

**CITY OF FLINT, MICHIGAN
DEPARTMENT OF PURCHASES & SUPPLIES**



**REQUEST FOR PROPOSAL
CITY OF FLINT BID NO. 20000569
PROFESSIONAL SERVICES FOR
COMPREHENSIVE ZONING SERVICES**

March 3, 2020 (Posted)

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CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES
City Hall, 1101 S. Saginaw Street, Room #203 – Flint, Michigan 48502
(810) 766-7340 www.cityofflint.com



Sheldon A. 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 NO: 20000569

SCOPE OF WORK:

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

PROFESSIONAL SERVICES FOR PLANNING & ZONING DIVISION

Per the attached additional requirements.

If your firm is interested in providing the requested services, please submit one (1) original and two (2) printed copies of your detailed bid to the City of Flint, Finance Department of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502, by **Monday, March 9, 2020 at 1:00 PM (EST)**. Please note: all detailed bids received after 1:00 PM (EST) will not be considered. Bids must be in a sealed envelope clearly identifying the proposal and number. Faxed bids are not accepted.

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

<https://www.cityofflint.com/finance/purchasing/bids-2/> 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

<https://www.cityofflint.com/finance/accounts-payable-department/>

Results may be viewed next business day online at <https://www.cityofflint.com/finance/purchasing/results/> under "bid results".

This is an emergency bid. Any questions regarding the proposal process may be directed to Joyce McClane in writing by no later than Thursday, March 5, 2020 by 12:00 PM (EST) to jmclane@cityofflint.com.



Joyce A. McClane, CPPB Purchasing Manager

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.
 - 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, group of items, or total bid. 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.

- 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) These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.
- 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.
- 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 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 time.
- 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 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 between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress 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:** All work for this project must meet Davis-Bacon Act requirements and full prevailing wage. Information on Davis-Bacon reporting and requirements, including payroll reporting, can be found at: <https://www.dol.gov/whd/govcontracts/dbra.htm>

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Professional Services for Comprehensive Zoning Services

The Planning and Zoning Division of the Department of Planning and Development works with current land use planning, future land use planning and future zoning. Using *Imagine Flint*, the city's Master Plan, Planning staff directs neighborhood stabilization, future growth, and revitalization efforts towards becoming a green, sustainable and healthy 21st Century Sustainable Community. By respecting the overall views and interests of the community and people who are impacted by specific projects or changes, we believe in working with people to build consensus solutions that improve the quality of life for Flint residents and community members.

The Division works closely with the Planning Commission, Historic District Commission, and the Zoning Board of Appeals in interpreting the code, creating new ordinances and implementing the Master Plan. The Division also provides site plan review, zoning information, property disposition, and other services to the public.

Purpose of Request

The City of Flint, through its Department of Planning and Development, Planning & Zoning Division, invites sealed proposals from qualified firms to provide planning/zoning services to the City, including oversight and administration of the medical and recreational marijuana business licensing process. Applicants should demonstrate knowledge and experience with respect to all aspects of planning/zoning services required by a municipal entity.

This RFP is available to the public online at <https://www.cityofflint.com/finance/purchasing/bids-2/> and is being advertised in the City's local newspaper as well as being mailed to qualified consultants.

RFP Information

This RFP is requesting a firm to provide comprehensive planning and zoning services for the City of Flint. These services include the following:

Oversee and perform all planning and zoning work required for the City of Flint. This includes:

1. Planning work typically required by those acting in the capacity of the Zoning Coordinator (currently the City is in the process of hiring a Zoning Coordinator)
2. Attending and providing expert representation at all regular or special meetings of the Planning Commission and Zoning Board of Appeals
3. Providing general planning advice and assistance to multiple member bodies as required
4. Reviewing all site plans including preparation of written reports setting forth compliance to municipal ordinances and to accepted planning practices.
5. Providing official interpretations of the Zoning Ordinance and written zoning verifications to the public as outlined by ordinance
6. Maintaining all papers, documents, memoranda, reports, and other material related to the Zoning Coordinator's duties and function.

7. Ensuring compliance with the Michigan Planning Enabling Act and the Michigan Zoning Enabling Act
8. Coordinating efforts with the City's Building and Safety Inspections Division of the Planning and Development Department, and other City Departments as required
9. Reviewing plans for zoning compliance
10. Evaluating the appropriateness of existing or proposed zoning district designations; providing guidance and oversight to existing employees in the interpretation of applicable zoning designations
11. Providing recommendations to applicants re site plans, zoning confirmations, and zoning compliance
12. Assisting the City in the presentation to City Council and adoption of the Draft Zoning Code
13. Providing recommendations for and assisting in the development of systems and processes
14. Upon the termination of these services with the City, the selected firm shall forthwith surrender all municipal records.

