



NOTICE

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

CONTRACTED TEMPORARY/SEASONAL EMPLOYEES

If your firm plans to submit a proposal on this contract, 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 Department will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.



Date Released: April 11 2013

REQUEST FOR PROPOSALS
TEMPORARY EMPLOYMENT SERVICES

The City of Portage invites interested Firms to submit information regarding their experience, qualifications, and fees for providing temporary employment services for seasonal laborers and seasonal CDL-Class B laborers/drivers. 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 evaluating the firm for further consideration. The City is desirous of receiving proposals for an hourly rate. In the event the firm is unable to submit such a proposal, the firm is invited to submit a proposal based on the fee/compensation structure that you deem most appropriate. In any case, the proposal submitted should cover any and all expenses related to the project. PRIMARY CONSIDERATION WILL BE GIVEN TO PROPOSALS SUBMITTED IN THE FIRM SPECIFIC DOLLAR FORMAT REQUESTED.

Favorable pricing will be one element of the selection process, but the experience of the firm, qualifications, and references will be significant factors in award of this service contract. Final decision on selection of the Firm for this project will be determined by the Portage City Council. 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.

If you have any questions regarding the specifications, please contact Rob Boulis, Director of Employee Development. If you have questions regarding purchasing procedures, please contact the Purchasing Department at (269) 324-9284.

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: Temporary/Seasonal Employees

CLOSING DATE AND TIME: 3:00 p.m. Thursday, May 2, 2013

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. INSTRUCTIONS TO FIRMS

1.1. Examination of Proposal Documents

Before submitting a proposal, firms 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 firm may withdraw its 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 ninety (90) days after the date of opening set forth in the advertisement.

1.3. Proposal Opening

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

1.4. Interpretation of Documents

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of any drawing or specification, he/she may submit to the Purchasing Agent a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person on record as receiving as set of the Contract Document. Neither the City nor the Purchasing Agent will be responsible for any other explanations or interpretations of the Contract Documents.

1.5. Proposal Form

1.5.1. 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 bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the firm.

1.5.2. 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 firm to see that its bid is received in the proper time. Any proposal received after the bid opening date and time shall be returned to the firm unopened.

1.5.3. Project Information Sheet: Responsive proposals must include a fully executed interested party information sheet located in the document proposal. This document is self-explanatory.

1.6. Proposals Submitted via Facsimile Equipment

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

“Sealed Proposal _____ for opening _____”
Proposal Name Date

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

1.6.3. In electing to use the facsimile option, the firm 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 firm.**

1.7. Award Criteria

The City will consider all the relevant material submitted and other relevant material it may otherwise obtain in the selection of a firm. It is the desire of the City of Portage to select the firm that will provide the best overall value for the required services. The following elements will be given consideration by the City in the evaluation of firms for the required services:

- Mark-up Cost / Fees
- Experience in servicing similar accounts
- References
- Acceptance of terms and conditions
- Other relevant information as submitted or obtained

2. **TERMS AND CONDITIONS**

2.1. City Contract Administrator

The Director of Employee Development, or designate, shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

2.2. Status of Firm

The Firm and its employees at all times shall be considered as independent contractors and not as City employees. As an independent contractor, payment to the Firm under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the Firm or employees of the Firm be entitled to any City of Portage fringe benefit programs.

2.3. Payment of Wages and Tax Withholdings

The Firm shall be responsible for payment of all wages, income tax withholdings (state and federal), Social Security Tax and Medicare Tax payments, insurance, workers compensation, and any state/federal mandated benefits (i.e., Affordable Care Act) for the temporary employee. Temporary employees shall be paid on a weekly basis.

2.4. Supervisory Control

The City of Portage shall exercise all supervisory control and general control over all day-to-day operations, including control over all workers' duties, and the right to hire, fire, and discipline all employees.

2.5. Laws and Municipal Ordinances

The Firm 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 Firm shall at all items 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.

If the corporation is not a Michigan corporation, a "Certificate of Authority to Transact Business in the State of Michigan" if required by MCLA 450.2001, et. Seq., shall be submitted to the City by the successful bidder.

2.6. Contractor's Insurance

The successful bidder will also be required to furnish:

- 2.6.1. Workers compensation insurance, including employer's liability, under the Workers Compensation Statutes of the State of Michigan.

- 2.6.2. Comprehensive General Liability Policy of at least \$2,000,000/occurrence for personal injury and property damage.
- 2.6.3. ALL INSURERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.
- 2.6.4. 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, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES ARE INCLUDED AS ADDITIONALLY INSURED PARTY (except for Workers Compensation). It is understood and agreed that by naming the City of Portage as additional insured, coverage afforded is considered to be primary and any other insurance the City of Portage may have in effect shall be considered secondary and/or excess.
- 2.6.5. The certificates of insurance indicated above shall be endorsed to provide prior written notice to the City of cancellation, material change in policy or of intent not to renew or cancellation notice for non-payment of premium.
- 2.6.6. It shall be the firm'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.

