

ADVERTISEMENT
AND
NOTICE OF RECEIVING BIDS

CHARTER TOWNSHIP OF BLACKMAN
JACKSON COUNTY, MICHIGAN

REQUEST FOR QUALIFICATIONS
PUBLIC SAFETY BUILDING & SITE RENOVATION/EXPANSION

Sealed Bids for the Request for Qualifications for:

The Blackman Charter Township Public Safety Building and Site Renovation and Expansion Project of the former Marino's, located at 1980 W. Parnall Road, Jackson, MI 49201. It is estimated the existing 7,000 square foot building might need to be doubled in size.

will be received by: Pete Jancek
Township Supervisor

at the offices of: Charter Township of Blackman
1990 W. Parnall Road
Jackson, Michigan 49201

until: 10:00 a.m. (Local Time)
Thursday, September 26, 2024

The Request for Qualifications Bid Packet is available by clicking on the "TIME SENSITIVE NOTICES" tab located near the top of the Blackman Charter Township Website at <https://www.blackmantwp.com>



Pete Jancek, Supervisor
Charter Township of Blackman

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Public Safety Building -RFQ 080924 rev 4.doc**

**BLACKMAN CHARTER TOWNSHIP
JACKSON, MICHIGAN**

Request for Qualifications

**BLACKMAN CHARTER TOWNSHIP
PUBLIC SAFETY BUILDING & SITE RENOVATION/EXPANSION**

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SECTION I.

INVITATION AND INSTRUCTION TO INTERESTED DESIGN FIRMS

- 1.0 Invitation: **BLACKMAN CHARTER TOWNSHIP** is now accepting Statements of Qualifications (SOQ) for professional design services related to the **PUBLIC SAFETY BUILDING & SITE RENOVATION/EXPANSION**. Statements of Qualifications submitted for evaluation by interested firms shall be evaluated according to the following criteria: a) Qualifications; b) Ability and Expertise; c) Familiarity with Project; d) Past Project Geographical Location (last 5yr's); e) Firm's Corporate Office Geographical Location

Bids for the cost of the proposed project shall not be a factor in the evaluation of firms until negotiations are begun in accordance with KRS 45A.750.

Sealed SOQs will be received at the office of **BLACKMAN CHARTER TOWNSHIP** until **10 am September 26, 2024**.

SOQs received after the **deadline of September 26 at 10 am, 2024** will be unopened.

Consultant Questions and Inquiries: Interested firms questions and inquiries on the specifications of this SOQ shall be directed to:

BLACKMAN CHARTER TOWNSHIP
PETE JANCEK (SUPERVISOR)
Office 517-990-8220
Email: supervisor@blackmantwp.com

Any information provided is not official unless reduced to writing by the **BLACKMAN CHARTER TOWNSHIP**. Any unauthorized contact with any other township official or employee in connection with this Request for Qualifications (RFQ) is prohibited and shall be cause for disqualification of the Consultant. No questions or inquiries will be allowed beyond the pre-proposal conference (if one is scheduled) date.

Careful attention must be paid to all requested items contained in this Request for Qualifications (RFQ). Interested firms are invited to submit SOQs in accordance with the requirements of this RFQ. Please read the entire package before bidding. Interested firms shall make the necessary entry in all blanks provided for the responses.

The entire set of documents constitutes the RFQ. The consultant must respond in total and in the same numerical order in which the SOQ was issued. Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this SOQ text is followed. All notes, exceptions, and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All SOQs shall

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be returned in a sealed envelope with SOQ number and opening date stated on the outside of the envelope.

By submitting an SOQ, the consultant acknowledges and agrees to be bound by the terms and conditions of the solicitation. This SOQ document including all terms, conditions and specifications contained herein shall become the basis of contract upon award by **BLACKMAN CHARTER TOWNSHIP**. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the **BLACKMAN CHARTER TOWNSHIP**.

- 1.1 Sealed SOQs will be accepted in accordance with the instructions detailed in section 1.0. The Consultant shall file all documents necessary to support its qualifications and include them in the submittal. Interested firms shall be responsible for the actual delivery of SOQs during business hours to the address indicated in the advertisement. It shall not be sufficient to show that the qualifications were mailed in time to be received before scheduled closing time for receipt of SOQs.

SECTION II

GENERAL PROVISIONS

- 2.1 Each Statement of Qualification shall comply with all Federal, State & Local regulations concerning architectural/engineering design services.

The Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et.seq.*, as amended, and KRS Chapter 338. The Consultant also agrees to notify the **BLACKMAN CHARTER TOWNSHIP** in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Submitting firm agrees to indemnify, defend and hold the **BLACKMAN CHARTER TOWNSHIP** harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2.2 Failure to submit ALL forms and information required in this SOQ may be grounds for disqualification.

- 2.3 Liability: **BLACKMAN CHARTER TOWNSHIP** is not responsible for any cost incurred in the preparation of SOQs.

- 2.4 Bribery Clause: By his/her signature, the Consultant certifies that no employee of his/hers, any affiliate or Subconsultant, has bribed or attempted to bribe an officer or employee of the **BLACKMAN CHARTER TOWNSHIP**.

