



April 24, 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 **Friday, May 15, 2026, at 10:00 a.m.** for the following:

Cleaning Services for the City of Traverse City

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 and RFPs are posted by sending an e-mail requesting same to ksheridan@traverscitymi.gov.

The City of Traverse City reserves the right to accept or reject any or all bids, waive irregularities, and to accept the bid either on an entire or individual basis that is in the best interest of the City. The City accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder. Only the successful Bidder will be notified.

You must indicate on the outside of the sealed envelope that the bid is for "**Cleaning Services.**" 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, emailed bids **will be** accepted. Please indicate in the subject line of your email that you are submitting a "Sealed Bid" together with the bid description, "Cleaning Services", and submit your emailed bid to tcmanage@traverscitymi.gov **before Friday, May 15, 2026 at 10:00 a.m.**

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 Michelle Hunt or Chris Olsen, Parks & Recreation Department, at (231) 922-4900, Ext. 114 between the hours of 9 a.m. – 4 p.m., before the bid is submitted.

PLEASE SUBMIT BID TO: Kim Sheridan, Purchasing Agent
 400 Boardman Avenue, 2nd floor
 Traverse City, MI 49684
 tcmanage@traverscitymi.gov

**SPECIFICATIONS FOR GENERAL CLEANING
CITY OF TRAVERSE CITY**

INTENT

The City of Traverse City is seeking bids for a three-year period starting July 1, 2026 and ending June 30, 2029 and to reserve the option for renewal of this bid, mutually agreed upon by both parties, for a period of up to three (3) additional renewable contracts in (1) one-year increments with **one or more** qualified cleaning services. Draft Vendor Agreement Attached.

The City intends to receive bids from qualified cleaning services for cleaning eight (8) City Park restrooms, Clinch Park Marina Building and Pavilion, Carnegie Building, Hickory Hills Lodge and Maintenance Building Restroom, Oakwood Cemetery Office and Maintenance Building Restroom and Break Room, Department of Public Services (DPS) building, Water/Sewer Maintenance, Park Street Public Restroom, 520 W. Front Street, Hardy Parking Structure and Old Town Parking Structure.

It is the intent of these specifications for an individual, a group of individuals, or a company/service to assume the responsibilities of cleaning internally and around the surrounding areas of each of these facilities.

The City intends to select bids on the basis of:

1. Qualifications
2. Ability
3. Relevant experience
4. Type and amount of necessary equipment
5. Highest financial benefit to the City
6. Operation best suited to provide services desired
7. Possession of proper required insurance, licenses, permits, etc.
8. Other pertinent factors it may deem necessary

BIDS

Vendors submitting bids shall complete each item of the bid and return the enclosed "Bid Summary Sheet" by the deadline listed. The requirements of this bid shall be construed to be minimum. All items and labor necessary to service the Department of Public Service Building, Parks, Oakwood Cemetery, Hickory Hills, Carnegie Building, Marina, Water/Sewer Maintenance and Parking Services but not specifically mentioned in these bids shall be construed to be furnished by the Vendors.

ACCEPTANCE OF BID CONTENT

All bids will be reviewed by representatives of the City of Traverse City. The content of the bids and the submitted bid will become contractual obligations should the bid be accepted. The City reserves the right to request information from any Vendor submitting a bid without such contact indicating acceptance.

The City reserves the right to accept, or reject, any and all bids, negotiate differences, and to accept the proposal deemed to be in the best interest of the City of Traverse City.

If selected, the Vendor will be required to enter into a contract with the City for this work. All requirements of the contract must be met.

SILENCE OF BID

The apparent silence of any portion of this bid and any supplemental requirements as to any details or the omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All services are to be first quality. All interpretations of bid shall be made upon the basis of this statement.

SUBMITTAL OF BIDS

Each bid should be prepared simply and should provide straightforward language in the "BID SUMMARY SHEET." Contracting firms interested in contracting with the City of Traverse City for Cleaning Services should submit a copy of their bids containing:

1. Proof of all insurance as stated under INSURANCE, at least two weeks prior to start of operations.
2. References as listed under REFERENCES. Bids will not be accepted without references.
3. Completed Bid Summary Sheet

EXTRA/HIDDEN CHARGES

Bid price has to reflect the true billing costs through the invoices received. There will be no hidden charges such as fuel costs or surcharges, environmental special fees, etc. billed to the City. Once the bid price is submitted on the "Bid Summary Sheet", no cost fluctuations on the monthly invoices received by the City will be accepted.