In addition to regular zoning, site plan review, and facilitating three multiple member bodies, the City of Flint also currently has several licensed medical marihuana provisioning centers, growing centers, and processing centers, and is currently accepting applications for similar business types. It also has the ability to license medical marihuana secure transport businesses and medical marijuana safety compliance businesses. The City has also accepted applications for both medical provisioning centers and (adult use / recreational) retail facilities, and to date has issued one license and has the intention of issuing more licenses for micro businesses and designated use sites (social clubs). The City is now accepting proposals from qualified firms to support the application, review, approval, licensing, and re-licensing process for the different marijuana businesses. Support is also sought in the site plan review process for marihuana business facilities.

There are currently over 20 licensed marihuana businesses in the City of Flint and 19 applications on file pending review. The City will continue to work to license, re-license, and approve special regulated use permits and/or site plans while this RFP is posted. The City of Flint is looking to hire a firm to provide the necessary services for 1)Location Confirmation, 2)Location Variances Application review, preparation, and approval process support, 3) Special Regulated Use Application review, preparation, and approval process support, 4) Site Plan review, preparation, and approval process, and 5) Marihuana business license review and re-licensing consulting and support.

The City of Flint will be asking firms to provide pricing information in two ways for each of the five services requested in this RFP. First, firms are asked to provide the expected number of hours necessary to complete the tasks identified above and below, including the costs per hour for all staff necessary to perform the services. Second, firms are asked to provide a total cost to provide all services for six months. Prices per service are to be good for 18 months from the time the proposals are received.

Scope of Services:

In addition to ongoing, regular planning and zoning services, marijuana business applications and licensing have specific steps. Below is more information for the process for reviewing and processing marijuana business applications:

1) Location Confirmation

All received applications must be reviewed and have the location of the proposed business verified to ensure that it meets the City of Flint's zoning requirements and location restrictions for the different marijuana business license types. Current zoning requirements and location restrictions for medical marijuana facilities are available on the City of Flint's website at: <https://www.cityofflint.com/planning-and-development/planning-and-zoning-2/medical-marihuana-facilities/> As of the release of this RFP, final requirements for recreational retail, recreational microbusinesses, and recreational social lounges have yet to be finalized by Flint's City Council, though are expected to be similar to those for medical marijuana businesses.

The City of Flint currently provides a service to would-be marijuana business developers to provide written confirmation that a parcel could be potentially used for a marijuana business. Qualifying firms will be able to demonstrate an ability to managing the process to use the City of Flint's application to verify locations, and issue letters confirming whether a parcel qualifies or does not qualify for the requested business type.

Location Confirmation support services may be sought by the City of Flint on an on-going, at need, basis. Qualifying firms are asked to demonstrate their knowledge of the City of Flint's marijuana location and zoning restrictions for providing location confirmation, in the event the City of Flint seeks from the selected firm.

The City of Flint may hire firms to provide location confirmation services for 10 location confirmation applications. The final contracted amount may be adjusted in the contract or added/subtracted to the contract through the change order process, based on the City of Flint's needs, as determined by the City of Flint. The selected firm or firms will be alerted in writing in the event would like to add services for additional applications.

2) Location Variances

In the event that a parcel does not qualify for a marijuana business, a marijuana developer may request a variance. Unlike other variances, location variances for marijuana businesses are heard by the Planning Commission. The Planning Commission will make its decision at a regularly scheduled public meeting, after a presentation by the applicant and public hearing. In the event that the Planning Commission's decision is appealed, the appeal would be heard by the Zoning Board of Appeals. The current application for a marijuana business variance is available on

the City's website at: <https://www.cityofflint.com/planning-and-development/planning-and-zoning-2/medical-marihuana-facilities/>

Successful applicants to this RFP will be able to demonstrate the ability to manage the variance process from application to Planning Commission. This would include, though isn't necessarily limited to: writing memos to the Planning Commission, creating and copying packets of information for individual Commissioners, drafting public notices of a public hearing, creating, copying, and preparing mailings to notify adjacent property owners of a public hearing, communicating and consulting with the City of Flint, communicating with the Planning Commission, and communicating with the applicant.

Services for location variances will be requested of the select firm by the City of Flint on an on-going, at need basis. Qualifying firms asked provide in their narrative their knowledge and experience providing support to municipal or other governmental agencies in managing the zoning variance process. Need for services by the selected firm will be determined by the City of Flint and will be dependent upon the receipt of marihuana business location variances.

The City of Flint may hire firms to provide location variance services for 10 location variance applications. The final contracted amount may be adjusted in the contract or added/subtracted to the contract through the change order process, based on the City of Flint's needs, as determined by the City of Flint. The selected firm or firms will be alerted in writing in the event would like to add services for additional applications after the initial contract is approved.

