



Charter Township of Meridian

5151 Marsh Road, MI 48864

Ph: 517.853.4144

Contact: Phil Deschaine, Township Treasurer

Request for Proposals: Banking Services

Proposal Due Date: July 21, 2023, 11:00 am EST

Introduction

Meridian Charter Township, hereafter referred to as the "Township," is issuing this Request for Proposals (RFP) for obtaining proposals for banking services for the Township. The objective of the RFP is to identify the banking institution(s) that can provide the most comprehensive services at the most competitive rates. The priorities of Township are safety & security, service, interest earnings and lower fees.

All information in a bidder's proposal and the subsequent contract is subject to the provisions of the Freedom of Information Act. 1976 no.442, as amended, MCL 15.231 or latest revision thereof. Bidders shall note that pricing methodologies, cost and fee proposals, and any other response information related to pricing shall not be considered confidential information.

This RFP is to result in an agreement for a period of three (3) years, with the option to renew the contract for an additional five (5) year period.

It is the Township's desire to select the bank that will provide the best overall value in a long-term relationship. The Township serves the community with essential services and collects tax millages for four school districts, and numerous public entities. With that in mind, the safety of the funds is of utmost importance. This priority is closely followed by the quality of current bank references. In our fiduciary role, we also seek to generate additional revenue from our significant cash balances and minimize our banking costs.

The following factors will be considered to select the most qualified bank to serve our banking needs:

- a. Safety of all our banking assets.
- b. Quality of references & the ability of bank representatives to serve the needs of Meridian Township.
- c. Earnings generated in our bank accounts.
- d. The cost to the Township for banking services.
- e. Location of branch office(s) within the Township or and/or contiguous communities.

This RFP does not commit the Township to award a contract, to pay any costs incurred in the preparation of a proposal under this request, or to procure a contract for services or supplies. The Township reserves the right to accept or reject any or all proposals received because of this RFP, to negotiate with all qualified sources, and/or to cancel this RFP in part or in its entirety, if it is in the best interest of the Township to do so.

To respond to this RFP, proposals must conform to the procedures, format, and content requirements outlined in this document. The Township reserves the right to waive, at its discretion, any irregularity or informality that the Township deems correctable or otherwise not warranting rejection of the RFP.

The Township reserves the right to check all references furnished and consider responses received in determining the award. The Township reserves the right to perform investigations as may be deemed necessary by the Township to assure that competent persons will be and are utilized in the performance of the Agreement and to verify the accuracy of the contents of proposals.

Tax Information:

2023 taxable value of Meridian Township:	\$2,200,000,000
Total millage Rate:	69 Mills
Township millage Rate:	10.5 Mills (including road millage bonds)

Township's Current and Proposed Bank System:

Meridian Charter Township collects and deposits approximately \$130,000,000.00 in revenue annually. The Township has primary accounts for the general fund (GF), and utility fund (UF), and a 'Trust & Agency' tax holding account. There are 8 other accounts, and all are currently held with one bank. We are moving towards pooled banking that will reduce these accounts to three. The twelve-month account average statement balance for the general fund account is \$12,000,000.00, with approximately 2,000 checks disbursed, 250 ACH transactions and 12 wire transfers. The Utility Fund carries an average balance of \$3,000,000.00, with approximately 350 checks written annually.

The utility department billing staff scan approximately 20,000 payment checks annually. The tax department receives approximately 12,500 checks annually and deposits the paper checks daily. About 6,000 paper general fund checks are deposited each year. Our intention is for the 18,500 tax and general fund checks to be scanned by the end of 2023.

Estimated Timetable:

Key milestones for procurement are shown below. Proposers shall note that the dates below are provided as a guideline only and are subject to change as the Township deems it in its own best interests.

RFP Release Date	June 15, 2023
Deadline for Clarifying Questions	June 30, 2023, 11:00 AM EDT
Proposal Submission Deadline	July 21, 2023, 11:00 AM EDT

Scope of Services:

The Township's intent is to bundle as many of the services as possible; however, the Township does reserve the right to make partial awards.

Responses to this RFP will include a cost proposal for services. An onsite presentation to demonstrate and further describe a respondent's capabilities may also be required.

Format of Response:

The Township requires the submittal of three (3) hard copies of the RFP response, as well as an electronic version on flash drive or other media. One of the responses should be a signed copy of the Proposer's response. To expedite and simplify proposal evaluation, and to assure that each proposal receives the same orderly review, all proposals should adhere to the format described below.

The company's name and/or initials shall be entered in the areas provided. All proposal sections and pages should be appropriately numbered. Proposals should include a table of contents and a listing of all reports, tables, or illustrations.

