
City of Traverse City
City Manager's Office
400 Boardman Avenue
Traverse City, MI 49684
(231) 922-4440



September 25, 2026

Vendor:

The City of Traverse City will receive sealed proposals in the Office of the City Manager, second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Friday, October 23, 2026 at 10:00 a.m.** for the following:

Development of a Crisis Communications Plan & Services

If the specifications are obtained from the City's website link at: [City of Traverse City Proposals](#), it is the sole responsibility of the vendor to check the website for updates and addenda prior to the proposal being submitted. Vendor may also sign up to receive notifications when proposals and requests for proposals are posted by sending an email requesting same to asarsin@traversecitymi.gov

The City of Traverse City reserves the right to accept or reject any or all proposals, waive irregularities, and to accept the proposals 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 vendor in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the vendor.

You must indicate on the outside of the sealed envelope that the proposal is for **"Crisis Communications Plan & Services."** Please submit **two (2) sealed copies** of the proposal to the City Manager's Office prior to the above-indicated time and date or the proposal will not be accepted. Alternatively, emailed proposals **will be** accepted. Please indicate in the subject line of your email that you are submitting a "Sealed Proposal" together with the project description, **"Crisis Communications Plan & Services,"** and submit your emailed proposal to tcmanage@traversecitymi.gov **before Friday, October 23, 2026 @ 10:00 a.m.**

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed proposal 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 Colleen Paveglio, Director of Communications & Strategic Initiatives, at cpaveglio@traversecitymi.gov

PLEASE SUBMIT PROPOSAL TO:

Ariane Sarasin, Executive Coordinator
City of Traverse City / Manager's Office
400 Boardman Avenue, 2nd floor
Traverse City, MI 49684
Email: tcmanage@traversecitymi.gov

Request for Proposals

Development of a Crisis Communications Plan & Services

City of Traverse City

400 Boardman Avenue

Due Date: October 23, 2026 @ 10:00 A.M. (EDT)

Invitation

The City of Traverse City is seeking proposals from qualified public relations and crisis communications firms to develop a comprehensive, citywide Crisis Communications Plan and provide options for ongoing, on-call strategic communications support during emergencies, public safety matters, organizational crises, and other significant or high-profile incidents.

The City of Traverse City, a community of approximately 15,700 residents along the shores of Grand Traverse Bay, has an established Department of Communications & Strategic Initiatives with professional communications staff responsible for leading and coordinating the City's communications efforts. The purpose of this engagement is not to replace or outsource those existing capabilities, but to build upon them by developing a formal crisis communications framework and roadmap that can be consistently understood, activated, and followed across the entire City organization.

Regardless of community size, municipalities are not immune to crises, public safety matters, and high-impact incidents that require timely, accurate, and coordinated communication. Traverse City has experienced an increase in the frequency and complexity of such matters over the past year, reinforcing the importance of establishing a consistent organizational approach before a crisis occurs.

The selected firm will work closely with the Department of Communications & Strategic Initiatives, executive leadership, public safety personnel, department directors, and other key employees to assess current practices and establish a clear citywide framework for crisis communications. The resulting plan should define how departments and executive leadership coordinate with the Department of Communications & Strategic Initiatives during an incident and establish clear roles, responsibilities, activation and escalation procedures, decision-making and approval processes, spokesperson protocols, internal communications procedures, and expectations for the timely flow of information.

The City is seeking a practical and operational roadmap, not simply a policy document. The Crisis Communications Plan should provide executive leadership, department directors, public safety personnel, and other designated employees with a clear understanding of what is expected of them before, during, and following a crisis, while establishing the Department of Communications & Strategic Initiatives as the central coordinating function for public information and crisis communications.

The engagement should also establish a framework for utilizing external crisis communications support when additional capacity or independent strategic counsel is warranted. In a close-knit community, significant incidents may directly affect City employees, elected officials, their families, or others with close personal and professional connections to the organization. External support can

provide continuity and additional capacity in these circumstances while allowing the City's established communications professionals to remain directly engaged in managing the overall communications response.

The resulting Crisis Communications Plan will serve as the City's guiding framework for preparedness, coordination, response, training, and continuous improvement, creating a sustainable citywide approach that builds upon the City's existing communications expertise and can be consistently implemented across departments and executive leadership.

