
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
tcmanage@traversecitymi.gov



August 7, 2026

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 **Tuesday, September 8, 2026, at 11:30 AM** for the following:

Clinch Marina Managed WiFi Hardware & Operations

If the specifications are obtained from the City's website link at: [City of Traverse City Bids](#), 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 are posted by sending an e-mail requesting same to tcmanage@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. This request for bids may be withdrawn, modified and resubmitted at the sole discretion of the City. Under no circumstances is the City obligated to extend or enter into any contract other than as determined by the City to be in its best interests. 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 **"Clinch Marina Managed WiFi Hardware & Operations."** 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. Alternatively, E-Mailed bids **will be** accepted. Please indicate in the subject line of your e-mail that you are submitting a "Sealed Bid" together with the project description, **"Clinch Marina Managed WiFi Hardware & Operations,"** and submit your e-mailed bid to tcmanage@traversecitymi.gov **before Tuesday, September 8, 2026, at 11:30 AM.**

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 Jerry Swanson** jswanson@traversecitymi.gov **at (231)709-6336 before the bid is submitted.**

PLEASE SUBMIT BID TO:

Ariane Sarasin, Executive Coordinator
400 Boardman Avenue, 2nd floor
Traverse City, MI 49684
tcmanage@traversecitymi.gov

REQUEST FOR PROPOSAL (RFP)
PROJECT: Clinch Marina Managed WiFi Hardware & Operations

1. Purpose & Project Overview

The City of Traverse City / Traverse City Marina is requesting proposals from qualified Managed Service Providers (MSPs) to design, deploy, and manage a complete hardware refresh for the guest wireless network at **Duncan L. Clinch Marina**.

Historically, marina connectivity has leveraged a broader downtown network deployment. Moving forward, the Marina requires an independent, robust, and fully managed infrastructure to guarantee sufficient coverage, network redundancy, and high-speed throughput for boaters, guests, and administrative staff.

City Infrastructure Environment & Co-existence:

The Traverse City Technology Department maintains an active network presence at the marina facility, including production Wi-Fi dedicated strictly to municipal/staff operations. The new guest Wi-Fi infrastructure deployed under this contract must be completely isolated, air-gapped, and managed separately from the city's production network. Collaboration with the City Technology Department will be critical to ensure no RF (radio frequency) interference or physical infrastructure conflicts occur.

The selected vendor will implement the project under four primary core mandates:

- **Infrastructure & Wireless Upgrade:** A phased (or simultaneous) deployment of enterprise-grade outdoor/indoor wireless hardware and wireless backhaul.
- **Physical Infrastructure Layering:** Execution or coordination of certified low-voltage/electrical pathways to support immediate network requirements and future expansions.
- **City Technology Integration & Separation:** Coordination with City IT personnel to establish strict demarcation lines, network isolation, and co-existence guidelines.
- **ISP Procurement/Optimization:** Evaluation and provisioning of sufficient WAN bandwidth dedicated exclusively to guest traffic.
- **Managed Services:** 24/7/365 network operations center (NOC) monitoring, proactive network maintenance, and structured engineering support.

2. Core Architectural & Networking Principles

Proposals must align with the following fundamental engineering principles:

- **Standards-Based Implementations:** All configurations and hardware deployments must strictly adhere to industry standards (e.g., IEEE 802.11 standards).
- **Architectural Consistency:** Solutions must eliminate unnecessary operational complexity to ensure straightforward future scalability.

- **Network Air-Gapping & Security:** The guest network architecture must possess no physical or logical routes into the City's internal production network.
- **Future-Proof Planning:** Physical infrastructure (conduit, cabling, and switch capacity) must be provisioned during this deployment to effortlessly absorb future edge devices (e.g., IP Security Cameras).
- **Proven Maritime Environments Deployment:** Wireless mapping, mounting, and hardware selections must be explicitly proven to withstand reflections, interference, and environmental conditions unique to deep-water marinas.
- **Business Continuity ("Hit by a Bus" Insurance):** Complete network topology diagrams, configuration backups, administrative access credentials, and procedures must be rigorously documented and accessible to the Marina administration.