2.7. Non-Discrimination

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

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation

issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

2.8. Indemnification

To the fullest extent permitted by Laws and Regulations, the Firm, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as “Indemnified Parties”) from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Firm, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable. Provided, however, that the Firm shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party’s percentage of responsibility for such injury or damage.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Firm, 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 Firm 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 firm constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the firm under the terms of the contract. The firm 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.

2.9. 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.

2.10. Contract Period

The contract will begin July 1, 2013 and end June 30, 2014. Firms are requested to submit wage mark-up rates for two periods: July 1, 2013 through December 31, 2013 and January 1, 2014 through June 30, 2014.

The contract resulting from this solicitation may be extended for two (2) 1-year periods with the approval of the firm and the City. The City shall be the final authority in determining whether renewal proposals shall be accepted or new proposals shall be solicited

2.11. Change in Law: The Firm may pass through a rate increase or decrease based on change to employment laws/payroll taxes (for example, a change in FICA). Firms must take into consideration with its proposal all costs that may be warranted with the January 1, 2014 Affordable Care Initiative.

2.12. Severability: The successful Firm 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.

2.13. Contract Termination: The successful Firm agrees that any temporary employee that has not completed his/her term of employment at the end of this contract period will be forfeited to the City of Portage to either 1) terminate the term of employment, 2) hire as a City of Portage direct hire, or 3) transfer to another employment agency.

2.14. Compensation to be Paid to the Contractor

Payment will be made upon satisfactory completion of the work, net 30 days.

3. SPECIFICATIONS

3.1. The City of Portage is seeking an agency to provide temporary/seasonal general laborers and CDL-Class B temporary/seasonal laborers.

3.2. Recruitment

The City of Portage will conduct recruitment, selection, drivers' license and criminal history checks. A separate bill rate is required if the firm is requested to conduct the recruitment; however, this is not anticipated at this time.

3.3. Job Description

3.3.1. Seasonal/Temporary Laborer: Operate pickup trucks, lawn maintenance equipment, chain saws, tractors and snow throwers. Must be willing to work outside in all weather conditions. All seasonal/temporary laborers may be required to do a drug/alcohol screen following a vehicular accident.

3.3.2. Seasonal/Temporary CDL-Class B Laborer: In addition to the above, CDL-Class B laborers operate dump trucks with and without snow plows, front end loaders, trash/compactor trucks, pothole filling equipment, and other heavy equipment. CDL-Class B laborer must participate in the city random drug screen program.

3.4. Typical Assignments

A typical work week is 40+ hours per week. A typical assignments range from 20 to 30 weeks. Overtime rate of 1.5 shall be paid for hours exceeding 40 in a seven day work week.

3.5. Annual Hours

It is estimated, but not guaranteed, that for the period of July 1, 2013 through June 30, 2014 that there will be a need for seasonal laborers to work 13,480 hours. CDL-Class B laborers annual hours is estimated at 4,000 hours.

3.6. Estimated Number of Employees:

- Late Spring/Summer
Seasonal/Temporary Laborer – 10 employees
Seasonal/Temporary CDL-Class B Laborer – 0 employees
- Fall (6 week period)
Seasonal/Temporary Laborer – 10 employees
Seasonal/Temporary CDL-Class B Laborer – 8 employees
- Winter
Seasonal/Temporary Laborer – 4 employees
Seasonal/Temporary CDL-Class B Laborer – 4 employees

3.7. Drug Screening: The City of Portage will arrange and pay for all pre-employment drug screens, as well as random employment drug screens. An employee not willing to submit to random drug screens will be terminated.

3.8. Rate of Pay: The agency will guarantee the following rates of pay:

- 3.8.1. Seasonal/Temporary Laborer: \$8.25/hour
- 3.8.2. Seasonal/Temporary CDL-Class B Laborer: \$16.79/hour.
- 3.8.3. Overtime: Overtime rate of 1.5 shall be paid for hours exceeding 40 in a seven day work week.
- 3.9. Conversion of Temporary Employee to City Employee: If the City of Portage recruited the temporary employee and later hires the temporary employees as a City of Portage employee, there will be no termination fees paid to the firm.
- 3.10. Recruitment Rate: As an alternate proposal, firms are requested to supply a wage mark-up rate which will include all recruitment costs – including advertising, interviewing, background checks, drug screens, etc.

CITY OF PORTAGE REQUEST FOR PROPOSALS -- COST SUMMARY

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.

