
The City of Traverse City

Office of the City Manager

GOVERNMENTAL CENTER

400 Boardman Avenue
Traverse City, MI 49684
(231) 922-4440
(231) 922-4476 Fax



February 3, 2016

Bidder:

The City of Traverse City will receive sealed bids in the Office of the City Manager, Second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Monday, February 22, 2016 at 2:30 PM** for the following:

PERMISSION TO USE OFFICIAL COAST GUARD CITY LOGO
(specifications attached)

If the specifications are obtained from the City's website link at: http://www.traversecitymi.gov/bids_and_rfps.asp, it is the sole responsibility of the Bidder to check the website for updates and addenda prior to the bid being submitted. Bidder may also sign up to receive notifications when bids and RFPs are posted by sending an e-mail requesting same to jdalton@traversecitymi.gov

The City of Traverse City reserves the right to accept or reject any or all bids, waive irregularities, and to accept the bids either on an entire or individual basis that is in the best interest of the City.

The City accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder. Only the successful Bidder will be notified.

You must indicate on the outside of the sealed envelope that the bid is for the **“Coast Guard City Logo.”**

You must submit **TWO (2) SEALED COPIES** of the bid to the City Manager's Office prior to the above-indicated time and date or the bid will not be accepted. Telefaxed or E-Mail bids will not be accepted.

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed bid prior to the date and time specified above in order to be considered. Please ensure that all requirements listed in the specifications are met.

If you have any questions, please contact Katie Zeits, Deputy City Clerk, at (231) 922-4486 before the bid is submitted.

PLEASE SUBMIT BID TO: Julie Dalton, Purchasing Agent
400 Boardman Avenue, 2nd floor
Traverse City, MI 49684

SPECIFICATIONS

Permission to Use Official Coast Guard City logo

The Coast Guard City program was established by our United States Congress in 1998 to recognize communities supporting "Team Coast Guard" across the nation. A city earns the distinction of being named a Coast Guard City by making special efforts to acknowledge the professional work of the Coast Guard men and women assigned to its area. Coast Guard cities regularly reach out to Coast Guard personnel and their families and make them feel welcome "in their home away from home." Traverse City became the 10th Coast Guard City in July 2010. Its efforts illustrate a longstanding enduring relationship, with an emphasis on the support our community has given to members of the Coast Guard and their families.

The Traverse City Coast Guard City Committee, established by the City of Traverse City to promote and support Air Station Traverse City and the men and woman of the United States Coast Guard, is seeking vendors to market and distribute products bearing their trademarked Coast Guard City logo; a copy is included as Exhibit A for your reference.

The image may be used on a wide variety of products of your choice as deemed appropriate by the Committee. The logo may not be altered in any manner when printed, stitched, or sewn, etc. on such products. It is our expectation that all products are of the highest quality and meet community standards. The Committee reserves the right to sign off on all products before they are distributed to the public.

An annual non-refundable, royalty determined by vendor within bid documents, will be charged to the vendor authorized to use the Coast Guard City logo.

Non-Exclusive Vendor Agreement - 3 years

Payment shall be made to:

City of Traverse City
c/o Coast Guard City Committee
400 Boardman Avenue
Traverse City, MI 49684

Bidder - Please complete and return

BID SUMMARY

TITLE: PERMISSION TO USE OFFICIAL COAST GUARD CITY LOGO

DUE DATE: MONDAY, FEBRUARY 22, 2016 AT 2:30 PM

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Bidder submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Bidder certifies that as of the date of this bid the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Bidder understands and agrees, if selected as the successful Bidder, to accept a Non-Exclusive License Agreement and to provide proof of the required insurance.

Bidder submits this bid and agrees to meet or exceed all the City of Traverse city's requirements and specifications unless otherwise indicated in writing and attached hereto. Bidder shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Bidder certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Bidder certifies that none of the following circumstances have occurred with respect to the Bidder, an officer of the Bidder, or an owner of a 25% or more share in the Bidder's business, within 3 years prior to the bid:

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Bidder's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or

(e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the bidder is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:

- i. The Natural Resources and Environmental Protection Act.
- ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
- iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
- iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

(f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

Bidder understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. The criteria used by the City may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the City. The City is sales tax exempt – Government.

Bidder agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid.

Submitted by:

Signature

Name and Title (Print)

Phone

Fax

Company Name

Company Address

City, State, Zip

Sole proprietorship/partnership/corporation

If corporation, state of corporation

REFERENCES: (include name of organization, contact person, and daytime phone number).

1. _____
Contact Person: _____ Telephone: _____

2. _____
Contact Person: _____ Telephone: _____

3. _____
Contact Person: _____ Telephone: _____

NON-EXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2016, by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman, Traverse City, Michigan, 49684, (the "Licensor"), and _____, a _____ of _____, (the "Licensee");

WHEREAS, the Licensor has adopted and is using the Mark attached hereto as Exhibit A, for use by its Coast Guard Committee; and

WHEREAS, the United States Coast Guard has authorized the Licensor to use the Mark; and

WHEREAS, Licensee desires to use the Mark; and

WHEREAS, Licensor desires to allow the Mark to be used by Licensee pursuant to the following terms.