- 2.5 Ambiguity, Conflict or other Errors in the RFQ: If a Consultant discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, they shall immediately notify **BLACKMAN CHARTER TOWNSHIP** of such error in writing and request modification or clarification of the document.

- 2.6 Cancellation: If the services to be performed hereunder by the consultant are not performed in an acceptable manner to the **BLACKMAN CHARTER TOWNSHIP**, the **BLACKMAN CHARTER TOWNSHIP** may cancel this contract for cause by providing written notice to the consultant, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the consultant may seek to bring the performance of services hereunder to a level that is acceptable to the **BLACKMAN CHARTER TOWNSHIP**, and the **BLACKMAN CHARTER TOWNSHIP** may rescind the cancellation if such action is in **BLACKMAN CHARTER TOWNSHIP** best interest.

A. Termination for Cause

- (1) **BLACKMAN CHARTER TOWNSHIP** may terminate a contract because of the consultant's failure to perform its contractual duties.
- (2) If a consultant is determined to be in default, **BLACKMAN CHARTER TOWNSHIP** shall notify the consultant of the determination in writing and may include a specified date by which the consultant shall cure the identified deficiencies. **BLACKMAN CHARTER TOWNSHIP** may proceed with termination if the consultant fails to cure the deficiencies within the specified time.
- (3) A default in performance by a consultant for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) The filing of a bankruptcy petition by or against the consultant; or
 - (d) Actions that endanger the health, safety or welfare of **BLACKMAN CHARTER TOWNSHIP** or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the **BLACKMAN CHARTER TOWNSHIP** may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the **BLACKMAN CHARTER TOWNSHIP** provided those goods or services were provided in a manner acceptable to the **BLACKMAN CHARTER TOWNSHIP**. Payment for those goods and services shall not be unreasonably withheld.

- 2.7 Assignment of Contract: The Consultant shall not assign or subcontract any portion of the Contract without the express written consent of **BLACKMAN CHARTER TOWNSHIP**. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that **BLACKMAN CHARTER TOWNSHIP** shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of **BLACKMAN CHARTER TOWNSHIP**.
- 2.8 No Waiver: No failure or delay by **BLACKMAN CHARTER TOWNSHIP** in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by **BLACKMAN CHARTER TOWNSHIP** in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of **BLACKMAN CHARTER TOWNSHIP** hereunder or shall operate as a waiver thereof.

- 2.9 Authority to do Business: The consultant must be a duly organized and authorized to do business under the laws of Michigan. Consultant must be in good standing and have full legal capacity to provide the services specified under this Contract. The Consultant must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Consultant to enter into this Contract. The consultant will provide **BLACKMAN CHARTER TOWNSHIP** with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the consultant is authorized to do business in the State of Michigan if requested. All SOQs must be signed by a duly authorized officer, agent or employee of the consultant.
- 2.10 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Michigan. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Michigan or the U.S. District Court for the Western District of Michigan. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.11 Ability to Meet Obligations: Consultant affirmatively states that there are no actions, suits or proceedings of any kind pending against consultant or, to the knowledge of the consultant, threatened against consultant before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of consultant to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

**STATEMENT OF QUALIFICATION
SUBMITTED BY:**

By signing below you are agreeing to all BLACKMAN CHARTER TOWNSHIP Terms & Conditions that are a part of this Request for Qualifications.

Include this page in your response to this RFQ

Firm: _____

By: _____

Title: _____

E-Mail Address: _____

Address: _____

Telephone _____

Fax: _____

Date: _____

Federal ID Number: _____

Non-collusion Statement: By my signature below, I, individually and as an agent for the consultant responding to this Statement of Qualifications, certify that neither I, nor the business entity for which I am an agent, nor any other agent for that business entity, have entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with this submitted SOQ. I understand that failure to submit this statement as part of the documents shall make this submittal nonresponsive and therefore not eligible for award consideration.

(Consultant Signature)

(Date)

**Please include a copy of your W-9 with your submitted proposal.
You cannot be awarded a contract until this is submitted.**

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SECTION III.

HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify, hold harmless, and defend the **BLACKMAN CHARTER TOWNSHIP**, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subconsultants if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the **BLACKMAN CHARTER TOWNSHIP** or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

II. INSURANCE REQUIREMENTS

Prior to commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Michigan. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the **BLACKMAN CHARTER TOWNSHIP**. The Consultant shall not allow any subconsultant to commence work until the insurance required of such subconsultant has been obtained and copies of Certificates of Insurance retained by consultant evidencing proof of coverages.

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subconsultants, if subcontracting is authorized, to procure and maintain these same policies. The **BLACKMAN CHARTER TOWNSHIP** may require Consultant to supply proof of subconsultant's insurance via Certificates of Insurance, or at **BLACKMAN CHARTER TOWNSHIP's** option, actual copies of policies.

