



NOTICE

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

TAX FORM PRINTING

If your firm plans to bid on this project, please send an e-mail response to 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 Division 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.



Financial Services – Purchasing Department

Date of Issue: May 7, 2015

NOTICE TO BIDDERS

The City of Portage will open sealed bids on Thursday, June 4, 2015 at 3:00 p.m. prevailing local time in City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

TAX BILL AND ASSESSMENT NOTICE PRINTING AND MAILING

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PORTAGE, PURCHASING DEPARTMENT, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED BID: Tax Form Printing

FOR OPENING: June 4, 2015

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website www.portagemi.gov. Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

If you have any questions regarding the specifications, please contact James Bush, City Assessor at (269) 329-4431 or Bill Furry, Finance Director at (269) 324-9267.

If you have any questions regarding purchasing procedures, please contact the Purchasing Manager Judy Johnson at (269) 324-9284.

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Attachments

Draft Contract

1. INSTRUCTIONS TO BIDDERS

1.1. Examination of Bid Documents

Before submitting a proposal, bidders 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 bid form.

1.2. Withdrawal of Bids

Any bidder may withdraw his proposal, either personally or by facsimile or written request, 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 sixty (60) days after the date of opening set forth in the advertisement.

1.3. Bid Opening

Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.

1.4. Bid Form

1.4.1. Each bid shall be made on the form provided and, except for bids submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.

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. Bids submitted not meeting all specifications may be rejected. Oral proposals or modifications will not be considered.

1.4.3. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the bidder to see that his bid is received in the proper time. Any bid received after the bid opening date and time shall be returned to the bidder unopened.

1.5. Nondiscrimination

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.

1.6. Bids Submitted via Facsimile Equipment

1.6.1. Transmittal page must be plainly marked and faxed to (269) 329-4535:

“Sealed Bid _____ for opening _____”
Bid Name Date

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

1.6.3. Whenever a proposal guaranty/bond is required, bids submitted via facsimile equipment can comply with this provision by submitting a facsimile copy of the bond document. When a cashier's check is elected to meet the proposal guaranty/bond requirement, the cashier's check must be physically in the possession of the City by the date and time outlined on the Notice to Bidders, or such bid may be considered non-responsive.

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

1.7. Basis of Award.

The basis for award will be the GRAND TOTAL price for the sum of years 2015 and 2016. The award will be based upon bids from responsive and responsible bidders.

This is a unit price bid. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price. Each proposal shall have the unit prices and extensions checked for correctness. If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall

govern, and the dollar amount of the proposal adjusted accordingly.

2. TERMS AND CONDITIONS

2.1. City Contract Administrator

The City Assessor and the Finance Director shall be the Contract Managers. The City Contract Manager will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

2.2. Contract Period

The contract resulting from this Request for Proposal shall be in effect for a two-year period commencing on or about July 13, 2015, and may be renewed for two (2) additional two-year periods. The City shall be the final authority in determining whether this contract is extended or new proposals requested.

2.3. Laws and Municipal Ordinances

The Contractor shall be 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 Contractor shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

2.3.1. Contractor's Insurance

Proof of Insurance Coverage: The successful bidder will also be required to furnish to the City of Portage, at the time that the contracts are returned by the Contractor for execution, a Certificate of Insurance as well as any required endorsements. In lieu of required endorsements a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned below shall be furnished, if so requested.

If any of the coverages listed below expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Portage at least ten (10) days prior to the expiration date.

All insurers shall be either licensed or authorized to do business in the State of Michigan.

- A. Workers compensation insurance, including employer's liability, under the Workers Compensation Statutes of the State of Michigan.
- B. Comprehensive General Liability Policy of at least \$1,000,000/occurrence for personal injury and property damage.
- C. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile

Additional Insured: These coverages shall protect the contractor, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. The contractor's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured. The certificate of insurance must contain the following statement:

THE CITY OF PORTAGE, ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSION, AND/OR AUTHORITIES AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF (except for Workers Compensation).

Cancellation Notice All policies, as described above, shall include an endorsement stating it is understood and agreed that thirty (30) days Advanced Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change of the policy, and Ten (10) days written notice for non-payment of premium, shall be sent to the City of Portage Purchasing Manager, 7900 S. Westnedge Avenue, Portage, MI 49002.

Subcontractor Insurance: It shall be the contractor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

2.4. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants 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, 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, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

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.

2.5. Jurisdiction Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Contractor consents to the jurisdiction and venue of the courts in Kalamazoo County, Michigan and of the United States District Court for the State of Michigan.

