

Financial Services – Purchasing Department

NOTICE

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

Banking Services

If your Financial Institution plans to bid on this project, please send an e-mail response to purchasing@portagemi.gov with the following information:

Financial Institution Name: _____
Project Name: _____
Financial Institution'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.

Financial Services – Purchasing Department

Date Released: September 28, 2012

REQUEST FOR PROPOSALS PROFESSIONAL SERVICES

The City of Portage invites interested financial institutions to submit information regarding their experience, qualifications, and fees for providing banking services to the City. 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 the successful financial institution. Favorable pricing will be one element of the selection process, the experience of the financial institution, broadest scope and highest quality of services, as well as alternative procedure methods and cutting edge technological advances will 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.

Questions regarding the scope of work to be accomplished may be directed to Deputy Director of Accounting/Budget Patricia Fitnich at 269-329-4452. Questions pertaining to the selection process, insurance requirements, or other procedural requirements should be directed to 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: Banking Services

FOR OPENING: November 1, 2012 at 3:00 p.m.

A Pre-Proposal Meeting is scheduled for Friday, October 19, 2012 at 10:00 a.m. in the Portage City Hall Conference Room #1, 7900 South Westnedge Avenue, Portage, MI 49002.

A complete Request for Proposal may be viewed or downloaded at
<http://www.portagemi.gov/Departments/Purchasing/BidOpportunities.aspx>,
or mailed by contacting the Purchasing Department.

1 CITY OF PORTAGE INSTRUCTIONS FOR PROPOSAL SUBMISSION

1.1 Examination of Request for Proposal Documents

Before submitting a proposal, the Financial Institution 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

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

1.2.2 Each proposal shall be considered binding and in effect for a period one hundred 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 Financial Institution, and shall be signed by an individual authorized to execute the proposal on behalf of the Financial Institution. 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 financial institution provide both a proposal that meets all specifications and any alternate proposals. In this way the financial institution 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 Financial Institution 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 in the following manner.

1.5.1 Transmittal page must be plainly marked:

“Proposal Bid Banking Services for opening November 1, 2012
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 Proposals submitted via facsimile equipment must meet all requirements of Section 1.13 to be considered responsive.

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

1.5.5 In electing to use the facsimile option, the Financial Institution 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 Financial Institution.

1.6 Non-Discrimination

1.6.1 Upon submission of a proposal, the Financial Institution agrees that it will 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, providers 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 or purchase agreement and may be processed as provided under the State of Michigan laws.

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 The successful Financial Institution agrees to provide insurance as outlined below:
- 1.7.2 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.
- 1.7.3 Professional Liability Coverage (errors and omissions) covering an actual or alleged error, statement, act, omission, neglect or breach of official duty, including misfeasance, malfeasance, and non-feasance - at least \$3,000,000/occurrence.
- 1.7.4 THE CITY OF PORTAGE, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES, SHALL BE INCLUDED AS ADDITIONALLY NAMED INSURED WITH RESPECT TO ALL LIABILITY POLICIES HEREIN (WITH THE EXCEPTION OF PROFESSIONAL LIABILITY AND WORKER'S COMPENSATION COVERAGE) WHICH SHALL BE INDICATED ON ALL APPLICABLE CERTIFICATES OF INSURANCE.
- 1.7.5 The insurance Certificates indicated above shall carry a written notice 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.

1.8 Indemnification

To the fullest extent permitted by Laws and Regulations, the Financial Institution 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 and (ii) is caused in whole or in part by any act or omission of the Financial Institution, 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 Financial Institution, 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 Financial Institution 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 Financial Institution under the terms of the contract. The Financial Institution 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 Financial Institution's proper protection in the prosecution of the work.

1.9 RFP Time Schedule

Event	Date
Pre-Submittal Conference	Oct. 19, 2012 – 10:00 a.m.
Proposal Responses Due	Nov. 1, 2012 – 3:00 p.m.

*It is anticipated that work under the proposed agreement will begin on or about the first week of December, 2012.

1.10 Qualifications -- To be considered for selection, financial institutions should meet all the following qualifications:

- 1.10.1 The Financial Institution must hold a charter from the U.S. Government and/or the State of Michigan.
- 1.10.2 All accounts proposed, including sweep accounts, must be in compliance with Michigan Act 20, PA 1943, as amended.
- 1.10.3 Be rated in the lowest risk category in the analysis system used by the City of Portage to evaluate the creditworthiness of financial institutions where City of Portage funds are placed in deposit form.

- 1.10.4 Have a minimum of total assets of \$10 billion.
- 1.10.5 Must be a member of the Federal Reserve System and have access to all Federal Reserve System services.
- 1.10.6 Have experience in providing banking services for other municipalities.
- 1.10.7 Comply with all applicable city, state and federal laws, rules, regulations, and ordinances.
- 1.10.8 Maintain FDIC insurance.
- 1.10.9 Be capable of providing the services sought by the city.
- 1.10.10 Financial institutions that do not meet listed mandatory requirements should refrain from submitting a proposal
- 1.10.11 The Financial institution must also meet the following requirements:
 - A. Location of Banking Office - Have at least one established office or local branch located within an appropriate five mile radius of Portage City Hall.
 - B. Experienced Staffing - Agree to assign dedicated staff who are committed, capable and experienced with servicing municipal accounts.