SCHEDULE OF PAYMENT TO VENDOR

It is the Vendor's responsibility to present one itemized invoice for each Department (i.e., Parks and Recreation, Traverse City Parking Services, Oakwood Cemetery, Department of Public Services (Garage), Hickory Hills, Carnegie and Marina) to the City Treasurer's Office each month for services, email ap@traversecitymi.gov.

Payment shall be made within thirty (30) days of satisfactory completion of the work. The City may withhold payment in whole or in part for:

- a) Defective work not remedied, or
- b) Damage to City property, or
- c) Failure to obtain or maintain proper permits and insurance

Upon unsatisfactory service, the Contractor shall be notified, and unless corrections are immediately completed within eight (8) hours, liquidated damages in the amount of \$20.00 per separate daily occurrence per issue shall be paid by the Contractor and a credit shall be noted by the Contractor on the monthly invoice. Such liquidated damages shall not be considered a penalty and shall not be exclusive of any other remedy the City may select.

The Contractor will also deduct, from the monthly invoice, one day cleaning fee, for each facility left unlocked.

The City's standard practice is to prepare checks for the payment of invoices received, on Thursday of each week.

COMPLACENCY

The Contractor MUST realize that even though this contract runs for a period of three (3) years, with the possibility of (3) one-year extensions, it is not in the best interest to become complacent in the duties of cleaning. If the City notices complacency in the duties of the Contractor, a check list, as stated before, will become mandatory for the Contractor to complete and hand in daily to the City.

EXAMINATION OF THE WORK

Prior to submission of the bid, the Contractor/Vendor will be required to do a mandatory walk through of each of the properties to be cleaned on May 6, 2026, starting at 9:00 a.m.

SUBCONTRACTING

The Contractor will be required to assume full responsibility for all services outlined in this bid. None of the Contractor's duties under the contract shall be subcontracted or transferred. If the Contractor sells his/her business, during the duration of the contract, the contract becomes nullified.

SAFETY ON CITY PREMISES

The Vendor is expected to properly train all persons engaged in performing work under this bid. Compliance with MIOSHA standards and regulations is mandatory. Worker violations of these standards, and fines, are the responsibility of the Vendor. All required personal protective safety clothing, footwear, eye and ear protection, equipment and gear, is the sole responsibility of the Vendor. Vendor shall ensure that all employees under Vendor's jurisdiction are dressed in proper safety attire while on City property.

KEYS

The Contractor will be given a key/proxy card for each of the entrance doors. KEYS ARE NOT TO BE DUPLICATED BY THE CLEANING SERVICE. NO EXCEPTIONS. The Contractor may request, in writing, from each of the Superintendents, additional keys only if it is an emergency, and the cost of those keys will be deducted from the monthly bill. If keys are lost or stolen, and the Contractor cannot locate lost or stolen keys within a 24-hour period, Contractor MUST notify City personnel immediately after the 24-hour period to start the process of replacing all door locks and keys with different lock cylinders and matching keys. The Contractor will also be responsible for the service cost of replacing all keys and locking cylinders to all doors in all departments that are required in the RFP to be cleaned. If Proxy Card a \$25 charge will be incurred.

It is the responsibility of the Contractor to keep the facilities secure during the cleaning process and after you leave by **locking all doors**. NO visitors, friends, family members, children, etc. are allowed to accompany you or your cleaning agency and will not be admitted into these facilities for any reason. ONLY QUALIFIED, INSURED PERSONNEL ARE ALLOWED INTO THESE FACILITIES.

All entrances used must be locked and secured before leaving the work site. If entrances are not secured and any theft or vandalism occurs, the Contractor shall be responsible for full replacement value on any loss/vandalism resulting from the Contractor's, or his/her employees', failure to secure the building(s).

GENERAL REQUIREMENTS AND RESPONSIBILITIES

The selected Vendor will be required to assume responsibilities for all services listed in this bid, whether or not the Vendor produces them. Further, the City will consider the selected Vendor to be sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. This operation cannot be, in any part, subcontracted out.

The Vendor shall furnish all necessary fuel, supplies, safety devices and equipment, and employ competent labor to satisfactorily and acceptably perform all phases of the work covered in the terms of these requirements.

