

## NOTICE

Thank you for your inquiry regarding the City of Portage project listed below:

### Portager Newsletter Printing Services

If your firm plans to bid on this project, please send an e-mail response to [purchasing@portagemi.gov](mailto:purchasing@portagemi.gov) with the following information:

Firm Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Firm's Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

The City of Portage Purchasing Department will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.

Date of Issue: August 23, 2013

REQUEST FOR PROPOSALS  
*PORTAGER NEWSLETTER PRINTING SERVICES*

The City of Portage invites interested Firms to submit information regarding their experience, qualifications, and fees to print 23,000 monthly *Portager* newsletters six times per year.

The information submitted, including experience, qualifications, fee schedule, and information requested as a part of this Request for Proposal will be reviewed for the purpose of selecting a Firm to provide the requested services in accordance with the enclosed specifications. Favorable pricing will be one element of the selection process, the experience of the Firm, references, completeness of the level of service proposed, and timeliness of service proposed by the Firm will also be significant factors in award of this contract.

The City of Portage reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, or take what other action is appropriate as determined by the City to be in the best interest of the City.

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website [www.portagemi.com/government](http://www.portagemi.com/government). Bid packages will also be mailed upon request.

Questions regarding the scope of work and specifications may be directed Mary Beth Block, Assistant to the City Manager at (269) 329-4405. Questions pertaining to the selection process, insurance requirements, or other procedural requirements should be directed to the Purchasing Department at (269) 329-4534.

Proposals may be mailed or delivered to the City of Portage Purchasing Department, 7900 South Westnedge Avenue, Portage, Michigan 49002. Sealed envelopes should be plainly marked:

REQUEST FOR PROPOSAL: *Portager Newsletter Printing Services*

CLOSING DATE AND TIME: 3:00 p.m., Wednesday, September 18, 2013

PROPOSAL INDEX  
*PORTAGER NEWSLETTER PRINTING SERVICES*

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Attachments:  
Draft Contract

# 1 CITY OF PORTAGE INSTRUCTIONS FOR PROPOSAL SUBMISSION

## 1.1 Examination of Request for Proposal Documents

Before submitting a proposal, the Firm shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.

## 1.2 Withdrawal of Proposals

Any Firm may withdraw its proposal, either personally, by facsimile or by letter, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of one hundred and twenty (120) days after the closing date.

## 1.3 Opening of Proposals

Proposals will be opened and evaluated as soon as practical after the closing date and time set forth in cover page.

## 1.4 Proposal Form

1.4.1 Whenever forms are provided, each proposal shall be made on the form provided and, except for proposals submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the Firm, and shall be signed by an individual authorized to execute the proposal on behalf of the Firm. The requested extra copies must be submitted with the original proposal.

1.4.2 Modifications: Alternate written proposals submitted may be considered; however, final determination as to suitability and compliance with specifications of the City will lie with the City. It is recommended that if an alternate proposal is to be suggested that the firm provide both a proposal that meets all specifications and any alternate proposals. In this way the Firm can have its alternate considered, but if the alternate is not acceptable the proposal meeting specifications can still be considered.

1.4.3 Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the Request for Proposals. It is the sole responsibility of the Firm to see that its proposal is received in the proper time. Any proposals received after the closing date and time will be returned unopened.

## 1.5 Proposals Submitted Via Facsimile Equipment

Proposals may be submitted via facsimile equipment to (269) 324-9284 in the following manner.

1.5.1 Transmittal page must be plainly marked:

“Proposal \_\_\_\_\_ for  
opening \_\_\_\_\_.”

Proposal Name

Date

1.5.2 When bids are submitted via facsimile equipment, both the original document and the facsimile printout are considered counterpart originals.

1.5.3 The Firm assumes all responsibility for errors due to illegibility, omission, or any other action(s) or inaction(s) whatsoever, pertaining to the receipt of the City by a proposal submitted via facsimile equipment.

1.5.4 In electing to use the facsimile option, the Firm assumes full responsibility for any and all errors, omissions, or mistakes that result in a proposal not being submitted in a timely manner, whether or not the mistake was the fault of the Firm.

1.6 Non-Discrimination

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper’s Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person’s hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person’s height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

1.7 Insurance

1.7.1 Worker's Compensation Insurance - Covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Worker's Compensation Act.

1.7.2 Comprehensive General Liability Insurance:

Bodily Injury - at least \$1,000,000/occurrence

Property Damage - at least \$1,000,000/occurrence

Personal Injury - at least \$1,000,000/occurrence

1.7.3 Motor Vehicle Liability Insurance:

Bodily Injury - at least \$1,000,000/occurrence

Property Damage - at least \$1,000,000/occurrence

Personal Injury - at least \$1,000,000/occurrence

The City of Portage, its agents, elected officials, and employees, shall be included as additionally named insured with respect to general liability policies herein which shall be indicated on all applicable certificates of insurance. The contractor's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.