1.11 Pre-Proposal Meeting

The City of Portage staff will be present on Friday, October 19, 2012 at 10:00 a.m. in the Portage City Hall, 7900 South Westnedge Avenue, Conference Room #1 for the purpose of addressing these specifications and/or answering any inquiries you may have about the project or the process. Following this meeting when warranted an addendum to the request for proposals will be issued to address any changes or clarifications. Attendance at this meeting is not mandatory, but is strongly recommended since the purpose of the meeting is to address any questions or problems that might arise so that all interested parties can share the benefit of uniform oral and written inquiry responses.

1.12 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.

1.13 Proposals

After fully evaluating proposal requirements and project descriptions, each Financial Institution shall develop concept statements in accordance with Sections 1.14, 1.15, 1.16. Concept statements will be used to determine degree of services

available, to evaluate the methodology proposed, and to compare the feasibility of the methods proposed. The concept statements are to be submitted along with Attachments I through V to constitute a complete response.

At a minimum, proposals shall include the following:

1.13.1 A Transmittal Letter (4 copies). See Section 1.14.

1.13.2 A project information sheet in format provided in the Request for Proposal package (4 copies). See Section 1.15.

1.13.3 A project concept statement package (4 copies). See Section 1.16.

1.13.4 A proposed fee schedule in format provided in the Request for Proposal package (4 copies). See Section 5.

A. Costing Summary for All Accounts

B. Detail charges by individual account

Interested institutions may also provide any additional information not otherwise requested that may aid the responsible parties in award of this professional service contract.

Bidders may be invited to present a live demonstration of their products. Regretfully, the number and quality of proposals received may logistically prohibit the possibility of providing every Financial Institution with the opportunity to make a formal presentation. Therefore, Financial Institutions are encouraged to take maximum advantage of representing the qualities of the Financial Institution through its proposal.

1.13.5 The proposal submitted for this RFP shall include the Non-Collusion Certificate (Attachment II).

1.13.6 The proposal submitted for this RFP shall include an Affidavit of Equal Opportunity Compliance (Attachment III)

1.14 Transmittal letter

The letter should briefly address the financial institutions' willingness and commitment, if selected, to provide the services, why the institution believes it should be selected and any exceptions to the services requested by the City. Address what sets your institution apart from other financial institutions in providing the services required by the City of Portage.

1.15 Project Information Sheet

Responsive proposals must include a fully executed City of Portage Information Sheet located in the document proposal, Section 4.0. This document is self explanatory.

- 1.16 Concept Statement Package -- The Financial Institution shall submit a checklist using the form supplied in Attachment II. The Financial Institution shall provide a summary (5 pages maximum) of qualifications, including descriptions of the following:
1. The historic involvement of the Financial Institution in the City of Portage and the number and location of your branches, cash vaults or affiliated institutions within the City of Portage. Also, identify the branch that would act as the lead banking facility.
 2. The Financial Institutions' experience in providing similar services and a summary of services provided for no more than two of the institutions' most comparable corporate or municipal customers. Also, include a brief description of services provided, how long such services have been provided, and a contact person for each client described.
 3. The roles and responsibilities of specific individuals who would be assigned to work on the account and their qualifications, including credentials and related banking experience.
 4. The key measures of the institutions' financial strength, e.g., capital ratios, market capitalization, total assets, etc.
 5. Provide ratings for the institution and/or institutions' holding company from two of the following agencies: Standard & Poor's, Moody's, Fitch or other similar rating organizations.
 6. Describe the role and responsibilities of the specific individuals who would be assigned to work on the account and their qualifications, including credentials and related banking experience.
 7. Describe emergency preparedness plan and disaster recovery procedures. How quickly can backup facilities be activated?
 8. Provide key measures of the institutions' financial strength, e.g., capital ratios, market capitalization, total assets, including but not limited to a complete set of recently audited financial statements.
 9. Integrity of Directors/Officers. Provide a list of directors or other officers of the institution who, among other things, are under indictment for or have been convicted of certain crimes or are subject to a cease and desist order issued by a

banking agency.

10. Proposed Fee Schedule

The Financial Institution shall provide a schedule of fees using the form supplied in Section 5. Volumes indicated on this form should be average volumes for a recent representative 3-month period. Actual transactions and amounts vary from month to month. For services not specified on the form, but which the Financial Institution proposes to charge for, or where a differing level of service is proposed, the Financial Institution shall provide a description of the service and the proposed fee structure. The Financial Institution shall also provide a "Pro Forma Account Analysis" which includes proposed product and services.

11. Proposed Account Structure (5 page maximum)

Describe the account structure that the institution feels will offer the City the greatest-ease of use, account security, and favorable pricing. If more than one structure is possible, show that structure independent of other options. Provide a pro/con analysis of the varying structures. For each structure, provide a pro-forma analysis statement using the City data supplied in Section 5, and clearly list prices.