All work performed shall be in strict accordance with all well-known established practices and standards recognized by cleaners. The Vendor is expected to perform cleaning services for the entire contract period.

SCOPE OF SERVICES

Requirements for specific cleaning hours are indicated in the facilities list below. Access to each facility will be noted on floor plan. Floor plan to be issued after bid award.

A local representative from the Contractor's company is to report, in person, to each facility for a pre-season (March or April) and post season (September or October) meeting. Not participating in this requirement may be deemed as refusal to work and may be subject to termination of the Contract.

The Contractor is required to provide a daily task check list. The list must be displayed at location noted on floor plans (provided after contract award) so City can monitor work. After checking the work, suggestions may be made on how to update or improve the work performed.

Holidays Exclusion: For any facility identified as "except holidays as listed" (refer to the facilities list), no services shall be performed on the following "holidays":

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

CLEANING EQUIPMENT AND SUPPLIES

The Contractor shall provide all cleaning equipment and supplies used during the duration of this contract. Equipment must be in good working order, free of any electrical or other known hazards, and be clearly identified as belonging to contractor. Arrangements may be possible onsite for limited storage at each location.

Necessary tools and equipment for efficient cleaning operation, include:

- cleaning equipment
- cleaning supplies

- disinfectant
- paper towels
- paper towel dispensers
- toilet paper dispensers
- hand soap dispensers etc.

TRAVERSE CITY PARKING SERVICES WILL SUPPLY: TOILET PAPER, TOILET PAPER DISPENSERS, PAPER TOWEL, PAPER TOWEL DISPENSERS, HAND SOAP, HAND SOAP DISPENSERS AND WASTEBASKET/TRASH CAN LINERS. **CONTRACTOR WILL SUPPLY ALL OTHER NECESSARY CLEANING SUPPLIES.**

Chemical Requirements

The contractor will provide all chemicals for use during the duration of the custodial contract. Arrangements can be made for limited on-site storage at some locations.

Contractor must:

1. Provide verification that all chemicals meet the green seal standards and requirements.
2. Provide product samples for approval prior to use within the City buildings.
3. Maintain a list of all certified cleaners / disinfectants in use at each location.
4. Maintain Safety Data Sheets (SDS) for each cleaner / disinfectant stored or in use at each City building.
5. Maintain enough stock to ensure that there is no interruption in cleaning / disinfecting procedures.

Consumable Supplies

The contractor shall supply and restock daily the following consumable items in each facility:

- toilet paper
- paper towels
- urinal fresheners
- wastebasket liners
- trash can liners
- hand soap
- air fresheners

Dispensers

Existing dispensers are currently installed in the facilities and will remain in place. The Contractor shall be responsible for ensuring that all supplied consumable products are compatible with the existing dispensers.

If the Contractor elects to use products that are not compatible, the Contractor shall be responsible, at its own expense, for providing and installing compatible replacement dispensers.

The Contractor shall also be responsible for the repair or replacement of any dispensers that become damaged, inoperable, or broken during the term of the contract, at no additional cost to the Owner.

FACILITIES

All facilities to be cleaned are listed below: EQUAL EMPHASIS WILL BE PLACED ON APPEARANCE AND CLEANLINESS OF BOTH THE INSIDE AND OUTSIDE SURROUNDING AREA OF EACH FACILITY. The surrounding area is defined as the entrance patio or approach area to each restroom or laundry entrance. The outside surrounding areas average approximately 10 to 15 feet from the entrance doors.

DEPARTMENT OF PUBLIC SERVICES 625 Woodmere Ave 5 nights/week (Monday – Friday - except holidays as listed)	10,004 sq. ft. Cleaning hours: 4:00pm – 11:00pm
CARNEGIE 322 Sixth St 1 night/week (Wednesday)	9932 sq. ft. Cleaning hours: 6:00pm – 11:00pm
OAKWOOD CEMETERY OFFICE 1720 Hannah Ave 1 night/week (Wednesday)	902 sq. ft. Cleaning hours: 6:00pm – 11:00pm
OAKWOOD CEMETERY MAINTENANCE BLDG. 1800 Hannah Ave 1 night/week (Wednesday)	832 sq. ft. Cleaning hours: 6:00pm – 11:00pm
520 W. FRONT STREET BUILDING 520 W. Front St 5 nights/week (Monday – Friday - except holidays as listed)	6,762 q. ft. Cleaning hours: 6:00pm – 11:00pm
WATER/SEWER MAINTENANCE - BUILDING 604 Hannah Ave 2x per week (Tuesday and Thursday)	2,040 sq. ft. Cleaning hours: 5:00 pm – 11:00 pm

