



King County

Department of Executive Services
 Finance and Business Operations Division
Procurement and Contract Services Section
 206-263-9400 TTY Relay: 711

Request for Proposals (RFP)

ADVERTISED DATE: JUNE 1, 2014

Request for Proposals Title: **Banking Services**

RFP Number: **1025-14-PCR**

Due Date: **July 10, 2014, no later than- 2:00 p.m.**

Buyer: **Paul Russell, paul.russell@kingcounty.gov, 206-263-9317**

Alternate Buyer: **Rena Jackson, rena.jackson@kingcounty.gov. 206-263-9385**

Pre-proposal Conference:

A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Wednesday, June 11, 2014, in conference room 328 on the 3rd Floor of the Chinook Building, 401 Fifth Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **only** be received by:

King County Procurement Services Section
 Chinook Building, 3rd Floor
 401 Fifth Avenue
 Seattle, WA 98104

Office Hours: 8:00 a.m. – 5:00 p.m.
 Monday - Friday

We acknowledge that all Addenda issued for this RFP have been examined as part of the proposal documents.

Company Name

Address

City/State /Postal Code

Signature

Authorized Representative / Title

Email

Phone

Fax

Contact Name:

Phone

Email

Prime Proposer SCS / DBE Certification number (if applicable)

This Request for Proposal will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

DEFINITION OF WORDS AND TERMS APPLICABLE ONLY TO INSTRUCTION OF THE RFP

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by the County during the Proposal period and prior to contract award.

Best and Final Offer: Best and Final Offer shall consist of the Proposer's revised proposal and any supplemental information requested during the evaluation of Proposals. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last govern.

Competitive Range: The Competitive Range consists of the Proposers that have a reasonable chance of selection for contract award. The Proposal Evaluators (PE) shall conduct the initial evaluation of the proposals considering price and Evaluation Factors established in the RFP. The Buyer and Project Manager/PE together shall compare the evaluations and determine the Competitive Range. The Competitive Range may be reduced after the evaluation of additional information, Best and Final Offers and negotiations.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that the County shall examine to determine the Proposers understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the Proposer; potential for successfully accomplishing the Contract; risk allocation and the probable cost to the County.

Days: Calendar days.

Proposal Evaluators (PE): Team of people appointed by the County to evaluate the proposals, conduct discussions, call for Best and Final Offers, score the proposals and make recommendations.

Proposer Contracting Officer: means the Proposer's officer with signature authority, or the person to whom signature authority has been delegated in writing to legally bind Proposer to a contractual relationship.

Proposer RFP Coordinator: means that person designated by Proposer as Proposer's primary contact throughout the procurement process.

Proposal Documents: As referenced throughout this and the attached documents shall include all parts of this Request for Proposal ("RFP"), plans, specifications, Contract forms, supplemental specifications, special provisions, Contracts, addenda, and any and all other parts of the RFP and the Proposer shall follow the same in response to this RFP

Proposer: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a proposal to perform the Work.

RFP: Request for Proposals, also known as the solicitation document.

Reference Documents: Reports, Specifications, and drawings which are available to Proposers for information and reference in preparing proposals but not as part of this Contract.

Other capitalized terms not defined here are defined in the beginning of Attachment B sample Contract.

SECTION 1 PROPOSAL PREPARATION

1.1 Proposal Submission

Proposers are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed proposals shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time and place stated on the front of this RFP or as amended. The proposals shall show the title and number, the due date specified, and the name and address of the Proposer on the face of the envelope. Proposers are cautioned that failure to comply may result in non-acceptance of the proposal. The Proposer accepts all risks of late delivery of mailed proposals or of mis-delivery regardless of fault. Proposals properly and timely submitted will be publicly opened.

Proposals will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one proposal for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a proposal, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this RFP and state the reason they did not submit a proposal.

1.2 Electronic Commerce and Correspondence

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/procurement>. Current bidding opportunities and information are available by accessing the "**Solicitations**" tab in the left hand column.

King County Procurement Services features an **Online Vendor Registration (OVR)** program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting proposals, and later, any final award determination.

Full information on vendor registration is available at the website.

1.3 Late Proposals

Proposals, modifications of proposals, received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1.4 Cancellation of RFP or Postponement of Proposal Opening

The County reserves the right to cancel this RFP at any time. The County may change the date and time for submitting proposals prior to the date and time established for submittal.

1.5 Proposal Signature

Each proposal shall include a completed Proposal response form, the first page of this document, signed by an authorized representative of the Proposer.

1.6 Addenda

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the RFP, the County will issue a written Addendum to the RFP.

1.7 Questions and Interpretation of the RFP

No oral interpretations of the RFP will be made to any Proposer. All questions and any explanations must be requested in writing and directed to the Buyer no later than **ten (10)** Days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Communications concerning this RFP with other than the listed Buyer or Procurement staff may cause the Proposer to be disqualified. Any information modifying a solicitation will be furnished to all Proposers by addendum. **Communications concerning this proposal, with other than the listed Buyer may cause the Proposer to be disqualified.**

1.8 Schedule

<u>Month/ Day/ Year</u>	<u>Event</u>
<u>June 9, 2014</u>	Preproposal questions due, in writing
<u>June 11, 2014</u>	Preproposal conference (time see cover for details)
<u>July 10, 2014</u>	Proposals due
<u>July 14, 2014</u>	*Begin Evaluation of Proposals
<u>August 7, 2014</u>	*Begin Interviews/Demonstrations/conduct Site Visits if applicable
<u>August 18, 2014</u>	*Begin Negotiations
<u>September 1, 2014</u>	*Execute Contract

*NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1.9 Pre-Proposal Conference

A pre-proposal conference will be held at the time, date and location indicated on the cover page of the RFP. All prospective Proposers are strongly encouraged to attend. The intent of the pre-proposal conference is to assist the Proposers to more fully understand the requirements of this RFP. Proposers are encouraged to submit questions in advance to enable the County to prepare responses; these questions should be E-mailed to the Buyer. Questions will be encouraged during the pre-proposal conference also.

1.10 Examination of Proposal and Contract Documents

The submission of a proposal shall constitute an acknowledgement upon which the County may rely that the Proposer has thoroughly examined and is familiar with all requirements and documents pursuant with the RFP, including any addenda and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Proposer to comply with the above requirement shall in no way relieve the Proposer from any obligations with respect to its proposal or to any Contract awarded pursuant

to this RFP. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFP.

1.11 Cost of Proposals and Samples

The County is not liable for any costs incurred by Proposer in the preparation and evaluation of proposals submitted. Samples of items required must be submitted to location and at time specified. Unless otherwise specified, samples shall be submitted with no expense to the County.

1.12 Modifications of Proposal or Withdrawal of Proposal Prior to Proposal Due Date

At any time before the time and date set for submittal of proposals, a Proposer may submit a modification of a proposal previously submitted to the County. All proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal.

Proposals may be withdrawn by written notice received prior to the exact hour and date specified for receipt of proposals. A proposal also may be withdrawn in person by a Proposer or authorized representative provided their identity is made known and they sign a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for receipt of proposals. All requests for modification or withdrawal of proposals, whether in person or written, shall not reveal the amount of the original proposal.

1.13 Proposal Withdrawal After Public Opening

Except for claims of error granted by the County, no Proposer may withdraw a proposal after the date and time established for submitting proposals, or before the award and execution of a Contract pursuant to this RFP, unless the award is delayed for a period exceeding the period for proposal effectiveness.

Requests to withdraw a proposal due to error must be submitted in writing along with supporting evidence for such claim for review by the County. Evidence must be delivered to the County within two (2) Days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a proposal and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other proposal error or mistake, and the sole liability for any proposal error or mistake rests with the Proposer.

1.14 Error and Administrative Corrections

The County shall not be responsible for any errors in proposals. Proposers shall only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County.

The County reserves the rights to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

1.15 Proposal Content Requirements

A. The proposal shall contain the following items and follow the sequence outlined below:

- Sec. 1 & 2 Instructions and Information about the RFP Process
- Cover sheet with Proposer’s Signature
- Compliance Forms:

- Equal Benefit Worksheet and Declaration
- Internal Revenue Service Form W-9 *

*If not on file with the County within the past two years.

Compliance forms are available for download at <http://www.kingcounty.gov/procurement/forms>, Goods and Services web page.

Sec 3 - Scope of Work and Proposal Requirements

Executive Summary or Overview of Proposal – three pages maximum.

Proposer's Response to RFP Questions in following Section 3 Response to Proposal. DO NOT include any Marketing Materials.

Price Proposal in Attachment A.

Small Contractors and Suppliers (SCS) participation Information requested in Section 2.2

B. Letters of Acceptance

1. Letter of Acceptance – Compliance with RFP Terms, Scope of Work, Attachments and Addenda

Refer to Subsection 1.16.

Identify any exceptions to with a letter signed by Proposer's attorney or authorized representative.

2. Letter of Acceptance - Attachment B -Contract and Attachments and Addenda

Refer to Subsection 1.17.

Identify any exceptions to with a letter signed by Proposer's attorney or authorized representative.

C. Submit per instructions in Section 4 Submittal Checklist

1.16 Compliance with RFP Terms, Attachments and Addenda

- A. The County intends to award a Contract based on the terms, conditions, attachments and addenda contained in this RFP. Proposers shall submit proposals, which respond to the requirements of the RFP.
- B. Proposers are strongly advised to not take exceptions to the terms, conditions, attachments and addenda; exceptions may result in rejection of the proposal. An exception is not a response to a proposal requirement. If an exception is taken, a 'Notice of Exception' must be submitted with the proposal. The 'Notice of Exception' must identify the specific point or points of exception and provide an alternative.
- C. The County reserves the right to reject any proposal for any reason including, but not limited to, the following –
 - Any proposal, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
 - Any proposal that has any qualification, limitation, exception or provision attached to the proposal;

- Any proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work;
 - Any proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
 - Any proposal, from Proposers who are not approved as being compliant with the requirements for equal employment opportunity; and
 - Any proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County.
- D. The County may, at its sole discretion, determine that a proposal with a 'Notice of Exception' merits evaluation. A proposal with a 'Notice of Exception' not immediately rejected may be evaluated, but its competitive scoring shall be reduced to reflect the importance of the exception. Evaluation and negotiation shall only continue with the Proposer if the County determines that the proposal continues to be advantageous to the County.
- E. In consideration for the County's review and evaluation of its proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all proposals, including any claim for costs incurred by Proposers in the preparation and presentation of proposals submitted in response to this RFP.
- F. Proposals shall address all requirements identified in this RFP. In addition, the County may consider proposal alternatives submitted by Proposers that provide cost savings or enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the County's best interests. Proposal alternatives shall be clearly identified.

1.17 Acceptance of Contract, Attachments and Addenda

Proposer(s) shall review the Contract, and all its attachments, and submit a signed letter by their attorney or authorized legal representative stating they intend to comply with all the terms and conditions. The signed letter shall be submitted with the proposal.

If there are exceptions taken to the terms and conditions in Attachment A Contract and any of its attachments, the Proposer's attorney or authorized legal representative shall sign an exception letter describing reasoning for the exceptions and include the exception letter and Attachment A Contract as an attachment to the proposal, identifying the exceptions and proposed changes. All proposed changes shall be tracked the Contract using the tracking changes feature in Microsoft Word®.

The project schedule is such that it requires a very efficient proposal review and negotiation period. It is very important that any possible roadblocks or issues the Proposer may have with the terms and conditions are identified during the proposal process and resolved prior to proceeding with the Contract negotiations.

1.18 Forms Required before Contract Signing

- The Proposer shall submit within five (5) Days of notification from the County the insurance certificate and endorsement meeting the levels of coverage set forth in this RFP.
- Certificate of Lobbying Activities
http://www.kingcounty.gov/~media/operations/procurement/documents/G_035_Certificate_Lobbying_Activities.ashx

1.19 Collusion

If the County determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. The County's determination shall be final.

1.20 Proposal Price and Effective Date

- A. The proposal price shall include everything necessary for the prosecution and completion of Work under the Contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this RFP. Washington State sales/use taxes and Federal excise taxes shall not be included in the proposal price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Proposal price.
- B. In the event of a discrepancy between the unit price and the extended amount for a proposal item, the County reserves the right to clarify the Proposal.
- C. The proposal shall remain in effect for 180 Days after the proposal due date, unless extended by agreement.