Strategic Initiatives and Organizational Coordination

In addition to its communications responsibilities, the Department oversees the implementation, tracking, reporting, and communication of the City's Strategic Action Plan. This work requires ongoing coordination across City departments and executive leadership to monitor progress on established priorities, objectives, and key results; maintain organizational accountability; identify implementation needs and challenges; and communicate progress to the City Commission and community.

The Department coordinates regular progress reporting, supports the integration of strategic priorities into departmental work, and manages tools and processes used to track implementation. This organization-wide role provides the Department with an established framework for working across departmental lines, convening employees and leadership, and translating complex operational information into clear and accessible public communication.

Crisis Communications Capacity and Framework

While the Department possesses the professional communications skill sets necessary to manage day-to-day communications and respond to emerging issues, the City is seeking to further formalize its approach to crisis communications. As a relatively new and growing department, an important objective of this engagement is to establish a comprehensive roadmap for how crisis communications should be implemented consistently across the organization.

The selected firm will not replace the City's existing communications function. Rather, the firm will work closely with the Department of Communications & Strategic Initiatives to build upon existing capabilities and establish a practical, scalable framework that can be activated citywide. This should include clearly defined roles and responsibilities, activation and escalation protocols, departmental coordination, approval processes, spokesperson responsibilities, internal and external notification procedures, and tools that allow the organization to respond effectively under a variety of circumstances.

The City is particularly interested in developing a framework that recognizes that crisis communications is an organizational responsibility and requires coordination beyond the Communications Department. The resulting plan should provide department directors, public safety personnel, executive leadership, elected officials, and other key employees with a clear understanding of their respective roles while maintaining centralized coordination of public information through the Department of Communications & Strategic Initiatives.

The City also recognizes that certain incidents may exceed the capacity of its two-person communications team or may directly affect City employees and their families. In those

circumstances, the selected firm would provide additional capacity, objective counsel, and continuity of communications operations while working in close coordination with the Department.

Project Description

The City of Traverse City seeks to develop and implement a comprehensive, citywide Crisis Communications Plan that establishes a clear, practical, and consistent framework for communicating during emergencies, public safety incidents, organizational crises, and other significant or high-profile events.

The project is intended to build upon the existing professional capabilities of the Department of Communications & Strategic Initiatives by establishing an organization-wide roadmap for crisis communications. The City has the internal communications expertise to lead and coordinate crisis communications; however, effective crisis response requires participation, coordination, and a shared understanding of responsibilities across the organization. The resulting plan should establish a framework that can be consistently understood and followed by executive leadership, department directors, public safety personnel, elected officials, and other designated employees.

The plan should clearly define how the City prepares for, activates, coordinates, approves, and delivers communications during a crisis. This should include the respective roles and responsibilities of the Department of Communications & Strategic Initiatives, City Manager's Office, public safety departments, department directors, elected officials, and other key personnel, as well as clear expectations for the timely sharing and flow of information between departments and the Communications Department.

The selected firm will assess the City's existing practices, organizational structure, communication protocols, and current capabilities and use that work to develop a crisis communications framework tailored specifically to Traverse City. The City is seeking a practical and operational roadmap, not simply a policy document. The plan should provide clear procedures, activation and escalation protocols, decision-making and approval structures, spokesperson protocols, internal coordination processes, tools, templates, and resources that can be readily implemented during an incident. An important component of the project will be implementation and organizational readiness. The selected firm should provide recommendations for introducing the plan citywide, establishing expectations among executive leadership and departments, training appropriate personnel, and maintaining and periodically testing the framework so that established procedures are understood before an incident occurs.

The project should also address continuity of communications when an incident significantly increases workload, requires specialized crisis communications expertise, or directly affects City personnel. The selected firm will therefore be asked to propose a model for providing on-call professional crisis communications support to supplement, rather than replace, the City's internal communications capacity when needed.

Ultimately, the project should provide the City with a sustainable framework that places professional communications coordination within the Department of Communications & Strategic Initiatives while clearly defining crisis communications as an organization-wide responsibility.