3. Technical Scope of Work

Vendors may quote the infrastructure deployment across two logical phases or optionally propose a concurrent deployment of both phases to optimize mobilization costs.

Phase 1: Core Routing & Initial Wireless Footprint (Targeted: Q3 2026)

- **Core Network Layer:** Remove legacy guest routing infrastructure and install a high-capacity, enterprise-grade Core Network Router.
- **Root Wireless Layer:** Supply and install **four (4) Outdoor Wi-Fi 6 (802.11ax) Access Points (APs)** with high-density capacity, configured as root connections. Hardware must meet or exceed **Ruckus Wi-Fi 6** technical specifications.
- **Wireless Distribution (Backhaul):** Deploy a high-throughput **60GHz wireless link** consisting of one (1) base radio and two (2) client radios for injection of high-speed access to outer dock points without trenching.
- **Facilities Coverage:** Supply and install **two (2) Indoor Wi-Fi 6 Access Points** dedicated to providing dense coverage within the Boaters Lounge and the Marina Administrative Office.

Phase 2: Wireless Extension & Mesh Layer (Targeted: Q2 2027)

- **Root Wireless Extension:** Supply and install **two (2) additional Outdoor Wi-Fi 6 APs** configured as root connections to scale capacity.
- **Mesh Wireless Layer:** Supply and install **two (2) Outdoor Wi-Fi 6 APs** configured dynamically via wireless mesh to capture hard-to-reach slips.
- **Backhaul Extension:** Install **one (1) additional 60GHz client radio** to scale distribution to extended dock spaces.

4. City Technology Department Integration & Demarcation

Close partnership with the Traverse City Technology Department is a mandatory component of this project. The vendor must comply with the following constraints:

- **RF Spectrum Management:** The vendor must coordinate channel planning and radio transmission levels with the City Technology Department to prevent wireless interference between the guest network and the existing staff production Wi-Fi.
- **Physical Demarcation:** The vendor must explicitly map out rack space, power consumption, and patch panel locations within the shared IDF/MDF closets, ensuring all guest equipment is clearly labeled and physically secure.
- **Phased Review Gateways:** The vendor will be required to submit their final topology and channel maps to the City Technology Department for sign-off prior to hardware activation.

5. Internet Service Provider (ISP) Evaluation & Provisioning

Proposals must address the provisioning of backhaul bandwidth dedicated strictly to the guest Wi-Fi deployment. The vendor is required to analyze and present options for the following two paths:

- **Option A (Bandwidth Upgrade):** Work with the City Technology Department to negotiate an expansion/upgrade of the current circuit speed coming into the marina facility, carving out a logically isolated, rate-limited pipe solely for guest use.
- **Option B (Greenfield Circuit):** Identify, coordinate, and project-manage the installation of a completely separate, dedicated commercial ISP circuit (e.g., fiber or high-speed coax) brought into the facility purely to run the guest network.

6. Contracted Electrical Work & Low-Voltage Wiring Requirements

The selected vendor is responsible for all low-voltage pathways, physical structural mountings, and standard electrical allocations required to power the network. The vendor may self-perform or utilize a licensed electrical subcontractor.

- **Marine-Grade Cabling:** All physical connections to outdoor access points and radios must utilize shielded, outdoor-rated, UV-resistant Category 6A (Cat6A) cabling, terminated into properly grounded lightning/surge protection blocks.
- **Conduit & Enclosures:** Where cable runs are exposed to weather, sun, or water splash on docks, lines must be run through high-impact, marine-grade PVC or liquid-tight flexible conduit. Outdoor junction boxes and enclosures must be NEMA 4X rated.
- **Power over Ethernet (PoE):** Network switches provisioned in the core location must support sufficient PoE+ (802.3at) / PoE++ (802.3bt) power budgets to drive all current APs and future edge hardware simultaneously without power degradation.