1.21 Procedure When Only One Proposal Is Received

If the County receives a single responsive, responsible proposal, the County may request an extension of the proposal acceptance period and/or conduct a price or cost analysis on such proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single proposal; the County reserves the right to reject such proposal or any portion thereof.

1.22 Protest Procedures

King County has a process in place for receiving protests based upon the RFP or contract awards. The protest procedures are available at <http://www.kingcounty.gov/procurement/faq>, Suppliers web page.

1.23 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your proposal. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division only about Supported Employment Program issues .

SECTION 2 PROPOSAL EVALUATION AND CONTRACT AWARD**2.1 Proposal Evaluation**

- A. The County will evaluate proposals using the criteria set forth in this RFP. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of proposal information may be conducted with those Proposers whose proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the County and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.
- B. The County may find that a Proposer appears fully qualified to perform the Contract or it may require additional information or actions from a Proposer. In the event the County determines that the proposal is not within the Competitive Range the County shall eliminate the proposal from further consideration.
- C. The evaluation of Proposers' proposals and additional information may result in successive reductions of the number of proposals that remain in the Competitive Range. If applicable to the procurement, the firms remaining in the Competitive Range may be invited to continue in the proposal evaluation process, and negotiations.
- D. Upon completion of discussions, the County may issue to all remaining potentially acceptable Proposers within the competitive range a request for Best and Final Offers. The request shall include notice that discussions are concluded, an invitation to submit a revised proposal with a Best and Final Offer, and a new submittal date and time.
- E. The County may enter negotiations with one or more Proposers to finalize Contract terms and conditions. Negotiation of a Contract shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Contract. In the event negotiations are not successful, the County may reject proposals.
- F. The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests. Contract award, if any, shall be made by the County to the responsible Proposer whose proposal best meets the requirements of the RFP, and is most advantageous to the County, taking into consideration price and the other established evaluation factors. The County is not required to award a Contract to the Proposer offering the lowest price. The County shall have no obligations until a Contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

2.2 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of rating points in the award of King County competitively solicited contracts for the acquisition of technical services.

The program is open to all firms that are certified as an SCS by King County's Business Development and Contract Compliance Office.

A "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address:

<http://www.kingcounty.gov/exec/BusinessDev/contractingopps.aspx> or contacting the BDCC office at 206-205 0711.

In the evaluation of proposals, points will be allotted for SCS participation. King County will count only the participation of SCSs that are certified by King County at the date and time of proposal submittal. After tabulation of the selection criteria points of all prime submitters points shall be added to the score of all proposals that meet at least one of the two following sub-criterion:

1. If the Prime submitter who is an SCS firm and includes the SCS certification number on page one of this submittal is eligible to receive the maximum points for this criterion.
2. If the Prime submitter is not an SCS but will use SCSs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

SCS Certification Number	Sub-Consultant Name	Contact Name / Phone	Work to be performed	% of Total Hours

SCS participation shall be counted only for SCS's performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SCS has the management and technical expertise to perform using its own workforce and resources.

2.3 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is in compliance with the terms and conditions set forth in this RFP.

Responsible

In determining the responsibility of the Proposer, the County may consider:

- the ability, capacity and skill to perform the Contract and provide the service required;
- the character, integrity, reputation, judgment and efficiency;
- financial resources to perform the Contract properly and within the times proposed;
- the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims;
- compliance with federal, state and local laws and ordinances relating to public contracts;
- other information having a bearing on the decision to award the Contract.

Failure of a Proposer to be deemed responsible or responsive may result in the rejection of a proposal.

2.4 Financial Resources and Auditing

The Proposer shall submit proof of adequate financial resources that would be available to the Proposer for the prosecution and completion of the work as required. Required financial information may include, but not be limited to, the following:

- A. Audited financial statements (balance sheets, statements of income and stockholders' equity, and statements of cash flows) for each of the most recently completed five fiscal years, including notes to financial statements, independent auditors' reports, annual reports to stockholders, and SEC Form 10K reports (for publicly held corporations).
- B. Certification by the chief financial officer or the Proposer's independent auditor stating that the Proposer has adequate financial resources for the prosecution and completion of the work called for hereunder.
- C. The names, addresses, e-mail addresses, telephone and fax numbers of at least one contact person from the Proposer's principal financial or banking organization and the Proposer's independent auditor. The contact persons shall be duly authorized by the Proposer to provide information and discuss the adequacy of the Proposer's financial resources. Upon the County's request, the Proposer shall provide written authorization permitting the County or its designee access to information documenting the adequacy of the Proposer's financial resources.
- D. A current copy of the Proposer's Dun and Bradstreet report(s), if requested by the County. King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2.5 Public Disclosure of Proposals

This procurement is subject to the Washington Public Disclosure Act, RCW (Revised Code of Washington) 42.17.250 et seq. Proposals submitted under this RFP shall be considered public documents unless the documents are exempt under the public disclosure laws. After a decision to award the contract has been made, the proposals shall be available for inspection and copying by the public.

If a Proposer considers any portion of its proposal to be protected under the law, the Proposer shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If the County determines that the material is not

exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) Days to take whatever action it deems necessary to protect its interests. If the Proposer does not take such action within said period, the County will release the portions of the proposal deemed subject to disclosure. By submitting a proposal, the Proposer assents to the procedure outlined in this subsection and shall have no claim against the County on account taken under such procedure.

2.6 Evaluation Criteria and Proposal Scoring

Each proposal has a total possible score of 1,000 points with the points assigned as follows:

	Proposal Evaluation Criteria	Points
Pricing	Proposal Price, Refer to Criteria in Attachment A Optional Proposers may be requested to submit revised pricing at any time	400
Community Reinvestment Plan	Firms past accomplishments and plan for lending, investing and community banking services within King County (See Subsection 3.A. Community Reinvestment Plan) Mandatory Qualification: Community Reinvestment Act rating of "outstanding" within an assessment area that includes King County	250
Management	Firm's Organization and Resources. (See Subsection 3.B. Management Questions) and (Subsection 2.4 Financial Resources and Auditing)	100
Operation	Firm's Operational capability (See Section 3.C. Operation Questions)	100
Terms and Conditions	Compliance with Contract Terms and Conditions (See Subsection 1.15. B. Letters of Acceptance)	50
SCS	Small Contractors and Suppliers (SCS) (See Subsection 2.2 King County Contracting Opportunities Program)	100
Total Evaluation		1,000

SECTION 3 Response to Proposal

Proposals shall demonstrate the firm's ability to perform the work specified in Section 6 Scope of Work. Proposals should be as concise as possible. All proposals become the property of King County. Proposal shall contain the following:

A. Respond to each of the requirements in Section 6 which are not already expressly referenced below under paragraphs 3.B., 3.C., and 3.D. Please provide details regarding how the Proposer will meet the County's Scope of Work requirements.

B. Community Reinvestment Plan

Respond to the requirements of the Community Reinvestment plan as detailed in Subsection 6.4. Specifically the plan should cover all the major requirements listed. The plan shall be submitted as part of the Proposal, and the accepted plan shall also be included in the Contract and updated annually as part of the Contract.

C. Management Questions

1. Organization Background

- a. Provide a brief summary of Proposer's experience and expertise as it relates to the handling of banking services for large government entities.
- b. Describe the largest government account that your bank services.
- c. Briefly describe what distinguishes your bank from your competitors.
- d. Discuss your commitment to quality service.

2. Personnel

- a. Provide resumes of key individuals who would be assigned to the Contract.
- b. Describe your approach to account administration, e.g., account team, client account executives, support by administrative units, etc.
- c. Elaborate on your support staff in terms of the size of the staff and the level of the person who would be assigned as the account representative.
- d. Detail the ability of personnel who would be assigned to the Contract to provide proactive technical assistance and training in the implementation of cash management solutions. Include examples of previous relevant work experience.

3. Locations

- a. Provide address of main bank and all branches within King County.

4. References

- a. Provide at least three references, identifying contact person (s) with phone number (s).

D. Operation Questions

1. Explain how your bank meets the following Qualifications

- a. Proposer certifies that is it a Washington State qualified public depository as defined in RCW 39.58.010 with an adequate capital structure to support the bank activity of King County as outlined in this proposal. Attach a Consolidated

Report of Condition as of December 31, 2013, filed with the Public Deposit Protection Commission.

- b. Proposer certifies that it is not and will not, during the term of the contract, be in violation of any applicable state, federal, or local law including, but not limited to, labor employment standards and employment discrimination laws.
 - c. Proposer certifies that it currently has branch bank facilities in at least a majority of King County population concentrations, as shown on Exhibit C and a full service office in King County and that it shall continue to do so during the term of the contract.
 - d. Proposer certifies that it has a Community Reinvestment Act (CRA) rating of Outstanding for King County.
 - e. Proposer shall be in compliance with, at the time of submittal, all applicable federal, state and city laws, ordinances, rules and regulations (and all amendments) including but not limited to the Washington Public Deposit Protection Act (Chapter 193, Laws of 1969, First Ex. Session as amended, Chapter 39.58 RCW). It shall be a qualified public depository as defined in the Washington Public Deposit Protection Act with a capital structure sufficient to support the bank activity of King County which can include deposits of up to \$250 million and electronic transfer activity of several hundred million dollars.
2. Explain your internal transactional deadlines
- a. Latest time of day when the bank can receive domestic wiring instructions and assure wires are received by the close of business at the wire destination.
 - b. Latest time of day when the bank can receive an ACH file for enabling next day settlement of ACH transactions.
 - c. Latest time of day that bank shall accept MICR encoded deposits at its operations center for same- day processing.
 - d. Latest time of day that bank shall accept deposits at branch locations for same-day credit.
 - e. Latest time of day that bank shall accept deposits for processing through the Seattle Clearinghouse.
 - f. Latest time of day that bank shall accept deposits electronically submitted in an X9.37 format (on-site electronic deposits) for same-day credit.
3. Account Procedures
- a. Describe your method(s) of communicating adjustments and provide any applicable samples.
 - b. Provide deposit instruction for items drawn on Canadian banks in Canadian Dollars.
 - c. Provide a sample of your returned item notification(s) for items returned as unpaid.
 - d. Provide contaminated currency deposit procedures

4. File Formats Supported
 - a. Review Subsection 6.4 H. and Exhibits D1-D4 and demonstrate that you can support the County in the required file format.
 - b. Provide sample of your BAI standard format file.
5. Provide a list of all Subcontractors and what functions pertaining to this Contract they will be providing.
6. Provide a Disaster Recovery Plan
 - a. If both your bank's online banking system and telephone system are unavailable for initiating wire transfers and the County needs to wire money, please indicate what the County should do?
 - b. Provide the most favorable specific value that your bank can guarantee for the measures set out below as it relates to Disaster Recovery.
 - (1) Maximum Tolerable Downtime (MTD). The MTD represents the total amount of time leaders/managers are willing to accept for a mission/business process outage or disruption and includes all impact considerations.
 - (2) Specify most favorable MTD the County can be guaranteed:

 - (3) Recovery Time Objective (RTO). RTO defines the maximum amount of time that a system resource can remain unavailable before there is an unacceptable impact on other system resources, supported mission/business processes, and the MTD.
 - (4) Specify most favorable RTO the County can be guaranteed:

 - (5) Recovery Point Objective (RPO). The RPO represents the point in time, prior to a disruption or system outage, to which mission/business process data must be recovered (given the most recent backup copy of the data) after an outage.
 - (6) Specify most favorable RPO the County can be guaranteed:

 - (7) Provide documentation on the redundancy and resiliency of the proposed banking services, especially noting those elements that protect and preserve the County's banking services in the event of a large scale regional event, such as an earthquake in the greater Seattle region.
 - c. Does your bank maintain a redundant system whereby all transactions are processed in two separate physical locations?

7. Other Benefits

In response to this RFP, Proposers may offer other services or innovative approaches which the Proposer believes would offer benefit to the County may be proposed together with any associated charges and quantified monthly benefits to the County.