Responders must complete this information:

Company Name:	
Company Phone:	
Company Address:	
Website Address:	
Federal ID #	
Company Representative:	
Representative's Title:	
Representative's Signature:	
Representative's Phone:	
Representative's Email:	

Responses and submittals must include these five sections:

Section I: Costs and Earnings

Section II: Banking Capabilities Information

Section III: Staffing & Implementation

Section IV: Website, Technology Infrastructure, Security, and Interoperability

Section V: References & Institutional Questions

Section I: Costs and Earnings:

1. The Township will pay for banking services either through direct fees or compensating balances, whichever is more advantageous to the Township. Please explain how your compensation balance method works. Also, provide a detailed, all-inclusive, summary of the monthly banking fees that will be charged based upon the Township's current and proposed bank requirements. The proposal must confirm that the Township can determine which method it can use to pay for its banking services.
2. Detail on any other potential fees the respondent determines that may be collected and which were not covered in item 1 above.
3. Provide details on earnings to be paid on the Township's account balances.
 - a. Confirm which accounts that earnings will be paid on.
 - b. Is the earnings rate tied to the Fed funds rate, LIBOR, or other benchmark?
 - c. Indicate how quickly the bank will increase or decrease the earnings rate when the benchmark changes.

Section II: Banking Capabilities Information:

1. Collection and Deposit Services

- a. Describe the following related to collection and deposit services.
 - i. List cutoff times and requirements by location (teller, branch, etc.).
 - ii. Standard return and re-clear processing procedures.
 - iii. Bank's deposit locations in or adjacent to Meridian Township.
 - iv. Deposit reconciliation services available.

2. Remote Deposit Services including Check Truncation and Check Conversion.

The Township currently uses check imager/scanner hardware to capture check images for approximately 20,000 utility payment checks annually. We intend to expand this to 40,000 checks annually by including tax and general fund checks.

- a. Describe the following related to remote deposit services offered.
 - i. Portal entry or stand-alone service?
 - ii. What are the deadlines for same day credit of deposits?
 - iii. Provide information on the document retention policy for checks converted to ACH or processed via remote deposit capture.
 - iv. Is there liability for fraudulent deposit items?
 - v. Describe your scanning equipment (purchase or lease) requirements, software, transfer procedures, batching, and security.
 - vi. Are there any additional fees for scanning?
 - vii. Do you require proprietary scanning hardware? Will the Township have the option of purchasing its own scanning hardware to work with your scanning software?

3. Please provide details on funds availability policy

- a. When will monies deposited be available for withdrawal or transfer for each of these transaction types: cash, check, machine scanned checks, ACH credit, and wire transfer? Will holds be placed on any deposited items? If so, please describe circumstances which may lead to such holds.
- b. When will monies for certain payments be made unavailable for other use?
- c. Are there restrictions on the quantity or amounts of transfers between accounts? Are these restrictions defined by the user or the bank?
- d. Are there any fees associated with transfers between accounts not included in Section I of this response?

4. Online Information Reporting Services.

The Township currently uses our bank's online information reporting site to monitor our accounts, including current day, previous day, and deposit availability among other functions. Please provide a description of your on-line reporting system, including all features including but not limited to:

- i. Applications and modules that are available within the service.
- ii. Hours of access.
- iii. Level of detail for prior day and intraday information.
- iv. History retention of our banking activities.
- v. Export capabilities.
- vi. Internal control options and security features.
- vii. Imaging capabilities.
- viii. Technical requirements.
- ix. Are services provided on one comprehensive site or are multiple sites required?
- x. Please provide sample reports provided via your on-line system.

5. Automated Clearing House (ACH)

a. Describe the following related to ACH services:

- i. Methods by which the Township can submit ACH files or initiate ACH via bank software.
- ii. Pre-notification policy and cost.
- iii. Re-presentment of checks (RCK) through ACH on a targeted date.
- iv. Security measures for ACH initiation/origination and ACH reception (ACH filters and blocks).
- v. Examples for ACH submittals and authorization screenshots.
- vi. Provide examples of ACH reports available to the Township.

6. Wire Transfer Services.

a. Describe the following related to wire transfer services:

- i. Ability to initiate and monitor wire transfers online.
- ii. Ability to create and store recurring/repetitive wire instructions/templates.
- iii. Security measures for wire initiation and approval – dual control.

7. Positive Pay Banking Service

The Township utilizes a positive pay two-factor authorization system to protect our bank accounts against fraud and will continue using this type of system.

- i. Please describe your financial institution's positive pay functionality.
- ii. How well does your positive pay system integrate with the BSA software?
- iii. What are your control options, including defaults, dollar threshold, etc.?
- iv. Imaging capabilities.
- v. Online capabilities.
- vi. Notification report(s) delivery methods.
- vii. Provide sample reports.

8. Account Reconciliation Services

Describe your bank account reconciliation and reporting including sample reports.

9. Monthly Statement and Account Analysis

- a. Provide a sample copy of the bank's monthly statement and account analysis.
- b. Describe the monthly statement and account analysis regarding:
 - i. When are reports available and how are they made available?
 - ii. How long are report images maintained online?
 - iii. What is the bank's dispute resolution process?
 - iv. Are there fees not included in Section I of your response associated with retrieving statements?