The insurance Certificates indicated above shall carry a written of cancellation and shall be submitted within ten (10) working days of notification of award and prior to the execution of any work under this contract.

It shall be the responsibility of the Firm to ensure that each subcontractor utilized by the Firm (if any) provides evidence that each subcontractor carries insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

## 1.8 Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as "Indemnified Parties") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform

or furnish any of the Work or anyone for whose acts any of them may be liable. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor shall procure and maintain at contractor's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for contractor's proper protection in the prosecution of the work.

#### 1.9 Representations

If any questions or responses require revision to the Request for Proposal as originally published, such revisions will be by formal amendment only. If the Request for Proposal includes a contact person for technical information, firms are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a written addendum to the Request for Proposal issued by the purchasing Department. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Department.

#### 1.10 Award Criteria

Favorable pricing will be one of the primary elements of the selection process, but all of the following actors will be used in evaluating proposals received:

- A) Qualifications of the Firm.
- B) References.
- C) Responsiveness to Request for Proposal.
- D) Timeliness of services to be provided.

1.11 Evaluation of the above criteria shall be the responsibility of City Administration and the Portage City Council.

## 2 TERMS AND CONDITIONS

### 2.1 Default

The City may, by written notice to the Firm, terminate the right to proceed as to the whole or any part of the contract (1) if the Firm fails to perform the services within the time specified or any extension thereof, (2) so fails to make progress as to endanger performance of the contract in accordance with its terms, or (3) the Firm fails to perform any other provisions of the contract. The Firm shall not be subject to this provision if failure to perform the contract arises out of any cause beyond its control and without any fault or negligence by the Firm or subcontractors.

### 2.2 Status of Firm

The Firm and its employees at all times shall be considered as independent contractors and not as City employees. In delivering services, the Firm shall exercise all supervisory control and general control over all day-to-day operations, including control over all workers' duties, payment of all wages to its employees, and the right to hire, fire, and discipline all employees. As an independent contractor, payment to the Firm under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the Firm or employees of the Firm be entitled to any City of Portage fringe benefit programs.

### 2.3 Time and Progress

It is understood and agreed that TIME IS OF THE ESSENCE in respect to the work contemplated hereunder, and the Firm agrees to do the work covered by the contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence, so as to complete any work required under the contract within the shortest reasonable period of time.

Please note this timeline is not meant to hold the Firm responsible for conditions over which it has no control, but is intended to provide the Consultant with direction on how the project must progress using high quality standards necessary to implement a first class project.

### 2.4 Employees of the Firm

The Firm shall at all times be responsible for the conduct and discipline of its employees and/or any subcontractor or persons employed by the Firm. All workers must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any worker employed by the Firm, who in the opinion of the City Contract Administrator, does not perform work in a skilled manner, or acts in a disorderly or intemperate manner, or engages in sexual harassment or other forms of inappropriate behavior as defined by the City Contract Administrator, shall, at the written request of the City Contract Administrator, be removed immediately from the project and shall not be utilized again in any portion of the work without approval of the City Contract Administrator.

2.5 Laws and Municipal Ordinances

The Firm shall keep fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Firm shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees.

2.6 City Contract Administrator

The Assistant to the City Manager shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

2.7 Supervision by Firm

The Firm will supervise and direct the work of its employees. The Firm will be solely responsible for the means, methods, techniques, sequences, and procedures of the professional services performed. The Firm will appoint a Project Supervisor who shall have been designated in writing by the Firm at the time the Request for Proposal is submitted. The Project Supervisor shall have fully authority to act on behalf of the Firm and all communications given to the Project Supervisor shall be as binding as if given to the Firm. The Project Supervisor shall be present to the extent necessary so as to perform adequate supervision and coordination of the work.

2.8 Billing and Payment

The Firm shall present an invoice in duplicate at the appropriate identified times, billing for services rendered. The billing shall be at the contracted price. The billing shall reference the appropriate purchase order number. The billing shall contain, if applicable, adjustments for additions, deletions, or changes in service. The City will strive to pay the billed amount within thirty (30) days after receipt of invoice, but the City will not pay any interest penalties for late payments.

2.9 Assignability

The Firm agrees that the work proposed shall be accomplished by the Firm identified under and any identified subcontractors. The Firm agrees that any work under the contract to be assigned to another firm, and/or subcontractor shall be done only with the prior approval of the City Contract Administrator.