SECTION 4 Submittal Checklist

1. One (1) unbound original signed submittal response marked "Original" entire RFP package.
2. Five (5) copies of entire submittal response.
 - Per order in Subsection 1.15
 - Include response to requirements in Section 6 Scope of Work
 - Include all responses to Questions in preceding Section 3
 - Include Attachment A Price
 - Include Signed Letters of Exceptions
 - Include Insurance information
 - Include Financial Resources and Auditing information per Subsection 2.4
3. Two (2) CD-ROMs or Flash drive, including BOTH
 - a native version in Word of your proposal and also in PDF
 - a native version in Excel of Attachment A-Price and also in PDF.

If you have samples or attachments to your submittal, please include them also on the CD-ROM. (Please label your CD or Flash drive with company's name and contents)
4. Complete the Proposal Identification Label following (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

SECTION 5 Exhibits

The following exhibits are included with this RFP after Attachment B – Sample Contract:

- **Exhibit A - Daily Warrant Redemptions**
- **Exhibit B - Daily Collected Balance – Main Account**
- **Exhibit C - King County Map**
- **Exhibit D – KCIT Format Requirements**
 - D-1 AP XML Warrant Printing AP Cust 005
 - D-2 AP to Bank ACH TS
 - D-3 AP to Bank Positive Pay
 - D-4 CE Cust 004 Positive Pay

PROPOSAL LABEL

Complete the form below (or reasonable facsimile) and affix to the exterior lower left hand corner of the submission envelope(s), box(es), etc.

URGENT – SEALED PROPOSAL ENCLOSED Do Not Delay – Deliver Immediately		
U R G E N T	 King County	King County Procurement & Contract Services Section Chinook Building, 3 rd FL CNK-ES-0340 401 Fifth Avenue Seattle, WA 98104
	Proposal Number.	1025-14-PCR
	Proposal Title	Banking Services
	Opening Date	
	Firm Name	
		U R G E N T

SECTION 6 SCOPE OF WORK**6.1 Locations within King County**

Contractor shall be a federally or State of Washington chartered bank with branch banking facilities located within King County. If the headquarters office of the proposer is not located inside the County limits, branch banks of the proposer located within the County shall be able to offer the full range of banking services required by this RFP. Any question as to whether a proposer meets this qualifying condition may be submitted to the Buyer in writing prior to submission of a proposal. Branch banks in the major populated areas of King County are highly desirable to provide convenient deposit locations for King County facilities and other taxing districts.

Exhibit C is a map of the King County boundaries and major populated areas. Proposers shall have, at the time of submittal and shall maintain during the course of the Contract, branches throughout the major populated areas of King County.

6.2 Public Deposit Protection Act.

Contractor shall be in compliance with all applicable federal, state and city laws, ordinances, rules and regulations (and all amendments) including but not limited to the Washington Public Deposit Protection Act (Chapter 193, Laws of 1969, First Ex. Session as amended, Chapter 39.58 RCW). It shall be a qualified public depository as defined in the Washington Public Deposit Protection Act with a capital structure sufficient to support the bank activity of King County which can include deposits of up to \$350 million and electronic transfer activity of several hundred million dollars. The Contractor shall maintain a capital structure sufficient to support the County's deposits during the term of the Contract.

6.3 Contractor shall:

- A. Provide a local account manager who is knowledgeable of cash management products and technologies, available to respond in a timely manner to the County's inquiries, and is regularly attentive to the County's account(s). The account manager shall have experience with complex government or corporate accounts, and the authority to resolve potential account issues.
- B. Provide a point of contact or customer service representative who is attentive to the County's account(s) and familiar with the County's business requirements as outlined in this Contract. At a minimum, the representative(s) should be available from 8:00 A.M., to 5:00 P.M., Pacific Time each business day. This point of contact shall be responsible for resolving day- to- day processing issues on the County's account(s).
- C. Provide either same-day resolution for problems pertaining to the County's accounts or assign the appropriate resources and provide daily status updates if same-day resolution is not achieved.
- D. Assign an ACH Customer Service Representative(s) (CSR) to assist the County in the interpretation of the ACH Rules, ACH File formatting issues and ACH research requests. The ACH -CSR shall be located in the ACH processing unit and be familiar with the County's ACH processing requirements as outlined in this Contract. The ACH -CSR shall be an Accredited ACH Professional (AAP) or demonstrate an equivalent depth of knowledge. At a minimum, the ACH -CSR shall be available from 8:00 A.M., to 5:00 P.M., Pacific Time each banking day.

6.4 Community Reinvestment Plan

During the term of the Contract, to document its efforts, the Contractor shall provide annually the following:

- A. Documentation supporting that the Contractor has a rating of "outstanding" from the U.S. Office of the Comptroller of the Currency, the U.S. Federal Reserve Bank or other applicable federal regulatory agency. This rating shall be applicable to the assessment area that includes the geographical boundaries of King County.
- B. A community reinvestment plan describing past performance and proposed initiatives within King County related to lending, investing and providing community banking services to traditionally underserved and disadvantaged communities.
- C. The plan shall:
 1. Highlight performance over the previous three years and include clear and measurable goals or standards to demonstrate for the duration of the contract period that the Contractor is making good faith efforts to follow through on commitments and elements of the plan. These goals fall into three categories: lending, investing and services.
 2. Describe the approach used by the Contractor to determine the geographic boundaries and socioeconomic distribution of its lending, investing, and services.
 3. Summarize, as well as supplement, information that each bank is required to submit to a designated federal agency as part of its most-recent community reinvestment Act rating process for an assessment area that includes King County. All data and reporting within the plan shall focus on actions the bank is taking, or planning to take, to improve access to bank services and to increase opportunities for building assets and providing credit in low-income and racially diverse areas throughout King County.
- D. Other specific components of the community reinvestment plan required by the County:
 1. Lending. The plan shall provide information about:
 - a. mortgage-lending efforts and products, including innovative loan products with more flexible terms, and how these efforts and products are meeting the credit needs of low and moderate income individuals and geographies;
 - b. community development lending, by the Contractor, that helps develop affordable housing and helps nonprofit organizations and private facilities expand job creation and support services for working families, with the goal of increasing economic stability; and
 - c. small business lending, by the Contractor, to establish businesses and create jobs, particularly those in low-income and minority census tracts that foster and support minority and women owned businesses;
 - d. lending, by the Contractor, to finance improvements to public infrastructure within the County;
 2. Investing. The plan shall provide information about:

- a. Tax credit investments, grants, corporate giving activities and nonprofit sponsorships, by the Contractor, that provide and promote affordable housing, encourage self-sufficiency and foster economic development;
 - b. Grants and corporate giving activities, by the Contractor, that provide or promote improvements to public infrastructure within the County.
3. Services. The plan shall provide information about:
- a. Programs and community partnerships of the Contractor that provide small-business development, workforce development, capacity building and asset development.
 - b. Community services involving Contractor employees, including participation in consumer training or seminars, home-buyer seminars, tax-preparation services and financial education for students and serving on nonprofit boards and committees.
 - c. Branch networks, including a record of opening and closing of branch offices and information about whether these changes have had a positive or negative effect, particularly in low- and moderate-income geographies.
 - d. Services and efforts of the Contractor that address the credit needs of low- and moderate-income individuals and geographies, including, but not limited to, affordable check cashing, alternatives to payday loans and prepaid debit cards and other outreach and education opportunities aimed at assisting distressed home mortgages.
 - e. The Contractor shall provide a plan for reaching individuals with limited English proficiency and provide lending, investing and community banking services to individuals with limited English proficiency.
- E. Contractor shall make a presentation to the County's executive finance committee, at least once a year that includes an update of the community reinvestment plan and a report on the progress of fulfilling commitments in the plan.

6.5 Banking Service Requirements

A. Account Maintenance

The Manager presently maintains approximately 350 accounts with various branches of its current Contracted bank. The Manager encourages Special Purpose Districts to maintain their accounts with the Contractor, minimizing the number of accounts held at other financial institutions.

1. **Balance Information.** The Contractor shall make available an electronic file in BAI format, showing all detail of all accounts specified by the Manager by 5:30 A.M. the following business day. Time is of the essence and repeated failure to provide accurate and timely account balance information will be a substantial breach of the Contract. King County uses a File Transfer Protocol (FTP) to retrieve the Contractor file. Currently the County receives activity information for 54 accounts, including the warrant accounts. The average file contains about 5,000 records.
2. **Zero Balance Accounts.** The Manager requires zero balance account capability for various deposit accounts. In the present banking arrangement, the Contractor

automatically transfers the ending balances of about 120 accounts to the Main Account on a daily basis.

Additionally, a zero balance account capability shall be needed for the 32 warrant accounts. The Manager will establish a controlling account from which monies will be transferred daily to reimburse each warrant account for the warrants that have cleared. Each day the Manager may or may not prefund this account by transferring from the main account an amount equal to the estimated warrants clearing that day. In the event that the balance in the controlling account remains negative at the end of the day, that balance shall constitute a borrowing for which the Manager shall require a \$50 million line-of-credit, representing the estimated maximum amount of warrants that can clear on a single day. Exhibit A provides a schedule of the actual warrant clearances in 2013.

3. **Contractor Bank Statement.** A General Account monthly bank statement is required. The statement shall list all deposits and withdrawals to the General Account statement or a total amount may appear on that statement with a subsidiary statement provided which lists the detail. Monthly bank statements for accounts other than the General Account shall be provided to each respective agency, if requested. These reports shall be available in Excel format.
4. **Other Accounts.** King County, its agencies, and its special purpose districts shall maintain other groups of accounts. These will include:
 - a. **Warrant accounts:** The primary disbursement mechanism for the County and its agencies and districts will remain the warrant. The County currently has 30 warrant accounts. These accounts cannot accept electronic disbursements of any kind. The Contractor shall be able to block ACH debits from being charged to these accounts.
 - b. **Revolving:** These accounts include petty cash and other miscellaneous reimbursable accounts.
 - c. **Direct deposit:** The County currently has 78 accounts used for processing of direct deposit of payroll.
 - d. **Trust:** The County uses these accounts to hold various monies in trust primarily for retainage purposes.
5. **Account Analysis.** The Contractor shall provide the Manager with an account analysis within 20 days after the end of the month. The analysis shall detail all activity levels and charges for all accounts covered by this Contract. Any activity information that is not part of the Contractor's standard account analysis, e.g. balance reporting charges and ACH activity, shall be provided in a supplemental report format. The account analysis shall be presented both in a hard copy report format as well as in an electronic Excel spreadsheet format.

The monthly account analysis shall include a consolidated report summary that shows the total activity levels and charges for all King County bank accounts. The Contractor shall provide sufficient documentation for all activity charges and the Manager will make the sole determination of whether adequate information has been provided. The Manager, County Auditor and State Auditor and representatives and third parties authorized by the Manager, County Auditor and State Auditor, shall have the right to examine any records that support the monthly analysis.

The Contractor shall provide the capability of dividing the account analysis into separate subdivisions representing various individual districts or group of districts. Currently, the County has established 24 separate subdivisions. A summary report of costs shall be provided for all subdivisions.

6. **Record Retention.** The Contractor shall retain all records related to the performance of this Contract for the period required by law. The Manager, as well as and representatives and third parties authorized by the Manager, shall have the right to examine these records during this period. This paragraph refers to the County's Retention requirements in Attachment A. Section 5.
7. **Float Analysis.** The Contractor shall provide the Manager with requested float analysis reports which include availability and end point analysis summaries. The County should receive the most favorable float consideration.