Section III: Staffing & Implementation

Staffing

1. Which employees will be assigned to our account should you be awarded the contract?
 - a. How many years of service do these employees have working in the municipal sector?
 - b. How many municipal accounts are being managed currently by the team?
 - c. What is the financial organization's goal regarding municipal clients?
 - i. Are resources being allocated to this sector or are resources being moved to other profitable sectors?
 - ii. What is the level of commitment from the organization?
 - d. Please present information such as the municipal population, annual deposit amount in dollars, number of bank accounts, type of bank accounts, etc. on the top municipal clients you have in Michigan.

Implementation

1. Implementation Experience:
 - a. In consideration of a similar entity in type and size, when and with whom was the most recent implementation your staff handled?
 - b. Would you allow the Township staff to speak to that entity about the implementation process?
 - c. What sort of problems did your team encounter in past implementations and how were they remedied?
 - d. What are some key steps your staff will take to ensure a smooth transition?
 - e. How do you prioritize the activities for the conversion and implementation process?
 - f. How long does the on-boarding process generally take?
 - g. Assuming an August 1st start date, what would be your proposed timeline for conversion and going live with your bank?
 - h. Describe your training plan for Meridian Township's Accounting and Treasurer's office staff.

Section IV: Website, Technology Infrastructure, Security, and Interoperability

Website

1. Website
 - a. How user friendly is your client website? Please provide a few illustrative screenshots that demonstrate your website's ease of use.
 - b. How often do updates to the website occur?
 - c. Who would be our primary contact for support related to website issues?
 - d. Is the website managed by a third-party provider or is it a proprietary system?
 - e. What percent of the time has your banking website experienced business-hours downtime in the past 24 months?
 - f. What are your backup systems in place to cover any service outage?
 - g. Are there any fees associated with accessing banking services and information from your website not included in Section 1 of the response?

Technology Infrastructure, Security and Disaster Recovery

1. Technology Infrastructure & Security
 - a. Please list and provide information about the eservice/ecommerce tools that may help our organization such as automation of accounts payable and accounts receivable.
 - b. What is the financial institution doing to partner with technology companies to provide the tools and services customers are asking to receive?
 - c. Please list and provide description of technology used to protect access to online portals, including but not limited to the following:
 - i. Login restrictions based upon IP address and/or point of origin, and or blacklist/whitelist settings.
 - ii. Password settings requiring strong passwords that are unique for every user.
 - iii. Token based two factor authentication to online portals.
 - iv. Other methods of two factor authentication.
 - v. Customer available auditing of successful connections to the portals.
 - vi. Customer available auditing of failed connections to the portal.
 - vii. Email, text, or phone notifications of system defined security events.
 - viii. Additional notifications for customer defined and/or custom security events.
 - ix. Detail your security measures to identify fraudulent phishing email attempts to access our accounts.
 - x. Account management system & procedure that prevent customer account creation or elevation without established secure procedures.
2. Disaster Recovery
 - a. Provide an overview of your bank's disaster recovery plan for an entity of the Township's size.
 - b. What services or products do you have available to help the Township to continue functioning while it recovers from a disaster.

Interoperability

3. The Township requires a banking system that Interfaces with the Township's BS&A Software system.
 - a. What support can we expect from your bank to assist the us in using your bank software and the BS&A enterprise software system to the greatest potential?

Section V: References & Institutional Questions

References:

1. Please provide five (5) references (preferably municipal entities) for whom you have provided banking services like those required by the Township. Include for each reference a contact name, title, name of customer, address, telephone number, email address, and number of years as a customer.

Institutional Questions

1. What is the financial institution's most recent Community Reinvestment Act rating?
2. What community organizations is the bank involved with on a volunteer basis and/or providing financial support? Are organization leaders encouraged to join various non-profit boards?

General Instructions

All information in a bidder's response and the subsequent contract is subject to the provisions of the Freedom of Information Act 1976 no. 442, as amended, MCL 15.231 or latest revision thereof. Companies shall note that pricing methodologies, cost and fee proposals, and any other response information related to pricing shall not be considered confidential information.

The Township reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers of information are provided, or if departments are contacted prior to bid opening. All proposals submitted shall include the Township's RFP document and, in the format requested, no exceptions. Any submitted proposal not including the Township form may be rejected as non-responsive.

All documents and submittals provided with the RFP response shall become the property of the Township and shall be subject to public inquiry and dissemination as required. Any response that is submitted in full as "confidential" or "proprietary" shall be rejected as non-responsive, no exceptions.

All costs proposed shall remain firm for one hundred twenty (120) days from the date of the RFP opening.

Communication Restriction:

The Meridian Charter Township Treasurer, Phil Deschaine, shall be the sole point of contact for purposes of information concerning this RFP. From the date that this RFP is issued until the date the contract is awarded, interested parties should not contact any official or employee of the Township for additional information concerning this RFP. All questions should be in writing directed only to the Treasurer.