Scope of Work

It is the City's intent to have the selected Firm develop a comprehensive, citywide Crisis Communications Plan and provide options for ongoing, on-call strategic communications support during emergencies, public safety matters, organizational crises, and other significant or high-profile incidents.

The selected firm will:

- Develop a comprehensive Crisis Communications Plan that aligns with recognized crisis and emergency communications best practices, the City's organizational structure, and existing communications capabilities.
- Establish a clear, citywide roadmap for crisis communications that defines how executive leadership, departments, public safety personnel, elected officials, and other designated employees coordinate with the Department of Communications & Strategic Initiatives before, during, and following an incident.
- Clearly define roles, responsibilities, decision-making authority, activation and escalation procedures, approval processes, spokesperson responsibilities, and expectations for the timely flow of information during a crisis.
- Strengthen organizational readiness by establishing procedures and protocols that can be consistently understood, implemented, and followed across City departments.
- Develop practical communication tools, templates, checklists, and other resources that can be rapidly deployed and adapted to a variety of incidents.
- Develop an implementation and training roadmap to support citywide adoption of the Crisis Communications Plan and ongoing preparedness among executive leadership and designated personnel.
- Provide recommendations for periodically reviewing, testing, exercising, and updating the Crisis Communications Plan to ensure its continued effectiveness.
- Provide strategic crisis communications counsel and professional support, when requested, to supplement and/or assist the Department of Communications & Strategic Initiatives.
- Provide surge communications capacity when an incident exceeds available internal resources, requires specialized crisis communications expertise, or directly affects City personnel and may impact the City's ability to maintain normal communications operations.

Phase 1 – Assessment

The consultant shall:

- Review existing emergency response and communication procedures.
- Interview key staff, including executive leadership, communications staff, emergency management personnel, public safety leadership, and other appropriate departments.
- Evaluate current communications capabilities and identify gaps.

- Review lessons learned from previous emergency or high-profile incidents.

Phase 2 – Crisis Communications Plan Development

Governance

- Roles and responsibilities
- Communications decision-making hierarchy
- Incident communication approval process
- Coordination with the City's Emergency Operations Center (EOC) and Incident Command System (ICS)

Crisis Activation

- Communication activation thresholds
- Notification procedures
- Internal communication protocols
- Escalation procedures

Stakeholder Communications

Protocols for communicating with:

- Residents
- Employees
- City Commission
- Media
- Partner agencies
- Businesses
- Visitors
- Regional, state, and federal partners

Communication Channels

Guidance for use of:

- Press releases
- Media briefings
- Social media
- Website updates

- Email notifications
- Emergency alert systems
- Internal staff communications

Crisis & Incident Types

Develop communication frameworks for incidents including, but not limited to:

- Public safety events
- Natural disasters
- Utility failures
- Infrastructure emergencies
- Public health incidents
- Cybersecurity incidents
- Environmental emergencies
- Employee or workplace incidents
- High-profile litigation or legal matters
- Reputation management events

Templates

Provide customizable templates for:

- Holding statements
- Initial media statements
- Press releases
- Social media messaging
- Frequently Asked Questions
- Employee communications
- City Commission communications
- Media briefing materials

Phase 3 – Training & Exercise

The consultant shall provide:

- Executive leadership briefing

- Crisis communications training for designated spokespersons
- Tabletop exercise utilizing a realistic local scenario
- After-action recommendations and plan revisions

Phase 4 – On-Call Crisis Communications Support

Phase 4 – On-Call Crisis Communications Support

The consultant shall be available to provide strategic crisis communications support during declared or significant incidents, including:

- Strategic crisis communications counsel
- Development of messaging
- Media relations support
- Press conference planning
- Message development for elected officials and executive leadership
- Reputation management
- Monitoring traditional and social media
- Communications staffing support as needed
- Coordination with mutual aid agencies and external partners when appropriate

Deliverables

The consultant shall provide:

- Comprehensive Crisis Communications Plan
- Digital templates and communications toolkit
- Crisis communications contact directory framework
- Training materials
- Tabletop exercise facilitation
- After-action report
- Final revised Crisis Communications Plan

Process Leadership and Communication Expectations

The selected firm will coordinate its work closely with the City's Department of Communications & Strategic Initiatives. The Director of Communications & Strategic Initiatives will serve as the City's primary project manager and will oversee the direction, coordination, and quality of the consultant's work.