B. Deposit Service Requirements

1. The Manager will take steps necessary to facilitate the quickest possible collection of deposits. In addition to the deposits made by the Manager and those made into zero balance accounts described in A.2 above, several County agencies and Special Purpose Districts deposit amounts into accounts at other local banks and subsequently transfer these amounts to the General Account.
2. It is expected that the Contractor shall provide timely and professional handling of deposit services for all accounts included within this Contract at all branch locations. In any instance where the Manager has determined that this has not occurred, the Contractor shall timely meet with the Manager and outline a corrective plan of action.
3. In determining the King County accounts' collected balances, the Contractor shall provide the actual funds availability which shall be at least as favorable to the Manager as that shown in the Contractor's most recent availability schedule report.
4. The Contractor shall include all deposits received at its main vault or other designated deposit facility by 6:00 P.M. in the determination of the King County accounts' ledger balances for the same day. The Contractor shall similarly give same day ledger credit for amounts deposited at any of its branches by closing time of that branch's latest opened staffed facility. Cash deposits for the General Account are sent to the Contractor by armored car at County expense.
5. The Contractor shall include on the submittal form the latest time that deposits shall be accepted at its operations center for same day credit.
6. The County has many remote sites that collect various amounts of checks and cash. The Contractor shall include suggested solutions for "on-site electronic deposits".
7. Deposit discrepancies shall be communicated to the Manager within two (2) banking days of the adjustment posting to the accounts.
8. Contractor shall be able to accept Canadian funds.
9. Provide notification to the Manager of all deposited items returned as unpaid within one Banking Day of the adjustment to the County's account. Notification shall at a minimum include: original deposit date, deposit amount, reason for return and an image or copy of the front and back of the original item. Describe your notification process. Preference will be given to automated or electronic solutions.

10. Contractor shall be able to accept contaminated currency is lawfully held U.S. currency that may pose a health or safety hazard due to known or suspected contact with a chemical, radioactive or biological substance. King County and Agencies, on occasion, come into possession of contaminated currency due to law enforcement activity, unclaimed property escheatment, or other government activity.

C. Wire Transfer Services

1. The Contractor shall be required to maintain wire transfer facilities to the Federal Reserve Bank. The Contractor shall provide Internet capability to initiate outgoing transfers and receive data on incoming wire transfers. The Contractor shall provide a reliable backup in the event of computer system problems or other unexpected events.
2. The Contractor shall assure that, except in cases of wire service malfunction or receiving bank system failure, outgoing wires sent pursuant to timely and correct wire instructions by the Manager are received by close of business at the wire destination. Incoming wires shall be credited to the Manager as of the date the Contractor receives credit. The Contractor shall initiate wire transfers even in the event that such transfers might cause a daylight overdraft. A line of credit of \$350 million shall be established to cover such transactions.

D. ACH Services

1. The Contractor shall provide Automated Clearing House (ACH), transfer capability via FTP and the Internet Currently, 78 bank accounts are maintained for the provision of direct deposit of payroll for the County and districts. In addition, the Manager currently transmits daily via the Internet a file of ACH transactions. The A/P department transmits daily two scheduled ACH files, on occasion a third file maybe transmitted. The current deadline is 5:15 P.M. for file transmission with next day settlement.
2. The County is accustomed to receiving each day an electronic report providing detailed addenda records related to ACH debits and credits. The Contractor shall be able to provide such an electronic report.
3. Contractor shall provide an ACH Debit Filter service that allows certain pre-authorized debits to automatically post to accounts under this agreement. Describe your ACH Debit Filter process including the specific information required to identify a pre-authorized transaction.
4. Provide an ACH Debit Block service that automatically returns all ACH debits for all accounts unless direct by The County to allow certain debits to clear.
5. Contractor shall assign an ACH Customer Service Representative(s) (CSR) to assist King County in the interpretation of the ACH Rules, ACH File formatting issues and ACH research requests. The ACH CSR should be located in the ACH processing unit and be familiar with King County's ACH processing requirements as outlined in this RFP. The ACH CSR should be an Accredited ACH Professional (AAP) or demonstrate an equivalent depth of knowledge. At a minimum the ACH CSR should be available from 8:00 A.M., to 5:00 P.M., Pacific Time each banking day.

E. Warrant Services

There are presently 32 County and Special Purpose District accounts on which warrants are issued. Additional warrant accounts could be established during the term of the contract.

1. The Contractor shall accept all warrants issued on these and provide the Manager with the total amount received for each account by 5:30 A.M. on the following banking day. See Exhibit A for daily warrant redemptions by dollar amount by day of Contractor's acceptance. The Contractor agrees to present warrants drawn on King County Accounts only according to the terms of the Contract.
2. In order to meet the County's requirement for warrant processing, the Contractor shall hold warrants for one day before presentation to the County. On the banking day following acceptance, the Contractor shall present in the BAI file the warrants to the Manager who will determine if they are to be paid, designated as 'interest bearing' and returned to the Contractor, or returned to the Contractor for any of the reasons cited in #7 below. The Contractor may elect, at any time during the Contract term, to designate the Manager as its safekeeping agent for the purpose of holding interest bearing warrants until redeemed by the Manager.
3. In order for the Manager to determine whether or not to pay warrants on the date presented, the Contractor shall be required to provide to the Manager by 5:30 A.M. on the day following Contractor acceptance the warrant paid data for input into the County's Warrant Reconciliation System. This data shall be included as part of the BAI file provided to the County.
4. On the day of warrant presentment to the Manager, the Manager will transfer from the General Account to the Contractor any warrant interest due the Contractor from interest bearing warrants redeemed on that day.
Warrants drawn on each fund shall be redeemed in chronological order of presentation with the oldest interest bearing warrants being redeemed first. Warrant interest paid to the Contractor shall be based upon the warrant interest rate included by the Contractor on the Attachment A -Pricing Form.
Note: The occurrence of interest bearing warrants would be rare. The Manager will encourage any Special Purpose District with such warrants outstanding for over one week to obtain funds in another manner.
5. If any warrant is not redeemed by the Manager for want of funds in the fund on which it was drawn, the Contractor shall credit the General Account in the amount of such unredeemed warrant as of the day of its presentation to the Manager.
6. The Contractor shall accept from the Manager and return to the endorser all stopped, voided, and canceled warrants, and shall give the County credit for payments made on such warrants. The Contractor shall also give the County credit for warrants for which the Manager has no record of issue provided the Manager returns such warrants for credit by the time specified by the Contractor. The Contractor shall accept, return and give credit for forged warrants whenever returned with a certification of forgery following mutual reasonable investigation and verification of forgery by the Manager and Contractor.
7. The Contractor shall indemnify the Manager, the County and the appropriate Special Purpose District for any claim for payment made against them by the payee of a warrant drawn on any King County Account that satisfies the following conditions:

- a. That the warrant giving rise to the claim and photocopy are missing.
 - b. That the warrant giving rise to the claim is listed on an Automatic Account Reconciliation printout previously presented to the Manager and for which the Manager has paid the Contractor in an amount including the missing warrant.
 - c. The Contractor is unable to provide sufficient evidence, of whatever nature, that the missing warrant was cashed or otherwise negotiated and presented to the Contractor for payment.
 - d. The County's warrant records have not been tampered with, destroyed, or otherwise impaired. In all cases, Contractor liability shall be limited to the amount of the missing warrant or warrants and the Contractor shall have no liability unless the Manager notifies the Contractor of such a claim within three (3) years from the date on which the warrant giving rise to the claim was issued.
8. The Contractor shall provide on-line viewing of all transactions within accounts for all 32 warrant accounts. The Manager will designate individuals for viewing of information for each of these accounts. There will be no restrictions on the number of individuals that can have access to these accounts. The on-line viewing is required to be available 24/7. If the on-line viewing is unavailable, the Contractor is required to restore access for all accounts within twelve (12 hours).
 9. A file (Positive Pay file) of warrants issued will be sent to the Contractor several times a day. The Contractor shall use these files to match the warrants issued with those presented for payment. The County shall be notified of any warrants considered to be potentially fraudulent.

F. Negative Balances

1. Although it is the intent of the Manager to maintain positive ledger balances, there may be closing ledger balances that are negative in the General Account. The Manager agrees to pay the Contractor interest on any negative monthly average collected balance as shown on the consolidated account analysis inclusive of all County balances. Interest shall be paid at the Contracted rate. The 2013 daily collected balances for the County's general account are shown in Exhibit B.
2. The Manager conducts an aggressive investment program, attempting to maximize the investable balances as much as possible. To this end the Manger opts to leave the consolidated bank accounts' balance as close to zero as possible. Often this is achieved by allowing the ledger balance in the main bank account to go negative.
3. The foregoing paragraph will not apply if the negative ledger balances were the result of an error or omission on the part of the Contractor, and in such cases, the Contractor shall correct the error with appropriate value given to the Manager's account.

G. Conversion

The Contractor shall formulate an implementation and transition plan and provide that plan to the Manager within fifteen (15) days of the award of contract. It is expected that a general introductory meeting will be held between the Contractor and appropriate County personnel will be conducted no later than Month ____ and Date ____.

6.6 Disaster Preparedness

- A. The Contractor shall have a detailed disaster recovery plan that includes off-site recovery facilities and recovery procedures.

The Contractor shall support the County's disaster recovery plan that may include access to branch location for emergency operations and supporting the County's disaster exercises.

- B. File Formats for King County accounts

Exhibit	Bank Files	File Format	File Type
D-1	AP XML Warrant Printing AP Cust 005	Minimal variation in placement of MICR and other key elements from existing format (see APWARRANTS6788193.pdf & KCAP_WARRANT_TEMPLATE.rtf)	N/A
D-2	AP to Bank ACH TS	ACH CCD Format	Fixed position based (e-text)
D-3	AP to Bank Positive Pay	See KCAP_POSITIVE_PAY_USBANK_TEMPLATE.rtf	fixed position based (e-text)
D-4	CE Cust 004 Positive Pay	See XXCEPOPAY_TL.rtf	fixed position based (e-text)

See Attached Exhibits D for details on listed file formats.

Attachment A Pricing Instructions

A. Monthly Direct Pay Basis

It is the Manager's intent to pay for services provided by the Contractor on a monthly direct payment basis after taking into consideration earnings on collected balances. The rates for these earnings will be as proposed by the Contractor.

If the contractually determined earnings on the collected balances maintained by the Manager for a given service month are insufficient to offset the monthly service charge, the Manager will pay the Contractor the amount exceeding earnings within 30 days after receipt of the monthly statement of itemized services (invoice) as required by this contract. If the contractually determined earnings on the collected balances maintained by the Manager exceed the monthly service charge, the excess shall be carried forward and credited against the following month's service charges except at the termination of the Contract when the Contractor will pay the Manager any accumulated excess.

B. Service Charge

The service charge will be computed by the Contractor and presented, in an Excel format, to the Manager within twenty (20) days after the end of each month. This charge will be based upon the actual services used in the service month.

C. Determination of Costs

In determining the cost of services for proposal evaluation purposes, the Manager will use the rates and formulas as proposed by the Proposer on the Attachment A Pricing form for the services and assumed included annual volumes.

D. Warrant Interest Rate

This is the rate or rates of interest to be charged by the Contractor for warrants issued on King County Bank Accounts and District Bank Accounts which the Manager designates as interest bearing warrant(s). The Proposer shall specify the rate and any dollar, time or other limitations on interest bearing warrants which can be held by the Contractor for individual funds, districts or in total and what actions it proposes to take should these limitations prevent the Contractor from holding any interest bearing warrant. Such actions shall include a good faith effort to cooperate with the Manager in arranging for another financial institution to hold the warrant(s). Financial reports on the districts issuing warrants will be available for review in the Treasury Section of the Finance and Business Operations Division. For evaluation purposes, "warrant interest rate(s)" will not be considered by the Manager in determining least cost to the County.

E. Daylight Overdraft

The Proposer will describe its policy towards charging customers for any daylight overdraft situation. If the Proposer charges for transactions creating an overdraft, the Proposer shall disclose the basis for any charges. Additionally, the Proposer shall disclose the effect its policy will have on the release of outgoing wire transfers.

F. Other services

A net monthly cost of any "other services" selected by the Manager will be determined by subtracting from the proposed monthly fees for the service the Manager's estimate of the monthly benefit to the County for the service.

Attachment B
(Sample)



King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400
TTY Relay: 711

THIS CONTRACT # _____ ("Contract") is entered into by KING COUNTY, Washington,, (the "County"), and _____ (the "Contractor"), whose address is _____. The County is undertaking certain activities related to, _____ and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. CONTRACT DOCUMENTS

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

1. Contract Amendment(s)
2. Contract, which consists of this page, the Terms and Conditions, Scope of Work and the following:
 - Price Attachment Attachment A
 - Consultant Disclosure Form (if applicable) Exhibit A
 - Certificate(s) of Insurance and Policy Endorsement Exhibit B
 - Other Exhibits and attachments (if applicable)
3. Request for Proposal (as modified by any addenda)
4. Contractor's Proposal

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire seven (7) years after start of Contract on _____, unless extended via K.C.C. 4.14 Banking Services or terminated earlier pursuant to the terms and conditions of this Contract.