Cost of Preparation:

The Respondent shall be responsible for all costs incurred in the development and submission of any response.

Discrepancies or omissions:

If a Proposer should find discrepancies or omissions in these documents, they should at once notify the Township. The Proposer is required to furnish any information regarding any additional costs not covered herein by the Township with their proposal. It is the Township's intent for all costs to be included herein. Any costs not included herein may not be considered allowable costs under any contract.

Non-Collusion:

By signed submittal and completion of this document, the Proposer certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce.

RFP/Solicit Cancellation:

The Township reserves the right to cancel this solicitation and/or any planned award for any or no reason as it deems in its own best interests, at no additional costs to the Township. Such cancellation notice shall be provided to all respondents prior to final contract execution.

Economy of Responses:

Responses and presentations should be prepared simply and economically, providing a straightforward and concise description of the Proposer's capabilities to satisfy the requirements of the solicitation. Emphasis should be placed on completeness and clarity of content.

Reserved Rights:

Meridian Charter Township reserves the right to request any additional information which might be deemed necessary after responses are submitted as it deems in its own best interests to do so.

Further, the Township, as it deems in its own best interest, reserves the right to:

1. Reject any or all bids.
2. Issue subsequent RFPs.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the RFP process.
5. Approve or disapprove the use of subcontractors.
6. Solicit best and final offers from all or some of the Proposers.
7. Award an agreement in its own best interests.
8. Waive informalities and irregularities in responses and/or services proposed.

The Township reserves the right to check all references furnished and consider responses received in determining the award. The Township reserves the right to perform investigations as may be deemed necessary by the Township to assure that competent persons will be and are utilized in the performance of any Agreement and to verify the accuracy of the contents of responses.

Questions:

Any formal requests for clarification, questions, or additional information regarding this solicitation shall be submitted via email no later than June 30, 2023, 11:00 AM EST per the following contact information:

Phil Deschaine
Meridian Township Treasurer
5151 Marsh Road
Okemos, MI 48864
Phone: (517) 853-4144
Email: deschaine@meridian.mi.us

Any questions received after June 30, 2023, 11:00 AM EST shall not be considered. Questions received prior to the stated deadline will be collated into a single Addendum document to be provided to all proposers, on or about July 10, 2023. All questions, requests for clarification, or additional

information received by the Township regarding this RFP will not be considered confidential in any way, shape, or form.

Addendum:

The Township will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda prior to the response due date. Respondent should not rely on any representations, statements, or explanations other than those made in this RFP or in any written Addendum to this RFP.

Submittals Deadline:

The Township requires submittal of three (3) hard copies of the RFP response, each properly labeled, as well as an electronic version provided on a USB flash drive. The Company name shall be entered in the areas provided at the bottom of each page of the response.

Information requested in this RFP document shall be completed where requested. Responses should contain the elements of information requested. All proposal pages should be appropriately numbered. Any variances from specifications, which may be proposed, must be specifically noted as an "Exception."

All responses, documents, terms, and information related to the proposer's response to this RFP shall be submitted with the response package prior to the submission deadline. No separate schedules, agreements, terms, conditions, etc. shall be recognized or accepted if not initially submitted with the response to this RFP.

Proposal responses and submittals shall be received and date-stamped by the Township Treasurer's Office no later than July 21, 2023, 11:00 AM EST.

Responses must be shipped in one box or package with the following information prominently displayed:

Meridian Township Treasurer's Office
RFP – Banking Services
5151 Marsh Road
Okemos, MI 48864

Company Name: _____

If the response is sent by mail or commercial express service, the Respondent shall be responsible for actual delivery of the response to the Township Treasurer's Office before the deadline. All responses become the property of Meridian Charter Township. The content of all responses shall be held confidential and sealed until after the public bid opening at 11:15 AM on July 21, 2023.

Late Proposals, Modifications, or Withdrawal:

Proposals received after the date and time indicated will not be accepted or considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified shall be sealed and submitted to the Township Treasurer's Office prior to the proposal submission deadline. Following the deadline date proposals will be considered firm.

Price Quotations:

All costs and prices shall be quoted in U.S. dollars. Pricing/Rates proposed for complete services as described herein shall be inclusive of all overhead, all fuel costs, mobilization, labor, materials, equipment, scheduling, parking fees, setups, incidentals, profit, mailing and postage costs, and all other miscellaneous cost borne by the contractor throughout the life of the contract.

Solicit Evaluation/Award:

The Township reserves the right to award any proposer, or multiple proposers, for these services as it deems in its own best interests to do so.

The Township reserves the right to award in total, to reject responses in whole or in part, and to waive any informality or technical defects, if, in the Township's sole judgment, the best interests of the Township will be served. The solicitation file shall contain the basis on which the award is made. The award of this RFP and any subsequent contract shall be at the sole discretion of the Township.

Evaluation and Review: An evaluation committee, formed at the Township's sole discretion, will evaluate each response. The evaluation and award recommendation for this RFP shall be made to the responsible offeror whose response is determined to be the best value for the Township, based on information and submittals received.