3) Special Regulated Use Permit / License Application Review & Approval

All marijuana businesses are special regulated uses (SRU) that have additional location restrictions on them. As such, all applicants must submit a completed SRU application that contains the necessary information and a receipt for the application fee. The current application forms, and the required supplemental information is available on the City's website at: <https://www.cityofflint.com/planning-and-development/planning-and-zoning-2/medical-marihuana-facilities/>

Currently, the City of Flint will permit the following types of marihuana businesses, all through it's special regulated use permitting process:

- Provisioning Centers (Medical Sales)
- Adult Use Retail Facilities (Recreational Sales)
- Grow Centers (Class A, B, C, and Excess)
- Processing Centers
- Secure Transport
- Safety Compliance
- Microbusinesses

Designated Consumption Establishments (Social Clubs)

The City of Flint is looking to hire a qualifying firm to manage the application process, which may include reviewing the application forms and supplemental information for completeness, creating copies of the required information, creating packets of information for the individual planning commissioners, writing memos to City of Flint Staff and/or the Planning Commission, drafting public notices of a public hearing, creating, copying, and preparing mailings to notify adjacent property owners of a public hearing, communicating and consulting with City of Flint staff, communicating with the Planning Commission, and communicating with the applicant.

Special regulated use permit / licensing process is described in a flow chart available on the City's website and, ideally, occurs concurrently with the Site Plan Review process.

Services for marijuana business application / licensing support will be requested of the select firm by the City of Flint on an on-going, at need basis. Qualifying firms asked provide in their narrative their knowledge and experience providing support to municipal or other governmental agencies in managing the marijuana application and licensing process. Need for services by the selected firm will be determined by the City of Flint and will be dependent upon the receipt of marijuana business applications.

The City of Flint may hire firms to provide SRU application review and preparation services for at least 20 applications. The final contracted amount may be adjusted in the contract or added/subtracted to the contract through the change order process, based on the City of Flint's needs, as determined by the City of Flint. The selected firm or firms will be alerted in writing in the event would like to add services for additional applications.

4) Site Plan Application & Approval

All marijuana businesses are required to go through the City of Flint's site plan approval process, to ensure they meet all the necessary requirements and restrictions in the City of Flint's zoning code. Information on the marijuana business site plan review process can be found on the City's website here:

<https://www.cityofflint.com/planning-and-development/planning-and-zoning-2/medical-marihuana-facilities/> Additional information on the City's site plan view process in general can be found here: <https://www.cityofflint.com/planning-and-development/planning-and-zoning-2/>

The City of Flint is looking to hire a qualifying firm to manage the site plan review process, which may include reviewing the site plan, completing primary site plan review check lists, communicating with the City of Flint and applicant, , creating copies of the required information, creating packets of information for the individual

planning commissioners, writing memos to City of Flint Staff and/or the Planning Commission, drafting public notices of a public hearing, creating, copying, and preparing mailings to notify adjacent property owners of a public hearing, communicating and consulting with City of Flint staff, communicating with the Planning Commission, and communicating with the applicant.

Special regulated use site plan review process is described in a flow chart attached to this RFP and, ideally, occurs concurrently with the Special Regulated Use permitting / licensing process.

Services for marihuana business site plan review support will be requested of the select firm by the City of Flint on an on-going, as needed basis. Qualifying firms are asked to provide in their narrative their knowledge and experience providing support to municipal or other governmental agencies in managing the site plan review and zoning compliance process. Need for services by the selected firm will be determined by the City of Flint and will be dependent upon the receipt of marihuana business applications.

5) Re-licensing

The City of Flint currently has several licensed medical marijuana provisioning, grow, and processing centers. Many of these businesses are out of compliance and their licenses have lapsed. The City of Flint is seeking a qualified firm to review the status of each previously licensed facility, and work with the City of Flint and business owner to bring each facility and marijuana business into a full compliance of the City's ordinance. Qualifying firms will demonstrate an understanding of the City of Flint's past ordinances, and new or pending ordinances to help bring all businesses into compliance.

Scope of work for re-licensing will include reviewing application forms and status, requesting applications or supplemental information from business owners, communicating with the City of Flint and business owners.

The City of Flint is seeking a qualifying firm to provide in their narrative any experience and/or qualifications to bring existing marihuana businesses into compliance with existing marihuana business ordinances. In their narrative, qualifying firms are asked to provide a potential timeline to provide the following: a) review existing marihuana business files to determine if a business has a complying license, b) provide a written report to the City of Flint of the number of existing businesses, their business type, and license status, c) communicate with existing businesses their business license status, d) request application or licensing materials and fees from existing marihuana businesses, e) other tasks as required by the City of Flint to bring all existing marihuana business into compliance.