- A. The following clause shall be added to the Consultant's (and approved subconsultants) Comprehensive General Liability Policies:
 - 1. "The **BLACKMAN CHARTER TOWNSHIP**, it's elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."
- B. The insurance to be procured and maintained and the **minimum** Limits of Liability shall be as follows, unless different Limits are specified by addendum to the Contract:

1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Consultants Protective Liability
 - f. Personal Injury
2. **AUTOMOBILE LIABILITY** insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
3. **WORKERS' COMPENSATION** insuring the employers' obligations under State of Michigan with a **\$100,000** Limit of Liability for Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee
4. **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the **BLACKMAN CHARTER TOWNSHIP**.

IV. MISCELLANEOUS

- A. The Consultant shall procure and maintain insurance policies as described herein and for which the **BLACKMAN CHARTER TOWNSHIP** shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the **BLACKMAN CHARTER TOWNSHIP** having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before

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the completion of the Contract, renewal Certificates of Insurance shall be furnished to the **BLACKMAN CHARTER TOWNSHIP** before the expiration date.

- B. Certificates of Insurance as required above shall be furnished, as called for:
1. No later than five (5) days after the successful submitting firm is notified of award to:

BLACKMAN CHARTER TOWNSHIP
1990 W. PARNALL ROAD
JACKSON, MI 49201

- C. The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement.
- D. Approval of the insurance by the **BLACKMAN CHARTER TOWNSHIP** shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the **BLACKMAN CHARTER TOWNSHIP** does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

SECTION IV

REQUEST FOR QUALIFICATIONS

PUBLIC SAFETY BUILDING/SITE RENOVATION & EXPANSION

I. Introduction: Blackman Charter Township is requesting qualification for design and owner representative management for the construction of the Public Safety Building. Blackman Charter Township purchased what was formerly known as Marino's located at 1980 W Parnall Rd, Jackson, Michigan. The purchase came with a significant amount of property along with an existing building. The township is currently developing a public park on the acreage not specially designated for Public Safety.

II. Summary of Services Requested and Timeline: A qualified firm will be selected to design, bid & manage the Public Safety Building/Site Renovation & Expansion as owners' representative. Selected firm will include but not limited to the following:

- Meetings with Township Representatives
- Prepare all final construction plans
- Assist in preparation of bid documents
- Manage construction activity related to design & construction

III. Submittal Requirements and Criteria: Interested firms are encouraged to submit their qualifications which shall include the following information:

- 1) Firm's contact information
- 2) Narrative explaining the firm's qualifications for the project
- 3) Summary of firm's experience on projects of similar scope in last 5 years
- 4) Name and experience of key personnel
- 5) References: names and telephone numbers of previous clients with a description of the type of project completed

Respondents are responsible for all costs associated with the preparation of materials in response to this RFQ. **BLACKMAN CHARTER TOWNSHIP** assumes no responsibility for such costs. **BLACKMAN CHARTER TOWNSHIP** reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.

SECTION V

EVALUATION CRITERIA

5.0 EVALUATION CRITERIA

The Statement of Qualifications will be reviewed and evaluated by the Blackman Charter Township Board Administrative Committee (Supervisor, Clerk, and Treasurer) including the firm/project team's relevant knowledge and experience in the elements described in the summary of services requested and the ability to undertake and complete the project in a timely manner. Specific evaluation criteria will include (**but not limited to**) the following:

- A. Qualifications to perform the project, (30%)
- B. Ability and expertise of the firm's professional personnel, (15%)
- C. Experience with projects of similar scope, (15%)
- D. Proposed Management fee percent (20%)
- E. Past Projects Geographical Location
 - Blackman Charter Township (4%)
 - Jackson County (3%)
 - State of Michigan (3%)
- F. Firm's Corporate Office Geographical Location
 - Blackman Charter Township (4%)
 - Jackson County (3%)
 - State of Michigan (3%)

5.1 SELECTION PROCESS

Evaluation Process

BLACKMAN CHARTER TOWNSHIP Administrative Committee will evaluate submittals and select a consultant for this project. This Committee shall complete the entire selection process within twenty (20) days.

The **BLACKMAN CHARTER TOWNSHIP** Administrative Committee will engage in individual discussions with the **top five** firms based upon the scoring in section 5.0. At the conclusion of such discussions, the firms will be ranked in order of preference based on the evaluation factors published in this SOQ and on all information obtained during the selection process. The final selection will be recommended to the Blackman Charter Township Board for approval. Once the selection is made, based upon the **evaluation** process, and all applicants **are** notified of the selection, negotiations may begin to define the scope of work and associated costs that will lead to a contract.

The **BLACKMAN CHARTER TOWNSHIP** shall thereafter attempt to finalize a contract with the firm ranked first. If a contract, final scope and schedule satisfactory and advantageous to **BLACKMAN CHARTER TOWNSHIP** can be negotiated for a price considered fair and

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reasonable, the award shall be made to such firm; otherwise, negotiations with the firm ranked first shall be formally terminated and negotiations conducted with the firm ranked second, and so on, until a contract can be negotiated for a fair and reasonable price. Should **BLACKMAN CHARTER TOWNSHIP** determine in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that firm.