7. Future Scalability: Security Camera Infrastructure Provisioning

While active security camera deployment is out of scope for this immediate RFP, the vendor **must** architect the core infrastructure to ensure future cameras can be added on a "plug-and-play" basis.

- **Switch Capacity Provisioning:** The proposed network switch infrastructure must include a minimum of **30% unassigned, open PoE+ ports** explicitly reserved for future IP security cameras.
- **VLAN Structural Setup:** The vendor must pre-configure a distinct, isolated Virtual Local Area Network (VLAN) designated for future surveillance traffic, complete with appropriate Quality of Service (QoS) configurations to ensure high-bandwidth video streams will not conflict with guest Wi-Fi.
- **Pathway Provisioning:** At key structural access points and backhaul injection nodes, the low-voltage/electrical installations must leave pulling loops or dual-run capabilities so that future camera wiring can utilize the exact same physical pathways without new structural penetrations.

8. Managed Services & Technical Operations Scope

The selected partner will assume full operational responsibility for the guest local area network (LAN) infrastructure post-installation.

8.1 Network Operations Center (NOC) Monitoring (24/7/365)

The vendor must integrate the Clinch Marina network architecture into a 24/7 Remote Net Operations Center. The NOC must actively watch, log, and alert on:

- **Device Vitality:** Real-time Up/Down status of all core switches, routers, backhaul radios, and APs.
- **Real-World Telemetry:** Active packet loss monitoring from core devices to primary Content Delivery Networks (CDNs) to detect invisible degradation.
- **Performance Metrics:** Historical logging and alerting on CPU utilization, memory consumption, disk space, and physical operating temperature of core components.
- **Interface Integrity:** Port-by-port throughput, traffic spikes, and interface error tracking.
- **ISP Circuit Monitoring:** Upstream carrier health tracking, logging bandwidth usage, upstream packet loss, and generating automated graphing analytics.

8.2 Incident Response & Escalation Procedures

Upon receiving a monitoring alarm, the NOC must execute a strict triage matrix:

1. **Acknowledge & Validate:** Verify power stability at the site within standard SLA parameters and automatically initialize a tracked service ticket.
2. **Remote Remediation:** Execute remote troubleshooting steps to resolve the outage immediately without site intervention.
3. **Stakeholder Communication:** Notify designated Traverse City Marina staff via predetermined paths (email/SMS/call) with current diagnostic status.

4. **Carrier/Vendor Escalation:** If an issue resides with the dedicated guest internet service provider (ISP), the vendor must manage the ISP ticket directly using pre-authorized carrier support information.

8.3 Scheduled Maintenance Windows

- **Standard Maintenance Window:** 2:00 AM to 6:00 AM local time. Routine updates, firmware patches, and non-emergency reboots must occur inside this window with prior notification to Marina staff.
- **Emergency Maintenance:** Permitted outside the standard window only with direct authorization from Marina management, unless network integrity is critically compromised.

9. Network Engineering Support & Support Allocations

- **Included Services:** Proposals must include a baseline allotment of **four (4) hours per month** of remote Network Engineering Services. Unused monthly allocations will not roll over.
- **Engineering Scope:** Covered services include Moves, Adds, and Changes (MACs) for network configurations, limited after-hours emergency remote support, carrier escalation handling, and proactive threat assessment to identify potential targets of malicious attack.
- **Service Requests:** Routine engineering requests require submission via an engineering portal 24 hours in advance. Emergency needs will bypass the queue via a provided 24/7 Emergency Escalation Phone Number.
- **Operating Hours:** Standard engineering requests are processed Monday through Friday, 8:00 AM – 4:00 PM.

10. Financial Proposal Structure

Vendors must explicitly format their cost proposals according to the tables below. All hardware quotes must include delivery, low-voltage wiring, electrical subcontractor mobilization, configuration, and structural installation.