Interview/ Presentation: Proposers who are selected for an interview and presentation by the evaluation committee will be provided the opportunity to clarify or elaborate on their submittal. This is a fact-finding and explanation session only and will not include negotiation. The Township will schedule and coordinate the exact date and time in advance.

Negotiations: The Township reserves the right to select the response that best fits the requirements of the Township, and upon recommendation for award, enter contract negotiations, and/or request revised responses from the recommended Proposer. If the Township and the recommended or selected Proposer cannot negotiate a successful contract, the Township may terminate said negotiations and begin negotiations with another recommended selected Proposer. This process will continue until a contract acceptable to the Township has been executed or all selected responses are rejected. No Proposer shall have any rights against the Township arising from such negotiations or termination thereof.

SAMPLE AGREEMENT TERMS & CONDITIONS

AGREEMENT

Between

The Meridian Charter Township
Michigan

and

(Contractor)

for

Banking Services

General

This Agreement entered into this ___ day of _____, 2023 by and between Meridian Charter Township, Michigan, a Michigan municipal corporation, 5151 Marsh Road, Okemos, MI 48864, and _____ (“the Contractor”);

WHEREAS the Township desires to obtain various professional banking services.

WHEREAS the Contractor desires to provide Meridian Charter Township with professional services related to those matters;

NOW, THEREFORE, in consideration of the foregoing and the acceptance of all responses, verbal and written, submitted by the Contractor to the Request for Proposal: Banking Services, hereby incorporated by reference, and intending to be legally bound, the parties enter into an AGREEMENT as follows:

The Meridian Charter Township “General Conditions and Instructions to Bidder” are hereby incorporated by reference.

All information in a bidder’s response and the subsequent contract is subject to the provisions of the Freedom of Information Act 1976 no. 442, as amended, MCL 15.231 or latest revision thereof. Bidders shall note that pricing methodologies, cost and fee proposals, and any other response information related to pricing shall not be considered confidential information.

All financial, statistical, personnel, technical and any other data and information relating to the Township’s operations shall remain strictly confidential. Any breach of confidentiality pertaining to any part of the Township’s operations shall result in immediate contract termination.

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an “Iran linked business,” as that term is defined in the Act.

The Township shall not be bound by any part(s) of any separate agreements which contains information, options, conditions, terms, or prices not requested nor required in this contract unless such conditions are agreed to by both parties prior to entering a contract.

Non-Discrimination:

The bidder agrees not to discriminate against any employee or applicant to be employed in the performance of such contract with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 453 of the Public Acts of 1976, as amended, entitled “Michigan Civil Rights Act.” The bidder further agrees to require similar provisions from any subcontractors used to service this proposal.

Non-Collusion:

By signed submittal and completion of this document, the Contractor certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Contractor understands collusive bidding is a violation of Federal Law and that any false statement thereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

Insurance Coverages:

The Contractor shall provide and maintain continued insurance coverage as required by the Township (see "Exhibit I" as needed) throughout the life of the Agreement. Failure to maintain insurance coverage required by the Township, or failure to provide proof of the required coverage in a timely manner, shall result in cancellation of the Agreement.

Indemnity Requirements:

Upon execution of the Contract, the Contractor shall agree to assume all liability for and protect, indemnify and save the Township, its agents, officers and employees, harmless from and against all actions, claims, demands, judgments, losses, expense of suits or actions and attorney fees for injuries to, or the parties hereto, and their agents contractors, sub-contractors, officers and employees, arising in connection with or as a direct or indirect result of entering into and performance of the contract, whether or not due to or arising out of the acts of any party thereto or its agents, contractors, sub-contractors, officers and employees, or by or in consequence of any negligence or carelessness in connection with the same or on account of liability or obligation imposed directly or indirectly upon the Township by reason of any law of the State of Michigan or the United States, now existing or which shall hereinafter be enacted, imposing any liability or liability or obligations, or providing for compensation to any person or persons on account of or arising from the death of, or injury to employees, said contractor shall pay, settle, compromise, and procure the injury to employees, said contractor shall pay, settle, compromise, and procure the discharge of any and all such claims and all such losses, damages, and expenses.

Confidentiality:

The Contractor acknowledges and understands that its employees may have access to proprietary information, blueprints, drawings, business information, or other confidential information belonging to Meridian Charter Township. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person or allow any other person access to any information related to the Township or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, facsimile transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the Township or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the Township may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Township's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the Township as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material at any time.

Contacts:

The Treasurer's Office is the sole point of contact in Meridian Charter Township with regards to all contractual matters relating to the commodities and/or services described herein. The Treasurer's Office is the only office authorized to change, modify, amend, alter, clarify etc., the specifications, terms, and conditions of this agreement.

The Treasurer when hereinafter used shall refer to the contact person for the successful vendor for day-to-day operations.