The City of Flint may hire firms to provide license review and re-license support services for at least 20 licensed businesses. The final contracted amount may be adjusted in the contract or added/subtracted to the contract through the change

order process, based on the City of Flint's needs, as determined by the City of Flint. The selected firm or firms will be alerted in writing in the event would like to add services for additional applications.

Proposal Submission Requirements

Organizational Information

A proposal must include the full name and address of your firm or organization and, if applicable, the branch office or other subordinate element that will perform or assist in performing the scope of work outlined in this proposal. The proposal submission must also indicate whether you operate as an individual or partnership or corporation and include the state in which your firm or organization is incorporated. If a joint venture is contemplated, name the firms involved.

Experience – Public Clients

A proposal must evidence your firm's experience in working with public entities in the following three service areas: a) marihuana application and licensing support services, b) site plan review, governmental zoning compliance support, c) preparing applications, informational packets, and site plans for review by a planning commission or zoning board of appeals and, d) issuing mailings and legal notices of public hearings.

Please provide the following information for all public clients with in the last five years for which your firm as provided any of the four services listed above. Previous public client information must include:

- a. Client name
- b. Contact person and phone number
- c. Services provided
- d. Original estimate or project costs and actual project costs
- e. Original estimated Project completion schedule and actual completion schedule

Experience – Private Clients

Please provide the following information for all private clients with in the last five years for which your firm as provided any marihuana business licensing or application support, marihuana real estate consulting, creation of site plans, zoning documents, construction specifications, engineered drawings, building permit documentation, or general marihuana business development consulting services. Previous public client information must include:

- a. Client name
- b. Contact person and phone number
- c. Services provided
- d. Original estimate or project costs and actual project costs
- e. Original estimated Project completion schedule and actual completion schedule

Conflict of Interest

The Consultant shall disclose in its response all contracts or projects for which they have potential or actual conflicts of interest with this Contract. Failure to identify potential or actual conflicts of interest constitutes grounds for rejection of the proposal without further review. If such conflicts are discovered during the term of the Contract, the City of Flint may terminate the Contract for default.

Management Staffing

A proposal must include the following components related to the staffing structure of your firm or organization:

1. Staffing – Include in proposal the names, qualifications, and background information (resumes) of your Project Team, including Project manager, and other professional staff who will be assigned to . Estimate the percent of the time each individual will devote to the work. Include a Project Organizational Chart.
2. Responsiveness – Include narrative in the proposal that evidence how your firm will respond quickly on a day-to-day basis to complete the scope of the work outlined in the RFP. Discuss how you will maintain close and effective communications with the City, businesses, Planning Commission, and its staff.

Authorized Negotiators

Include on letterhead from your organization the names and phone numbers of personnel of your organization authorized to negotiate the proposed contract with the City of Flint Planning and Development Department, Planning and Zoning Division.

Work Plan

Present in detail your proposed work plan for this project, including all major and minor work tasks to be achieved and related scope of services. Also, present in detail any “Additional Recommended Items” that you deem appropriate to be included as part of the work plan. Please provide a work schedule outlining the time frame for your firm to complete the work including “Additional Recommended Items” and the estimated time required for the completion of major and minor tasks. The work plan must also define what your firm will need from the City to complete the scope of services, work products, or documents, etc. for the Project and provide an alternative solution to address these needs if the City is unable to address these needs.

Financial Information

- (1) Financial Statement. Attach your firm's most recent financial statement or annual report for each of the last three years.
- (2) Statement of Financial Conditions. Attach the most recent annual Statements of Financial Conditions, including balance sheet, income statement and statement of cash flows, dated within the past twelve (12) months. Provide the name, address, and the telephone number of firm(s) that prepared the Financial Statements:
- (3) Accounting Firm Information. If these financial documents were not produced in-house, indicate the name, address and phone number of the firm(s) that prepared these financial statements.

Cost of Services Level of Effort

In this section of the proposal, provide the price not-to-exceed cost for delivery of the following services.

1. Providing comprehensive zoning and planning services, including preparing for and attending Planning Commission and Zoning Board of Appeals meetings (3x per month), reviewing site plans and preparing written reports, verifying zoning confirmations, providing official interpretations of the Zoning Ordinance and written zoning verifications to the public as outlined by ordinance; maintaining all papers, documents, memoranda, reports, and other material related to the Zoning Coordinator's duties and function; coordinating efforts with the City's Building and Safety Inspections Division of the Planning and Development Department, and other City Departments as required; reviewing plans for zoning compliance; evaluating the appropriateness of existing or proposed zoning district designations; providing guidance and oversight to existing employees in the interpretation of applicable zoning designations and reviewing work for accuracy; providing recommendations to applicants re site plans, zoning confirmations, and zoning compliance; assisting the Director of Planning and Development in the presentation to City Council and adoption of the Draft Zoning Code; providing recommendations for and assisting in the development of systems and processes to streamline planning and zoning services and maximize efficiency. More information is detailed in the sections below:

- a. Location Confirmation services to the City of Flint for a single interested business developer.

