



**REQUEST FOR PROPOSALS (RFP) FOR
THE SALE OF REAL PROERTY BY THE VILLAGE OF QUINCY, MICHIGAN**

**PROPERTY COMMONLY KNOWN AS
54 W CHICAGO STREET, QUINCY, MI 49082
PARCEL NUMBER: 081-N01-000-074-00**

&

**48 W CHICAGO STREET, QUINCY MI 49082
PARCEL NUMBER: 081-N01-000-072-00**



All proposals and other communications must be addresses and returned to:

**Village of Quincy
47 Cole Street
Quincy, MI 49082**

**PROPOSALS MUST BE RECEIVED NO LATER THAN 3:00 PM LOCAL TIME ON
DECEMBER 5, 2022**

47 Cole St
Quincy
Michigan
49082

517.639.9065

www.Quincy-MI.org

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**REQUEST FOR PROPOSALS (“RFP”)
FOR
THE VILLAGE OF QUINCY**

1. PURPOSE OF THE REQUEST FOR PROPOSALS

The Village of Quincy, Michigan (the “Village”) will accept proposals for the sale of Village owned property located at 54 W Chicago Street and 48 W Chicago Street, Quincy, Michigan
Parcel Numbers: 081-N01-000-074-00 and 081-N01-000-072-00 (the “Property”)

Responses to this Request for Proposal (“RFP”) must address each component as set forth herein.

2. PROPERTY INFORMATION

The Village intends to sell the Property, which consists of two vacant lots. 54 W Chicago Street Parcel# 081-N01-000-074-00 consists of 0.320 acres, 48 W Chicago Street Parcel# 081-N01-000-072-00 consists of 0.170 acres.

Respondents may submit Proposals for (1) the Property as consolidated; (2) 54 W Chicago Street Parcel# 081-N01-000-074-00; or (3) 48 W Chicago Street Parcel# 081-N01-000-072-00. The Village reserves the right to sell the Property as consolidated or to more than one Respondent for the lots as separated.

The Property is currently zoned residential and is in the residential / limited business zoning district. The Respondent shall be responsible for determining whether his or her intended use of the Property complies with Quincy Township ordinances and regulations and seeking any zoning relief, if applicable.

3. CONDITIONS GOVERNING SALE OF PROPERTY

a. Offer

Respondents must offer to purchase the Property in cash at closing. All Respondents must complete and submit the Offer to Purchase (Exhibit A) indicating the amount offered for the 1) the Property as consolidated; (2) 54 W Chicago Street Parcel# 081-N01-000-074-00; or (3) 48 W Chicago Street Parcel# 081-N01-000-072-00. All valid responses submitted shall remain open for sixty (60) days from opening date of the RFP and the Village reserves the right to formally accept or reject any offer at that time.

b. Purchase Price

The Purchase price must be paid in cash at closing. The minimum purchase price for the Property is as follows:

- i. The Property as consolidated \$ 26,000.00
- ii. Parcel 080-029-200-005-00, separately \$ 13,000.00
- iii. Parcel 080-020-400-020-00, separately \$ 13,000.00

c. Title and Escrow Costs

The successful Respondent(s) shall be solely responsible for paying all closing fees and costs (exclusive of the Village's attorney's fees), including, but not limited to, a survey, if desired by Respondent, the cost of the owner's title policy, transfer tax and the escrow fees for the Property.

d. Commission

The Village agrees and acknowledges that it has not engaged the services of any agent or broker for the sale of this Property. In the event that Respondent has engaged an agent or broker, Respondent shall be solely responsible for the payment of said agent or broker, and said fees shall not be deducted from the purchase price.

e. Earnest Money Deposit

Within five (5) business days after the Village's acceptance of the offer(s), the successful Respondent(s) shall be required to deposit 10% of the accepted offer amount, as earnest money, with Branch County Abstract or other mutually acceptable title company. The earnest money shall be non-refundable.

f. Site Visit

A site visit shall be allowed by appointment only by calling Village Manager, Brittany Butler, at 517-639-9065.

g. Submission of Proposal

To be considered, sealed Proposals must be submitted to the Village no later than 3:00 PM on December 5, 2022. An original Proposal and one (1) copy must be hand delivered to the Village. No Proposals submitted by electronic mail or facsimile to the Village will be accepted. The outside of the envelope must be marked "SALE OF REAL PROPERTY RFP" and delivered to:

Village of Quincy
47 Cole Street
Quincy, MI 49082

h. Provision of Contact Information

Those interested in submitting a proposal are encouraged to provide contact information to the Village Clerk/Treasurer at trzepka@quincy-mi.org. This will allow the Village to contact interested parties in the event that there are any addenda or changes to this RFP. Individuals who do not submit contact information to the Village shall be solely responsible for independently verifying if any addenda or other changes have been issued for this RFP by contacting the Village in writing prior to the submission deadline.

i. Award

The Village will award the Proposal(s) to the highest responsible bidder and/or as is otherwise determined to be in the best interest of the Village and to support the highest and best use of the Property.

j. Schedule

Questions due in writing to the Village:	November 28, 2022
Proposals Due:	December 5, 2022
Bid Opening:	December 6, 2022

k. Questions

All Questions or requests for clarification should be submitted in writing via electronic email to bbutler@quincy-mi.org by 3:00 PM on November 28, 2022. The Village shall not be responsible for the delay in transmission of any request for clarification or other communication. The Village will make all questions and answers available to all interested parties.

l. Conflict of Interest

Any Respondent who has a conflict of interest or potential conflict of interest shall disclose the same in his or her offer. The Village shall consider conflicts of interest in its award process.