2.6. Severability

The successful Contractor will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

2.7. Compensation to be Paid to the Contractor

Payments will be made upon completion of each order. Payment terms are net 30 days after receipt of invoice.

3. SPECIFICATION

- 3.1. Overview: The City of Portage is seeking interested vendors to print, sort, and mail the attached tax notices and envelopes listed below.

- Property tax bills.
- Notice of Assessment, Taxable Valuation, and Property Classification (Form L-4400).
- Personal Property Statements (Form L-4175).
- Instructions for Form L-4175.

Envelopes

- Tax bill outgoing envelope, size #10.
- Tax bill return envelope, printed two sides, size #9.
- Assessment notice outgoing envelope, size #10.
- Personal property statement outgoing envelope, size 6" x 9," double window.

3.2. General

- 3.2.1. The contractor will be required to print and mail approximately 38,000 Tax Bills, 19,000 Notice of Assessment forms, and 2,000 Personal Property Statements annually.
- 3.2.2. The Notice of Assessment forms are distributed at least ten days prior to the second Monday of March.
- 3.2.3. Tax Bills are split into two mailings. Approximately 19,000 Summer Tax Bills must be mailed by the third week of July and 19,000 Winter Tax Bills must be mailed by on the Wednesday before Thanksgiving.
- 3.2.4. Approximately 2,000 Personal Property Statements must be mailed between December 20 and December 30 each year.
- 3.2.5. All files will be transmitted via the internet to the vendor for printing.

3.3. PRINTING

3.3.1. Tax Bills

- 3.3.1.1. 19,000 each of Summer and Winter Tax Bills must be printed using black ink on 8 ½" X 11" ivory stock for the summer tax bills and buff stock for winter tax bills with horizontal perforation at 3-5/8" from bottom of sheet. Tax bills are printed on both sides. The printing on the back of the tax bill is static. The printing on the front includes information unique to each taxpayer.
- 3.3.1.2. Tax bill: Approximately 7,000 tax bills have mortgage codes. For all tax bills with a mortgage code, the notice is to include lettering stating that this is an information copy and will be mailed without a return envelope.
- 3.3.1.3. 38,000 #10 standard window envelopes with black printing on face of envelope, with the return address of the Treasury Office printed on the upper left hand corner.

- 3.3.1.4. A #9 return envelope is sent with each of the approximately 25,000 tax bills. The envelopes will be printed on both sides with green ink. The return envelope is addressed, with post office coding, to the City of Portage.
- 3.3.1.5. All files to be printed to be transmitted via Drop Box (preferred) or F.T.P. File image is about 35 MB.

3.3.2. Notice of Assessment, Taxable Valuation, and Property Classification

- 3.3.2.1. The contractor shall provide the necessary schedule for receipt, processing, and mailing of the Notice of Assessment, Taxable Valuation, and Property Classification. More specifically, the **Contractor shall mail Notice of Assessment, Taxable Valuation, and Property Classification within four working days of data submission by the City.** Contractor shall include all premium costs for this turnaround time in bid prices.
- 3.3.2.2. The City's assessing software is the Equalizer Assessing System and the data from this software will be provided via Internet. The firm must have the capability to accept a single, large Internet transmission due to the short turn-around time needed for the project (Internet transmission of at least 35 megabytes).
- 3.3.2.3. 19,000 8-1/2" x 11" forms laser printed on 2 sides using black ink. One side will match the format of the model assessment notice developed by the Michigan State Tax Commission (STC) for current year. The reverse side will be static and will contain tax rate information and charts supplied by the City (an Excel file via Internet). The model assessment notice side will be laser imprinted with data from the City's assessing software. Contractor to print a one page insert – 8-1/2" x 11", white paper, 2 sided using black ink. Insert to be tri-folded (electronic copy to be provided by the City).
- 3.3.2.4. 19,000 #10 standard window envelopes with printing on face of envelope using black ink.

3.3.3. Personal Property Statement

- 3.3.3.1. 2,000 Personal Property Statements laser printed as four (4) pages on 11" x 17" (folded to 8-1/2" x 11" and again folded to 8-1/2" x 5-1/2") sheets using black ink on 2 sides. The statements (and instructions described below) will match the format of the Form L-4175 (current year) prescribed by the STC and the firm will gain approval for use of the statements (and instructions) from the STC prior to imprinting them with data provided by the City. The City will provide this data from the City's assessing software via Internet.
- 3.3.3.2. 2,000 Instruction Sheets laser printed as four (4) pages on 11" x 17" (folded to 8-1/2" x 11" and again folded to 8-1/2" x 5-1/2) sheet using black ink on 2 sides.