I propose to provide employment services as specified in the Request for Proposals, except as outlined on the attached sheet entitled "Exception to Specification", as stated below:

Contract Period: July 1, 2013 through December 31, 2013

| <u>Position</u> | <u>Estimated Annual Hours</u> | <u>Hourly Billing Rate</u> | <u>Total</u> |
|--|-------------------------------|----------------------------|--------------|
| Seasonal/Temporary Laborer (employee to receive \$8.25/hour) | 13,480 | \$ _____ | \$ _____ |
| Seasonal/Temporary CDL-Class B Laborer (employee to receive \$16.79/hour) | 4,000 | \$ _____ | \$ _____ |
| Total July 1, 2013 through December 30, 2013 | | | \$ _____ |

Overtime Rate July 1, 2013 through December 31, 2013

| | <u>Hourly Billing Rate for Overtime</u> |
|---|---|
| Hourly Billing Rate for Overtime Seasonal/Temporary Laborer (employee to receive \$12.375/hour) | \$ _____/hour (overtime rate) |
| Seasonal/Temporary CDL-Class B Laborer (employee to receive \$26.685/hour) | \$ _____/hour (overtime rate) |
| Additional Hourly Rate if Firm Recruits Employees: | \$ _____ additional/hour |

Contract Period: January 1, 2014 through June 30, 2014

| <u>Position</u> | <u>Estimated Annual Hours</u> | <u>Hourly Billing Rate</u> | <u>Total</u> |
|--|-------------------------------|----------------------------|--------------|
| Seasonal/Temporary Laborer (employee to receive \$8.25/hour) | 13,480 | \$ _____ | \$ _____ |
| Seasonal/Temporary CDL-Class B Laborer (employee to receive \$16.79/hour) | 4,000 | \$ _____ | \$ _____ |
| Total January 1, 2014 through June 30, 2014 | | | \$ _____ |

Overtime Rate January 1, 2014 through June 30, 2014

| | <u>Hourly Billing Rate for Overtime</u> |
|---|---|
| Hourly Billing Rate for Overtime Seasonal/Temporary Laborer (employee to receive \$12.375/hour) | \$ _____/hour (overtime rate) |
| Seasonal/Temporary CDL-Class B Laborer (employee to receive \$26.685/hour) | \$ _____/hour (overtime rate) |
| Additional Hourly Rate if Firm Recruits Employees: | \$ _____ additional/hour |

TERMS: _____
(Minimum of 30 days, please
identify any discounts given)

FIRM NAME: _____

BY: _____
Signature

DATE: _____

BY: _____
Name and Title (print or type)

ADDRESS: _____

PHONE _____ Street City State Zip Code FAX: _____

PROJECT INFORMATION SHEET

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

1. Please indicate the response that best describes your business:

Sole Proprietor Partnership Corporation

Other (please explain) _____

2. Company Name: _____

Address: _____

Telephone Number: _____ Fax: _____

E-Mail: _____ Web Site: _____

3. When Incorporated: _____

Where Incorporated: _____

4. Names of Corporate Officers/Owners: _____

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

Yes No

If yes, please explain (use additional page)

6. Is your Company up for sale? Yes No

If yes, please explain (use additional page).

7. Have you ever declared bankruptcy?

_____Yes _____No

8. Experience Statement: Attach a statement providing information detailing the experience you have which you feel will be helpful in evaluating your ability to successfully service the contract.

9. References:

Please list contracts similar to that requested for this project where your firm has provided temporary employees.

| <u>Name of Unit/ Company</u> | <u>Contact Person</u> | <u>Phone</u> |
|----------------------------------|---------------------------|--------------|
|----------------------------------|---------------------------|--------------|

A.

B.

C.

10. 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 proposal? _____Yes _____No.

If no, please explain in detail any provisions that would need to be changed, added, or deleted. Please provide replacement language for any unacceptable provisions. (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 firm identified in Question 1 above to execute this information sheet on behalf of that Company.

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

COMPANY: _____

BY: _____

(Signature)

NAME: _____

(Please Print)

POSITION: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

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 _____, 2013, by and between _____ hereinafter called the "Firm," and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called the "City."

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

ARTICLE I - SCOPE OF WORK

The Firm shall perform everything to be performed and shall provide and furnish all of the labor, materials, necessary tools, and expendable equipment, required to perform and complete in a workmanlike manner all the work required for the provision of temporary/seasonal laborers and temporary/seasonal CDL-B laborers all in strict accordance with Specifications, including any and all addenda, which specifications are made a part of this contract, and in strict compliance with the Firm's proposal and other contract documents herein mentioned which are a part of this contract; and the Firm 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 service 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 Firm further agrees to receive and accept payment based on the prices for services as set forth in the conformed copy of the Contractor's proposal as filed with the City on the _____ day of _____ as full compensation for furnishing all the costs of all premiums on insurance and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Specifications and the requirements under them. Payments are to be made to the firm in accordance with and subject to the provisions embodied in the contract documents hereto attached

ARTICLE III - ASSIGNMENT AND SUBCONTRACTORS

The Firm 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. Request for Proposals
3. Instructions to Firms
4. Terms and Conditions
5. Specifications
6. Firm's Proposal

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.

FIRM

Attest:

By: _____
Signature

Print name and Title

Print Name and Title

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. [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 _____,
print or type name of corporation
Inc., 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 _____
print or type name of LLC
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: _____