The Crisis Communications Plan development process will be guided by the selected firm and informed and supported by a City Crisis Communications Leadership Team. Because the resulting framework is intended for citywide implementation, the planning process should actively engage executive leadership, public safety leadership, department directors, and other personnel who have responsibilities during significant incidents.

The Crisis Communications Leadership Team may include representatives from:

- Colleen Paveglio, Department of Communications & Strategic Initiatives
- Marshall Protetch, Communications Specialist
- Benjamin Marentette, City Manager
- Valarie Handy, Deputy City Manager
- Matthew Richmond, Traverse City Police Chief
- Aaron Bunyea, Traverse City Fire Chief
- Other departments or personnel identified during the planning process

The selected firm should also identify whether additional employees, elected officials, regional emergency management partners, or other stakeholders should participate at specific stages of the process based on their respective roles in emergency response and public communication.

The selected firm will facilitate a project kick-off meeting with the Crisis Communications Leadership Team. The purpose of the meeting will be to establish a shared understanding of the project objectives, planning process, roles and responsibilities, anticipated deliverables, project schedule, and expectations for participation.

Project Coordination

The Leadership Team will meet monthly with a virtual option. Throughout the project, the consultant will meet weekly with the Director of Communications & Strategic Initiatives and appropriate members of the Department to review progress, discuss findings, coordinate engagement with City personnel, and review draft materials. The consultant should propose an appropriate meeting cadence as part of its project approach.

The consultant should anticipate periodic meetings with the Crisis Communications Leadership Team at key project milestones, including assessment, development of the crisis communications framework, review of the draft plan, and preparation for implementation and training.

Organizational Engagement

The City recognizes that an effective Crisis Communications Plan cannot be developed or implemented solely within the Communications Department. The consultant will be expected to engage appropriate executive leadership, department directors, public safety personnel, and other key employees to understand existing practices, operational responsibilities, information flows, decision-making structures, and potential barriers to effective crisis communication.

This engagement should also help establish organizational understanding and ownership of the resulting framework. While the Department of Communications & Strategic Initiatives will serve as the central coordinating function for crisis communications, the planning process should clearly establish the responsibilities of departments and executive leadership for providing information, coordinating decisions, following established protocols, and supporting timely and accurate public communication.

City Resources & Existing Material

The City will provide the selected firm with relevant existing policies, emergency procedures, organizational information, communications protocols, plans, templates, and other materials necessary to inform the assessment and development of the Crisis Communications Plan.

The Department of Communications & Strategic Initiatives will assist the consultant in coordinating access to appropriate City personnel and will provide context regarding the City's existing communications practices, platforms, audiences, and organizational structure.

Proposal Submission and Consultant Selection Process

The City intends to select a Consultant based on qualifications, ability, relevant experience, cost, and other pertinent factors. The Consultant will be required to accept a Consultant Agreement with the City for this work. A sample Consultant Agreement is attached to this RFP and cannot be modified or edited.

Consultant Questions and RFP Addendums

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail addressed to Colleen Paveglio, Director of Communications & Strategic Initiatives at cpaveglio@traversecitymi.gov. Questions will be accepted and answered in accordance with the terms and conditions of this RFP. **All questions shall be submitted on or before October 16, 2026 at 2:00 pm EDT.**

Proposal Evaluation and Selection

Proposal Evaluation

The evaluation committee will evaluate each proposal by the described criteria. A proposal with all the requested information does not guarantee the proposing firm will be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers.

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

The following describes the weighted point system that will be used for evaluation of the proposals. The evaluation will be completed by an evaluation committee likely made up of the Director of Communications & Strategic Initiatives, City Manager's Office, and Police Chief, among others.

Professional Qualifications — 20 Points

- State the full name and address of the firm and, if applicable, the branch office or other subordinate elements that will perform or assist in performing the work. Indicate whether the firm operates as an individual, partnership, corporation, or other business entity.