12. Account Reconciliation (1 page maximum)

Describe the account reconciliation services offered. Include a description of any electronic/software features available that could be used by the City to determine daily or weekly outstanding checks. Also include online and/or CD based check document image storage, length of availability of online image storage and cost of same, end-of-period report availability schedule, same day and/or previous day transaction access, and include other electronic options or web-based options.

13. Balance Reporting, ACH, EFT, and Wire Origination (3 page maximum)

Describe available electronic systems and be sure to include times that information will become accessible. Also, include the "on time" rate for the past 6 months. In times of when information might not be available, describe the manner in which the information would be supplied to the City. Provide information on error/rejection reporting for both wires and for ACH/EFT transactions, and electronic deposit notification services. What is the cut-off time for same day ledger credit? How do you determine and calculate the availability of deposited items? Do you give immediate availability for on-us items? How are discrepancies in a deposit handled? What is the cut-off time for your vault for same day credit on armored car deposits? Is email and fax notification possible for third-party online bill-pay deposits to our account? (Tax deposits from Official Payments Corporations.)

14. Retainage Administration (1 page maximum)

Describe the fees and costs for products and services for retainage accounts required by localities under state law.

15. Lockbox Facilities (1 page maximum)

Describe how State of Michigan incoming checks to the City will be handled. Provide the funds availability schedule and note factors that influence availability. Explain how the Financial Institution would notify the City of an incoming check and how the information regarding the source and nature of the deposit would be conveyed to the City. Discuss available wholesale lockbox services: the level of detail available to upload, whether barcoding or account numbers are utilized. Are lockbox processing centers in the State of Michigan? And where? Be sure to specify costs in appropriate area for: imaged materials, and returned original materials, etc.

16. Daylight Overdraft Provisions (1 page maximum)

Describe your overdraft protection program as it would relate to the City, as well as what constitutes a daylight and overnight overdraft situation. Specify fees and interest charge formulas and in what instances they will be applicable. Describe any issues, concerns, or charges associated with the use of a daylight overdraft function.

17. Positive Pay/Controlled Disbursement (2 page maximum)

Describe the proposed manner of providing these services. What time frames are proposed for the positive pay notifications? What form of communication is employed? What are the advantages/disadvantages to using a sweep account rather than controlled disbursement?

18. Sweep Accounts (1 page maximum)

Describe sweep account options offered. Also, provide the monthly average interest rates paid to account holders for the past 3 years. Rates should be stated on a 360 day basis, not bond equivalent yield. If an option other than sweep accounts is proposed, provide a pro/con comparative analysis of both methods.

19. Earning Rate/Compensating Balances (1 page maximum)

Provide the monthly average interest rates credited to account holders for the past 3 years. Rates should be stated on a 360 day basis, not on a bond equivalent yield. Describe the method of determining the earnings credit rate. Collected Balances and Earnings Allowances: Describe your calculation of collected balances. Also, describe the effective rate, method used and formula proposed to calculate the service charge credit or the earnings allowance on collected balances. Identify the proposed compensation method (i.e.: compensating balances, straight fees, other method or combination thereof). Describe the interval/time frame proposed for the City to compensate for any additional fees not offset by the earnings allowance on collected balances (i.e.: monthly, quarterly, semi-annually, annually) and to what extent the service charge credit/debit from one year can be carried forward to the next year.

20. Pricing Adjustments (1 page maximum)

Prices must be guaranteed for the first year of the contract. Describe the process the Institution proposes for determining any pricing changes thereafter.

21. Conversion Plan (2 page maximum)

Describe the overall plan for ensuring a smooth transition from the City's current banking service provider. Identify the City's cost responsibilities and those of the Financial Institution for start-up services. (Note: the City will absorb all costs related to check stock and check printer software; deposit tickets should be addressed in your response.) Also, discuss the proposed training program for City staff. The current institution should describe plans as they relate to changing account structure or electronic services only.

22. Banking Service Questions (3 page maximum)

- A. Reporting and Money Transfer: Describe the system(s) available to access account transactions and balances, perform electronic money transfer (ACH, EFT and Wire), and perform operations such as stop payments on checks. Include specifications for automated service hardware and software capability proposed as well as data download/file transfer formats for internet services proposed. Also, specify the costs related to such internet services separately on Attachment III.
- B. Treasury Services/Check Processing: Describe your check processing system, including check conversion to EFT: equipment and software used.
- C. Customer Service: Describe your customer service philosophy and provide meaningful examples to illustrate.
- D. Service Enhancements: Describe any enhancements, technological or

otherwise, that we should consider to improve operational or cash management efficiencies.

- E. Emergency Preparedness and Disaster Recovery: Describe your disaster recovery procedures and explain how quickly back-up facilities will be activated.
- F. What differentiates your products and services from other providers?
- G. What news services or features does the Bank plan to offer and within what time frame?
- H. Other Information: Briefly describe any other information not previously mentioned that the Financial Institution believes should be given consideration by the City.