Services by the Contractor:

The Contractor shall provide such professional services as may be necessary to accomplish the work required to be performed and shall at its cost, furnish all necessary personnel, equipment, materials, and incidental items required as a part of their work, even though not particularly specified or indicated to competently perform the work.

The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the services described herein, in a competent and professional manner. The Contractor shall always cooperate with the Township and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the service.

Services provided by the Contractor under this agreement shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all reports, preliminary plans, designs, drawings, specifications, procurement documents and other services furnished for the Township by the Contractor.

In the performance of all services provided through this contract, the Contractor shall comply fully with all applicable laws, court decisions, and administrative regulations, and with all regulations and rules of the Township. The Township shall not be responsible for any failure to adhere to or follow any applicable laws, rules, and regulations, or for any penalties incurred in relation to any such failure.

The Contractor shall also render itself fully cognizant of all personnel and operational procedures of the Township which may be substantially impacted by the strategies recommended by the Contractor and shall identify such impacts to the Township. The Contractor shall not proceed with proposed strategies in areas so impacted without the approval of the Township.

The Township shall not be responsible for discovering deficiencies in the technical accuracy of Contractor's service. The Contractor shall be solely responsible for the accuracy of the services and shall promptly make necessary revisions or corrections resulting from its negligent acts, errors, or omissions without any additional compensation from the Township.

Approval by the Township of drawings, designs, specifications, reports and incidental consulting work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of the work. Neither the Township's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable in accordance with applicable law for all damages to the Township caused by the Contractor's negligent performance of any of the services furnished under this Agreement.

Acceptance of services, including payment for same, shall not relieve the Contractor of responsibility for subsequent correction of its negligent act, error, or omission or for clarification of ambiguities. During any other phase of work performed by others based on service provided by Contractor, the Contractor shall confer with the Township when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error, or omission without additional compensation, even though final payment may have been received by the Contractor. The Contractor shall give immediate attention to these corrections and/or changes.

In the event of any negligent act, error, or omission which the Township determined to be the responsibility of the Contractor in any phase of the service, the correction of which may require additional field or office work, the Contractor shall be promptly notified by the Township and shall be required to perform such corrective services as may be necessary without delay and without additional cost to the Township.

The contractor will be held responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications and shall assume full responsibility for all materials and workmanship used. They shall provide, without extra charge, all incidental items required as a part of their work, even though not particularly specified or indicated.

Any inability by the contractor for all reasons to maintain a regular and consistent workforce may result in default of this contract.

The Contractor shall agree to maintain security standards consistent with the security policy of the Township. These include strict control of access to data and maintaining confidentiality of information gained while carrying out their duties. The Contractor shall be required to ensure that all personnel employed on the contract, which require access to Meridian Charter Township information or facilities, meet the criteria for personal security clearance prescribed by the Township.

Performance by Subcontractors:

The Township understands and agrees that the actual performance of the services shall be made by the primary contractor as specified herein on the bid form page. For the purposes of this agreement, performance of the services by any subcontractor shall be deemed as

performance by the primary contractor itself. The successful contractors must obtain approval from the Township Treasurer for each such subcontractor. The primary contractor shall remain exclusively responsible for the performance or non-performance of the services by any subcontractor, to the same extent as if the primary contractor itself performed or failed to perform such services. Rates for subcontractor staff will not exceed any fee schedule established for the contractor for the job title/classification. The Township agrees to solely consider the primary contractor, and not to any subcontractor, for satisfaction of any claims that the Township may have arising out of this Agreement or the performance or nonperformance of services. In the event the prime contractor utilizes one or more subcontractors, the prime contractor will assume all responsibility for performance of services by the subcontractor(s).

Non-assignment:

The contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of Meridian Charter Township.

Contract term, Renewal:

The initial contract term shall be for a three (3) year period from the date on the Contract. Contract renewal, if executed, shall be for a period of five (5) years, subject to any additional approvals or authorizations. Costs, fees, and pricing provided herein shall remain firm for the applicable contract period.

The Township reserves the right to renew the contract for one additional five (5) year term, upon mutual agreement and negotiation with the Contractor, including any costs and fees updates.

Management of service contracts:

The Township's Treasurer shall be responsible for the day-to-day operation of the services and performance monitoring. Contractors are to note and document any performance or problems with the contract to the Township Treasurer's office; Township Treasurer will do the same for the Contractor. Questions concerning any issues should be addressed to the Treasurer's Office (see modifications).

Modifications:

This contract shall not be modified, amended, extended, or augmented without prior approval of the Township. Changes of any nature reflecting a material modification or change to this Contract, or any increase or decrease in total costs, shall not be permitted without a properly drafted Change Order provided by the Township Treasurer or designee.

Compensation:

The compensation to be paid to the Contractor for services under this Agreement shall be as provided in the proposal. Any provision in this Agreement to the contrary notwithstanding, the maximum obligation of the Township for services described in this agreement, or as specified in the subsequent contract(s), and any purchase order(s), and, unless this Agreement is modified in writing after the Township Board has authorized additional funds. The Township is not obligated to spend any minimum or maximum obligation authorized under this Agreement.