In consideration of the mutual promises stated below, it is agreed that:

1. Grant of License. The Licensor hereby grants to the Licensee a non-exclusive right to use the Mark on or in connection with sale of certain merchandise listed in Exhibit B. This grant specifically excludes any right to sublicense to others. The rights and licenses granted by Licensor in this Agreement are personal to Licensee and may not be assigned or otherwise transferred in whole or in part. Licensee shall not pledge its rights under this Agreement for any reason, including as security to obtain financing, without the prior written approval of Licensor. The Parties agree that any such pledge by Licensee without such approval by Licensor shall be an automatic, material and incurable breach of the Agreement resulting in termination of the Agreement effective as of the attempt by Licensee to make such pledge. Licensor may, at its sole discretion, grant nonexclusive licenses to others. Licensor shall have the right in its absolute discretion during the Term of this Agreement to commence suits for infringement of the Licensed Trademarks for any infringement outside the field of use.
2. Term. The term of this license shall be for three (3) years, unless otherwise terminated by either party by a fourteen (14) day written notice sent by registered mail to the address of the other party recorded below, or terminated for cause, in writing by the Licensor. In the event of termination of this license, Licensee shall immediately cease any use of the Mark regardless of whether Licensee possesses merchandise containing the Mark and Licensor shall bear no liability for any unsold merchandise which can no longer be utilized by Licensee. This license may be renewed for subsequent terms if agreed to in writing by both parties.
3. Territory of License. The Licensee may use the above identified Mark only within the State of Michigan (the Territory).

4. Royalty. In consideration for the license granted hereunder, Licensee agrees to pay to Licensor a royalty in the amount of \$ _____ (the "Royalty") per year, which shall be payable upon execution of this Agreement and upon the anniversary of the date of this Agreement in each year thereafter.
5. Quality Control. The Licensee shall only use the licensed Mark in connection with products meeting the standards, specifications and qualities established by the Licensor. The Licensor shall have the right, at all reasonable times, to inspect the Licensee's goods employing the marks to determine that they are of the proper quality.
6. Licensor's Title. The Licensee acknowledges the validity of the Licensor's title to the licensed Mark and agrees to not contest said title in any manner whatsoever.
7. Goodwill. The Licensee acknowledges the value of the Licensor's title in the Mark, and any and all goodwill generated by the Licensee in the Mark inures to the sole benefit of the Licensor.
8. Infringement. The Licensee agrees to provide any and all assistance necessary to prevent and terminate any infringement of the Mark by a third party not entitled to use of the Mark. Provided, however, that the cost of any legal action to prevent or terminate infringement is the sole responsibility of the Licensor.
9. Indemnification. The Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the willful or negligent acts, omissions, or errors of the Licensee or its employees, agents, servants and subcontractors. Losses include damages the Licensor may sustain as a result of the failure of the Licensee to comply with the provisions of this Agreement. The Licensee shall not be obligated to indemnify the Licensor for the Licensor's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the Licensor in an action against them.

The Licensor hereby reserves the right to select its own counsel, in defense of any matter arising hereunder, and no payment or acknowledgment of liability, loss, fine, penalty or charge shall be made against the Licensor without its express written consent. This indemnity shall survive the expiration and termination of this Agreement. However, this survival shall be no longer than the expiration of the applicable statute of limitation.

The Licensee expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This provision shall survive the termination of this Agreement.

10. Waiver of Breach. Non-enforcement, by Licensor, of any breach of this license by Licensee does not constitute a waiver of any provision of this license or of any further breach of the license of any kind whatsoever.
11. Derivative Works. Licensee shall not modify, revise, improve, enhance, adapt or otherwise make derivative works or compilations of the Mark in any way without the specific prior written approval of Licensor. Licensor agrees to provide a written response to all such proposed changes within thirty (30) days of receipt of the written request from Licensee.
12. Prosecution of Infringement. Nothing in this Agreement will be construed as an obligation of the Licensor to bring or prosecute actions or suits against third parties for infringement or an obligation of the Licensor to furnish any manufacturing or technical information or technical assistance or conferring a right to use in advertising, publicity, or otherwise any other Mark or the name of Licensor or the Coast Guard Committee.
13. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.
14. Independent Contractor. The relationship of the Licensee to the Licensor is that of an independent contractor and in accordance therewith, the Licensee covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the Licensor or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by the Licensee to be a joint venture.
15. Compliance with Regulations. The Licensee shall comply with all applicable statutes, rules and regulations of all federal, state and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.
16. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.
17. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of the Licensee, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Licensee such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any

attachments to this Agreement, this Agreement's terms shall prevail.

18. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of Michigan.
19. Dispute Resolution. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:
 - A. Mediation. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.
 - B. Arbitration. If they are unable to resolve the dispute through mediation, it shall be decided by final and binding arbitration according to the rules and procedures of Arbitration Services of Northern Michigan or a similar agreed to organization. Judgment upon the award rendered by the arbitrator may be entered in Circuit Court.
 - C. Venue. All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.
 - D. Notice. Written notice of a claim shall be given to the other party not later than 90-days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, the claim is deemed waived. Arbitration must be demanded within this time limit even if negotiation or mediation has not occurred, but the arbitrator must direct the parties to mediation before issuing an award.
20. Freedom of Information Act. The Licensee acknowledges that the Licensor may be required from time to time to release records in its possession by law. The Licensee hereby gives permission to the Licensor to release any records or materials received by the City as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.* Provided, however, that the Licensee shall not be held liable for any reuse of the documents prepared by the Licensee under this Agreement for purposes other than anticipated herein.
21. No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.
22. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein.

23. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF TRAVERSE CITY

By _____
James C. Carruthers, Mayor

By _____
Benjamin C. Marentette, City Clerk

LICENSEE

By _____
Signature

Name and Title (print or type)

APPROVED AS TO SUBSTANCE:

Martin A. Colburn, City Manager

APPROVED AS TO FORM:

Lauren Tribble-Laucht, City Attorney



EXHIBIT A

EXHIBIT B

Merchandise authorized by non-exclusive license:

- 1.
- 2.
- 3.
- 4.
- 5.