BLACKMAN CHARTER TOWNSHIP REQUEST FOR QUALIFICATIONS

1990 W. PARNALL ROAD JACKSON, MICHIGAN 49201 517-788-4345 WWW.BLACKMANTWP.COM

PUBLIC SAFETY INFORMATION TECHNOLOGY SERVICES

1980 W. PARNALL ROAD, JACKSON, MICHIGAN 49201

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ADVERTISEMENT AND NOTICE OF REQUEST FOR QUALIFICATIONS

BLACKMAN CHARTER TOWNSHIP JACKSON COUNTY, MICHIGAN

1980 W. PARNALL ROAD, JACKSON, MICHIGAN 49201 PUBLIC SAFETY - INFORMATION TECHNOLOGY SERVICES

Sealed RFQ for Public Safety:

Information Technology Services

will be received by:

Pete Jancek

Township Supervisor

at the offices of:

Blackman Charter Township 1990 W. Parnall Road

Jackson, Michigan 49201

until:

10:00 am (Local Time) Monday June 02, 2025

at which time RFQ's will be examined and evaluated by the consultant and executive team.

The RFQ documents may be examined on or after May 19, 2025 at the offices of:

AE Design Solutions, LLC 250 Robinson Road Jackson, Michigan 49203

Electronic copies of the RFQ documents may be obtained on or after May 19, 2025 by submitting an email request to Byron P. Schroeder at: bschroeder@aedesignsolutions.com

Pete Jancek, Supervisor Blackman Charter Township

GENERAL PROVISIONS

Each Request for Qualification shall comply with all Federal, State & Local regulations concerning requested 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. The Consultant also agrees to notify **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 **BLACKMAN CHARTER TOWNSHIP** harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

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

LIABILITY

BLACKMAN CHARTER TOWNSHIP is not responsible for any cost incurred in the preparation of SOQs.

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 **BLACKMAN CHARTER TOWNSHIP**.

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.

CANCELLATION

If the services performed hereunder by the consultant are not performed in an acceptable manner to **BLACKMAN CHARTER TOWNSHIP**, **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 the same. During that time period, the consultant may seek to bring the performance of services

hereunder to a level that is acceptable to **BLACKMAN CHARTER TOWNSHIP**, and **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, **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 **BLACKMAN CHARTER TOWNSHIP** provided those goods or services were provided in a manner acceptable to **BLACKMAN CHARTER TOWNSHIP**. Payment for those goods and services shall not be unreasonably withheld.

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**.

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.

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.

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.

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.

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

merade and page ary	,	
Firm:		
Bv:		
Title,		
E-Mail Address:		
Address:		
Telephone		
Telephone:		
Fax:		
Date:		
Federal ID Number:		
consultant responding to the entity for which I am an agany agreement, participate competitive bidding in contract.	By my signature below, I, individual is Request of Qualifications, certify thent, nor any other agent for that busing in any collusion, or otherwise taken ection with this submitted RFQ. I under documents shall make this submittal leration.	nat neither I, nor the business ness entity, have entered into any action, in restraint of free derstand that failure to submit
Consultant Signature		9

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

HOLD HARMLESS AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS

HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify, hold harmless, and defend **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 **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.

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 **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. **BLACKMAN CHARTER TOWNSHIP** may require Consultant to supply proof of subconsultant's insurance via Certificates of InsOurance, 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:

- BLACKMAN CHARTER TOWNSHIP, its 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 the State of Michigan with a \$100,000 Limit of Liability for Each Accident/\$500,000 Disease Policy Limit/\$100,000 Disease Each Employee

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 **BLACKMAN CHARTER TOWNSHIP**.

MISCELLANEOUS

The Consultant shall procure and maintain insurance policies as described herein and for which **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 **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 the completion of the Contract, renewal Certificates of Insurance shall be furnished to **BLACKMAN CHARTER TOWNSHIP** before the expiration date.

Certificates of Insurance as required above shall be furnished, as called for:
-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

The Consultant agrees that it will not materially alter any of the insurance policies currently in force and rely on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement.

Approval of the insurance by **BLACKMAN CHARTER TOWNSHIP** shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that **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.

REQUEST FOR QUALIFICATIONS

INTRODUCTION

requesting qualification for design Township is Blackman Charter Data/AV/Security/Fire/Access Controls, installation and future monitoring for the construction of the Public Safety Building and Township Facilities. 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 construction plans for renovation and addition. It is the Townships' intent to select a company that can coordinate with the design consultant and interact with township data storage/hardware consultant.

SUMMARY OF SERVICES REQUESTED

A qualified firm will be selected to design, install and 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 the preparation of bid documents (if applicable)
- Manage construction activity related to design & construction
- Provide monitoring services for Fire, Security, Etc.
- Certify Low Voltage
- · Installation Items
 - -Network Cabling
 - -Access Control
 - -Security Cameras
 - -Racks, Switches, Servers and Accessories (such as NAS Devices)
 - -Wireless Access Points
 - -Audio/Visual Systems
 - -Fiber Handoff from ISP to Server room
- Work with and coordinate with IT providers to ensure system integrity, security and efficiency.

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 in the 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
- 6) Specific areas of expertise from summary of services above

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 readvertise for additional statements of qualifications.

EVALUATION CRITERIA

The Statement of Qualifications will be reviewed and evaluated by a selection Blackman Charter Township Board of Trustees according to 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, [25%]
- B. Ability and expertise of the firm's professional personnel, [10%]
- C. Familiarity with similar projects, [10%]
- D. Past Projects Geographical Location
 - -Jackson County [10%]
 - -State of Michigan [5%]
 - -Out of State [0%]
- E. Firm's Corporate Office Geographical Location
 - -Jackson County [10%]
 - -State of Michigan [5%]
 - -Out of State [0%]
- F. Firm's Ability to Perform Requested Services
 - -100% of Request [12.5%]
 - -50% of Request [7.5%]
 - -25% of Request [5%]

EVALUATION PROCESS

A committee of personnel from **BLACKMAN CHARTER TOWNSHIP** will be used to evaluate submittals and select an engineering consultant for this project. This selection committee shall complete the entire selection process within twenty (20) days.

BLACKMAN CHARTER TOWNSHIP will engage in individual discussions with all offerors deemed susceptible to the award. At the conclusion of such discussions, the offerors 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 made based upon qualifications. Once the selection is made, based upon a ranking process, and all applicants notified of the selection, negotiations may begin to define the scope of work and associated costs that will lead to a contract.

BLACKMAN CHARTER TOWNSHIP shall thereafter attempt to finalize a contract with the offeror 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 reasonable, the award shall be made to such offeror; otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror 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 offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.