III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract in an amount not to exceed payable as set forth in Attachment A.

IV. SPECIAL PROVISIONS – Contractor certifies by signing below that Contractor:

1. Is a Washington State qualified public depository as defined in RCW 39.58.010 with an adequate capital structure to support the bank activity of King County as outlined in this proposal.
2. Is not and will not, during the term of the contract, be in violation of any applicable state, federal, or local law including, but not limited to, labor employment standards and employment discrimination laws.
3. Currently has branch bank facilities in the major population areas of the County and a full service office in King County and that it will continue to do so during the term of the contract.
4. Has a Community Reinvestment Act (CRA) rating of Outstanding.

COMPANY NAME

KING COUNTY

Authorized Signature

Authorized Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

Date Accepted: _____

Date Accepted: _____

Approved as to form only:
King County Prosecuting Attorney

TERMS AND CONDITIONS

SECTION 1 DEFINITIONS

1.1 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: A written determination by the County that the Contractor has completed the Work in accordance with the Contract.

ACH Rules or NACHA Rules: means the operating rules of the National Automated Clearing House Association, including all appendices and formal rules interpretations. Terms used in reference to ACH processing in this RFP will have the same definition as they have in the NACHA Rules Bank:

Bank: The qualified public depository which is selected to provide banking services to the Manager.

Banking Services or Services: mean the Work performed by the successful Proposer pursuant to the terms and conditions of the Agreement.

Business Day: Any day on which the County is open for business, Monday through Friday, 8:00 AM to 5:00 PM, Pacific Time, except for holidays observed by the King County. (see Day Below)

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.

Contractor: The association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.

Day: Calendar day reckoned from midnight to midnight.

Federal: means the United States Government.

Federal Reserve Bank or FRB: means the U.S. federal banking system that is under the control of a central board of governors (Federal Reserve Board) with a central bank (Federal Reserve Bank) in each of 12 districts.

KCC: The King County Code.

King County Accounts: All accounts for which the Manager is responsible by Washington State Law, King County Charter or ordinance (including school and other Special Purpose District Accounts) and into which monies are deposited under the Contract; provided, however, that the Contract shall not be construed to be exclusive or preclude the Manager from obtaining services from any other bank.

Manager: The Manager of the Treasury Section, Financial and Business Operations Division, King County Department of Executive Administration who, by King County Code 2.16.035.C and 4.20.020 is delegated the functions and duties of the statutory County Treasury (Chapter 36.29 RCW). The Manager performs the functions of treasurer of the

County and ex officio treasurer of all school and other special purpose districts within King County.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Products: means all reports, documents, and equipment provided by the successful Vendor as detailed in the Agreement, including but not limited to hardware, Software, devices, and documentation.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.

RCW: The Revised Code of Washington.

Scope of Work (SOW): An exhibit to the Contract consisting of a written description of the Work to be performed.

Special Purpose Districts: Those special purpose districts within King County (e.g. school, water, fire, sewer, hospital, etc.) whose funds are deposited with the Contractor.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

SECTION 2 GENERAL PROVISIONS

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.3 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices within twenty (20) days, to King County Accounts Payable, M/S CNK-ES-0320, 401 Fifth Avenue, Seattle, WA 98104. All invoices shall include: purchase order and/or contract number, invoice date, number, and total. For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in Attachment A, or if not used as part of this Contract, then the current price list for this Contract

approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

2.4 Pricing

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the County. The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.5 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.6 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.7, Contract Amendment.

2.7 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.8 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt

requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	CONTRACTOR
Project Manager -	
Seattle, WA	
206-	
xxxxxx@kingcounty.gov	

2.9 Certification Regarding Debarment, Suspension and Other Responsibility Matters

If this Contract is a covered transaction for purposes of federally funded grant requirements, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION 3 LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

- A. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in

connection with, or incident to the Work provided by or on behalf of the Contractor. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

- B. Additional specific Indemnification language is in Scope of Work, Section 6.5, E. Warrant Service 7.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Insurance Requirements

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

- A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than:

1. General Liability: \$100,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$1,000,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations.
2. Professional Liability, Errors and Omissions: \$75,000,000 Per Claim and in the Aggregate.
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
4. Workers' Compensation: Statutory requirements of the State of residency.
5. Employers' Liability or "Stop Gap" coverage: \$1,000,000.
Bankers Blanket Bond: \$75,000,000.

B. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. The County, its officers, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

All Policies:

1. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor
3. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the County.
4. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new

policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

C. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. **Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.**

D. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

SECTION 4 CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.
- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
 2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
 3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.

- C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
 2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
 3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

SECTION 5 RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or

greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

SECTION 6 INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

6.2 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

6.3 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

SECTION 7 NONDISCRIMINATION

7.1 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees

with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at:

http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx

D. Nondiscrimination in Subcontracting Practices.

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations.

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers Policy.

Policy. It is King County policy that Small Contractors and Suppliers (SCS) have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that Contractors and Subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

Inquiries and Information Regarding King County Certified SCS Firms. Direct inquiries on how to apply for SCS certification, or obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by telephone at 206-263-9734. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at: <http://www.kingcounty.gov/bdcc>.

Definitions. The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County BDCC office.

3. "Small Contractor or Supplier" or "(SCS)" means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

G. Required Submittals During Work.

The Contractor shall collect, enter, submit and update the submittals listed below for itself, its Subcontractors and any sub tier Subcontractors and suppliers to BDCC using the Contracts and Apprenticeship Report Tracking Services (CARTS) online reporting website located at <http://www.kingcounty.gov/bdcc>. Report forms are available on the website. Assistance may be obtained by contacting BDCC staff at 206-263-9734.

1. Subcontractor List. The Contractor shall create and maintain a master list of all Subcontractors on this Contract, the Contractor shall continually maintain the Subcontractors and Suppliers.
2. Contractor Payments. The Contractor shall enter and submit the amount received from the County for itself and the amounts paid by the Contractor to all Subcontractors, including Certified SCS Firms. Entries shall be entered in CARTS on a monthly basis.
3. Final Affidavits of Amounts Paid. Upon completion of the Work and as a condition precedent to final payment, the Contractor shall upload a Final Affidavit of Amounts Paid electronically using CARTS. Identify amounts paid to each firm that performed Work on this Contract.

H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by Contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.

The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor

shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

- I. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

SECTION 8 CLAIMS AND APPEALS; DISPUTE RESOLUTION

8.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

8.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

SECTION 9 TERMINATION**9.1 Termination for Non Performance/Convenience/Default/Non-Appropriation****A. Non Performance**

1. Terminate the contract with one hundred eighty days' notice should the bank, at any time during the contract, lose its outstanding Community Reinvestment Act rating under K.C.C. 4.14.040.C. The Contractor shall also notify the County of any change in the bank's Community Reinvestment Act rating during the term of the contract.
2. Exercise the county's option to terminate under subsection A.1 above if the bank fails to cure as specified in the contract or subsection A.3. of this section.
3. If the bank does not comply with any provision of the banking contract, the County will:
 - a. Upon finding a first breach of the banking contract, immediately inform the bank of the breach and offer the bank ninety days to cure the breach; provided that, if the bank receives a Community Reinvestment Act rating from a federal regulator agency that is below outstanding for the assessment area that includes the geographical boundaries of King County, the manager of the finance and business operations division has the discretion to allow the bank to cure this problem by requesting that the bank immediately update its community reinvestment plan to address specific deficiencies noted in the rating process; and provided further that, the outstanding Community Reinvestment Act rating must be reinstated by a federal regulator agency within two years from the date of the rating downgrade;
 - b. After ninety days after a first breach, if the bank has not corrected the breach, issue a one-hundred- eighty-day termination notice;
 - c. If the bank breaches the contract a second time during the term, immediately inform the bank of a second breach and require of the bank a payment to the county equal to five percent of the previous year's total commercial banking fees incurred by the county. The bank then has ninety days to correct the breach. The county may then use the penalty funds to contract with a nonprofit organization or organizations to provide services increasing access to consumer credit, subject to appropriation;
 - d. If, after ninety days of a second breach, the bank has not corrected the breach, issue a one-hundred- eighty-day termination notice;
 - e. If a bank breaches the contract a third time during the term, immediately inform the bank of a second breach and require from the bank a payment equal to ten percent of the previous year's total commercial banking fees incurred by the county. The county may then use the penalty funds to contract with a nonprofit organization or organizations increasing access to consumer credit. The bank then has ninety days to correct the breach;
 - f. If, after ninety days of a third breach, the bank has not corrected the problem that led to the breach, issue a one-hundred-eighty-day termination notice;
 - g. If a bank breaches the contract for a fourth time during the term, immediately issue a one-hundred- eighty-day termination notice; and

- h. Issue any notices required under this section in the form of a paper original and an electronic copy filed with the clerk of the council, who shall retain the paper original and forward electronic copies to all councilmembers and the lead staff of the budget and fiscal management committee or its successor

B. Termination for Convenience

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

C. Termination for Default

If the Contractor does not perform the Work or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.10. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.10 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

D. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section 9.1.C: 1) the County shall be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination; and, 2) the Contractor shall be released from any obligation under this Contract affected by the termination or a related purchase order to provide further Work pursuant to the Contract.

2. Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

SECTION 10 MISCELLANEOUS

10.1 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

If the Contractor agrees to extend this contract to other governmental agencies, this contract is subject to an Administrative Fee (Fee) of 1% (.01). The Fee shall be based on total sales made to each governmental agency outside of King County's Departments, Divisions and Agencies, less sales tax, freight and any credits(s). The Fee shall be paid by the Contractor, payable and remitted to King County Procurement and Contract Services Section not less than twice per year, on July 31st and January 31st for the first and second half of the year sales respectively. Fees submitted shall be accompanied by a sales report, reference the contract number, and show the total sales to other governmental agencies, excluding King County. The Contractor shall not invoice the Fee to any contract user.

10.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

10.4 Environmentally Preferable Products Procurement Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

Ref: KCC 18.20

10.5 No Third Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third party.

10.6 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

10.7 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

End of Terms And Conditions

Attachment B - PRICING SCHEDULE

Fill in only the Blue Cells - all other Cells are locked

Include on Price sheet the price for all services associated with the requirements described in the RFP. Any fee not fully documented in your proposal and accepted into the Contract will not be allowed during the term of the Contract, unless agreed to in writing by King County. AFP Codes have been provided to insure consistency between proposers.