4. SUBMISSION REQUIREMENTS

a. Required Content

At a minimum, the following must be included in all Proposals:

i. Cover Letter

The Respondent must submit a cover letter committing the Respondent to purchasing the Property on the terms and conditions set forth in this RFP, including acknowledgement that the property is being sold as-is.

ii. Offer to Purchase

The Respondent must complete the Offer to Purchase (Exhibit A) for:

1. The Property consolidated
2. Parcel 081-N01-000-074-00 separately
3. Parcel 081-N01-000-072-00 separately

iii. Non-Collusion Affidavit

A Respondent must submit a notarized Non-Collusion Affidavit, attached hereto and incorporated herein as Exhibit B, certifying that the Respondent has not colluded with any other entity or individual in the submission of the Proposal.

5. REJECTION OF PROPOSALS

a. Selection does not Guarantee the Award of a Contract

This RFP shall not create any legal obligation of the Village to evaluate any Proposal that is submitted or to enter into any contract or any other agreement with an entity who submits a response except on terms and conditions that the Village deems, in its sole and absolute discretion, to be satisfactory and desirable. All Proposals should contain an affirmative statement regarding whether there is any “conflict of interest” with the Village, its elected and appointed officials, and the Respondent.

The Village reserves the right to reject all Proposals received and the right to waive non-material formalities and technicalities according to the best interest of the Village. Any Proposals submitted shall be binding for sixty (60) days following the Village’s opening and review of the same. The Village reserves the right to select a Respondent or multiple Respondents for the sale of the Property.

By submitting a Proposal, the Respondent acknowledges its understanding of the requirements of this submission and agrees to be bound to the same.

b. No Liability for Costs

The Village is not responsible for costs or damages incurred by interested parties in connection with the RFP process. This includes, but is not limited to, costs associated with preparing the Proposals and of participating in any site visits, oral presentations and negotiations.

6. CONTRACT AWARD

a. Completion

The Respondent's Proposal must be complete to be considered for the award.

b. Village's Rights

The Village reserves the right to qualify, accept or reject any or all Respondents and accept any Proposal deemed to be in the best interest of the Village. The Village reserves the right to accept or reject any or all Proposals and waive irregularities or technicalities in any Proposal when in the best interest of the Village and the best and highest use of the Property. The Village reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the RFP. Consideration may be given to, but not limited to, Respondent's proposed use of the Property, the best and highest use of the Property, and the offer price(s). The Village reserves the right not to accept the highest offer if it does not comport with the best and highest use of the Property or is no in the best interests of the Village.

c. Award

The award, if made, shall be in the form of a contract. All prescriptions of the RFP shall be understood as a form of a signed contract.

