accordance with 45 CFR 92.

# **Property Classifications**

# 1. Side Lots (Residential)

### **CITY OF FLINT**

If a homeowner wants to purchase the vacant lot next door they will be given nominal consideration for \$501.00, per City Master Fee Schedule, in accordance with the following criteria:

• Must be vacant land adjacent to the applicant's residential property, with a common boundary line on either side or behind the property.

• The applicant must be the owner of an adjacent property and using that property as his/her primary residence.

• The application must be a Qualified Purchaser

• After purchase, the side lot must be combined with the homeowner's property through the City's Assessment Division

Side lot dispositions will be handled on a 'first come, first served' basis. In the event that multiple adjacent property owners desire to acquire the same side lot, the property may be subdivided upon mutual agreement by both adjoining property owners, or the City will sell the property to the highest bidder, in accordance with a formal bid process.

# 2. Side Lots (Commercial)

If a business wants to purchase an adjacent vacant lot they will be given preferential consideration upon request, utilizing the following criteria:

• Must be vacant land adjacent to the applicant's commercial property, with a common boundary line on either side or behind the property.

• Must be sold for no less than assessed value unless applicant can demonstrate a public benefit

The applicant must be the owner of an adjacent property and using that property for his/her business.

• The application must be a Qualified Purchaser.

• After purchase, the side lot must be combined with applicant's property through the City's Assessment Division, and comply with all applicable zoning processes as necessary.

Commercial side lot dispositions will be handled on a 'first come first served' basis. In the event that multiple adjacent property owners desire to acquire the same side lot, the property may be subdivided upon mutual agreement by both adjoining property owners, or the City will sell the property to the highest bidder, in accordance with a formal bid process.

# 3. Buildable Vacant Properties

Buildable vacant property is vacant land currently owned by the City that has the size, access and topography to support new construction or use in accordance with the Master Plan and approved Zoning Ordinance. Minimum property value for bidding purposes will be determined by the City's Assessments Division as necessary. If an applicant requests to purchase a property that has not yet been bid out, or is not posted on the City's website of available land, the City will immediately add the requested property(s) to its list of available sites and publish for at least 7 days in order to provide for fair and open competition and allow the public the opportunity to bid on the property. Buildable vacant properties will be sold for development of residential, commercial, manufacturing, or recreation if the request is in accordance with the following criteria.

- Contains adequate plans for development that align with the Master Plan and approved
- Zoning Ordinance

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- Applicant has proven financial resources, and
- Applicant provides a budget for improvements, including source of committed funds
- Is submitted by a Qualified Purchaser.
- The resultant Deed will include provisions that require the applicant to complete proposed plans within 2 years or return property to the City.

# 4. Economically Viable Structures

This includes residential and commercial structures currently owned by the City that are in need of little or no repair. These structures will be sold at or near market value if the request is in accordance with the following criteria:

Residential:

- House must be located in Neighborhood Center, Traditional Neighborhood, Green Neighborhood, Mixed Residential Area, Downtown District, or University Ave. Core, as defined by the Land Use Plan; and
- House is in Good or Fair condition according to the City of Flint's Housing Condition Assessment criteria, and
- House has been made publicly available through an open bidding process or posting on the
- City's website to provide for fair and open competition and avoid conflicts of interest; and
- Request is submitted by a qualified purchaser

Commercial:

- If it is located in a Mixed Residential Area, University Avenue Core, Neighborhood Center, City Corridor, Downtown District, Commerce & Employment, or Production Center, as defined by the Land Use Plan, the structure can be sold and redeveloped as a commercial operation; or
- If it located in a Mixed Residential Area, University Avenue Core, Neighborhood Center, City Corridor, or Downtown District, as defined by the Land Use Plan, the structure can be sold and redeveloped as a mixed use development; and
- Applicant must have and provide adequate plans for development that align with the Master Plan; and Has been made publicly available through an open bidding process or posting on the City's

website to provide for fair and open competition and avoid conflicts of interest; and

- Applicant has proven financial resources, and
- Request is submitted by a Qualified Purchaser.

# 5. Structures Needing Significant Improvement

This includes structures owned by the city that are in a condition that require substantial improvements in order to come into compliance with all City codes and regulations. These structures will be sold if the request is in accordance with the following criteria: Residential

• House must be located in a Green Neighborhood, Traditional Neighborhood, Mixed Residential Area, Neighborhood Center, Downtown District, or University Ave. Core, as defined by the Land Use Plan, and

- Applicant must have demonstrated capacity to complete the work required for the structure
- to come into compliance with all City codes and regulations, or to demolish the structure; and

#### **CITY OF FLINT**

- House has been made publicly available through an open bidding process or posting on the City's website to provide for fair and open competition and avoid conflicts of interest, and
- Applicant must have and provide adequate plans for development or reuse of property; and
- Is submitted by a Qualified Purchaser.