AFP Code	DESCRIPTION	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Est Amount	Unit Price	Mon-thly	Per Item	Extended Price		
Account Reconciliation Services																				
010 000	Account Maintenance	335	334	334	333	336	338	338	339	342	340	337	337	337		X		\$ -		
151 350	Stmt w/Ck Front & Back Images	6	6	7	7	7	7	6	6	7	7	4	5	6		X		\$ -		
010 101	Paper Credits	7,801	7,046	8,600	8,049	8,916	7,074	4,307	4,646	8,066	9,462	7,305	7,034	88,306			X	\$ -		
010 101	Electronic Credits	2,699	2,412	2,671	2,750	2,820	2,518	2,510	2,618	2,595	2,891	2,540	2,658	31,682			X	\$ -		
010 100	Paper Debits	24,086	21,643	6,264	6,900	6,693	5,490	6,400	6,673	6,273	7,443	5,604	6,079	109,548			X	\$ -		
010 100	Electronic Debits	2,789	2,535	2,823	2,941	3,121	2,660	2,607	2,763	2,784	3,121	2,705	2,834	33,683			X	\$ -		
150 101	Reject Checks Paid	718	565	596	546	562	464	462	396	427	602	608	593	6,539			X	\$ -		
100 220	Deposited Item-On-Us	11,780	10,655	12,579	12,185	13,306	11,374	10,487	11,532	13,819	13,519	10,629	10,759	142,624			X	\$ -		
100 224	Deposited Item-Transit	122,094	109,330	133,001	125,405	138,016	116,084	99,564	115,338	150,906	137,541	105,060	103,990	1,456,329			X	\$ -		
100 210	PreEnc Dep Item On-Us	2,345	2,446	2,359	2,628	2,270	2,339	2,426	2,391	2,035	2,780	1,878	2,285	28,182			X	\$ -		
100 214	PreEnc Dep Item Transit	24,192	24,442	24,891	27,005	23,691	23,452	24,097	23,635	21,319	29,161	18,823	22,586	287,294			X	\$ -		
100 230	Rejected Preencoded Dep Item	115	945	135	106	290	248	173	567	304	162	96	197	3,338			X	\$ -		
100 400	Returned Deposited Items	326	258	285	384	483	277	220	295	386	445	364	265	3,988			X	\$ -		
100 405	Returned Item Maintenance	40	40	40	40	40	40	40	40	40	40	40	40	40		X		\$ -		
100 402	Redeposited Returned Item	130	88	115	199	326	105	86	99	130	197	245	96	1,816			X	\$ -		
100 440	Ret Item Email Notification	13	11	16	16	16	10	20	20	15	28	10	14	189			X	\$ -		
100 440	Returned Item Email Images	13	11	11	18	17	6	17	19	14	27	8	9	170			X	\$ -		
100 440	Returned Item Online Banking Advice	32	33	45	39	40	34	40	40	38	44	33	42	460			X	\$ -		
100 411	Returned Item Fax Notification	0	0	0	0	0	0	0	0	1	0	2	0	3			X	\$ -		
100 403	Returned Item Image Viewed	165	139	133	99	137	115	121	170	237	192	183	170	1,861			X	\$ -		
100 414	Returned Item Image Advice View	2	2	3	4	3	4	3	5	4	6	5	7	48			X	\$ -		
100 440	Returned Item Summary Report	0	0	0	22	0	0	0	0	0	0	0	0	22			X	\$ -		
000 230	Deposit Coverage (Replaced FDIC insurance)	38,972	42,057	46,883	121,255	110,043	130,493	35,323	50,659	70,653	88,857	39,890	32,947	67,336		Per Dollars		\$ -		
150 341	Overdraft (Paid) Items	6	4	0	0	0	0	0	0	0	0	0	0	10			X	\$ -		
010 320	Snapshot Statement/Copy	1	1	20	6	0	5	1	1	4	1	0	0	40			X	\$ -		
010 320	Special Statements	25	23	26	26	27	24	26	27	24	26	24	25	25			X	\$ -		
151 360	Statement with All Items	141	136	144	149	150	147	127	138	146	149	145	140	143			X	\$ -		
151 360	Statement with Checks	0	0	0	1	1	1	1	1	1	1	1	1	1			X	\$ -		
151 350	Stmt w/Check Ft Images	1	1	1	1	1	1	1	1	1	1	1	1	1			X	\$ -		
159 999	Check Filter Setup	0	0	3	1	1	0	0	1	4	1	0	0	11			X	\$ -		
150 240	Check Filter Monthly Maint	6	6	6	6	6	6	6	6	6	6	6	6	6		X		\$ -		
150 240	Check Filter Monthly Maint	59	26	26	28	29	31	29	29	30	34	31	31	38		X		\$ -		
150 420	Manual Stop Payment-6 Months	6	4	0	1	4	2	0	3	4	0	0	3	27			X	\$ -		
150 420	Manual Stop Payment-24 Months	0	2	0	0	0	0	8	0	0	2	3	9	24			X	\$ -		
010 600	Account Inquiry	16	10	11	10	14	7	8	7	7	5	5	1	101			X	\$ -		
150 810	Check/Deposit Ticket Order	0	0	0	0	0	0	0	0	65	0	0	0	65			X	\$ -		
010 600	Related Acct Transfer by Phone	9	11	5	5	9	6	19	16	17	16	9	6	128			X	\$ -		
159 999	Fax Fee	6	0	2	2	2	0	0	0	2	2	0	2	18			X	\$ -		
151 342	Copy of Check/Deposit Ticket	2	52	20	9	15	11	11	12	23	7	29	8	199			X	\$ -		
151 360	Statement - Number of Items	5,432	5,052	6,212	5,747	6,497	5,292	3,628	4,038	6,065	6,976	5,326	5,060	65,325			X	\$ -		
151 351	Stmt-Number of Images	1,576	1,316	2,692	2,144	2,082	1,497	1,865	2,141	2,084	1,905	1,427	1,417	22,146			X	\$ -		
Depository Services Subtotal:																				\$ -
Depository Services																				
150 030	Full/Positive Pay Maint	15	15	15	15	15	15	15	15	15	15	15	15	15		X		\$ -		
150 120	Full/Positive Pay-per Item	817	656	808	867	818	743	953	978	834	884	675	637	9,670			X	\$ -		
150 030	Online Banking Positive Pay Only Maint	33	33	33	33	33	34	34	34	34	32	32	32	33		X		\$ -		
150 120	Online Banking Positive Pay Only-per Item	37,679	36,144	38,713	42,836	40,780	37,749	43,370	38,286	37,566	43,784	39,607	41,379	477,893			X	\$ -		
150 031	Online Banking Reverse Positive Pay Maint	1	1	1	1	1	0	0	0	0	0	0	0	1		X		\$ -		
150 100	Online Banking Reverse Pos Pay per Item	2,076	1,786	1,664	2,361	2,061	0	0	0	0	0	0	0	9,948			X	\$ -		
150 322	Online Banking Checks Returned	65	9	9	12	10	16	18	13	24	19	9	14	218			X	\$ -		

Attachment B - PRICING SCHEDULE

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AFP Code	DESCRIPTION	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Est Amount	Unit Price	Monthy	Per Item	Extended Price
100 600	Deposit Recon Maint	3	3	3	3	3	3	3	3	3	3	3	3	3		X		\$ -
100 610	Deposit Recon Items	1,672	1,553	1,667	1,756	1,755	1,621	1,841	1,817	1,743	1,818	1,630	1,668	20,541			X	\$ -
151 352	Online Banking Rev Pos Pay Image Retrieval	7	4	0	12	6	3	0	0	0	0	0	0	32			X	\$ -
150 520	Teller Pos Pay Online Banking special Handlin	30	30	30	30	30	30	30	30	30	28	28	28	354			X	\$ -
200 20B	Online Banking Issue/Cancel Input	133	192	69	185	345	164	415	673	322	418	149	169	3,234			X	\$ -
200 20B	Online Banking Issue Maint Upload - per F	0	0	0	0	0	0	0	0	26	34	27	24	27		X		\$ -
150 120	Online Banking Rev Pos Pay List/File	1	1	1	1	1	1	0	0	0	0	0	0	6			X	\$ -
150 322	ARP Return Items	1	0	0	0	1	0	1	1	0	0	0	0	4			X	\$ -
200 210	ARP Manual Input	0	0	1	0	0	0	0	0	0	0	0	0	1			X	\$ -
200 20B	Online Banking Issue Maint Upload - per F	31	22	29	28	20	22	31	28	0	0	0	0	211			X	\$ -
159 999	Online Banking Issue Maint Confirm-per F	520	469	512	477	534	516	493	503	473	516	487	490	499		X		\$ -
200 100	Online Banking ARP Recon Report-per Item	1,611	1,549	1,458	1,648	1,956	1,609	1,468	2,165	1,949	1,890	1,796	1,528	20,627			X	\$ -
200 306	Online Banking ARP Recon Reports Maint	11	11	11	11	11	11	11	11	11	11	11	11	11		X		\$ -
151 200	Recon Printing / Mailing Fee	18	18	18	18	18	18	18	18	18	18	18	18	18			X	\$ -
200 201	Transmission Input	593	500	551	529	574	553	542	549	517	591	520	537	6,556			X	\$ -
200 301	ARP Transmission Output	4	4	4	4	4	4	4	4	4	4	4	4	4		X		\$ -
200 301	ARP Transmission per Item	934	985	815	938	938	1,047	916	1,041	1,049	983	1,040	920	11,606			X	\$ -
151 310	ARP Safekeeping-per Item	1,312	1,337	1,137	1,415	1,554	1,060	1,356	1,367	0	0	0	0	10,538			X	\$ -
209 999	ARP Online Bankingecial Handling Misc	3	6	0	0	75	75	0	0	0	0	0	0	159			X	\$ -
100 600	Deposit Recap Maintenance	12	12	12	12	12	12	12	12	12	12	12	12	12		X		\$ -
Account Reconciliation Services Subtotal:																		\$ -

On Line Banking

400 810	Online Banking Information Rptng Setup	0	0	0	0	0	0	0	0	0	2	0	0	2			X	\$ -
400 272	Online Banking Current Day Detail-Acct	57	57	57	57	57	57	57	57	57	63	61	61	61			X	\$ -
400 272	Online Banking Current Day per Item Det	40,271	38,322	41,400	46,106	43,709	40,672	44,188	39,130	38,545	44,387	40,992	42,249	499,971			X	\$ -
400 272	Online Banking Current Day per Item Sum	16,048	14,527	16,047	16,811	16,806	15,282	16,805	16,807	15,298	17,514	15,264	16,853	194,062			X	\$ -
400 272	Online Banking Previous Day Detail-Acct	196	196	196	196	197	199	199	200	210	208	209	209	200			X	\$ -
400 272	Online Banking Previous Day per Item Det	26,586	24,076	26,622	28,449	28,859	24,452	23,944	24,442	26,323	30,768	25,789	26,114	316,424			X	\$ -
400 272	Online Banking Previous Day per Item Sum	48,660	44,004	48,576	50,952	51,216	46,860	51,686	51,732	47,148	52,800	46,740	51,912	592,286			X	\$ -
409 999	Account Analysis Report PDF	1	1	1	1	1	1	1	1	1	1	1	1	1		X		\$ -
409 999	Monthly DDA Statement PDF	198	198	198	198	199	202	202	202	212	212	211	212	203		X		\$ -
250 720	ACH Return and NOC Report	84	84	84	84	84	85	85	85	85	85	85	85	85		X		\$ -
250 720	ACH Received Item Report	2	2	2	2	2	2	2	2	2	2	2	2	2		X		\$ -
250 720	ACH Redeposit Report	1	1	1	1	1	1	1	1	1	1	1	1	1		X		\$ -
250 720	ACH Settlement Report	2	2	2	2	2	2	2	2	2	2	2	2	2		X		\$ -
300 225	EDI Remittance Report	5	5	5	5	5	5	5	5	5	5	5	5	5		X		\$ -
100 707	ARP Depost Recon Report	2	2	2	2	2	2	2	2	2	2	2	2	2		X		\$ -
401 020	Online Banking Token Monthly Maintenance	141	141	143	143	143	141	141	142	142	142	142	142	142		X		\$ -
400 810	Online Banking User Add/Modify/Delete	2	0	2	0	0	0	2	17	2	11	1	1	38			X	\$ -
400 810	Online Banking Account Add/Modify/Delete	2	0	0	1	2	9	0	0	0	0	0	0	14			X	\$ -
401 030	Online Banking Customer Training	0	0	0	0	0	1	0	0	0	0	0	0	1			X	\$ -
400 820	Online Banking Bank Assist Password Reset	0	0	0	0	0	6	0	0	0	0	0	0	6			X	\$ -
400 110	Previous Day Xmit Mo Maint	76	76	76	76	76	77	77	78	79	80	78	79	77		X		\$ -
400 110	Prev Day Xmit-per Transmit	21	19	21	22	22	20	22	22	20	22	19	21	251			X	\$ -
400 232	Previous Day Xmit-per Item	63,637	58,151	63,147	67,900	68,179	61,188	71,698	67,725	64,353	75,493	65,450	70,813	797,734			X	\$ -
409 999	Online Banking Book Transfer Setup	0	0	0	0	0	0	0	0	0	2	1	1	4			X	\$ -
409 999	Online Banking Book Transfer Mo Maint -FIRST	1	1	1	1	1	1	1	1	1	1	75	75	160		X		\$ -
409 999	Online Banking Book Transfer Mo Maint -NEXT	75	75	75	75	75	75	75	75	75	75	62	63	73		X		\$ -
150 410	Online Banking Stop Payments Mo Maint	18	18	18	18	18	23	23	23	23	23	23	23	23		X		\$ -
150 410	Online Banking Stop Payments-per Stop	3	35	0	2	2	5	49	0	1	0	1	4	102			X	\$ -
250 000	Online Banking ACH Origination Mo Maint	6	6	6	6	6	6	6	6	6	6	6	6	6		X		\$ -
250 000	Online Banking ACH Monthly Maintenance	61	61	61	61	61	61	61	61	61	61	61	61	61		X		\$ -
250 611	Online Banking ACH Adjustment Mo Maint	1	1	1	1	1	1	1	1	1	1	1	1	1		X		\$ -