11. Submission Requirements & Evaluation Criteria

Proponents must submit proposals documenting:

1. **Technical Architecture Design:** A detailed plan outlining the hardware selection (specifically detailing how it aligns with Wi-Fi 6 Ruckus standard equivalents), the pathway mapping for the physical wiring layer, and explicit technical separation schemes to keep guest traffic completely separate from City operations.
2. **ISP Recommendation Portfolio:** Detailed engineering options for either upgrading current facilities bandwidth or executing a separate greenfield circuit, including estimated monthly circuit costs.

3. **Corporate & Subcontractor Experience:** Proof of past performance managing municipal/commercial maritime wireless deployments and credentials for licensed electrical providers.
4. **Team Bench Strength:** Qualifications of key staff (e.g., President/VP, Director of Operations, Chief Technology Officer, and Lead Network Technicians).
5. **Service Level Agreement (SLA) & Terms:** Standard master service agreement terms, including clear parameters regarding data handling (e.g., net neutrality provisions, compliance with legal requests, and troubleshooting data retention limits).

A recommended onsite tour will be provided to bidders on Wednesday August 12th at 2:30pm at the Marina. 111 E. Grandview Parkway, Traverse City Michigan.

Bidder - Please complete and return

BID SUMMARY

TITLE: Clinch Marina Managed WiFi Hardware & Operations

DUE DATE: Tuesday, September 8, 2026, at 11:30 AM

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 the City's standard Purchase Order /Service Order / Contract, the terms of which are not negotiable, 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 or reject any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. Further, Bidder understands that this request for bids may be withdrawn, modified and resubmitted at the sole discretion of the City. Under no circumstances is the City obligated to extend or enter into any contract other than as determined by the City to be in its best interests. 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.

BID SUBMISSION

Capital Expenditures (One-Time Costs)

Project Milestone	Description	Extended Price
Phase 1 Infrastructure & Electrical Deployment	Core router, 4 Outdoor APs, 2 Indoor APs, 60GHz Base + 2 Client radios, certified Cat6A pathway wiring , configuration & labor.	\$

Project Milestone	Description	Extended Price
Phase 2 Infrastructure Deployment	2 Mesh APs, 2 Root APs, 1 60GHz Client radio, dynamic configuration extensions & labor.	\$
ISP Procurement / Provisioning	One-time engineering/construction fees for new circuit drop or city-managed facility demarcation splicing.	\$
Total One-Time Charges	Combined Phase 1 & Phase 2 Capital, ISP Setup, & Electrical Deployment	\$

Operational Expenditures (Annual Recurring Costs)

Annual Service Description	Extended Price
LAN Engineering, NOC Management, & Operations • Proactive maintenance & regular design reviews • 24/7 Monitoring & Management of all network components • Up to 4 hours of monthly Network Engineering Services	\$
Dedicated Guest ISP Circuit Subscription Cost <i>(If proposing a standalone connection separate from City billing)</i>	\$
Total Annual Recurring Cost	\$

Submitted by:

Signature

Name and Title (Print)

Phone Fax

EMAIL ADDRESS:

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: _____

SUBCONTRACTORS: (include name of organization, contact person, daytime phone number, and services to be performed).

1. _____
Contact Person: _____ Telephone: _____
Services to be Performed: _____

2. _____
Contact Person: _____ Telephone: _____
Services to be Performed: _____

3. _____
Contact Person: _____ Telephone: _____
Services to be Performed: _____



MARINA AREA



1:1,376
This map is based on digital databases
from the City of Traverse City. Traverse City
cannot accept any responsibility for errors,
omissions or positional accuracy.
There are no warranties expressed or implied.

CITY OF TRAVERSE CITY
VENDOR 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 "Vendor");

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

[BRIEF DESCRIPTION OF PROJECT]

and the Vendor wishes to furnish such technical and professional service to the City and has represented that the Vendor 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. Vendor's Proposal/Bid
 - D. Schedule of Payments
 - E. Timetable for Activities
2. Scope of Services. The Vendor 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 Vendor and the Vendor 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 Vendor to the City is that of an independent contractor and in accordance therewith, the Vendor 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 Vendor to be a joint venture.