# 6. Catalytic Redevelopment Parcels

This includes both vacant lots and parcels with structures that are owned by the City and possess significant redevelopment potential and/or, are aligned with specific neighborhood plans indicating priority redevelopment. The designation of these parcels, not limited in size, are to be determined by the Department of Planning and Development.

# Process

The process will be facilitated by the Zoning Coordinator who will accept, analyze, and process applications for property acquisition. The Zoning Coordinator will communicate with the applicant and coordinate with other departments in the city.

All requests will be evaluated by the Department of Planning and Development staff for compliance with the Master Plan, the Zoning Ordinance, long-term interests of the City, and qualifications of the applicant.

Planning and Development Staff will prepare a staff analysis as well as the resolution and submit it to the Mayor's office for review. If the Mayor approves the resolution it will be voted on by City Council. Final approval is rendered by the City Council. If the Resolution has received final approval the Department of Planning and Development will work with the City Attorney's office to effectuate the conveyance of property through quit claim deed or some other method of conveyance.

The City reserves the right to decline any offer to purchase City-owned property if the sale does not advance the City's goals or comport with its procedures for property disposition.

# Approaches to the Sale of Real Property

The sale of City property is intended to promote the greatest possible active reuse of parcels in the City's inventory, and this will be accomplished through one of the following means:

# **Open and Competitive Market Sales**

Open Market Sales such as broker listings, the use of the Multiple Listing Service, web sites or other recognized methods of advertising may be used to encourage broad participation in the sale of selected properties.

• Asking prices may be established using appraisal, competitive market analysis, or Automated Valuation Model (AVM).

• Properties will be placed on the market for a duration that will allow for broad engagement of potential buyers.

• The City retains its rights to approve or reject the best Qualified Offer, based on clear criteria, including price.

# Listed Direct Sales

Available properties will be published on a designated City website with an asking price.

• Qualified Applicants will be allowed to purchase property at the listed price.

#### **CITY OF FLINT**

•When a purchaser offers less than the asking price for a property, or more than one person wishes to purchase the property, the City will use the Open Market Sales approach to obtain the best offer for the property.

# **Requests for Proposals/Qualifications**

If the City has a specific planned use for a parcel, a Request for Proposals (RFP) will be issued to identify and select a potential developer. The RFP format allows the City to explain the planned use and any further restrictions that might be placed on the developer or successive owners of the property.

- RFP will be widely advertised to encourage broad participation.
- Selection criteria will include factors such as developer capacity and proposed development outcomes as well as the price.

• The price established through this process will be considered the market value of the property, and it must be acceptable to the City.

# **Discounted Sales**

The City may convey a property for a discounted price to support public purposes such as affordable housing, economic development, and/or community development. If a property is identified for one for the following uses, the City will evaluate the proposal and property request to determine if the proposed project provides significant, visible community benefits that would merit the proposed reduction in sales proceeds.

# Ethics

The City of Flint is committed to ethical and transparent processes for the administration of Vacant land. All real estate transactions must meet a public purpose, that is, to serve and benefit the residents of Flint as a whole, and are governed by the City and State loaws and rules that generally prohibit, among other things, conflicts of interest, the disclosure of confidential information, and the representation of another by a City official or employee in a transaction with the City.

**CITY OF FLINT** 

Below are the Parcel IDs for the City of Flint owned properties to be considered for this RFP:

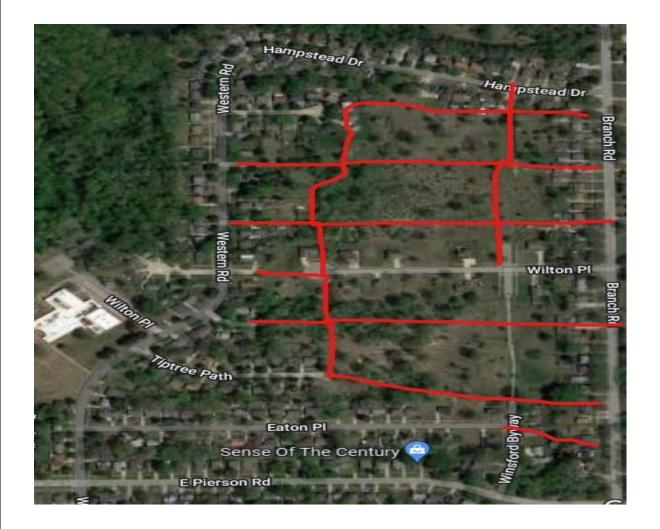
47-28-303-041	47-28-303-036	47-28-304-037
47-28-303-039	47-28-303-035	47-28-304-038
47-28-303-038	47-28-303-034	47-28-304-040
	47-28-304-036	47-28-304-039
47-28-304-042	47-28-304-046	47-28-304-047
47-28-304-041	47-28-304-044	
		47-28-304-045
47-28-304-048	47-28-304-024	47-28-305-030
47-28-304-059	47-28-304-023	47-28-304-015
47-28-304-032	47-28-304-022	47-28-304-014
47-28-304-031	47-28-304-021	47-28-305-041
47-28-304-030	47-28-304-020	47-28-305-025
47-28-304-029	47-28-304-018	47-28-305-026
47-28-304-028	47-28-304-017	47-28-305-028
47-28-304-027	47-28-304-019	47-28-305-027
47-28-304-025	47-28-304-016	
47-28-351-042		
47-28-351-043		
47-28-351-068		
47-28-351-044	47-28-351-067	47-28-358-024
47-28-351-045	47-28-351-070	
47-28-351-046	47-28-358-029	47-28-351-028
47-28-351-047		47-28-351-021
47-28-351-048	47-28-358-030	47-20-331-021
47-28-351-049	47-28-351-029	47-28-351-027
47-28-351-050	47-28-351-030	
47-28-351-051	47-28-351-035	47-28-358-020
47-28-351-052	47-28-351-034	47.00.054.000
47-28-351-063	47-28-351-033	47-28-351-026
47-28-351-065	47-28-351-031	47-28-358-021
47-28-351-079	47-20-331-031	
47-28-351-023	47-28-351-032	47-28-351-025
47-28-351-077		
47-28-351-058	47-28-351-022	47-28-358-022
47 00 050 000		
47-28-358-026		

47-28-358-025

47-28-358-027

47-28-358-028

# EXHIBIT C SUBJECT PROPERTY MAPS



#### **CITY OF FLINT**

- 1. Failure to use this bid form shall result in bid disqualification.
- 2. Failure to bid on all items shall result in an "incomplete bid" determination.
- 3. List value-added considerations on a separate sheet of paper.
- 4. All bid pricing to include shipping and freight charges.

# THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE BID

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint, Department of Purchase and Supplies is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Terms:	Fed. ID #:
Company (Respondent):	
Address:	
City, State & Zip Code:	
Phone / Fax Number:	FAX:
Email:	
Print Name and Title:	
	(Authorized Representative)
Signed:	
	(Authorized Representative)

# **\*** EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS

Please give a synopsis of your qualifications and experience with this service:

**Please list Licenses:** 

How long have you been in business?

Have you done business with the City of Flint?

If yes, please state the project name.

#### **CITY OF FLINT**

# **\*** EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

- 1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.
- 2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.
- 3. List any convictions or civil judgments under state or federal antitrust statutes.
- 4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
- 5. List any prior suspensions or debarments by any government agency.
- 6. List any contracts not completed on time.
- 7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

**CITY OF FLINT** 

# EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM THE LAST 5 YEARS

Providing the following contact information enables the City of Flint to contact those accounts as references.

# Reference #1:

Company/Municipality:		
Contact Person:		
Address:		
City:	State:	Zip:
Telephone:	Fax:	
Email:		
Type of Project:		
Project Timeline (Dates):	Budget:	
Reference #2:		
Company/Municipality:		
Contact Person:		
Address:		
City:		
Telephone:	Fax:	
Email:		
Type of Project:		
Project Timeline (Dates):	Budget:	

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EXHIBIT D – LIST	OF REFERENCES: (3) SIMILAR SCOPE ( THE LAST 5 YEARS (CONTINUES)	OF WORK FROM
Reference #3:		
Company/Municipality:		
Contact Person:	Title:	
Address:		
	State:	
Telephone:	Fax:	
Email:		
Type of Project:		
Project Timeline (Dates):	Budget:	

# **\*** EXHIBIT E – CERTIFICATE OF INSURANCE

#### INSURANCE REQUIREMENTS

The Contractor shall notify all insurance agents and companies retained by the Contractor that these insurance requirements shall be included in any Agreement between the Contractor and the City of Flint.

The Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- No-fault coverages statutory
- \$500,000 per person/\$1,000,000 per accident bodily injury
- \$500,000 per occurrence property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

# **CALC** EXHIBIT E – CERTIFICATE OF INSURANCE (CONTINUES)

**CITY OF FLINT** 

Minimum Limits:

- Workers' Compensation statutory
- Employer's Liability \$100,000 each accident/\$100,000 disease each employee
- \$500,000 disease policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.