This will including conducting an analysis to determine if a property meets necessary zoning and location restrictions, writing a letter to the applicant of the which of the zoning or location restrictions the property does or does not meet, and complicating that to the applicant by email.

- b. Variance application support to the City of Flint for a single variance application.

This will include, but may not be limited to, the following services. a) review of applications for completeness, b) conduct an analysis of location or zoning

restrictions the applicants property does not meet, c) provide the City of Flint with a written report containing the findings of said analysis, d) provide a map of all properties within 1,000 feet including designation of residentially zoned parcels, pre-k through 12th grade schools, designated parks, faith-based institutions, and the property in question, e) a written report to the City of Flint's Planning Commission, f) addresses of all properties within 300 feet, g) letters and postage for all property owners within 300 feet alerting them of a pending public hearing. Letters must be post marked no later than 15 days ahead of the public hearing, h) legal notice of a pending public hearing posted in the Flint Journal / MLive. Legal notice must be published no later than 15 days prior to the public hearing, i) creating copies of application and supporting documentation for City of Flint staff and planning commissioners, j) delivery of information packets to City of Flint staff and planning commissioners at least 5 days ahead of the scheduled public hearing. Planning Commission Meetings are held the second and fourth Tuesday of every month beginning at 6:00pm. Special meetings or times of meetings may change.

- c. Providing marijuana business license / special regulated use permit application support to the City of Flint for a single application.

This will include, but may not be limited to, the following services. a) review of applications for completeness, b) a written report to the City of Flint's Planning Commission providing a summary of the application and surrounding properties, c) addresses of all properties within 300 feet, d) letters and postage for all property owners within 300 feet alerting them of a pending public hearing. Letters must be post marked no later than 15 days ahead of the public hearing, e) legal notice of a pending public hearing posted in the Flint Journal / MLive. Legal notice must be published no later than 15 days prior to the public hearing, f) creating copies of application and supporting documentation for City of Flint staff and planning commissioners, g) delivery of information packets to City of Flint staff and planning commissioners at least 5 days ahead of the scheduled public hearing, h) planning commission action notification letter addressed to the applicant provided to the City of Flint within 3 days of the planning commission meeting.

- d. Providing site plan review and application (including marijuana business / special regulated use) support to the City of Flint for a single site plan and application review.

This will include, but may not be limited to, the following services. a) review of applications for completeness, b) preliminary review provided site plans, c) completion of a preliminary review check list for provided site plans, d) a written summary for the City of Flint and applicant of feed back and requested revisions of the site plan by the applicant, e) final review of the revised site plans (if necessary), f) completion of a final site plan review check list, g) a written report

to the City of Flint's Planning Commission providing a summary of the application and surrounding properties, h) addresses of all properties within 300 feet, i) letters and postage for all property owners within 300 feet alerting them of a pending public hearing. Letters must be post marked no later than 15 days ahead of the public hearing, j) legal notice of a pending public hearing posted in the Flint Journal / MLine. Legal notice must be published no later than 15 days prior to the public hearing, k) creating copies of application and supporting documentation for City of Flint staff and planning commissioners, l) delivery of information packets and site plans to City of Flint staff and planning commissioners at least 5 days ahead of the scheduled public hearing, m) planning commission action notification letter addressed to the applicant provided to the City of Flint within 3 days of the planning commission meeting.

- e. Providing the City of Flint with a full review of the license status of a single medical marijuana provisioning center, or other marijuana related business. Review will include a) an analysis of license status and application documentation on file, b) provide a written report of the business's license status, c) provide a written letter to the business owner documenting license status and any documentation or actions necessary to bring their business into full compliance.

Full compliance requires that each business provide the following items to the City of Flint on an annual basis:

- a. Articles of incorporation.
- b. Assumed named registration documents.
- c. Internal revenue service SS-4 EIN confirmation letter.
- d. Copy of the operation agreement of the applicant.
- e. If the applicant is a limited liability company: A copy of the partnership agreement, if a partnership, or a copy of the bylaws or shareholder agreement, if a corporation.
- f. Deed/Lease/Option Agreement
- g. Proof of Insurance
- h. Property Owner's Authorization (if applicable)
- i. Signed and Notarized Acknowledgement of Federal Law and Release of Liability Form (must be original, no copies)