6. The Vendor's Responsibility. The Vendor shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The Vendor 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 Vendor to the City, the same amount may be deducted from any sum due to the Vendor under this Agreement or under any other contract between the Vendor 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 Vendor.

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 Vendor 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 Vendor or its employees, agents, servants and subcontractors. Losses include damages the City may sustain as a result of the failure of the Vendor to comply with the provisions of this Agreement. The Vendor 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 Vendor 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 Vendor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Vendor 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 Vendor is required to name the City as additional insured, and 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 Vendor'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, Vendor 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 Vendor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Vendor 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, Vendor 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 Vendor 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 Vendor'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 Vendor shall provide ISO general aggregate endorsement CG 25 03 which provides a project specific aggregate of \$2 million for general liability.

B. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Vendor 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 Vendor 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 Vendor 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 Vendor with all information currently available to the City upon request of the Vendor. 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 Vendor because of its ability and reputation and none of the Vendor'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 Vendor's duties under this Agreement must be in writing.

16. Third Party Participation. The Vendor agrees that despite any subcontract entered into by the Vendor for execution of activities or provision of services related to the completion of this project, the Vendor shall be solely responsible for carrying out the project pursuant to this Agreement. The Vendor shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Vendor in the conduct of the project unless the City Manager and the Vendor agree to modification in a particular case. The Vendor 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 Vendor. The Vendor 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 Vendor's services and duties hereunder. The Vendor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Vendor further covenants that neither it nor any of its principals are in default to the City.

19. Covenant Against Contingent Fees. The Vendor 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 Vendor. The Vendor 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 Vendor 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 Vendor 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 Vendor shall correct the violations referred to in the notice. If the Vendor 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 Vendor 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 Vendor 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 Vendor specifying the services terminated and the effective date of such termination. Upon termination, the Vendor 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 Vendor 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 Vendor 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 Vendor, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Vendor, 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 Vendor. Copies of the City-furnished data that may be relied upon by the Vendor are limited to the printed copies (also known as hard copies) that are delivered to the Vendor. Files on electronic media of text, data or graphics or of other types that are furnished by the City to the Vendor are only for convenience of the Vendor. 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 Vendor. 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 Vendor. Files on electronic media of text, data or graphics or of other types that are furnished by the Vendor 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 Vendor acknowledges that the City may be required from time to time to release records in its possession by law. The Vendor 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 Vendor shall not be held liable for any reuse of the documents prepared by the Vendor under this Agreement for purposes other than anticipated herein.

31. Confidentiality. Contractor acknowledges that it may receive confidential, privileged, or otherwise protected information belonging to the City. Contractor shall maintain the confidentiality of such information and shall not disclose it except as expressly authorized in writing by the City or as required by law.

32. Cybersecurity. Vendor shall implement and maintain administrative, technical, and physical safeguards that meet or exceed generally accepted industry standards to protect all City information. Vendor shall notify the City within twenty-four (24) hours after discovering any actual or suspected unauthorized access, disclosure, or security incident affecting City information. Vendor shall cooperate fully with the City's investigation and remediation efforts and shall bear all reasonable costs arising from any breach caused by Vendor's negligent or wrongful acts.

33. 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.

34. 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.

35. 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.

36. 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 Vendor recommend further work concerning the project, the City is under no obligation to engage the Vendor in such work.

37. 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.

38. Iran Economic Sanctions Act. The Vendor 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:

CITY OF TRAVERSE CITY

Benjamin Marentette, City Manager

By _____
Amy Shamroe, Mayor

APPROVED AS TO FORM:

By _____
Sarah Lutz, City Clerk

Daniel Kelly, City Attorney

VENDOR

By _____

Signature

Name and Title (print or type)

SCOPE OF SERVICES

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

SAMPLE

SCHEDULE OF PAYMENTS

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

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

TIMETABLE FOR ACTIVITIES

The Vendor'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 Vendor's Proposal/Bid attached hereto and incorporated herein by reference.

Services shall be completed not later than _____.

SAMPLE