Minimum Limits:

• \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

# THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES

# **EXHIBIT F – NON-BIDDER'S RESPONSE**

**CITY OF FLINT** 

# VENDOR'S NAME: \_\_\_\_\_

# NON-BIDDER'S RESPONSE

For the purpose of facilitating your firm's response to our invitation to bid, the City of Flint is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are *not* responding to this "Invitation to Bid" for the following reason(s):

\_\_\_\_\_ Items or materials requested not manufactured by us or not available to our company.

Our items and/or materials do not meet specifications.

\_\_\_\_ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

Quantities too Small.

\_\_\_\_\_ Insufficient time allowed for preparation of bid.

Incorrect address used. Our correct mailing address is:

Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is:

OTHER: \_\_\_\_\_

Thank you for your participation in this bid.

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	AFFIDAV	IT FOR INDIVIDUAL	
STATE OF			
COUNTY OF		S.S.	
directly or indirectly induced or so induced or solicited any other per sought by collusion to secure ther	nterest of or on bel plicited any bidder t son or corporation nselves any advant	half of any person not there to put in a sham bid; that th to refrain from bidding, an age over other bidders.	ein named, and that they have not ney have not directly or indirectly d that they have not in any manner
Subscribed and sworn to before m			
this	day of		
		*Notary Public,	County,
My Commission expires	,20		

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	FOR CORPORATION	
STATE OF		
COUNTY OF	S.S.	
	being duly sworn, deposes a	nd says that she/he/they
is of		, , , ,
(Official Title)	(Name of Corporation)	
the corporation making the within and for authority of its Board of Directors; that sai interests of or on behalf of any person not or indirectly induced or solicited any other	siness under the laws of the State of egoing bid; that they executed said bid in beh d bid is genuine and not sham or collusive and herein named, and that they have not and sa person or corporation to refrain from bidding by collusion to secure to themselves or to said	alf of said corporation by d is not made in the id bidder has not directly g; that they have not and
Subscribed and sworn to before me at	, in said Coun	ty and State,
thisday c	of, A.D. 20,	
My Commission expires	*Notary Public,Count _,20	γ,

RFP-P23000508	CITY OF FLINT	<b>Page 43</b> of <b>45</b>
	FOR PARTNERSHIP	
STATE OF		
	S.S.	
COUNTY OF		
		being duly sworn,
partnership, making the above that said bid is genuine and no therein named, and that they person or corporation to refra	e a member of the firm of be bid; that they are duly authorized to make said bid of sham of collusive, and is not made in the interest have and said bidder has not directly or indirectly in in from bidding, and that they have not and said bid to themselves or to said bidder any advantage over o	on behalf of said co-partnership; of or on behalf of any person not iduced or solicited any other Ider has not in any manner
Subscribed and sworn to before	re me at, in said	l County and State,
this	day of, A.D. 20	
My Commission expires	*Notary Public,	County,
	,20	

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	FOR AGENT	
STATE OF		
COUNTY OF	S.S.	
executed the within and foregoing bid in behal		uly sworn, deposes and says that they
the bidder therein named, they having been th that said bid is genuine and not sham or collusi therein named, and that they have not and said to put in a sham bid; that they have not and said person or corporation to refrain from bidding, sought by collusion to secure to themselves or	eretofore lawfully authorized we and not made in the inter d bidder has not directly or in id bidder has not directly or i and that they have not and s	rests of or on behalf of any person not ndirectly induced or solicited any bidder indirectly induced or solicited any other raid bidder has not in any manner
Subscribed and sworn to before me at		, in said County and State,
thisday of	, A.D.	20,
		County,
My Commission expires,20_		
NOTE: If executed outside of the State of Michigan, certificate b should be attached.	by the Clerk of the Court of Record, aut	henticating the Notary's Signature and authority

**CITY OF FLINT** 

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# MIXED RATE/MARKET RATE HOUSING DEVELOPMENT -ROLLINGWOOD SUBDIVISION

SUBMITTAL FORM FOR QUESTIONS Due August 31, 2022 by 10:00 A.M.

1.			
2.			
3.			
4.			
5.			

Company Name	
Representative Name	
Address:	
Telephone Number	
Email Address	

(Representative Signature)

Date

Please email this form to the attention of:

Samantha Fountain, Flint Economic Development Director, <u>sfountain@cityofflint.com</u> Suzanne Wilcox, Flint Planning and Development Director, <u>swilcox@cityofflint.com</u>.