WATER/SEWER MAINTENANCE – TRUCK BARN 1070 sq. ft.
602 Hannah Ave Cleaning hours: 5:00 pm – 11:00 pm
2x per week (Tuesday and Thursday)

MARINA HARBOR MASTER BLDG. 4623 sq. ft.
111 Marina Dr Cleaning hours: 12:00am – 6:00am
7 nights/week May 1st – September 30th (including holidays)
1 nights/week October 1st – April 30th (Wednesday) excluding holidays
2x daily Cherry Festival Late June – mid July (times to be determined by City staff)

Restroom Spray Treatment
6 times per season all bathrooms

PARK BATHROOMS see below - sq. ft.
Various (see below) Cleaning hours: 10:00pm – 6:00am
7 nights/week the end of April – October 31st (including holidays)
Special Events (see special events section)

Restroom Spray Treatment

6 times per season all bathrooms

Park Bathrooms Extra Weekend Cleaning

A second cleaning for five (5) Park’s bathrooms - West End, RB, Clinch, Bryant, East Bay - from mid to late June through Labor Day weekend, shall be performed during the day between the hours of 1:00 p.m. and 5:00 p.m. on Saturdays, Sundays, and Labor Day Monday. The Contractor will be notified when to start the weekend cleanings.

Bryant Park 2593 sq. ft.
1101 Peninsula Dr

Clinch Park 1143 sq. ft.
180 Marina Dr

East Bay Park 638 sq. ft.
151 S East Bay Blvd.

Hull Park 2531 sq. ft.
606 Hannah Ave

RB Bathrooms 180 sq. ft.
240 W Grandview PKWY

Slabtown Corner 701 Wayne St	960 sq. ft.
West End Bath House 716 Grandview PKWY	220 sq. ft.
HICKORY HILLS – MAINT. BUILDING 2000 Randolph 7 nights/week Dec 1 st - March 31 st (including Holidays) 1 night/week April 1 st – Nov 30 th (Wednesday)	320 sq. ft. Cleaning hours: 10:00pm – 6:00am
HICKORY HILLS LODGE 2000 Randolph 7 nights/week Dec 1 st - March 31 st (including Holidays) 1 night/week April 1 st – Nov 30 th (Wednesday) Special Events Extra Cleaning April 1 st – Oct. 31st	6892 sq. ft. Cleaning hours: 10:00pm – 6:00am Cleaning hours: 12:00am – 6:00am
PARK STREET RESTROOMS 113 Park St. 7 nights/week May 1-October 31 (including holidays) 1 night/week November 1-April 30 (Monday) 2x daily Cherry Festival Late June – mid July (times to be determined by City staff) Special Events (see special events section)	400 sq. ft. Cleaning hours: 9:00pm – 7:00am
HARDY PARKING STRUCTURE 303 E State Street	see below - sq. ft.
Tenant Hallway Rear of Suite A/B & Suite C 7 nights/week Year-round (including holidays)	126 sq. ft. Cleaning hours: 9:00pm – 7:00am
Tenant Hallway Restrooms Rear of Suite A/B & Suite C 7 nights/week Year-round (including holidays)	approx. 200 sq. ft. Cleaning hours: 9:00pm – 7:00am
Parking Services Office State Street, SE Pedestrian tower 2 weekday nights/week Year-round (excluding holidays) (Monday & Wednesday)	approx. 750 sq. ft. Cleaning hours: 1:00pm – 9:00pm
Field Services Office	approx. 350 sq. ft.

- Traverse City Parking Services
Nicole VanNess
231-486-5938
nvanness@traversecitymi.gov
- Sewer/Water Maintenance Building
Justin Roy
231- 922-4923 Ext. 2
jroy@traversecitymi.gov

SPECIAL EVENTS AND FESTIVALS ADDITIONAL CLEANING SCHEDULES

During special events such as the National Cherry Festival, Fireworks, Friday Night Live, Arts & Crafts Fairs, Downtown Light Parade and other major events or festivals, additional daytime/nighttime cleaning may be required, in addition to the regular nightly cleaning schedule. Not all special events are scheduled before the season starts; however, the City of Traverse City will work closely with the Contractor to ensure that adequate notice will be given for each upcoming event that may require extra cleaning. This will vary from one to five restrooms to be cleaned per special event. The Contractor will be notified as to which restrooms to clean. Upon this notification from the City, it is then the responsibility of the Contractor to monitor these facilities during these special events, making sure supplies are abundant, areas are free of debris, and that all areas are cleaned.