23. Client References

The Financial Institution shall submit three (3) references (preferably from local government customers) who can attest to the Institutions experience as it relates to providing banking services. The references must include contact name, title, address, and telephone number.

24. Funds Availability Schedule

The Financial Institution shall provide a copy of their funds availability schedule and label it as Attachment IV. Describe criteria for one day, two day, availability and wire requirements.

25. Equal Opportunity Requirements

The proposal submitted for this RFP shall include the Affidavit of Equal Opportunity Compliance (Attachment III).

26. Future Services Requested

In addition to the standard bank services, the City of Portage is interested in receiving information on the following additional services for potential future implementation. Please limit your response to two pages per item and include as an attachment to the proposal. Please indicate the costs or fees associated with the services described in this section. Please provide this fee/cost information in a format similar to that in Section 5.

- Purchasing card
- Merchant Card Services

1.17 Award Criteria

The City will consider all the relevant material submitted and other relevant material it may otherwise obtain, to determine whether the Institution is capable of and has a history of successfully completing contracts of this type. It is the desire of the City of Portage to select the Financial Institution that will provide the best

overall value in a long term relationship rather than taking cost as sole consideration. The following elements will be given consideration by the City in determining whether an Institution is capable:

- 1.17.1 The ability of the Financial Institution to support the level of technological services that the City is currently utilizing in its day-to-day operations and to extend the efficiency of those operations in the near term,
- 1.17.2 The capacity of the Financial Institution and the experience of individuals assigned to perform the required services;
- 1.17.3 The ability of the Financial Institution to present professional and innovative work, as demonstrated by sample of similar work and/or reference by other similar organizations,
- 1.17.4 The quality of performance by the Financial Institution on previous and similar contracts with other municipalities;
- 1.17.5 References
- 1.17.6 Fees
- 1.17.7 Interviews and site visits – the City may conduct interviews and site visits as part of the final selection process.

2 SCOPE OF SERVICES

2.1 Objective

The City of Portage seeks proposals from Financial Institutions interested in providing banking services to the City. The objective is to determine which institution can offer the highest quality of services at the most reasonable cost. The City maximizes use of technology currently and is still very interested in exploring all new alternative procedural methods that use technological advances to make back office work more efficient, and to improve cash management and customer service capabilities. The City of Portage fixed income investments are not a part of this request for proposals.

2.2 Annual Financial Report and Budget

The City of Portage Comprehensive Annual Report for fiscal year ending June 30, 2011 and the budgets for fiscal years ending June 30 for 2011, 2012, and 2013 may be found at the City of Portage website. The web location is:
<http://www.portagemi.gov/Departments/Finance.aspx>.

2.3 Contract Term

The term of this Contract shall be five years, with the option of extending the contract for three additional one-year periods at the option of the City. However, a review of pricing will be conducted by the City at the end of the first year and each subsequent year to review value of services provided with any proposed price changes, if any. The City reserves the right to terminate the agreement with no financial or other consequences if, in its sole opinion, such pricing changes, if any, are excessive.

2.4 Discovery of Fraud or Financial Irregularity

The Financial Institution shall maintain strong internal controls and shall promptly notify the City upon discovery of fraud or financial irregularity.

2.5 Access to Records and Cooperation

The Financial Institution shall allow the City or an independent auditor hired by the City, to perform financial compliance audits with the authority to access all pertinent records and interview any Financial Institution employee throughout the term of the contract, and for a period of three years after the final payment or the termination of the contract.

2.6 Public Record

Any documents submitted in response to this Request for Proposal become public record upon submission and are subject to mandatory disclosure upon request by any person, unless specifically exempt by provision of law. The City assumes no contractual obligation to enforce any exemption.

2.7 Annual Financial Audit

The Financial Institution shall provide the City with a copy of the Financial Institution's annual financial audit within 30 days of receipt by the Financial Institution of the Audit.

2.8 Account Description

Deposits of over \$123 million entered the depository account during 2011/2012. In the last fiscal year, the City issued approximately 4,500 accounts payable checks and approximately 1,000 electronic transactions (Federal Reserve wires, Automatic Clearing House (ACH) disbursements and collections). Accounts payable activity, in all forms, was in excess of \$23 million during 2011/2012. Accounts payable are processed by the City primarily on a twice monthly basis. A third-party service provides payroll checks and related bank transactions.