3.3.3.3. 2,000 6" x 9" double window envelopes with identical, custom printing on the face of the envelope using black ink with a return address to the Assessor's office printed on the upper left hand corner.

3.4. Mailing: The City of Portage will provide data files via internet transmission on the following schedule:

3.4.1. Tax Bills: One week before tax notices are due to be mailed (35 MB).

3.4.2. Notice of Assessments: Four (4) days before notice of assessment forms are due to be mailed (35 MB).

3.4.3. Personal Property Statements: One week before personal property tax forms are due to be mailed (5 MB).

3.4.4. All mailings are to be mailed by the printer at the nearest post office. A postage deposit will be provided to the firm by the City of Portage. Excess postage deposits will be credited to the City.

3.4.5. Time is of the essence for the mailing of Tax Bills, Notice of Assessments, and Personal Property Statements. As such, failure of the Contractor to meet such mailing duties will result in a \$1000 per day charge until such mailing is met, provided that such delay is not the fault of the City.

3.5. Printing Samples

3.5.1. A sample copy of each form and envelope is available upon request at the City of Portage Purchasing Department.

3.5.2. The samples are representative. In the case of tax billing, final form will be provided 30 to 60 days before forms are due to be printed. For Notice of Assessment forms and Personal Property Statements, it will be the responsibility of the firm to obtain the sample forms from the State Tax Commission.

3.6. Postage

All postal costs shall be included as provided for in the bid page. Such postal costs shall be determined from the disk entitled "Assessment Addresses" which is available upon request. Actual United States Postal Services rates in effect at the time of bid shall be utilized. DO NOT use anticipated future rates, which may increase. It is understood that actual postage costs will vary and as such payment for such postage under the contract shall be based upon actual quantities, distribution, and the as-bid pre-sort methodology.

3.7. Other Information

- 3.7.1. Approximately 100 blank Personal Property Statements are to be delivered to the City within ten days following mailing. These forms will be in the same format as the large runs, printed both sides, etc., except the spaces for individual, unique data will be blank.
- 3.7.2. 100 Blank Tax Bills are to be delivered to the City within ten days following each mailing.
- 3.7.3. For quality control purpose, 19 samples of each tax bill print file are to be printed and faxed to the city for proofing before all the forms are printed. The city will proof these forms and respond within 4 hours approving the form print run or noting any corrections. In the case of Notice of Assessments and Tax Bills, every 1,000th record should be printed, not the first 19 records.
- 3.7.4. A specimen of the printing stock, out-going envelope and applicable return envelope shall be provided with the proposal for review.
- 3.7.5. For each mailing a PDF must be produced to allow the city to prove to the taxpayer that a form was prepared and mailed and also to enable the city to reprint notices and statements that have been lost or damaged. The Personal Property Statements and Notices of Assessments shall be grouped on one PDF, separately from the Tax Bills.
- 3.7.6. Contractor shall submit a proof and receive written approval from city staff, prior to printing and mailings.

SAMPLES

Please contact the City of Portage Purchasing Division at (269) 324-9284 to obtain a set of sample of the following documents:

ASSESSOR'S OFFICE

Notice of Assessment L-4400 (front and back)
2007 Personal property Statement (L4175) (4 pages)
Instructions for Form L-4175
Outgoing #10 Envelope
6" x 9" Printed Window Envelope

TREASURY DEPARTMENT

2007 Summer Bill (front and back)
Outgoing #10 Envelope
Printed Return #9 Envelope

TAX FORM PRINTING – BID PAGE

I, the undersigned, propose to furnish, print, and mail at the proposal prices shown, summer and winter tax bills, personal property tax bills, and assessment notices as per specifications supplied by the City of Portage.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED ON SEPARATE PLAIN BOND PAPER OR NOTED IN RED ON THE SPECIFICATIONS.