- j. Proof of ownership of the entire premises wherein the medical marihuana facility is to be operated; or written consent from the property owner for use of the premises in a manner requiring licensure under this ordinance along with a copy of the lease for the premises.
- k. Proof of an adequate premises liability and casualty insurance policy in the amount not exceeding the requirements addressed in the Medical Marihuana Facilities Licensing Act or applicable state laws, covering the medical marihuana facility and naming the city as an additional insured party, available for the payment of any damages arising out of an act or omission of the applicant or its stakeholders, agents, employees, or subcontractors.
- l. A security plan for the marihuana facility that contains a comprehensive diagram, including, but not limited to, any lighting, alarms, barriers, recording/monitoring devices, and/or security guard arrangements proposed for the facility and premises. The security plan must contain the specification details of each piece of security equipment. Each marihuana facility must have a security guard present during business hours or alternative security procedures shall be proposed in the business plan. The security plans must include details on the location and number of security cameras located on the premises, both on the interior and exterior. At a minimum, security cameras must be installed to capture all entry and exit doors, public counters, and parking lots.
- m. Floor plans of the marihuana facility, as well as a scale diagram illustrating the property upon which the medical marihuana facility is to be operated, including all available parking spaces, and specifying which parking spaces, if any, are handicapped-accessible.
- n. An affidavit that neither the applicant nor any stakeholder of the applicant is in default to the city. Specifically, that the applicant or stakeholder of the applicant has not failed to pay any property taxes, special assessments, fines, fee or other financial obligations to the city.
- o. An affidavit that the transfer of marihuana to and from medical marihuana facilities shall be in compliance with the MMMA and the Medical Marihuana Facilities Licensing Act or other applicable state laws.
- p. A staffing plan complete with an organizational chart listing all individuals that includes position descriptions and the names of each person holding each position.
- q. Any proposed text or graphical materials to be shown on the exterior of the proposed medical marihuana facility.

- r. A business plan that includes a proposed marketing plan, scheduled tangible capital investment in the city including an explanation of the economic benefits to the city and job creation statistics. The plan should include both the short and long term goals and objectives of the business operation.
- s. A location area map of the medical marihuana facility and surrounding area that identifies the relative locations and the distances to any real property comprising a Pre K-12 school, a place of worship, or any dedicated public parks.
- t. A facility sanitation plan to protect against any marihuana being ingested by any person or animal, indicating how the waste will be stored and disposed of, and how any marihuana will be rendered unusable upon disposal. Disposal by onsite burning or introduction in the sewerage system is prohibited.
- u. A description of procedures for testing of contaminants, including mold and pesticides.
- v. A hazardous material plan, indicating what, if any, hazardous substances will be on the premises, in what quantities, the intended usage of such hazardous materials, and the plans for the disposal of such hazardous materials and/or their byproducts. All waste that has hazardous must be disposed of pursuant to part 111 of 1994 PA 451, hazardous waste management.
- w. A proposed patient recordkeeping plan that will track quantities sold to individual patients and caregivers, and will monitor inventory.
- x. Written receipt from the City of Flint documenting payment of \$5,000 annual license fee within the past 12 months. Payments can be made in the Building, Safety, and Inspection Division between 9am and 3pm, Monday through Thursday.
- y. Written documentation stating that the business is in compliance with the Flint Police Department's C.A.T.T. Eye program. This can include a copy of the contract with a participating private security firm.
- z. Written documentation stating that the business has completed a fire inspection with the Flint Fire Department, within the last 12 months.
- aa. Written documentation stating that the business has a current survey inspection / Certificate of Approval by the Building, Safety, and Inspection Division in the last 12 months.

Additional items may be added to the license or re-license process.

All costs shall also include a breakdown for labor, overhead rates, fringe benefits, profit and other pertinent costs. Demonstrate the level of effort for the Project by listing, by position, the number of hours necessary to complete the plan based on the work plan, including a detailed outline of professional personnel.

The level of effort a subcontractor will provide, as well as any “Additional Recommended Items” the Consultant deems appropriate to be included in the technical assistance, shall also be represented in a similar format. Additionally recommended services are to be listed with a description of the service, the tasks necessary to provide the service, the cost per hour of the service, and the number of hours recommended for the additional recommended item.

Also, the Consultant shall submit its rate schedule. The rate schedule shall include your firm’s rates (including labor, overhead, fringe benefits and profit) for each position that will be assigned to the Project as well as any other costs related to the provision of these services. The City’s preference is to remunerate the Consultant on a time and materials basis with a not to exceed cost presented as an upper limit for the Project.

The information requested in this section is required to support the reasonableness of your quotation. The data will be held in strict confidence and will not be revealed to or discussed with competitors until after a contract is awarded to successful bidder(s). After contract award, all bids are subject to the Freedom of Information Act.