HICKORY HILLS SPECIAL EVENTS

Hickory Hills will be open for special events April through October. Not all special events are scheduled before the season starts; however, the City of Traverse City will work closely with the Contractor to ensure that adequate notice will be given for each upcoming event that may require extra cleaning. The Lodge will require post event cleaning.

DAMAGE DONE TO FACILITIES BY CONTRACTOR

The Contractor shall be responsible for any damage done while cleaning on City property. Anything broken or damaged must be reported within eight (8) hours to the specified Facility Contact. Damaged areas or items must be repaired within twelve (12) hours. Failure to comply could result in termination of the contract. See list of facility contacts to report damage under Location Section.

VANDALISM

Any and all vandalism must be reported either by phone, e-mail, or in person to the appropriate contact person by the morning of the next business day. Report the following:

- A. Type of vandalism.
- B. Time/date that vandalism was noticed.
- C. Location of where vandalism occurred.
- D. Submit a digital photo of the vandalism to the appropriate contact person.

IF IT'S AN EMERGENCY, CALL 995-5150 or 911 FIRST. Examples of an emergency may be fire, toilet or sink destroyed, etc. The City of Traverse City or Traverse City Parking Services will then file police reports, so information obtained by the Contractor should be precise and objective.

LOST AND FOUND

All lost and found items **MUST** be turned into the city (625 Woodmere Ave). Lack of cooperation from the Contractor may be a cause for termination of contract.

SMOKING

By City ordinance, smoking is prohibited within 15 feet of any public building or in any City park. All buildings the Contractor will be cleaning are subject to this ordinance. No smoking is allowed, inside or outside the buildings, or in any City park.

TECHNICAL CLEANING SPECIFICATIONS

Services are to include the following:

DAILY TASKS

Removal of Trash and Recyclable Material

1. Empty all trash (and replace liners) in and outside of each building, floor, and division including containers in rest rooms, cafeterias and break rooms, meeting rooms, hallways, entrance areas, facility premises, parks, and common areas daily.
2. Empty all recyclable bins in each building, floor, and division and dispose of in appropriate recyclable dumpster.

Disinfecting and Sanitizing

1. Toilets, urinals and tile showers. Toilets and urinals must be cleaned and disinfected inside and out, under basin, to the floor and around base at floor. **NO URINE STAINS OR RESIDUE ARE TO BE LEFT IN TOILET BOWLS, OR IN FRONT OF URINALS.**

2. All items hanging on, or from, the restroom/locker room walls (i.e., partitions, mirrors, paper holders, hand dryers, soap dispensers).
3. Sinks –Pay particular attention to areas around and under faucets. No residue is to remain around faucets.
4. Microwaves
5. Eye wash stations
6. Drinking fountains
7. Clean all entrance hardware daily.
8. Clean all glass and mirrors including entrance doors daily.
9. Clean all tabletops (including picnic tables) in lunchrooms and meeting rooms daily.
10. Urinal fresheners must be replaced before completely depleted.

Graffiti Removal

All non-offensive graffiti shall be removed promptly using appropriate cleaning supplies. If graffiti of a more offensive nature is discovered, the building contact must be notified immediately. You will be required to take pictures of certain graffiti types as directed by City Staff.

Floor Care

Floor care shall consist of picking up rugs, vacuuming, sweeping, or mopping and replacing rugs. All areas are to be cleared of dirt, debris or other hazards daily.

1. Complete floor care for general areas including hallways, entrances, rest rooms, and other high traffic areas daily.
2. Complete floor care for offices and low traffic areas at least weekly, or more frequently based on condition.
3. Complete floor care for internal stairways at least weekly, or more frequently, depending on condition.
4. Sweep inside entrance areas daily.
5. Complete stain removal and remove messes from flooring daily as needs occur.

Building Security and Energy Usage

1. Ensure all lighting has been turned off.
2. Ensure all windows and interior doors are secured.
3. Ensure all entrance doors have been locked and secured.
4. Ensure all gates have been locked and secured.