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AFP Code	DESCRIPTION	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Est Amount	Unit Price	Monthly	Per Item	Extended Price
250 611	Online Banking ACH Adjustment Request	17	34	6	6	14	7	10	5	4	6	7	11	127			X	\$ -
350 000	Online Banking Wires Monthly Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	1		X		\$ -
200 306	Online Banking Account Recon Monthly Maint	1	1	1	1	1	1	1	1	1	1	1	1	1		X		\$ -
200 410	Online Banking Positive Pay Setup	0	0	0	0	0	1	0	0	0	0	0	0	0		X		\$ -
150 030	Online Banking Positive Pay Monthly Maint	48	48	48	48	48	48	49	49	49	49	47	47	48		X		\$ -
150 031	Online Banking Rev PPay Monthly Maint	1	1	1	1	1	1	0	0	0	0	0	0	1		X		\$ -
109 999	Online Banking Issue Maint Setup	0	0	0	0	0	1	0	0	0	0	0	0	1			X	\$ -
200 201	Online Banking Issue Maint Mo Maintenance	47	47	47	47	47	48	48	48	48	48	46	46	47		X		\$ -
151 399	Online Banking Image Access Setup	0	0	0	0	1	0	0	0	0	0	0	53	54			X	\$ -
151 350	Online Banking Image Access/Archive Mo	54	54	54	54	55	55	55	55	55	55	53	0	50		X		\$ -
409 999	Online Banking External Message Mo Maint	29	29	29	28	27	28	31	30	30	29	29	29	29		X		\$ -
409 999	Online Banking External User Message Sent	254	244	232	227	197	208	222	253	245	196	254	196	2,728			X	\$ -
409 999	Online Banking External User Task Sent	32	23	13	21	21	12	45	27	20	31	16	41	302			X	\$ -
Online Banking Subtotal:																		\$ -

Wire Transfers																		
350 000	Wire Monthly Maint Voicé-Pin	1	1	1	1	1	1	1	1	1	1	1	1	1		X		\$ -
350 300	Incoming Fedwire	26	18	14	16	12	9	14	13	7	31	23	15	198			X	\$ -
350 712	Incoming Intl Wire	0	1	4	1		1	1	2	1	0	0	3	14			X	\$ -
350 123	Internal Wire Credit	0	4	0	2	2	2	6	5	5	4	6	7	43			X	\$ -
350 124	Internal Wire Debit	0	0	0	0	0	0	1	0	0	0	0	0	1			X	\$ -
350 700	Bank Assist Wire Surcharge Int	0	0	0	1		0	0	0	0	0	1	0	2			X	\$ -
350 700	Bank- Intl FX Non-Repetitive	0	0	0	1		0	0	0	0	0	0	0	1			X	\$ -
350 300	Incoming Fedwire CTP	22	19	21	29	27	23	34	25	27	32	26	37	322			X	\$ -
350 520	Drawdown Request Inbound	1	1	1	1	1	1	1	1	1	1	1	1	12			X	\$ -
350 100	Online Banking Fedwire Repetitive	17	14	14	17	14	7	6	5	5	24	17	17	157			X	\$ -
350 104	Online Banking Fedwire Non-Repetitive	9	4	9	6	8	16	10	7	9	13	14	33	138			X	\$ -
350 700	Online Banking Intl USD Non-Repetitive	0	0	0	1	1	1	0	1	1	0	0	1	6			X	\$ -
350 700	Online Banking Intl FX Non-Repetitive	0	0	1	1	1	0	7	0	0	0	0	0	10			X	\$ -
350 120	Online Banking Internal	0	0	0	1	1	0	1	2	0	0	2	3	10			X	\$ -
350 403	Online Banking Wire Beneficiary Email	1	1	0	5	4	8	4	4	3	2	2	5	39			X	\$ -
350 412	Wire Advice Mail	12	13	12	15	14	10	19	18	17	17	17	23	187			X	\$ -
Wire Transfers Subtotal:																		\$ -

Zero Balance Accounts																		
010 020	ZBA Lead	1	1	1	1	1	1	1	1	1	1	1	1	1		X		\$ -
010 021	ZBA Subsidiary	118	118	118	119	119	120	120	121	121	121	121	120	120		X		\$ -
Zero Balance Accounts Subtotal:																		\$ -

Controlled Distribution																		
150 000	Controlled Disb - Fixed	29	29	30	30	30	30	30	30	30	30	28	28	30		X		\$ -
150 110	Controlled Disb - per Item	18,379	18,725	37,585	41,437	39,234	36,458	39,886	34,636	34,379	39,513	36,577	37,838	414,647			X	\$ -
Controlled Disbursement Subtotal:																		\$ -

Image Services																		
151 350	Monthly Maint-per Acct	0	46	46	46	46	46	46	46	46	46	44	44	42		X		\$ -
151 351	Image Archive per Check Image	0	36,913	39,650	44,165	41,708	38,683	42,250	36,947	36,676	42,174	38,730	40,076	437,972			X	\$ -
151 353	Image Archive - per CD-ROM	5	5	5	10	1	5	5	5	5	5	5	5	5			X	\$ -
151 353	Duplicate CD-ROM	2	2	2	4	2	2	2	2	2	2	2	2	26			X	\$ -
151 352	Image Access Imgs Retrieved	0	0	0	0	0	0	0	134	251	362	237	224	1,208			X	\$ -
151 351	Cks Pd Img Item Stored	0	0	0	0	0	0	0	23,062	34,922	40,076	36,977	38,178	173,215			X	\$ -
151 351	Dep Itms Img per Item Stored	0	0	0	0	0	0	0	46,602	78,987	220,820	97,253	61,816	505,478			X	\$ -
151 352	Online Banking Short Term Imgs Retrieved	0	0	0	0	0	0	0	24	46	60	47	48	225			X	\$ -
151 355	Online Banking Web Images Retrieved	395	287	353	327	315	374	275	302	297	422	284	272	3,903			X	\$ -
151 351	Image Archive per Ck/Dep Image	700	637	758	819	709	670	837	870	724	770	572	514	8,580			X	\$ -

Attachment B - PRICING SCHEDULE

Fill in only the Blue Cells - all other Cells are locked

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AFP Code	DESCRIPTION	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Est Amount	Unit Price	Monthly	Per Item	Extended Price	
151 355	Online Banking Item Dep Images Retrieved	207	21	388	194	318	154	545	68	154	89	198	192	2,528			X	\$ -	
Image Services Subtotal:																		\$ -	
Retail Lockbox																			
050 010	RLBX Monthly Maint-Seattle	1	1	1	1	1	1	1	1	1	1	1	1	1			X	\$ -	
050 20Z	RLBX Item-Seattle	6,382	5,358	6,226	5,364	6,039	5,090	6,055	5,108	5,928	5,210	5,849	4,940	67,549			X	\$ -	
050 202	RLBX Item Multiple-Seattle	823	367	746	314	723	368	707	314	696	319	717	225	6,319			X	\$ -	
050 510	RLBX Item Check Acct-Seattle	259	87	273	121	272	113	261	104	279	134	293	118	2,314			X	\$ -	
050 211	RLBX Manual Mail-Seattle	2	2	1	0		6	2	0	0	0	1	0	14			X	\$ -	
050 520	RLBX OCR Repair-Seattle	142	0	135	0		0	0	0	120	0	0	0	397			X	\$ -	
050 300	RLBX Deposit-Seattle	21	18	21	22	22	20	22	22	20	22	19	21	250			X	\$ -	
050 23A	RLBX Cash Received-Seattle	1	2	0	1	1	0	0	0	0	0	0	0	5			X	\$ -	
050 401	RLBX Transmission-Seattle	1	1	1	1	1	1	1	1	1	1	1	1	12			X	\$ -	
050 41Z	RLBX Pkg Prep-Seattle	21	18	21	22	22	20	22	22	20	22	19	21	250			X	\$ -	
050 413	RLBX Courier-Seattle	160	160	160	160	160	160	160	454	454	454	454	454	3,390			X	\$ -	
050 530	RLBX Unprocessable-Seattle	150	154	177	164	173	132	163	144	179	157	143	138	1,874			X	\$ -	
050 424	RLBX Image Look Maint-Seattle	1	1	1	1	1	1	1	1	1	1	1	1	1		X	\$ -		
050 424	RLBX Image Look Items-Seattle	11,871	10,397	11,624	10,453	11,283	9,848	11,331	9,950	11,068	10,125	10,873	9,679	128,502			X	\$ -	
050 424	RLBX Image Pages-Seattle	57	0	74	4	57	0	59	0	66	0	57	0	374			X	\$ -	
050 423	RLBX CD-ROM Charge-Seattle	1	1	1	1	1	1	1	1	1	1	1	1	12			X	\$ -	
Retail Lockbox Subtotal:																		\$ -	
There is one Special District using Lockbox Service																			
ACH Services																			
250 202	Intl ACH Received Item	2	2	2	3	3	3	2	3	2	4	3	3	32			X	\$ -	
250 000	ACH Monthly Maintenance	29	29	29	29	29	30	30	30	30	30	30	29	30		X	\$ -		
250 120	ACH Originated Addenda Item	966	1,186	1,130	1,134	1,110	710	936	545	723	755	737	959	10,891			X	\$ -	
250 501	ACH Process Run	156	142	144	161	163	157	174	171	174	171	157	164	1,934			X	\$ -	
250 102	ACH Orig Transit Item	65,746	66,098	66,575	66,782	67,551	67,536	80,949	63,311	67,864	68,828	69,088	83,240	833,568			X	\$ -	
250 102	ACH Originated On-US Item	4,273	4,273	4,340	4,311	4,391	4,351	5,109	4,071	4,315	4,453	4,444	5,259	53,590			X	\$ -	
259 999	ACH File Confirmation Fax	34	29	34	34	35	34	41	34	36	34	32	39	416			X	\$ -	
259 999	ACH File Confirmation Email	464	421	482	505	549	468	543	557	501	537	459	513	5,999			X	\$ -	
250 310	ACH Redeposited Item	8	11	4	4	4	0	0	0	11	6	7	4	59			X	\$ -	
250 202	ACH Received Item	5,467	5,064	5,602	5,733	5,795	5,018	4,943	5,420	5,609	5,974	5,502	5,529	65,656			X	\$ -	
250 202	ACH Received Item	14	18	22	18	11	8	14	12	6	11	13	13	160			X	\$ -	
250 220	ACH Received Addenda Item	167	118	121	131	161	137	130	175	115	118	133	113	1,619			X	\$ -	
251 000	ACH Direct Setup	0	0	0	0	0	2	0	14	0	0	0	0	16			X	\$ -	
250 000	ACH Monthly Maint-3rd Party	13	13	13	13	14	14	14	0	14	14	14	14	13		X	\$ -		
251 040	ACH Service Bureau Setup	0	0	0	0	1	0	0	0	0	0	0	0	1			X	\$ -	
251 050	ACH Block Mthly Maint-per Acct	35	35	35	35	35	35	35	39	39	37	37	37	36		X	\$ -		
251 050	ACH Filter Mthly Maint	3	3	3	3	3	3	3	3	3	3	3	3	3		X	\$ -		
259 999	ACH Redeposited Items-Elec	8	11	4	4	4	0	0	0	11	6	7	4	59			X	\$ -	
251 055	ACH Filter/Block Setup	0	0	0	0	0	0	0	4	0	0	0	0	4			X	\$ -	
250 302	ACH Return-per Item	41	43	61	52	60	47	65	70	56	105	66	54	720			X	\$ -	
251 070	ACH Notification of Change	24	243	97	40	61	115	108	86	181	73	33	39	1,100			X	\$ -	
250 400	ACH Return/NOC Electronic	91	185	160	102	117	102	101	201	108	120	97	75	1,459			X	\$ -	
250 401	ACH Return/NOC Faxed	23	53	49	39	48	38	32	32	40	49	37	35	475			X	\$ -	
251 055	Business ECheck Block Mo Maint	1	1	1	1	1	1	1	1	1	1	1	1	1		X	\$ -		
250 640	ACH Item Adjustment Request	20	37	10	7	16	14	18	8	15	11	10	13	179			X	\$ -	
250 641	ACH Batch Adjustment Request	0	4	1	4		2	1	1	1	1	2	0	17			X	\$ -	
250 641	ACH Letter of Indemnity	0	0	0	0	0	0	0	0	0	0	1	0	1			X	\$ -	
250 642	ACH File Adjustment Request	0	0	0	0	0	0	0	1	0	0	0	0	1			X	\$ -	
250 102	Online Banking ACH On-US Item	1,606	1,663	1,700	1,808	1,756	1,617	1,605	1,673	1,696	1,878	1,756	1,837	20,595			X	\$ -	
250 102	Online Banking ACH Transit Item	19,854	20,403	20,663	21,409	20,644	19,168	18,941	20,201	19,699	21,339	20,708	21,269	244,298			X	\$ -	