- Identify the executive and professional personnel who will be assigned to the project, including each individual's role, relevant qualifications, and area of expertise. Identify the individual who will serve as the primary project lead and those who would be available to provide on-call crisis communications support.
- Identify only individuals who are expected to work directly on this project. Resumes and qualifications shall be provided for all proposed project personnel and subconsultants.
- Describe the history of the firm, including length of operation, primary services provided, and specific qualifications that make the firm well suited to provide crisis communications planning and support to a municipal organization.
- Demonstrate the qualifications of assigned personnel in areas such as crisis communications, strategic communications, media relations, public safety communications, emergency management, organizational communications, reputation management, and executive counsel.

Proposed Work Plan and Approach — 35 Points

- Provide a detailed narrative describing the firm's proposed approach to completing the Scope of Work and developing a comprehensive, practical, and citywide Crisis Communications Plan.
- Describe the proposed process for assessing the City's existing communications capabilities, organizational structure, emergency response procedures, decision-making processes, and current crisis communications practices.
- Describe how the firm will work collaboratively with the Department of Communications & Strategic Initiatives while engaging executive leadership, public safety departments, department directors, and other key personnel in development of the plan.
- Demonstrate an understanding that the City possesses internal professional communications expertise and is seeking a consultant to build upon those capabilities by developing a clear roadmap, organizational structure, and protocols that can be consistently understood and followed throughout the organization.
- Describe the firm's approach to establishing roles and responsibilities, activation and escalation procedures, decision-making and approval protocols, spokesperson responsibilities, internal information flow, and coordination of public information.
- Describe the proposed approach to citywide implementation, training, tabletop exercises, and ongoing maintenance and testing of the Crisis Communications Plan.
- Provide a proposed project schedule identifying major tasks, milestones, meetings, draft deliverables, review periods, training, and delivery of the final Crisis Communications Plan.
- Describe the firm's proposed model for providing on-call crisis communications counsel and surge capacity following completion of the plan, including availability, activation procedures, response expectations, and continuity of service.
- Proposals will also be evaluated for clarity, completeness, practicality, and thoroughness in addressing the Scope of Work and required deliverables.

Experience with Similar Projects — 30 Points

- Describe the firm's experience developing crisis communications plans, protocols, training programs, and implementation strategies for municipalities, public agencies, public safety organizations, or similarly complex organizations.
- Demonstrate experience responding to or advising organizations during actual crisis events, public safety incidents, emergencies, high-profile organizational matters, or situations involving significant public and media attention.

- Provide examples of experience working within municipal or public sector organizational structures where communications require coordination among executive leadership, multiple departments, public safety agencies, elected officials, legal counsel, and other stakeholders.
- Describe the proposed team's experience working together on similar projects and identify specific examples demonstrating the ability of the firm and assigned personnel to successfully complete comparable work.
- Provide a minimum of three client references for similar work completed within the past five years. References should include the organization or agency name, project or service provided, contact person, telephone number, and email address.

Availability and Crisis Response Capability — 5 Points

- Describe the firm's ability to provide timely crisis communications counsel and support when activated by the City.
- Identify standard and after-hours availability, expected response times, methods for activating services, and the personnel who would typically respond.
- Describe how the firm maintains continuity of service during extended incidents or when multiple personnel are required.

Fee Proposal and Cost — 10 Points

The fee proposal shall clearly distinguish between the cost to develop and implement the Crisis Communications Plan and the cost of ongoing crisis communications support.

At a minimum, the fee proposal shall include:

- A fixed or not-to-exceed cost for the 100% completion of the Crisis Communications Plan and all associated deliverables, including assessment, meetings, plan development, templates and tools, training, exercises, revisions, and final implementation materials.
- A breakdown of estimated hours and costs by major task and project team member, including the name, title, and hourly rate of each individual assigned to the project.
- Hourly rates for on-call crisis communications services following completion of the plan, including any different rates applicable to senior-level counsel, communications support, after-hours response, weekends, or holidays.
- An optional annual retainer model for ongoing crisis communications support, including the annual cost, services and number of hours included, availability and response commitments, additional hourly rates once included hours are exhausted, and any rollover or expiration provisions.
- Any activation fees, minimum billing requirements, travel costs, administrative expenses, or other charges that may apply.