The Contractor shall be responsible for adherence to any local, Township, State, and Federal rules, regulations and ordinances and shall be required to obtain, pay for at its own expense, and maintain all applicable permits, licenses and fees pertaining to services or work required herein throughout the life of the contract. Failure to renew any applicable licenses and certifications, or the loss of these thereof, may result in immediate cancellation of the contract.

Personal Property Tax:

The Contractor shall certify the status of such payment to the Township by Affidavit assuring the Township in regard to the payment of property taxes, as needed.

Invoicing:

All invoicing of goods and services related to the Agreement shall be in U.S. dollars and shall be forwarded to the Township's Treasurer. During the performance of services under this Agreement, the Contractor shall submit detailed invoices in the format requested by the Township.

The Contractor shall furnish Affidavits of Payment for all subcontractors.

The successful Contractor shall be aware that invoicing related to this Agreement shall be accepted only from the Contractor as provided herein. Invoices not meeting this requirement shall be discarded. No consideration should be made by the Township on behalf of the contractor for any reason in these circumstances. In these circumstances corrected invoices resubmitted for payment shall not be considered after (90) ninety days.

Non-Reimbursable Charges:

Pricing proposed shall include all overhead expenses and incidentals which shall include, but not be limited to shipping/delivery, travel time (prior to reaching the work site), per diem, vehicle costs and equipment charges (prior to reaching the work site), and all fuel surcharges. No additional costs shall be recognized unless negotiated and agreed to in writing by both parties.

Method of resolving dispute:

The Contractor hereby acknowledges that the Township's Treasurer will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the SOW; and claims for damages, compensation and losses.

The Contractor shall be bound by all written determinations or orders and shall promptly comply with every written order of the Treasurer, including the withdrawal or modification of any previous written order and regardless of whether the Contractor agrees with the Treasurer's written determination or order. Any orders shall be issued in writing by the Treasurer; any verbal orders or instructions are not acceptable.

The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Treasurer. If the Contractor and the Treasurer are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

Should an inspection by the Meridian Charter Township Treasurer reveal that the contractor's service or work results in any non-acceptable condition:

- A. The Meridian Charter Township Treasurer at the time of the first circumstance shall call for a meeting with the contractor to eliminate any misunderstanding on the issues involved and work towards an acceptable solution for both parties.
- B. If the condition should repeat itself a second time, or continue in an unacceptable manner, the Meridian Charter Township Treasurer shall issue a written warning of possible contract termination should the condition continue.
- C. If the condition should be repeated for a third time, the Meridian Charter Township Treasurer and Finance Director shall call for another meeting with the contractor and a written notice of contract termination shall be issued by the Treasurer's Office.

Records to Be Maintained, Access to Records:

The Contractor shall maintain account books, records, documents, and other evidence directly pertinent to performance and billing of the services defined in this Agreement in accordance with generally accepted professional consulting and accounting practices. The Township, or its duly authorized representative, shall have access to such account books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Contractor shall provide proper facilities for such access and inspection.

The Contractor shall maintain and make available accounting records during the performance of the services under this Agreement and until three years from date of final payment for the Project. In addition, those records which relate to any appeal, agreement, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception. Upon completion of the project, the Contractor shall provide to the Township electronic copies of all interview notes, planning, assessment, design, and implementation documentation created for the project.

Disclosure of Litigation:

The Contractor shall notify the Treasurer, within ten (10) days of receiving notice, of any litigation, investigation, arbitration, or other proceeding involving the Contractor, or sub-contractor, that arises during the term of the Contract, including but not limited to complaints, disciplinary actions, civil actions, criminal actions, fraud allegations, bankruptcies, license procedures, or a complaint under the Sarbanes-Oxley Act. Should the Contractor fail to properly notify the Township under this clause, the Township reserves the right to unilaterally cancel the contract immediately.

Liability:

The Township and its employees shall exercise ordinary care in protecting the property of the vendor on Township property but shall not be held liable for any damage to the vendor's property due to weather, floods, fire, elements, normal usage, or any other causes.

Should any damage or defects in the vendor's property or equipment be observed by the Treasurer, notice will be summarily given as to the extent and nature of the damage or defect, and the responsibility for repair or replacement of the defective equipment shall rest solely with the vendor.

Should an audit, inspection, or examination of the contract disclose any overpricing or overcharging of any nature by the Contractor to the Township, the Contractor shall reimburse, through either cash remuneration or crediting of the Township's account, the actual amount of the overcharge. Failure to provide reimbursement in a timely manner to the Township shall result in immediate contract cancellation.

Independent Contractor:

The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of Meridian Charter Township. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between Meridian Charter Township and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of Meridian Charter Township, nor shall any such person be entitled to any benefits available or granted to employees of Meridian Charter Township.