WEEKLY GENERAL CLEANING

1. Dust and remove cobwebs, bugs, etc. Ensure general areas, light fixtures, vents, ceilings, counter tops, handrails, baseboards, both sides of doors, walls, rest rooms, partitions,

windowsills, and other areas are clear of dust, dirt and grime buildup, cobwebs, bugs, writing, graffiti. No bugs should show through from inside the lights.

2. Report ant/bug infestation by the following business day to the listed building contact.
3. Provide routine cleaning services for office areas, including dusting and cleaning of accessible horizontal and vertical surfaces such as desks, tables, shelving and other non-electronic furnishings in accordance with the following:
 - a. Excluded Items: Under no circumstances shall the Contractor clean, dust, handle, or otherwise disturb the following:
 - Computers, monitors, laptops, docking stations, keyboards, mice, or other electronic equipment.
 - Cables, wiring, or connected peripherals.
 - Personal or work-related materials, including but not limited to papers, files, folders, binders, or similar items located on work surfaces.
 - b. Surface Accessibility Standard: Cleaning of desks and work surfaces shall be performed only on areas that are clearly visible and unobstructed. Any surface containing papers, files, folders, equipment, or other materials shall be deemed inaccessible and excluded from cleaning.
 - c. Prohibition on Movement of Items: The contractor shall not move, rearrange, lift, or otherwise handle any items on desks or work surfaces for the purpose of cleaning, unless expressly authorized in writing by the City.
4. All entrance doors, entrance eaves, sidewalks, and general surrounding area must be cleaned so that no sand, litter, cigarette butts, bugs, cobwebs, etc. are left. Nothing must accumulate in or around these areas. The "surrounding area" is considered approximately 10 feet from facility.
5. Report to Facilities Management any items needing repair including the exact location and a description of the problem. This includes plumbing, electrical, heating / cooling services, or other items noticed during routine custodial services.
6. After cleaning, use a germicidal spray treatment covering the entire restroom (including all partitions, sinks, countertops, floors, doors, fixtures, vents, walls, etc.) that will leave a pleasant odor, weekly.
7. Replenish paper products, soap, and supplies daily as needed. Ensure there is enough stock to last until the next scheduled replenishing, leaving enough stock for

replacement.

ON-CALL SERVICES

1. Provide services when called upon as needs arise such as for overflowed toilets, toilets that need plunging, spill clean-up, or other custodial needs that require immediate attention.
2. Provide services for events and shows as needed.
3. Provide emergency service, at no additional fee, for unforeseen circumstances including during non-business hours.

ADDITIONAL SERVICES

Additional services for floor care such as carpet cleaning, stripping and waxing, to be considered as an additional cost. Equipment for the completion of these duties will be the responsibility of the successful bidder. To be scheduled with each facility contact.

The cost basis for the additional duties will be listed separately on the attached bid form.

1. Carpet cleaning is anticipated **twice** per year for high traffic areas – hallways and entrances.
2. Carpet cleaning is anticipated **once** per year for general areas as requested – offices, meeting rooms, etc.
3. Stripping and waxing services for ceramic and/or vinyl are anticipated **three** times per year for high traffic areas– restrooms, locker rooms, hallways, and tiled entry ways - with a machine buffer (ie: power scrubber and power edger). Make sure all materials are removed from corners before beginning cleaning, disinfecting and waxing/sealing with a non-slip high gloss floor finish product. Special attention must be paid to dirt and grime around moldings, stall pillars, toilets and corners. No residue is to remain.
4. Wet Scrub - An application of a cleaning solution by using a mechanical scrubber.
5. Restroom Spray Treatment – high pressure disinfectant method to remove soils, odors, stains and bacteria.

“Weekly or Monthly Cleaning” shall indicate a more thorough cleaning using products that strip away the polish and chemicals that have been used during regular cleaning. Items listed to clean are not all-inclusive.

“CLEAN” indicates: To make an object or room free from dirt and/or free from foreign matters.

“DISINFECT” indicates: A chemical (such as a quaternary disinfectant – hospital grade disinfectant) that is used on surfaces that destroys or inhibits growth of a wide range of harmful organisms or harmful pathogens.