The proposed fee should reflect the level of effort necessary to provide a high-quality Crisis Communications Plan and reliable professional support. The City reserves the right to negotiate the final scope, level of service, and associated fees with the selected firm prior to execution of a contract.

Authorized Negotiator

Include the name, phone number and email address of the person(s) in your organization authorized to negotiate the Scope of Work with the City.

Interview

The City will schedule interviews with selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview should include the Project Team members expected to complete a majority of the work on the project, but no more than five (5) members total. The interview shall consist of a presentation of up to thirty (30) minutes by the Proposer, including the person who will be the project manager on this Contract, followed by approximately thirty (30) minutes of questions and answers, if needed. Audio-visual aids may be used during the interview. Virtual interviews will be considered.

Final Scoring and Selection

The firms interviewed will be re-evaluated by the above criteria, and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by the City, if suitable proposals are received. The selected firm will be required to execute the Consultant Agreement (sample attached), changes cannot be made to the Consultant Agreement, a copy has been provided as Attachment A.

Preliminary Project Schedule

The following tentative schedule is anticipated for selection, contract negotiations and contract award.

Issuance of the RFP - September 25, 2026

Questions concerning the RFP due – October 16, 2026

Proposals due - October 23, 2026 @ 10:00 a.m.

Interviews for Consultants – October/November

Expected City Commission authorization - November 16 or December 7, 2026

Project Start Up Meeting – December/January

Vendor: Please complete and return

SUMMARY

TITLE: Development of a Crisis Communications Plan & Services

DUE DATE: Friday, October 23, 2026 @ 10:00 a.m. (EDT)

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 proposal. Vendor submits this proposal and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Vendor certifies that as of the date of this proposal 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.

Vendor understands and agrees, if selected as the successful Vendor, to accept the City's standard Purchase Order / Service Order / Contract, the terms of which are not negotiable, and to provide proof of the required insurance.

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

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

- (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 Vendor'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 vendor 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.

Vendor understands that the City reserves the right to accept any or all proposals in whole or part and to waive irregularities in any proposal in the best interest of the City. The proposal 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.

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

Plan Development Total: \$ _____

Hourly Services Total: \$ _____

Retainer Services Total: \$ _____

The Successful bidder's name shall appear as follows on any Contract or Purchase/Service Order documents:

Company Name: _____

Contract or Purchase/Service Order documents shall be mailed to:

Attention

Street Address

City, State, Zip

Email Address

Submitted By:

Signature

Company Name

Name and Title (Print)

Company Address

Phone

Fax

City,

State,

Zip

Email Address:

Sole proprietorship/partnership/corporation

If corporation, state of corporation

References:

Please include name of organization, contact person, and daytime phone number

1. _____
Contact Person: _____ Telephone: _____

2. _____
Contact Person: _____ Telephone: _____

3. _____
Contact Person: _____ Telephone: _____

ATTACHMENT A

CITY OF TRAVERSE CITY

CONSULTANT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2026, by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman, Traverse City, Michigan, 49684, (the "City"), and _____, a (sole proprietorship/partnership/corporation) of _____, (if a corporation, state of incorporation) (the "Consultant");

WHEREAS, the City desires to engage the services of the Consultant to furnish technical and professional assistance concerning the project which is described as:

[BRIEF DESCRIPTION OF PROJECT]

and the Consultant wishes to furnish such technical and professional service to the City and has represented that the Consultant has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Agreement Documents. The following shall be deemed to be a part of this Agreement and incorporated herein.

- A. Notice
- B. Request for Proposals/Bids
- C. Consultant's Proposal/Bid
- D. Schedule of Payments
- E. Timetable for Activities

2. Scope of Services. The Consultant shall provide services in accordance with and as set forth in the Agreement documents.

3. Compensation and Method of Payment. The City shall pay to the Consultant and the Consultant agrees to accept as full compensation for services under this Agreement the total sum of \$_____ in accordance with the Schedule of Payments.

4. Period of Performance. The services to be rendered under this Agreement shall commence within _____ working days of execution hereof. Performance shall be in accordance with the Timetable for Activities.

5. Independent Contractor. The relationship of the Consultant to the City is that of an independent contractor and in accordance therewith, the Consultant 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 City 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 Consultant to be a joint venture.