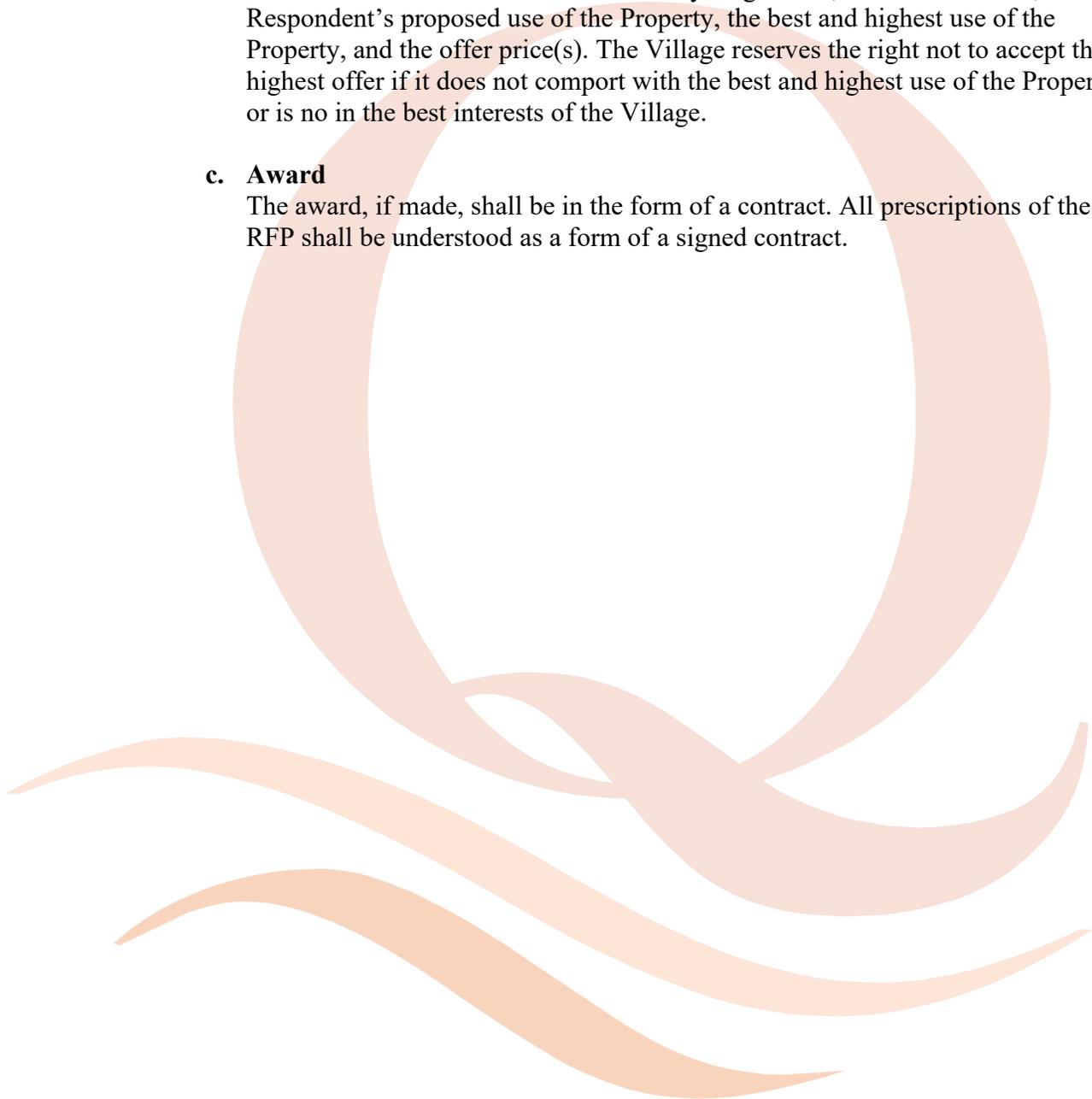


Exhibit 1
OFFER TO PURCHASE REAL PROPERTY

TO: Village of Quincy
47 Cole Street
Quincy, MI 49082

_____, herein called the “Buyer,” hereby offers and agrees to purchase from the Village of Quincy (“Village”) subject to the terms and conditions contained in this Offer and the RFP at the price set forth below:

- (1) \$ _____ for the Property as consolidated
- (2) \$ _____ for Parcel 081-N01-000-074-00
- (3) \$ _____ for Parcel 081-N01-000-072-00

Possession shall be granted upon closing. The Buyer hereby agrees and acknowledges that the Village is not responsible for any testing of contaminated ground / capped landfill, and acknowledgement that the property is being sold as-is.

The Escrow Agent shall be Branch County Abstract and Title or other mutually agreeable title company. Transfer of the Property shall be by Warranty Deed.

Closing shall be within sixty (60) days of acceptance of this Offer, unless otherwise agreed to by the parties. This sale is subject to approval by the Village of Quincy Council and reserves the right to reject all offers.

SUBMITTAL: To ensure proper identification and handling, submit your Offer in a sealed envelope. This Offer must be hand delivered by the date and time due to:

Village of Quincy
47 Cole Street
Quincy, MI 49082

Timely delivery of the Offer is the sole responsibility of the Respondent. Late offers will not be accepted. All offers shall remain valid for a period of 60 days from the RFP opening date.

The successful Respondent will be determined by the Village. Bids must remain valid for 60 days from the bid opening date during which time the Village may accept or reject any Offer(s)

Buyer Signature: _____ Date: _____

Buyer Signature: _____ Date: _____

**EXHIBIT 2
NON-COLLUSION AFFIDAVIT**

STATE OF MICHIGAN)
) **ss**
COUNTY OF BRANCH)

_____ (the "Undersigned") being first duly sworn, deposes and says that they are _____ (individual, sole owner, partner, president, secretary, etc.) of _____ (the "Respondent"), the party making the foregoing Proposal; that such Proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or sham; that said Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from submitting a Proposal; that said Respondent has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the price(s) of said Proposal or of any other respondent, or to fix any overhead, profit or cost element of such price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such Proposal are true; and, further, that said has not, directly or indirectly, submitted their submitted price or any breakdown thereof, or the contents thereof or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said Respondent in their general business.

Respondent further swears that Respondent has not colluded with any elected or appointed official or employee of the Village of Quincy in the submission of the foregoing Proposal and that no elected or appointed official or any employee of the Village of Quincy has any direct or indirect disclosed or undisclosed pecuniary interest in the Respondent or Respondent's general business.

Dated: _____ By: _____
Name: _____

Subscribed and sworn before me this _____ day of _____, 2020

(SEAL)

Notary Public