STAFFING REQUIREMENTS

1. Maintain adequate staff to ensure high quality custodial services. Contractor personnel must be able to speak English, communicate clearly and follow written directions and have a clear understanding of directions for chemical application.
2. Provide verification for the number of employees on the company payroll with preference being at least 25 employees on active payroll for the past three years.
3. Provide verification for years in business – preference being 10 or more years.
4. Provide proof of insurance and bonding as required for contractual obligations.
5. Have an on-site supervisor / point of contact. This individual must be accessible by cell phone during working hours for the custodial services.
6. Provide verification of emergency response / management availability is available on a 24/7 basis for call-in service.
7. Provide details to ensure employee time keeping / hours of work – per location.
8. Provide an up-to-date list of employees, including verification of security clearance for employees performing work for this contract.
9. Ensure that each employee is uniformed with company identification – including name tag – while performing work for the City.
10. Maintain a daily check list for services provided at each facility and by whom.

It shall be the responsibility of the contractor to ensure that their employees meet all health and safety requirements imposed by law. This shall include all safety equipment and training required for completion of custodial services. Contractor shall provide the City with a documented initial and ongoing staff safety and procedural training program and procedural documentation to be followed by Contractors employees.

Contractor employees shall refrain from using any City equipment, including but not limited to phones, copiers, and fax machines.

Contractual custodial staff must not be impaired by use of alcohol or drugs while completing custodial services. The City reserves the right to dismiss a contractual employee suspected of being under the influence scheduled to perform custodial services.

INQUIRIES

It is the responsibility of each participating Vendor to ensure that their interpretation of the specifications in this bid is consistent with that of the city.

Please direct any questions concerning these specifications to Michelle Hunt at 231-922-4900 Ext. 114 between the hours of 8:00 a.m. and 3:00 p.m. weekdays.

TWO (2) COPIES OF A SEALED BID CLEARLY MARKED "CLEANING" MUST BE RECEIVED AT THE FOLLOWING LOCATION NO LATER THAN FRIDAY, MAY 15, 2026 AT 10:00 A.M., OR EMAILED TO TCMANAGE@TRAVERSECITYMI.GOV

Kim Sheridan, City Manager's Office
2nd Floor, Governmental Center
400 Boardman Avenue, Traverse City MI 49684

Only the successful Contractor will be notified. If you so desire, you may call for results.

Bidder - Please complete and return

BID SUMMARY
Sheet A

TITLE: **Cleaning Services for the City of Traverse City**

DUE DATE: **May 15, 2026 at 10:00 A.M.**

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

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

Bidder understands and agrees, if selected as the successful Bidder, to accept a Purchase Order/Service Order/Contract and to provide proof of the required insurance.

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

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

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

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

(d) attempting to influence a public employee to breach ethical conduct standards;
or

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

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

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

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

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

BID: THE CITY OF TRAVERSE CITY WILL HAVE THEIR FACILITIES CLEANED ACCORDING TO THESE SPECIFICATIONS FOR A PERIOD OF THREE YEARS WITH THE POSSIBILITY OF (3) ONE YEAR EXTENSIONS AT THE COST OF:

PARK BATHROOMS

End of April – October 31 st 7 nights per week (including holidays)	Total Per Day	\$ _____
Mid – June through Labor Day weekend 2x daily (Saturday, Sunday, & Labor Day Monday)	Total Per Day	\$ _____
Special Events Per Day Per Bathroom Building	Total Per Day	\$ _____
Wet Scrub	Per Treatment	\$ _____
Restroom Spray Treatment	Per Treatment	\$ _____

MARINA

May 1 st – September 30 th (including holidays) 7 nights per week	Total Per Day	\$ _____
October 1 st – April 30 th 1 nights per week (Wednesday)	Total Per Day	\$ _____
Cherry Festival (late June – mid July) 2x daily extra cleaning	Total Per Day	\$ _____
Floor strip/wax	Total Per Cleaning	\$ _____
Wet Scrub	Per Treatment	\$ _____
Restroom Spray Treatment	Per Treatment	\$ _____

DEPARTMENT OF PUBLIC SERVICES BUILDING

5 nights per week (Monday through Friday)	Total Per Day	\$ _____
Floor strip/wax	Total Per Cleaning	\$ _____
Carpet cleaning	Total Per Treatment	\$ _____
Wet Scrub	Total Per Treatment	\$ _____

CARNEGIE BUILDING

1 night per week	Total Per Month	\$ _____
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520 W. FRONT STREET BUILDING

5 nights per week (Monday through Friday)