2.10 Copyright

The Firm shall irrevocably transfer, assign, set over, and convey to the City of Portage all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the Contract. The Firm further agrees to execute such documents as the City of Portage may request to effect such transfer or assignment. Further, the Firm agrees that the rights granted to the City of Portage by this paragraph are irrevocable. The Firm's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as a result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

3 **SPECIFICATIONS**

3.1 Project Overview

The City of Portage is currently inviting qualified printing firms to submit proposals for the purpose of providing printing services to the City for two years beginning October 1, 2013, with an option to renew for one additional two-year period upon mutual agreement of both parties. The work in this contract includes pickup of artwork files, printing of 23,000 copies (no overages/no unders), and delivery of the *Portager* six times per year to the United States Postal Service office, 3885 South 9<sup>th</sup> street, Kalamazoo, MI 49009. The production schedule will be established to ensure delivery of the newsletter to the post office no later than the 2<sup>nd</sup> to the last day of business of December, February, April, May, August, and November. The amount of work resulting from award of this solicitation is not guaranteed and is contingent upon city budget funding for this project.

Interested firms are expected to comply with all provisions outlined in this Request for Proposal, but if exception is taken to any provision, the exception taken shall be annotated and explained on a plain bond sheet that must be attached to the proposal pages.

3.2 Contract Term

The contract resulting from this solicitation shall be in effect for a two-year period, beginning October 1, 2013, with an option to renew for one additional two-year period upon mutual agreement of both parties. The City reserves the

right in its sole discretion to determine if a proposal for extension shall be accepted or if new bids shall be taken.

3.3 Proposal Details

Proposals for printing services must include, but are not limited to the following:

A) Price for 23,000 printed 4 colors, 2-sided on 80# Coated Book #2 Gloss; paper size 17" x 22" flat sheet, right angle fold to 8-1/2 x 11". (No overages/no unders.)

B) Providing a proof for approval, including time required from receipt of artwork to 1st proof.

C) Prepare 22,200\* for STD PRST mailing including USPS forms and deliver to:  
U.S. Post Office  
3885 South 9<sup>th</sup> Street  
Kalamazoo, MI 49009

\* Total is based on recent USPS Route Sheets. Balance delivered to Portage City Hall

D) Quote cost for additional page, 4 colors, 2-sided, on 80# coated Book #2 glass paper, size 11" x 17" flat sheet, inserted in center of newsletter, fold to 8-1/2" x 11". Total quantity 23,000.

E) Quote cost for each additional thousand printed.

F) Quote per thousand for inserting pieces into newsletter.

G) Total estimated turn-around time from approval of proof to delivery to USPS/City Hall

H) Surcharge for extra design work.

I) Artwork is provided by the City on CD.

4 **CONTRACTOR INFORMATION SHEET**

If adequate space is not provided for complete response, please attach additional pages as necessary and identify by number. Proposals will not be considered responsive unless all requests for information are provided. Please use such terms as none, not applicable, unknown, etc., if requested information does not pertain or cannot be provided.

4.1 Please indicate the response that best describes your business:

Sole Proprietor     Partnership     Corporation

Other (please explain) \_\_\_\_\_

4.2 Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website: \_\_\_\_\_

First Date in Business: \_\_\_\_\_

4.3 Is your Firm involved in any proceedings that may affect the ability of the Firm to continue under the current Firm name for the duration of the project?

Yes     No                      If yes, please explain (use additional Page)

4.4 Is your Firm up for sale?  Yes     No

If yes, please explain (use additional page).

4.5 Do you propose to use any subcontractors to perform work in accordance with this proposal?  Yes     No. (If yes, please identify subcontractor and work to be performed.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.6 The award of the contract for printing services is based upon the draft contract form attached. Is this document, as proposed, acceptable to you if you were to be awarded this bid? \_\_\_\_Yes \_\_\_\_No.

If no, please explain in detail any provisions that would need to be changed, added, or deleted. (Use additional page(s) if necessary.)

Give at least three references of firms for which you provide or have provided printing services of a similar nature.

A. Contact Person\_\_\_\_\_

Firm\_\_\_\_\_

Address\_\_\_\_\_

Phone\_\_\_\_\_

B. Contact Person\_\_\_\_\_

Firm\_\_\_\_\_

Address\_\_\_\_\_

Phone\_\_\_\_\_

C. Contact Person\_\_\_\_\_

Firm\_\_\_\_\_

Address\_\_\_\_\_

Phone\_\_\_\_\_

4.7 List printing services provided by the firm similar to the work being requested in this RFP. Provide at least one printed sample of work.

<u>Item</u>	<u>No. of Colors</u>	<u>Paper Stock</u>	<u>Size</u>
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

4.8 Identify Subcontractor(s) to be used on this project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PORTAGER NEWSLETTER PRINTING SERVICES  
COST SUMMARY PROPOSAL PAGE**

I, the undersigned, certify that I have read and fully understand all of the specifications supplied by the City of Portage in this Request for Proposals.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED AND IDENTIFIED BY NUMERICAL REFERENCE TO THE REQUEST FOR PROPOSAL SECTION ON A PLAIN SHEET IMMEDIATELY FOLLOWING THE PROPOSAL PAGE.