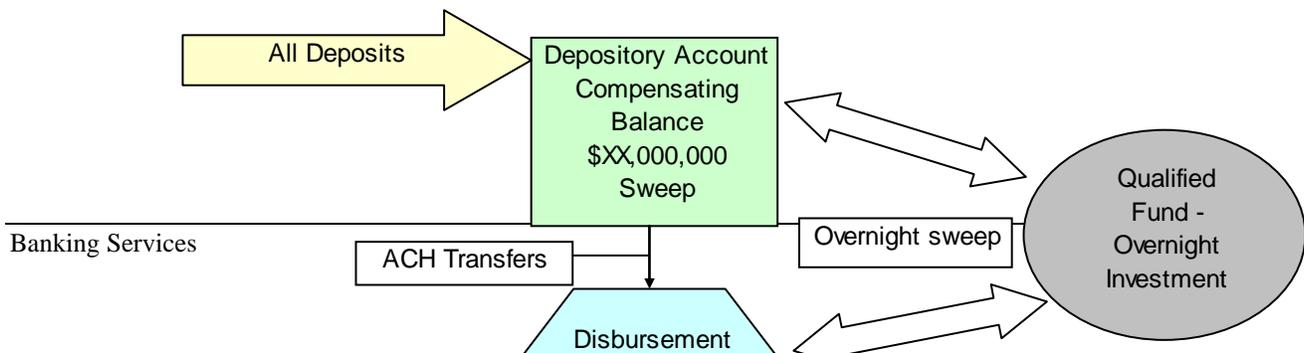
The City of Portage uses web-based banking systems extensively and desires current and prior day activity viewing capability for all bank accounts. In addition, all bank statements should be available on-line. We use ACH, EFT, and Wire web-based origination and direct file send for certain applications and expect that area to continue to expand in the future. Our Treasury converts all check deposits to ACH that are then sent electronically. The City of Portage receives cleared checks currently by web-based banking image and quarterly CD image. Information in this Table is based on January 2012 through July 2012 data

Description	Annual Estimate	Monthly Average	High/Low
Depository services			
Credits & Deposits Posted	1,200	100	114 / 91
Imaged Checks Deposited	13,582	1,132	1981 / 709
Return item redeposit	17	1	4 / 0
Disbursement services			
Check / Debit posted	4,466	372	437 / 313
Reconciliation services			
Payee name verification	4,133	344	409 / 285
Funds transfer services			
EFT debit	19	2	8 / 0
Fed credit	36	3	4 / 1
ACH services			
ACH receiver transactions	9,996	833	974 / 704
Check deposits thru ACH	46,839	3,903	5317 / 2919
Debits originated	5,645	470	541 / 420
Credits originated	1,330	111	141 / 76
Online reporting services			
Transactions reported	7,109	592	711 / 503
Number of users		7	7 / 6
Average Ledger Balance		3,127,507	4672229 / 1833793
Float		31,603	110852 / 4843
Net collected Balance		3,095,904	4667386 / 1828855

2.9 Account Structure

The City of Portage currently uses a depository account, a disbursement account, and three limited access special purpose Zero Balance Accounts (ZBA). A Positive Pay Service is also used to protect the disbursement account and the three ZBA accounts. Fixed income investments are not a part of this banking service

Current Banking Account Structure Chart



2.10 Sample Scope of Basic Banking Services

A scope of services similar to that listed below will be finalized upon selection of financial institution(s).

- 2.10.1 **General Banking:** The financial institution must have a centralized cash vault operation that can accommodate the security, deposit volume, and change order demands associated with our accounts. The financial institution must process returned/re-cleared items, stop payments, change/currency orders, and photocopying services for items or documents related to the City's bank accounts.
- 2.10.2 **Deposit Verifications:** The financial institution must provide for deposit verification and return of validated deposit receipts to the City.
- 2.10.3 **Electronic Money Transfers:** The Financial institution must provide incoming and outgoing electronic money transfer services, including ACH and Wire safeguards and security measures.
- 2.10.4 **Electronic Treasury Services:** Systems support must be available for staff access. The Financial Institution must promptly research, resolve and correct “glitches” as may occur to customer accounts resulting from ACH check conversion, etc., as a primary customer service concern.
- 2.10.5 **Direct Deposit:** The financial institution must have the capability to accommodate a wide range of electronic payment and deposit services.
- 2.10.6 **Overdraft Protection:** The financial institution must provide overdraft protection.
- 2.10.7 **Retainage Administration:** The financial institution must provide an economical and efficient system for interest bearing retainage accounts to ensure city compliance with state of Michigan law.
- 2.10.8 **Balance Reporting:** The financial institution must have an electronic communication/file transmission system that allows the City to access data by 8:00 a.m. local time, including previous day balance, collected balances, earnings allowance, and transaction information for each designated account.
- 2.10.9 **Account Reconciliation:** The financial institution must provide monthly reconciliation reports, bank statements, account analysis statements, confirmations and other report related features within a maximum of 10 working days after month end. The financial institution must be able to provide various reports and statements in a computer media and also

provide specialized reports as needed.

2.10.10 Emergency Preparedness and Disaster Recovery: The financial institution must have a fully developed disaster recovery plan, including remote sites for currency acquisition and recovery of records.

2.10.11 Interim Financing: The financial institution must bid competitively on all legally acceptable interim financing debt issues such as tax anticipation notes, bond anticipation notes, or other notes issued in anticipation of future revenues.

2.10.12 Conversion Plan: The financial institution must provide for a smooth transition. The Financial institution must also provide on-site training to our personnel for the operation and use of the financial institution's services and automated systems.