	Units per <u>Lot</u>	Estimated Annual <u>Lots</u>	<u>Winter 2015 and Summer 2016</u>		<u>Winter 2016 and Summer 2017</u>	
			<u>Per Unit</u>	<u>Extended Price</u>	<u>Per Unit</u>	<u>Extended Price</u>
TAX BILLS						
1 Tax bill stock 8-1/2 x 11	1000	38	\$ _____	\$ _____	\$ _____	\$ _____
2 Print back of tax bill (<i>circle one to be utilized</i>)						
Offset / Laser	1000	38	\$ _____	\$ _____	\$ _____	\$ _____
3 Print front of tax bill (<i>circle one to be utilized</i>)						
Offset / Laser	1000	38	\$ _____	\$ _____	\$ _____	\$ _____
4 Set up cost per run	Each	2	\$ _____	\$ _____	\$ _____	\$ _____
5 Blank Tax Bills	100	2	\$ _____	\$ _____	\$ _____	\$ _____
6 Provide 19 specimen bills (1 from every 1,000th bill)	19	2	\$ _____	\$ _____	\$ _____	\$ _____
7 Printed Outgoing #10 Envelope	1000	38	\$ _____	\$ _____	\$ _____	\$ _____
8 Printed Return #9 Envelope	1000	25	\$ _____	\$ _____	\$ _____	\$ _____
9 Insert, Presort Service	1000	38	\$ _____	\$ _____	\$ _____	\$ _____
10 2015/16 Bill Postage (actual cost per disk information)				\$ _____		\$ _____
11 2016/17 Postage (actual cost per disk information) (summer & winter postage costs will be the same)				\$ _____		\$ _____

	Units per <u>Lot</u>	Estimated Annual <u>Lots</u>	Spring 2016	
NOTICE OF ASSESSMENTS				
1 Notice of Assessment Stock (L-4400) 8-1/2 x 11	1000	19	\$ _____	\$ _____
2 Laser Print back of Notice of Assessment (L-4400)	1000	19	\$ _____	\$ _____
3 Laser Print front of Notice of Assessment (L-4400)	1000	19	\$ _____	\$ _____
4 Tri-Fold Insert (2-side print, folded)	1000	19	\$ _____	\$ _____
5 Set-up Cost per Run	Each	1	\$ _____	\$ _____
6 Printed Outgoing #10 Envelope	1000	19	\$ _____	\$ _____
7 Insert & Pre-Sort Service	1000	19	\$ _____	\$ _____
8 Postage (actual cost per disk information)				\$ _____

	Units per <u>Lot</u>	Estimated Annual <u>Lots</u>	Winter 2015		Winter 2016	
PERSONAL PROPERTY STATEMENTS						
1 Personal Property Statement (L-4175) Stock, 11 x 17	1000	2	\$ _____	\$ _____	\$ _____	\$ _____
2 Laser Print back of Personal Property Statement (L-4175)	1000	2	\$ _____	\$ _____	\$ _____	\$ _____
3 Laser Print front of Personal Property Statement (L-4175)	1000	2	\$ _____	\$ _____	\$ _____	\$ _____
4 Print Instructions for Personal Property Statement (L-4175), 11 x 17, 2-sided	1000	2	\$ _____	\$ _____	\$ _____	\$ _____
5 Blank Personal Property Statements (L-4175)	100	1	\$ _____	\$ _____	\$ _____	\$ _____
6 Set Up Cost Per Run	Each	1	\$ _____	\$ _____	\$ _____	\$ _____
7 6x9 Window Printed Envelope	1000	2	\$ _____	\$ _____	\$ _____	\$ _____
8 Insert, Presort Service	1000	2	\$ _____	\$ _____	\$ _____	\$ _____
9 Postage (actual cost per disk information)				\$ _____		\$ _____

Yearly Totals \$ _____ \$ _____

GRAND TOTAL Winter 2015, Summer 2016, Winter 2016, Summer 2017 \$ _____

TERMS: _____
(Minimum of 30 days)

FIRM NAME: _____

BY: _____
Signature

DATE: _____

BY: _____
Name and Title (Print or Type)

ADDRESS: _____
Street City State Zip Code

PHONE: _____

FAX: _____

DRAFT CONTRACT AGREEMENT

Following is a “*draft copy*” of the contract that will be executed by the City and the Firm for the completion of this project.

CITY OF PORTAGE
CONTRACT

THIS CONTRACT made the ____ day of _____, 2015, by and between _____ 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 printing of tax bills and assessment notices 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 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 _____ for the unit prices as bid and as attached to this contract 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 Plans and 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. Notice to Bidders
3. Instructions to Bidders
4. Terms and Conditions
5. Specification
6. Contractor's Proposal (or bid)

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

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: _____
Laurence Shaffer, 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. [If the corporation is not a Michigan corporation,
then a "Certificate of Authority to Transact Business in the State of Michigan" must be attached.]
I certify that the contract between the City of Portage and _____, Inc.
print or type name of corporation
was validly executed on behalf of the corporation by _____
print or type name
who was then the _____ of said corporation and has the
print or type name of title
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. [If the LLC is not a Michigan LLC, then
a "Certificate of Authority to Transact Business in the State of Michigan" must be attached.] I
certify that the contract between the City of Portage and _____ LLC
print or type name of LLC
was validly executed on behalf of the LLC by _____
print or type name
who was then a member of said 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: _____