6. The Consultant's Responsibility. The Consultant shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The Consultant shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

7. Recovery of Money. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Consultant to the City, the same amount may be deducted from any sum due to the Consultant under this Agreement or under any other contract between the Consultant and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Consultant.

8. Disclosure by City Commissioner. Pursuant to 1968 Public Act 317, a City Commissioner with a pecuniary interest in a business submitting a bid for which the City may enter into a contract or issue a service/purchase order is required to publicly disclose their pecuniary interest prior to awarding the contract or issuing the service/purchase order. A form is provided and should be included with the bid.

9. Indemnity. The Consultant shall indemnify and save harmless the City, 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 Consultant or its employees, agents, servants and subcontractors. Losses include damages the City may sustain as a result of the failure of the Consultant to comply with the provisions of this Agreement. The Consultant shall not be obligated to indemnify the City for the City'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 City in an action against them.

The City 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 City 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 Consultant 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.

USED WHEN CITY IS NAMED AS ADDITIONAL INSURED:

10. Insurance. The Consultant agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Consultant will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy; and in the case where Consultant is required to name the City as additional insured, shall provide an endorsement stating that the City has been named as an additional insured onto such policy for all claims arising out of the Consultant's work. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City. Upon request by the City Clerk, Consultant shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

USED WHEN CITY IS NOT NAMED AS ADDITIONAL INSURED:

10. Insurance. The Consultant agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Consultant will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City. Upon request by the City Clerk, Consultant shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

- A. Commercial General Liability. The Consultant shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence with the City being named as additional insured for all claims arising out of the Consultant's work, including completed operations coverage (if required in the Request for Proposals/Bids). For contracts in excess of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), the Consultant shall provide ISO general aggregate endorsement CG 25 03 which provides a project specific aggregate of \$2 million for general liability.
- B. Professional Liability. The Consultant shall also acquire and maintain professional liability insurance coverage in the amount of \$1,000,000 minimum per occurrence or, if per occurrence is unavailable to the Consultant, on a claims made basis with

a three (3) year reporting period; or in the alternative, the Consultant must continuously maintain the required Professional Liability coverage on a claims made basis for the duration of the project plus three years after project completion. If the Consultant's Professional Liability policy is canceled or not renewed and replacement coverage without an equivalent retro date is not procured, then the Consultant must purchase a three-year Extended Reporting Period at the Consultant's expense (if required in the Request for Proposals/Bids).

C. Workers Compensation. The parties shall maintain suitable workers

compensation insurance pursuant to Michigan law and the Consultant shall provide a certificate of insurance or copy of state approval for self-insurance to the City Clerk upon execution of this Agreement.

11. Compliance with Regulations. The Consultant 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.

12. Standard of Conduct. The Consultant shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

13. The City's Obligation. The City shall provide the Consultant with all information currently available to the City upon request of the Consultant. The City Manager shall designate a City employee to be the City's representative for purposes of this Agreement.

14. Non-Discrimination. The parties agree not to discriminate against an 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 their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

15. Prohibition Against Assignment. This Agreement is intended to secure the service of the Consultant because of its ability and reputation and none of the Consultant's duties under this Agreement shall be assigned, subcontracted, or transferred without the prior written

consent of the City Manager. Any assignment, subcontract or transfer of the Consultant's duties under this Agreement must be in writing.

16. Third Party Participation. The Consultant agrees that despite any subcontract entered into by the Consultant for execution of activities or provision of services related to the completion of this project, the Consultant shall be solely responsible for carrying out the project pursuant to this Agreement. The Consultant shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Consultant in the conduct of the project unless the City Manager and the Consultant agree to modification in a particular case. The Consultant shall not subcontract unless agreed upon in writing by the City.

17. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

18. Interest of the Consultant. The Consultant represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of the Consultant's services and duties hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Consultant further covenants that neither it nor any of its principals are in default to the City.

19. Covenant Against Contingent Fees. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

20. Qualifications of the Consultant. The Consultant specifically represents and agrees that its officers, employees, agents and contractors have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

21. 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.

22. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

23. Termination.

A. For Fault. If the City Manager determines that the Consultant has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the City Manager may terminate or suspend this Agreement in whole or in part upon written notice to the Consultant specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Consultant shall correct the violations referred to in the notice. If the Consultant does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Consultant at time of termination may be adjusted to cover any additional costs occasioned the City by reason of the termination. This provision for termination shall not limit or modify any other right to the City to proceed against the Consultant at law or under the terms of this Agreement.

B. Not for Fault. Whenever the City Manager determines that termination of this Agreement in whole or in part is in the best interest of the City or in the event that termination is required by any state or federal agency, the City Manager may terminate this Agreement by written notice to the Consultant specifying the services terminated and the effective date of

such termination. Upon termination, the Consultant shall be entitled to and the City shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

24. Force Majeure. If because of force majeure, either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the City may terminate this Agreement.

25. Delay. If the Consultant is delayed in the completion of the work due to force majeure or otherwise, the time for completion may be extended for a period determined by the City in its sole discretion to be equivalent to the time of such delay. The City may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by the City, the Consultant shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by the City as a result of the delay until the date of such termination, but not more than the maximum Agreement amount.

26. 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 Consultant, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Consultant, 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.

27. 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.

28. 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 Michigan's Uniform Arbitration Act being PA 371 of 2012, MCL 691.1681 *et seq* or as otherwise agreed to by the parties. The parties shall mutually agree to the selection of an arbitrator and if they are unable to agree, the arbitrator shall be appointed by the chief judge of the 13th Circuit Court. Judgment upon the arbitrator's award may be entered in Grand Traverse County 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 require the parties to participate in at least one mediation session before issuing an award.

29. Reuse of Documents. All documents and electronic files delivered to the City are instruments of service in respect of the project. Nevertheless, all documents and electronic files delivered to the City shall become property of the City upon completion of the work and payment in full of all monies due the Consultant. Copies of the City-furnished data that may be relied upon by the Consultant are limited to the printed copies (also known as hard copies) that are delivered to the Consultant. Files on electronic media of text, data or graphics or of other types that are furnished by the City to the Consultant are only for convenience of the Consultant. Any conclusion of information obtained or derived from such electronic files will be at the user's sole risk. Economic benefit to the City for having these files is predicated on the files being media form, software release number and hardware operating system number as utilized by the Consultant. Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files on electronic media of text, data or graphics or of other types that are furnished by the Consultant to the City shall be in a compatible software format for use by the City. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.

30. Freedom of Information Act. The Consultant acknowledges that the City may be required from time to time to release records in its possession by law. The Consultant hereby gives permission to the City 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 Consultant shall not be held liable for any reuse of the documents prepared by the Consultant under this Agreement for purposes other than anticipated herein.

31. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

32. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

33. 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.

34. 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. It is understood that should the Consultant recommend further work concerning the project, the City is under no obligation to engage the Consultant in such work.

35. 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.

36. Iran Economic Sanctions Act. The Consultant certifies that it is not an Iran linked business as defined under the Iran Economic Sanctions Act (MCL 129.311 *et seq*) and will not, during the performance of this Contract, violate the provisions of the Iran Economic Sanctions Act, as amended.

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

APPROVED AS TO SUBSTANCE:

Benjamin Marentette, City Manager

APPROVED AS TO FORM:

By_____
Sarah Lutz, City Clerk

Kelly Firm, PC

CITY OF TRAVERSE CITY:

By_____

Amy Shamroe, Mayor

CONSULTANT:

By_____

Signature

Name and Title (print or type)

SCOPE OF SERVICES

[Request for Proposals/Bids and the Consultant's Proposal/Bid inserted here]

SAMPLE

SCHEDULE OF PAYMENTS

Payments may be made to the Consultant after satisfactory service and upon receipt of a valid invoice approved by the City.

Final payment shall be made upon completion of all the Consultant's services. Total payment including expenses shall be \$_____.

SAMPLE

TIMETABLE FOR ACTIVITIES

The Consultant's services shall commence within ____ working days after execution of this Agreement. The schedule of activities shall follow the City's Request for Proposals/Bids and the Consultant's Proposal/Bid attached hereto and incorporated herein by reference.

Services shall be completed not later than _____.

SAMPLE