2.10.13 Ancillary Banking Services

A. Armored Car Courier Services: The Financial Institution may provide for courier services available for the City's use. The City currently requires pick-up/delivery service at the following locations twice per week (locations may be added/deleted as the need requires):

City Hall, 7900 S. Westnedge Ave., Portage, MI 49002

B. Automated Teller Machine (ATM): The Financial Institution may provide for ATM at various City locations.

3 PROFESSIONAL SERVICE REQUIREMENTS

3.1 Coordination of Work Required

Unless specifically identified as work to be provided by the City staff, the Financial Institution shall furnish supervision and all labor, equipment, supplies, materials (except as otherwise noted herein), and perform satisfactorily the professional services at the frequencies and during the times as specified herein. The professional services shall include all functions normally considered a part of completing this work in a satisfactory manner. Compensation to cover any and all expenses shall be included in the proposed cost.

3.2 New Accounts

If the City of Portage develops a need for additional accounts during the life of this agreement, those new accounts and/or existing services applied to the additional accounts shall be provided with the same conditions (i.e. pricing and availability schedules) as those applied to the existing accounts and services. Conditions related to any new services would be negotiated and agreed upon prior to implementation of those services. If the Federal Reserve or other regulatory body provide for the establishment of new accounts or other regulations, which are favorable to the City of Portage, the Bank shall make those new services available to the City of Portage.

3.3 Default

The City may, by written notice to the Financial Institution, terminate the right to proceed as to the whole or any part of the contract (1) if the Financial Institution 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 Financial Institution fails to perform any other provisions of the contract. The Financial Institution 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 Financial Institution, (4) Price increases for services which are deemed excessive, in the sole discretion of the City.

3.4 Cancellation of Contract

The City of Portage reserves the right to cancel any agreement at any time, without cause, upon thirty (30) days prior written notice of its intent to terminate the agreement. The selected Financial Institution shall provide the City of Portage a minimum of ninety (90) days prior written notice of its intent to terminate any agreement.

3.5 Status of Financial Institution

The Financial Institution and its employees at all times shall be considered as independent contractors and not as City employees. In delivering services, the Financial Institution 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 Financial Institution under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the Financial Institution or employees of the Financial Institution be entitled to any City of Portage fringe benefit programs.

3.6 Employees of the Financial Institution

The Financial Institution shall at all times be responsible for the conduct and discipline of its employees and/or any subcontractor or persons employed by the Financial Institution. All workers must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any worker employed by the Financial Institution, 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

3.7 Laws and Municipal Ordinances

The Financial Institution 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 Financial Institution shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. No contract shall be implemented until it is executed by all parties.

3.8 City Contract Administrator

The Finance Director, or his designated representative, 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.

3.9 Supervision by Financial Institution

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

3.10 Billing and Payment

The Financial Institution shall present a monthly account analysis statement to the City, clearly detailing all services performed in the prior month and the charges for the services. The City will either pay the Financial Institution through the use of a compensation balance, with an annual settlement, or will pay a monthly invoiced amount. This decision will be made in final negotiations with the Financial Institution and will be part of the annual review process.

3.11 Assignability

The Financial Institution agrees that the work proposed shall be accomplished by the Financial Institution identified under Section 4.2. The Financial Institution agrees that any work under the contract to be assigned to another firm shall be done only with the prior written approval of the City Contract Administrator.

3.12 Copyright

The Financial Institution 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 Financial Institution further agrees to execute such documents as the City of Portage may request to effect such transfer or assignment. Further, the Financial Institution agrees that the rights granted to the City of Portage by this paragraph are irrevocable. The Financial Institution'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.

**4 CITY OF PORTAGE PROJECT INFORMATION SHEET
Banking Services**

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:

Bank Savings & Loan Credit Union

Other (please explain) _____

4.2 Financial Institution Name: _____

Address: _____

Telephone Number: _____ Fax: _____

First Date in Business: _____

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

Yes No

If yes, please explain (use additional Page)

4.4 Experience: Please indicate below the experience of the Financial Institution pertaining to the specific type of services listed. Please restrict projects listed to those projects services as identified in the Request for Proposal. Under the Self-Evaluation Section, please rate how you believe the contact person in charge of the service would rate services if they were contacted by the City of Portage and asked to rate overall satisfaction with the services provided by your Financial Institution. Please restrict your Self-Evaluation responses to the terms Excellent, Good, Satisfactory, and Unsatisfactory.

	Reference A	Reference B	Reference C
Name of Company			
Brief Description of Services			
Contact Person			
Telephone (of contact person)			
Self Evaluation			

	Reference D	Reference E	Reference F
Name of Company			
Brief Description of Services			
Contact Person			
Telephone (of contact person)			
Self Evaluation			

4.5 The award of the contract for professional services is based upon the draft contract form attached. Is this document, as proposed, acceptable to you if you were to be awarded the 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.)

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 Financial Institution identified in Question 4.2 above to execute this information sheet on behalf of that Financial Institution.

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

FINANCIAL INSTITUTION: _____

BY: _____
(Signature)

NAME: _____
(Please Print)

POSITION: _____

TELEPHONE: _____ FAX: _____

5 PROPOSED FEE STRUCTURE

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.