Total Per Day \$ _____

Carpet cleaning

Total Per Treatment \$ _____

HICKORY HILLS - MAINT. BUILDING

December 1 – March 31

7 nights per week (including Holidays)

Total Per Day \$ _____

April 1 – November 30

1 night per week

Total Per Day \$ _____

HICKORY HILLS LODGE

Ski Season: December 1 – March 31

7 nights per week (including Holidays)

Total Per Day \$ _____

Non-Ski Season: April 1 – November 30

1 night per week

Total Per Day \$ _____

April 1 – October 31

Post-event cleaning

(Based on Event Schedule)

Total Per Day \$ _____

OAKWOOD CEMETERY

1 night per week

Total Per Day \$ _____

TRAVERSE CITY PARKING SERVICES

TRAVERSE CITY PARKING SERVICES WILL SUPPLY: TOILET PAPER, TOILET PAPER DISPENSERS, PAPER TOWEL, PAPER TOWEL DISPENSERS, HAND SOAP, HAND SOAP DISPENSERS AND WASTEBASKET/TRASH CAN LINERS. **CONTRACTOR WILL SUPPLY ALL OTHER NECESSARY CLEANING SUPPLIES.**

PARK STREET RESTROOMS

May 1 – September 30 7 nights per week (including holidays)	Total Per Day	\$ _____
Winter Schedule: October 1 – April 30 (1 night cleaning)	Total Per Day	\$ _____
Cherry Festival Per Day (Extra Cleaning) (8 days, 2 times per day) Usually late June through mid-July (Time to be determined by facility contact)	Total Per Day	\$ _____
Special Events	Total Per Day	\$ _____

HARDY PARKING STRUCTURE

TENANT HALLWAY 7 nights (including Holidays)	Total Per Day	\$ _____
Wet-scrub 1x monthly	Total Per Month	\$ _____
TENANT HALLWAY RESTROOMS 7 nights (including Holidays)	Total Per Day	\$ _____
PARKING SERVICES OFFICE 2 x per week (excluding Holidays)	Total Per Day	\$ _____
FIELD SERVICES OFFICE 2 x per week (excluding Holidays)	Total Per Day	\$ _____

OLD TOWN RESTROOMS

May 1 – September 30 3 x week (including Holidays)	Total Per Day	\$ _____
Winter Schedule: October 1 – April 30 (1 night cleaning) 1 x week	Total Per Day	\$ _____
Cherry Festival Per Day (Extra Cleaning) (8 days, 2 times per day) Usually late June through mid-July	Total Per Day	\$ _____

(Time to be determined by facility contact)

Special Events TBD

Total Per Day

\$_____

Bidder may choose to bid in partial or in whole and the City reserves the right to accept or deny any part of the bid. Bidders are encouraged to bid in partial and whole.

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

How many years has your organization been involved in the cleaning and maintaining of restrooms, industrial spaces and office spaces?

Please provide a statement of the Contractor's previous experience and professional qualifications:

Specify any items not possible to accomplish within the above specifications:

List the companies for which your organization has provided cleaning services.

(Include name of organization, address, contact person, phone number, email address and length of time services have been performed).

1. Company Name & Address: _____
Contact Person: _____ Phone Number: _____
E-Mail Address: _____ Length of Service: _____

2. Company Name & Address: _____
Contact Person: _____ Phone Number: _____
E-Mail Address: _____ Length of Service: _____

3. Company Name & Address: _____
Contact Person: _____ Phone Number: _____
E-Mail Address: _____ Length of Service: _____

3. Company Name & Address: _____
Contact Person: _____ Phone Number: _____
E-Mail Address: _____ Length of Service: _____

DRAFT

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 Ave., 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:

**Cleaning Services
(Parks, Hickory Hills, Oakwood Cemetery, Marina, DPS Building, Carnegie, Traverse City Sewer & Water Building 502 W. Front St. and Traverse City Parking Services)**

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.

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.

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. Electronic file copies

of drawings will not contain the Vendor's seal or the identification of the Vendor in the title block.

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

CITY OF TRAVERSE CITY

By _____
Amy Shamroe, Mayor

By _____
Sarah Lutz, City Clerk

VENDOR

By _____
Signature

Name and Title (print or type)

APPROVED AS TO SUBSTANCE:

Benjamin C. Marentette, City Manager

APPROVED AS TO FORM:

Lauren Tribble-Laucht, City Attorney