Printing, folding, bundling, mail preparation, and delivery of 23,000 *Portager* Newsletters \$ \_\_\_\_\_/six times per year  
(no overages/no unders)

Other Costs:

- a) Cost for each additional thousand printed \$ \_\_\_\_\_/thousand  
(no overages/no unders)
  
- b) Quote per thousand for inserting pieces into newsletter. \$ \_\_\_\_\_/thousand  
(no overages/no unders)
  
- c) Quote for additional page, 11 x 17 inserted in center of newsletter, folded to 8-1/2 x 11. Total 23,000. \$ \_\_\_\_\_/23,000  
(no overages/no unders)
  
- c) Surcharge for extra design work \$ \_\_\_\_\_/per hour
  
- d) Total estimated turn-around time from proof approval to delivery to USPS/City Hall \_\_\_\_\_/work days

I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the City of Portage. I further state that I have not communicated with nor otherwise colluded with any other person or firm, nor have I made any agreement with nor offered or accepted anything of value from an official or employee of the City of Portage that would tend to destroy or hinder free competition.

Samples included with proposal?     Yes     No

I certify that all information provided above is complete, accurate, and to the best of my knowledge, true. I further certify that I am fully authorized by the Firm identified in Question 2 above to execute this information sheet on behalf of that Firm.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_  
(Please Print)

POSITION: \_\_\_\_\_

**CITY OF PORTAGE**  
**DRAFT CONTRACT**

THIS CONTRACT made the \_\_\_\_ day of \_\_\_\_\_, 2013, by and \_\_\_\_\_, hereinafter called the "Contractor," and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called the "City."

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE OF WORK**

The Contractor shall perform everything to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the monthly printing of the *Portager* Newsletter, all in strict accordance with the Specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

**ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR**

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Contractor further agrees to receive and accept payment based on the prices bid per unit for material and labor as set forth in the conformed copy of the Contractor's proposal as filed with the City on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 for the printing, folding, bundling, mail preparation, and delivery of 23,000 *Portager Newsletters* the sum of which shall not exceed:

\_\_\_\_\_ \$ \_\_\_\_\_  
(amount in words) (in figures)

as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Specifications and the requirements under them. Payments are to be made to

the Contractor in accordance with and subject to the provisions embodied in the contract documents hereto attached

ARTICLE III - ASSIGNMENT AND SUBCONTRACTORS

The Contractor agrees to perform the work included in Article I using his employees. No work required under this contract shall be subcontracted or otherwise assigned to another party without the expressed written consent of the City.

ARTICLE IV - COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

- 1. Contract (this document)
- 2. Contractor's Proposal (or bid)
- 3. Proposal Instructions
- 4. Advertisement for Bids

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

CONTRACTOR

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print name and Title

\_\_\_\_\_  
Print Name and Title

(SEAL)

CITY OF PORTAGE

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

City Manager

Approved as to Form:

\_\_\_\_\_  
Randall L. Brown, Portage City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF PORTAGE

**A. If the contractor is a corporation, the following certificate must be executed:**

I, \_\_\_\_\_, certify that I am the Secretary of  
print or type name  
the corporate entity named as Contractor in the contract and that such corporate entity is a  
corporation in good standing in the State of \_\_\_\_\_ and has authority  
print or type name of state  
to transact business in the State of Michigan. I certify that the contract between the City of  
Portage and \_\_\_\_\_, Inc. was validly executed on behalf of the  
print or type name of corporation  
corporation by \_\_\_\_\_ who was then the \_\_\_\_\_  
print or type name print or type name of title  
of said corporation and has the authority to bind the corporation to the contractual agreements  
pursuant to the authority of its governing body and by-laws and is within the scope of its  
corporate powers.

\_\_\_\_\_  
Print or type name of corporation

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_

**B. If contractor is an LLC, the following certificate must be executed:**

I, \_\_\_\_\_, certify that I am a member of the  
print or type name  
Limited liability company named as Contractor in the contract and that such LLC is in good  
standing in the State of \_\_\_\_\_ and that the LLC has the  
print or type name of state  
authority to transact business in the State of Michigan. I certify that the contract between the  
City of Portage and \_\_\_\_\_ LLC was validly executed on behalf  
print or type name of LLC  
of the LLC by \_\_\_\_\_ who was then a member of said  
print or type name  
LLC and has the authority to bind the LLC to contractual agreements and that such contract is  
within the scope of its powers.

\_\_\_\_\_  
Print or type name of LLC

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_