If you cannot submit a proposal in the format requested, please attach a schedule of total compensation that will cover any and all expenses and services related to the project.

Provide proposed fee structure for the services identified in this attachment and any other fees that may be proposed. Provide this analysis for each account. Please indicate any services for which you require direct payment (hard dollars). It will be assumed that all services may be paid for through service charge debit and/or a compensating balance certificate of deposit unless indicated otherwise in the financial institution’s response.

Fees are to be fixed for the first year. The City reserves the right to terminate the agreement thereafter if, in its sole opinion, such pricing changes, if any, are excessive.

A. Costing Summary for All Accounts Proposed

Depository Account	Average Monthly Units	Per Unit Cost	Total	Explanation
CURRENT ONGOING BANKING SERVICES:				
FDIC insurance	1			
Account Maintenance	4			
Master Account Maintenance	5			
Secondary Account Maintenance Fee	3			
Deposit Error Correction (checks)	1			
Checks (debits)	500			
Electronic Debits	50			
Credits	25			
Electronic Credits	90			
Target Balance Debit	15			
Target Balance Credit	15			
Cash Processing - Branch	7,000			
Items Deposited	10,000			
Returned Items	11			
Returned Items Redeposit Charge	14			

Positive Pay Suspect Report Fax Fee	4			
Depository Account	Average Monthly Units	Per Unit Cost	Total	Explanation
CURRENT ONGOING BANKING SERVICES (Con't):				
Positive Pay Monthly Fax Fee	1			
Photocopy of Check	7			
Positive Pay ARP Maintenance - Full	1			
ARP Checks - Full	500			
Positive Pay File Transmission	3			
ARP/Positive Pay Manual Entries	20			
ARP File Output-Transmission	2			
ACH Monthly Balance	1			
ACH Items Originated	400			
ACH Monthly Maintenance	1			

All Existing Accounts	Average Monthly Units	Per Unit Cost	Total	Explanation
ACH Item Charge	30			
ACH Returned Item	5			
ACH file	5			
ACH Reversal - manual entries	1			
ACH Customer Activity Report - Mail	15			
ACH Notification of Change	6			
Automated Domestic Wire	5			
Domestic Incoming Wire	7			
Electronic Payment Module	1			
Information Report - Previous Day Transactions	3			
Sweep Maintenance Investment	1			
Sweep Maintenance Investment Report	1			
Sweep Debit	12			
Sweep Credit	10			
Monthly Required Balance	563,690			
ACH Deletion	1			
Book Transfer Via Wire	1			
Deposit Poly Bags - cost per carton				
Deposit Slips - a Box of Book Bound Self-Carbon				
ANCILLARY SERVICES:				
ARMORED CAR SERVICE				
Electronic/Internet Services Not Listed Above:				

Other Items Not Listed Above:				

B. Detail of Charges by Individual Account:

Depository Account	Average Monthly Units	Per Unit Cost	Total	Explanation
Account Maintenance	1			
Electronic Debits	25			
Credits	25			
Electronic Credits	70			
Cash Processing - Branch	10,000			
Items Deposited	11,000			
Returned Items	11			
Returned Items Redeposit Charge	14			
Photocopy of Check	1			
ACH Monthly Maintenance	1			
ACH Items Originated	400			
Electronic ACH Item Charge	27			
ACH Returned Item	5			
ACH File	6			
ACH Reversal - Manual Entries	1			
ACH Customer Activity Report - Mail	12			
ACH Notification of Change	6			
Domestic Incoming Wire	7			
Sweep Maintenance Investment	1			
Sweep Debit	12			
Sweep Credit	10			
Deposit Error Correction - Check	1			
ACH Deletion	1			
Book Transfer Via Wire	1			
Required Balance				

Accounts Payable Account	Average Monthly Units	Per Unit Cost	Total	Explanation
Account Maintenance	1			
Master Account Maintenance Fee	1			
Debit	500			
Electronic Debit	26			
Electronic Credit	20			
Target Balance Debit	15			
Target Balance Credit	1			
Positive Pay Suspect Report Fax Fee	1			
Positive Pay Monthly Fax Fee	1			
Photocopy of Check	1			
ARP Maintenance - full with positive pay	1			
ARP Checks - full	500			
Positive Pay File Transmission	5			
ARP/Positive Pay Manual Entries	10			
ARP File Output - Transmission	1			
ACH Item Charge	50			
Automated Domestic Wire - Outgoing	6			
TMCD Payment Module	1			
TMDC Info Report - Previous Day	3			
Sweep Maintenance Investment	1			
Sweep Debit	10			
Sweep Credit	15			
Required Balance				