For this solicitation, please use the following format:

1. Itemize so as to show the following for each category of personnel with a different rate per hour:
 - a. Category: e.g., project manager, GIS technician, planner, administrative support, etc.
 - b. Estimated number of labor hours
 - c. Rate per hour
 - d. Total cost of each category and for all labor needs
2. Fringe Benefit Costs – Itemize these costs, if applicable
3. Cost of supplies and materials – Itemize these costs for supplies that are necessary, and other materials as identified
4. Other direct costs – Itemize these costs, if necessary
5. General and administrative burden of overhead – Indicate percentage and total as it related to completion of this project as identified in the RFP

6. Transportation costs – Show travel costs and per diem separately per staff projected to work on project
7. Printing costs – State separately the price for printing work products or documents
8. Overhead Rates – (or any other type of cost plus percentage of cost) shall only be allowed if bidder uses an overhead or indirect cost rate for its firm that has been approved by a federal agency. Such documentation must be included in the bid package.
9. Total bid price for each major task of the scope of services

Additional Information

Include any other information that is believed to be pertinent, but not specifically asked elsewhere in this RFP.

Independent Price Determination

By submission of a proposal, the offerer certifies and, in the case of a joint proposal, each party thereto certifies as to its own organization in connection with this proposal that:

1. The prices in the proposal have been arrived at independently, without consultation, communication or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other offerer or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the offerer and will not knowingly be disclosed by the offerer or to any competitor; and
3. No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
4. Each person signing the proposal also certifies that:
 - a. He/She/They is the person in the offerer's organization responsible within that organization for the decision as to the prices being offered in the proposal; or
 - b. He/She/They is not the person in the offerer's organization responsible within that organization for the decision as to the prices being offered in the proposal but that he/she has been authorized in writing to act as agent for the persons responsible for such decision.

General Conditions

Proposal Submission Information

Proposals will be accepted at the City of Flint, Finance Division - Purchasing, 1101 S. Saginaw Street, Second Floor, Flint, Michigan, 48502. Proposals must be submitted in a sealed envelope and shall be labeled: **“PROPOSAL FOR PLANNING AND ZONING SERVICES AND MARIJUANA LICENSING SUPPORT SERVICES.”** The City will receive mailed or delivery of proposals until 1:00 p.m., local time on March 6, 2020. No faxed or electronic proposals will be accepted by the Division.

To be considered, consultants must submit a complete response to this RFP using the format identified in this RFP. One original and four copies of the proposal must be submitted to the City of Flint Finance Department, Purchasing Division, 1101 S. Saginaw Street, Second Floor, Flint, Michigan 48502. Proposals must be signed by an official authorized to bind the consultant agency to its provisions. Proposals must include a statement as to the period during which the proposal remains valid. For this RFP, this period must be at least ninety (90) days.

Equal Opportunity Laws:

Contractor will be required to comply with all applicable federal and state and local equal opportunity and federal affirmative action and minority representation laws. The City of Flint is an Equal Opportunity Employer. TDD – 766-7120.

Minority and Women Business Enterprises are encouraged to apply.

Excluded Parties Listing

All bidders will be required to certify that they are not on the U.S. Comptroller General’s List of Ineligible Contractors nor any firm, partnership, or association in which they have substantial interest nor any other person, both natural and corporate, having substantial interest in their business is designated as an ineligible bidder or on the U.S. Comptroller General’s List of Ineligible Contractors.

Written Agreement

The contract with the most qualified consultant will be at a minimum, a six-month period.

Bid Opening and Evaluation

Sealed proposals will be opened on February 17, 2020 at the City of Flint, Department of Community and Economic Development and evaluated before February 24, 2020.

Local Preference

All bidders shall be advised that the City of Flint Code, Article 4 Section 18-21.5 gives a seven (7) percent advantage of bidders located within the corporate City limits of Flint, Michigan. For example, if the lowest qualified bid represents a City of Flint non-resident business and the second higher lowest qualified bid represents a City of Flint resident business whose bid is up to 7 percent higher than the lowest qualified bid, then the contract can be awarded to the second lowest qualified bidder whose business is located in the City of Flint.

Type of Contract

It is proposed that, if a contract is entered into as a result of this RFP, it will be a time and materials contract based on a fixed price contract. Negotiations may be undertaken with those consultants whose proposals, as to adherence to the work plan and timeline, price and other factors, as determined by the City, show them to be qualified, responsible and capable of performing the work. The contract that may be entered into will be one most advantageous to adhering to the work plan timeline, price and other factors considered.

The City reserves the right to award one or more contracts to one or more lowest-qualified bidders. The City reserves the right to consider proposals or modifications thereof received at any time before award is made, if such action is in the best interest of the City. The determined price of contract shall be adhered to and at no time will the contractor be allowed to bill for work not agreed upon.

Rejection of Proposals

The City reserves the right to reject all proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the City that is consistent with city ordinances related to marijuana businesses.

Incurring Costs

The City is not liable for any costs incurred by consultants prior to issuance of a contract.

Inquiries

Questions that arise prior to submission of bids must be directed to Joyce McClain at jmcclane@cityofflnt.com by February 10th at 1:00pm.