Suspension of Services:

The Township may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the services for such period of time as may be determined to be appropriate for the convenience of the Township.

Termination:

The Township may, at any time prior to the completion of full performance by the Contractor, terminate the Agreement by giving written notice not less than thirty (30) days prior to the effective date of its intention to do so. Such termination may be for cause or for the convenience of the Township.

If the termination is for the Township's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the effective date of the notice of termination, less any payments previously made. Should the Township be eligible for any reimbursement based on pro-rated formula(s), such reimbursement shall be promptly paid to the Township. Such requests for reimbursement shall be supported with factual data and shall be subject to the Township's approval.

The Township may terminate this Agreement for cause upon thirty (30) days' notice if the Contractor has substantially failed to perform in accordance with the terms of the agreement, including but not limited to the requirement that the Project be completed in a timely manner. If the termination is for cause, the Township shall compensate the Contractor the amount of any fees earned prior to the effective date of the notice of termination, less any payments previously made and less any amount retained by the Township to defer additional cost the Township may sustain in connection with the unsatisfactory performance of the Contractor, including but not limited to costs associated with finishing the project.

In the event that the Township terminates the Agreement for cause pursuant to this section, and it later determined that the Township did not have sufficient cause for the termination, the Township shall compensate the Contractor as if it had terminated the Agreement for its convenience.

In the event the Agreement is terminated prior to its completion, the Contractor, upon payment as specified in this section, shall deliver to the Township all reports, interview notes, and other documents, including electronic files, which have been prepared in the course of the work done under this Agreement. All such material shall become and remain the property of the Township, to be used in such manner and for such purpose as the Township may choose. It is further agreed that in the event the Township shall terminate this Agreement due to failure to properly perform in a manner satisfactory to the Treasurer, the Township may make such arrangements as it desires for the completion of the Project. The Contractor shall make no claim for additional compensation against the Township by reason of such termination, beyond the amounts described in this section.

Contractor shall note: if the Township obtains or becomes aware of any past or pending complaints, disciplinary actions, civil actions, criminal actions, etc. concerning the Contractor, the Township reserves the right to unilaterally cancel the contract immediately, as it deems in its own best interests to do so.

Remedies:

All claims, counterclaims, disputes and other matters in question between the Township and the Contractor, including their agents, employees, subcontractors, Contractors or other subordinate parties arising out of or relating to this Agreement or its breach shall be decided in a court of competent jurisdiction within Ingham County, State of Michigan, or in the U.S. District Court for the Western District of Michigan. This Agreement is to be governed by and interpreted in accordance with the law of the State of Michigan.

Waiver:

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Severability:

This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Press Release or Other Public Communications:

Under no circumstances shall the Contractor without the express written consent of the Township: a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Township, or the work being performed hereunder, unless the Contractor first obtains the written approval of the Township. Such approval may be withheld if for any reason the Township believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and b) Communicate in any way with any Contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Township; and c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Township.

Proprietary Rights:

a) The Contractor hereby acknowledges and agrees that the Township retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Township to the Contractor hereunder or furnished by the Contractor to the Township and/or created by the Contractor for delivery to the Township, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this agreement. The Contractor shall not, without the prior written consent of the Township, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Township's copyrights or other proprietary rights.

b) All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Township, hereinafter referred to as "Developed Works" shall become the property of the Township.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the Township, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Township so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other documentation for the operations of the Township or entities controlling, controlled by, under common control with, or affiliated with the Township, or organizations which may hereafter be formed by or become affiliated with the Township. Such license specifically includes, but is not limited to, the right of the Township to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the Township for such person's or entity's use in furnishing any and/or all of the

Deliverables provided hereunder exclusively for the Township or entities controlling, controlled by, under common control with, or affiliated with the Township, or organizations which may hereafter be formed by or become affiliated with the Township. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

Ownership of Data:

All information provided by Township and any reports, notes, and other data collected and utilized by Contractor, its assigned employees, and/or subcontractors, pursuant to this Agreement, shall become the property of Township as prepared, whether delivered to Township or not. Unless otherwise provided herein, all such data shall be delivered to Township or its designee upon completion of the Agreement or at such other times as Township or its designee may request.

Acceptance of Facsimile, Scanned, or Electronic Signatures:

The parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image or such other electronic means. Such facsimile, scanned, or electronic signature shall be treated in all respects as having the same effect as an original, wet-ink signature.

Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Entirety of Agreement:

As this Agreement is a non-exclusive agreement, Township reserves the right to obtain competitive pricing or proposals, or enter into any agreement, for any additional or redundant items or services, similar to those provided under this Agreement, and to procure such items or services from any contractor of the Township's choosing, as it deems in its own best interests.

This Agreement, and any attachments, incorporated by reference, constitutes the entire agreement between the Township and Contractor relating to the subject matter hereof and supersedes any previous agreements or understandings, oral or written. If additional or supplemental terms and conditions either intentionally or inadvertently appear separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and any special conditions in this Agreement are the only conditions applicable.