Payroll Account	Average Monthly Units	Per Unit Cost	Total	Explanation
Account Maintenance	1			
Secondary Account Maintenance Fee	1			
Debit	3			
Electronic Debit	6			
Electronic Credit	3			
Target Balance Debit	1			
Target Balance Credit	3			
Positive Pay Suspect Report Fax Fee	1			
ARP Maintenance - Full with Positive Pay	2			
ARP Checks - Full	5			
ARP File Output - Transmission	1			
ARP Positive Pay Manual Entries Required Balance	3			
Employee Flexible Spending Account	Average Monthly Units	Per Unit Cost	Total	Explanation
Account Maintenance	1			
Secondary Account Maintenance Fee	1			
Electronic Debit	5			
Target Balance Credit	4			
Positive Pay Suspect Report Fax Fee	1			
ARP Maintenance - Full with Positive Pay	1			
Required Balance				
Retainage Activity	Average Monthly Units	Per Unit Cost	Total	Explanation
Transactions per month	2			
Number of individual accounts - high	10			
Number of individual accounts - low	3			
Account Maintenance	1			
Master Account Maintenance Fee	1			
Debit	0			
Electronic Debit	2			
Electronic Credit	1			
Secondary Account Maintenance Fee	1			
Positive Pay Suspect Report Fax Fee	1			
ARP Maintenance - Full with Positive Pay	1			
ARP Checks - Full	1			
ARP/Positive Pay Manual Entries	1			
Required Balance				

PROVIDE THE RATE AND FORMULA FOR THE FOLLOWING:

1. Earnings rate on collected balances
2. Warrant float
3. Compensating Balance Certificate of Deposit

PROVIDE SAMPLES OF THE FOLLOWING REPORTS:

1. Daily Depository Account Balance & Activity Report
2. Warrant Redemption Account Balance Report
3. Monthly Demand Deposit Analysis Report
4. Monthly Bank Account Statement

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 Financial Institution, 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.

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

Signed: _____ Name: _____

Title: _____ Date: _____

Financial Institution Name: _____

Address: _____

Telephone: _____ FAX: _____

ATTACHMENT I

STATEMENT OF QUALIFICATIONS CHECKLIST

1. The following information is attached as required by the RFP.

- Meet minimum requirements of RFP
- Proposed fee schedule including a pro forma account analysis
- Statement of qualifications
- Banking service questions
- Client references
- Funds availability schedule
- Equal opportunity requirements
- Non-collusion certificate

2. Exceptions to any elements presented in the RFP

The authorized signature in the space below indicates acceptance of the Financial Institution of all the terms and conditions as presented in the RFP.

Financial Institution: _____

Authorized Signature: _____

Title: _____ Date: _____

ATTACHMENT II
NON-COLLUSION CERTIFICATE

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Portage for consideration in the award of a contract on the improvement described as follows:

Banking Services

CORPORATE SEAL

Financial Institution _____

By: _____
(Authorized Signature)

Title: _____

Sworn to before me this _____ day of _____, 20__.

Notary Public:

STATE OF _____)

) ss.

COUNTY OF _____)

ATTACHMENT III
AFFIDAVIT OF EQUAL OPPORTUNITY COMPLIANCE

ATTACHMENT IV

FUNDS AVAILABILITY SCHEDULE

Attachment V
DRAFT CONTRACT AGREEMENT

Following is a “*draft copy*” of the contract that will be executed by the City and the Financial Institution for the completion of this project. If an alternate contract is required by your financial institution, please attach it and label it “Attachment V”.

CITY OF PORTAGE
CONTRACT

THIS CONTRACT made the ____ day of _____, 2012 by and between _____ hereinafter called the "Financial Institution," 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 Financial Institution 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 banking services all in strict accordance with the Request for Proposal, including any and all addenda, which specifications are made a part of this contract, and in strict compliance with the Financial Institution's proposal and other contract documents herein mentioned which are a part of this contract; and the Financial Institution shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II - COMPENSATION TO BE PAID TO THE FINANCIAL INSTITUTION

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 as stated in the Section 5 Proposed Fee Structure of the Request for Proposals 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 Financial Institution agrees to perform the work included in Article I using its 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. Request for Proposals
3. Instructions for Proposal Submission
4. Scope of Services
5. Professional Service Requirements
6. Financial Institutions 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)

FINANCIAL INSTITUTION

Attest:

By: _____
Signature

Print name and Title

Print Name and Title

(SEAL)

CITY OF PORTAGE

Attest:

By: _____
Maurice S. Evans, 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: _____

C. If the contractor is a sole proprietorship/partnership, the following certificate must be executed:

I, _____, certify that I am the
owner/partner of the company named as Contractor in the contract and that I have the authority to
bind _____, to contractual
agreements.

Print or type name of company/DBA

Dated: _____, 20____ By: _____
Its: _____

Notes to Certificate:

1. The full name and business address of the Contractor must be inserted in the contract and the contract must be signed with his/her official signature. The name of the signing party or parties are to be typewritten or printed under all signatures of the contract.
2. If the contract is signed by the secretary of the corporation, the above certificate must be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of so much of the records of the corporation and will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.
3. If the Contractor is operating as a partnership, each partner must sign the contract, or if not signed by each partner, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract and on behalf of the partnership.
4. If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) must be indicated in the contract and the contract must be signed by such individual. If signed by someone other than the Contractor, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.
5. If an LLC, the contract must be signed by a member of the LLC. If signed by someone other than the member, there must be attached to the contract the duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the contractor.