Addenda to RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all consultants who receive the RFP. Please review the City's website through January 4th for any addendums, if deemed necessary.

Acceptance of Proposal Content

The contents in the proposal of the successful bidder may become contractual obligations if a contract is issued. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

Economy of Preparation

Proposals should be prepared simply and economically, providing a straight forward concise description of the bidder's ability to meet the requirements of this RFP.

Prime Contractor Responsibilities

The selected consultant will be required to assume responsibility for all services offered in his/her proposal, regardless of who produces them. Furthermore, the City will consider the

selected consultant to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Contract Payment Schedule

Payment for any contract entered into as a result of this RFP, will be made within thirty (30) days of receipt of an invoice.

Ownership of Work Products

It is explicitly understood that all work products and documents resulting from this RFP and contract shall be the property of the City of Flint.

Liability Insurance

The selected bidder will be required to provide general liability, workmen’s compensation insurance, and professional liability insurance coverage in the amount of Ten Million Dollars. Said proof of liability insurance shall be included as part of the contract document.

Minimum Requirements for Consideration

Firms submitting proposals must demonstrate at least five years' experience working with public clients in providing planning, zoning, special regulated use approval, and site plan review, administration, and support. References must be provided

Evaluation Criteria

The proposals received will be reviewed by an evaluation team. All proposals will be fully considered and rated by the evaluation team based on:

1. Recent Experience (25%)

Has experience in conducting projects similar in scope, complexity, and magnitude for other public agencies. Describes previous projects and clientele. Provides contact information. At least 5 years of experience with public clients providing planning, zoning, and site plan consulting is the minimum requirement to respond to this RFP. Successful firms will demonstrate experience not only working the public clients on planning, zoning, site plan review support, but also experience working with public clients on marihuana business licensing, zoning, and site plan review.

2. Understanding and Expertise (30%)

Understanding of the project and the consultant's expertise for the project, rationale and descriptions for work tasks. Successful firms will demonstrate their knowledge and expertise in the State of Michigan's marihuana laws, regulations, and application process but also the City of Flint's related marihuana ordinance, zoning requirements, location restrictions. Successful firms will also demonstrate understanding and expertise of zoning, site plan review, and special regulated use approval process.

3. Price – (25%)

Analysis of cost competitiveness, including level of effort allocated to each major task: includes budget and cost justifications.

4. Responsiveness to RFP requirements (10%)

Quality of the information submitted based on completeness, relevance, conciseness and organization of material presented and professional presentation. Proposals not meeting the minimum requirements for consideration will be rejected.

5. Educational Background, Professional Qualifications (10%)

Provides evidence of educational backgrounds, includes descriptive resumes. Include all relevant certifications, such as American Institute of Certified Planners (AICP), and Zoning Administrator certifications.

6. References

Consultant must provide three professional recent references from clients.

LEAVE BLANK INTENTIONALLY

CITY OF FLINT, MICHIGAN AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that he is the person making the above bid; and that said bid is genuine and not sham or collusive, and is not made in the interest of or on behalf of any person not therein named, and that he has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not in any manner sought by collusion to secure himself any advantage over other bidders.

Subscribed and sworn to before me at _____, in said County and State,

this _____ day of _____, A.D. 20_____,

*Notary

Public, _____ County, _____

My Commission expires _____, 20_____

FOR CORPORATION

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that she/he/they

is _____ of _____
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of

_____ the corporation making the within and foregoing bid; that he executed said bid in behalf of said corporation by authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the interests of or on behalf of any person not herein named, and that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding; that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said corporation an advantage over other bidders.

Subscribed and sworn to before me at _____, in said County and State,

this _____ day of _____, A.D. 20_____,

*Notary Public, _____ County, _____

My Commission expires _____, 20_____

FOR PARTNERSHIP

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that he is a member of the firm of _____, a co-partnership, making the above bid; that he is duly authorized to make said bid on behalf of said co-partnership; that said bid is genuine and not sham of collusive, and is not made in the interest of or on behalf of any person not therein named, and that he has and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at _____, in said County and State,

this _____ day of _____, A.D. 20_____,

*Notary Public, _____ County, _____

My Commission expires _____, 20_____

FOR AGENT

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that he executed the within and foregoing bid in behalf of

_____,
the bidder therein named, he having been theretofore lawfully authorized, as the agent of said bidder, so to do; that said bid is genuine and not sham or collusive and not made in the interests of or on behalf of any person not therein named, and that he has not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at _____, in said County and State,

this _____ day of _____, A.D. 20 _____,

*Notary Public, _____ County, _____

My Commission expires _____, 20 _____

NOTE: If executed outside of the State of Michigan, certificate by the Clerk of the Court of Record, authenticating the Notary's Signature and authority should be attached.