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AFP Code	DESCRIPTION	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Est Amount	Unit Price	Mon-thly	Per Item	Extended Price
250 505	Online Banking ACH Process Run	218	207	210	228	210	186	216	234	227	226	190	217	2,569			X	\$ -
250 302	Online Banking ACH Rtn Item	67	60	41	34	67	35	43	165	66	55	56	57	746			X	\$ -
251 070	Online Banking ACH NOC Item	16	69	57	35	12	34	21	16	17	28	18	8	331			X	\$ -
300 010	ACH Remittance Monthly Maint	5	5	5	5	5	5	5	5	5	5	5	5	5		X		\$ -
ACH Services Subtotal:																		\$ -

Branch Coin/Currency Services

100 01Z	Cash Deposited-per \$100	9,363	10,445	11,967	7,936	9,815	11,448	4,333	7,514	11,934	15,342	8,195	7,783	116,075			X	\$ -
100 011	Coin Deposited-per Roll	103	112	367	337	87	292	56	16	67	118	264	167	1,986			X	\$ -
100 012	Loose Mixed Coin Dep-per Bag	25	40	15	20	34	37	1	7	13	38	56	26	312			X	\$ -
100 014	Fed Ready Coin Dep-per Bag	0	0	0	0	4	2		0	0			0	6			X	\$ -
109 999	Night Dep Processing-per Dep	1,149	984	1,359	911	1,287	894	97	198	1,032	1,448	1,030	700	11,089			X	\$ -
100 04A	Currency Ordered-per Strap	7	6	7	0	2	12	5	26	19	1	3	2	90			X	\$ -
100 048	Loose Currency Ordered/\$100	15	16	13	15	28	49	24	58	20	17	33	39	327			X	\$ -
100 044	Coin Rolls Ordered-per Roll	3	52	4	5	59	26	15	125	52	17	65	24	447			X	\$ -
100 046	Coin Rolls Ordered-per Box	0	1	0	0	0	1		0	0		0	0	2			X	\$ -
100 040	Standard Chng Order-per Order	11	12	9	11	16	16	13	20	9	10	13	19	159			X	\$ -
Branch Coin/Currency Services Subtotal:																		\$ -

CVS Coin/Currency

100 114	Cash Dep-per \$100-Seattle	50,821	45,208	51,503	58,608	60,485	51,776	56,207	52,112	59,059	62,677	48,220	45,799	642,475			X	\$ -
100 100	Cash Vault Deposit-Seattle	4,388	4,163	4,895	4,745	5,122	4,168	2,813	2,785	4,649	5,166	4,317	3,967	51,178			X	\$ -
100 113	Coin Bags Deposited-Seattle	950	828	854	934	958	933	1,108	1,025	997	895	696	785	10,963			X	\$ -
100 111	Loose Coin Deposited-Seattle	168	210	142	213	216	173	174	176	151	223	218	199	2,263			X	\$ -
100 501	Cash Dep Adjustment-Seattle	30	38	40	24	43	36	27	34	54	28	26	35	415			X	\$ -
100 144	Individual Coin Rolls-Seattle	2,517	1,917	2,137	2,056	2,259	1,913	2,560	2,842	2,401	2,550	2,097	1,929	27,178			X	\$ -
100 14A	Curr Ordered-per Strap-Seattle	965	865	957	939	1,019	880	1,073	1,170	993	1,081	956	880	11,778			X	\$ -
100 141	Std Cash Orders-Seattle	0	0	1	247	2	6	1	267	1	3	2	230	760			X	\$ -
100 141	Non Std Cash Orders-Seattle	246	225	251	0	265	230	253	0	230	253	248	0	2,201			X	\$ -
100 830	Small Dep Bags/Box-Seattle	2		7	0		6		0	3	8	2	0	28			X	\$ -
100 830	Medium Dep Bags/Box-Seattle	0	0	1	0		1		0	0	2	0	0	4			X	\$ -
109 999	Mailed Receipts-Seattle	801	737	880	859	875	781	700	694	716	850	741	742	9,376			X	\$ -
100 154	Foreign Curr Deposited-Seattle	21	14	17	14	16	17	17	17	19	24	18	19	213			X	\$ -
100 114	Cash Dep-per \$100-	155	108	149	196	137	175	249	191	139	147	104	159	1,909			X	\$ -
100 100	Cash Vault Deposit-	24	18	24	30	18	24	30	24	18	24	18	29	281			X	\$ -
100 501	Cash Dep Adjustment-	0	1	0	1		1	1	1	1	3	0	0	9			X	\$ -
100 144	Individual Coin Rolls-	82	68	85	68	85	68	71	90	72	71	85	68	913			X	\$ -
100 14A	Curr Ordered-per Strap-	20	20	25	20	25	20	20	25	20	20	25	20	260			X	\$ -
100 141	Non Std Cash Orders-	4	4	5	4	5	4	4	5	4	4	5	4	52			X	\$ -
CVS Coin/Currency Subtotal:																		\$ -

Electronic Deposit Services

101 300	EDM Monthly Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	1		X		\$ -
101 311	Image Cash Letter Item - On-Us	1,064	3,238	5,914	16,489	7,390	1,914	2,217	1,986	3,947	14,724	5,364	1,757	66,004			X	\$ -
101 310	Image Cash Letter Item-Transit	10,190	28,900	50,075	163,778	74,147	18,414	21,463	16,372	30,879	150,402	54,467	17,031	636,118			X	\$ -
010 101	Image Cash Letter Deposit Fee	87	90	95	176	131	88	101	96	93	137	97	90	1,281			X	\$ -
100 230	Administrative Return Item	1		2	3	5	0		1	0	1	3	1	17			X	\$ -
101 324	Image Cash Letter Transmission FIRST	1	1	1	1	1	1	1	1	1	1	1	1	1			X	\$ -
101 324	Image Cash Letter Transmission NEXT	1	1	1	1	1	1	1	1	1	1	1	1	1			X	\$ -
101 324	Image Cash Letter Transmission	2	2	2	2	2	2	2	2	2	2	2	2	2			X	\$ -
101 300	ICL Monthly Maintenance	2	2	2	2	2	2	2	2	2	2	2	2	2		X		\$ -
Electronic Deposit Services Subtotal:																		\$ -

Bill Consolidator Payments

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AFP Code	DESCRIPTION	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Est Amount	Unit Price	Monthly	Per Item	Extended Price
310 104	Bill Consol Pymts Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	1		X		\$ -
250 202	BCP Electronic Pymt RB Item	5,588	4,572	5,620	4,685	5,541	4,526	5,583	4,651	5,386	4,645	5,511	4,564	60,872			X	\$ -
300 220	Suppl Remittance Info	1	1	1	1	1	1	1	1	1	1	1	1	1			X	\$ -
310 113	BCP Data Transmission Output	21	19	21	22	22	20	22	22	20	22	19	21	251			X	\$ -
310 112	BCP Transl Payment	5,596	4,570	5,616	4,682	5,545	4,531	5,579	4,653	5,381	4,652	5,502	4,567	60,874			X	\$ -
Bill Consolidator Payments Subtotal:																		\$ -
International Banking																		
609 999	Returned International Item	1	1	0							1	1	0	4			X	\$ -
100 21Z	Pre-Encode CAD/USD Item	4	1	7	14	14	3	1		4	19	10	0	77			X	\$ -
100 22Z	Un-Encode CAD/USD Item	22	12	24	15	29	21	17	24	14	17	8	21	224			X	\$ -
International Banking Subtotal:																		\$ -
Total Bank Charges:																		\$ -
Total Bank Charges over 7 years:																		\$ -

Insert any other related fees

AFP Code	DESCRIPTION

Unit Price

Daily Warrant Redemptions

2013

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1		\$7,393,812	\$13,565,082	\$15,877,764	\$10,480,929		\$19,830,762	\$14,860,273		\$19,938,377	\$13,479,094	\$6,793,304
2	\$26,736,666			\$19,609,365	\$8,361,107		\$21,842,635	\$13,927,336		\$16,024,897		\$24,559,127
3	\$14,424,640			\$14,127,890	\$15,479,376	\$16,573,573	\$21,504,538		\$16,335,616	\$11,814,068		\$18,216,993
4	\$13,575,630	\$16,040,889	\$20,055,867	\$11,725,165		\$17,275,776			\$23,029,945	\$15,304,072	\$25,777,082	\$14,605,058
5		\$14,389,780	\$16,320,899	\$7,454,017		\$13,274,560	\$20,017,325	\$20,735,332	\$16,614,180		\$25,777,081	\$8,174,590
6		\$10,965,052	\$10,199,321		\$14,414,234	\$11,386,524		\$17,761,794	\$6,480,022		\$15,054,145	
7	\$12,212,040	\$8,370,385	\$7,360,604		\$11,071,137	\$6,102,698		\$10,991,850		\$8,705,530	\$7,659,139	
8	\$10,978,521	\$7,332,145	\$6,901,712	\$10,446,197	\$8,547,248		\$7,056,926	\$9,277,406		\$17,702,171	\$6,160,616	\$14,344,227
9	\$8,082,635			\$18,136,652	\$7,438,135		\$13,406,947	\$8,164,184	\$9,609,273	\$13,573,645		\$10,576,423
10	\$5,545,367			\$6,494,306	\$7,459,867	\$9,532,666	\$13,214,932		\$19,853,394	\$11,008,681		\$8,033,629
11	\$6,292,206	\$12,373,138	\$13,328,011	\$9,623,791		\$19,441,283	\$10,556,073		\$12,569,685	\$7,041,229		\$10,170,107
12		\$12,736,520	\$10,637,944	\$7,212,887		\$9,830,991	\$6,883,148	\$11,208,108	\$10,312,106		\$17,154,425	\$6,309,848
13		\$9,593,756	\$15,347,187		\$18,303,024	\$8,247,922		\$14,451,754	\$10,896,772		\$17,832,088	
14	\$14,737,408	\$9,179,445	\$6,631,897		\$24,936,770	\$5,064,112		\$13,181,360			\$13,128,825	
15	\$14,334,326	\$10,119,676	\$10,939,041	\$9,696,242	\$6,612,417		\$13,635,168	\$7,672,883		\$18,916,202	\$4,965,228	\$14,357,818
16	\$11,733,792			\$15,775,431	\$10,194,906		\$18,899,394	\$7,214,644	\$17,440,953	\$22,715,193		\$14,178,626
17	\$14,263,485			\$7,561,302	\$10,716,489	\$10,623,093	\$8,723,818		\$14,111,559	\$9,530,317		\$9,536,697
18	\$9,190,295		\$14,345,149	\$9,703,781		\$10,602,774	\$6,125,984		\$8,027,521	\$7,562,185	\$15,661,312	\$5,748,847
19		\$17,592,784	\$15,193,038	\$11,521,206		\$14,241,380	\$6,743,422	\$11,075,995	\$8,223,538		\$16,952,851	\$11,316,220
20		\$17,901,509	\$6,683,059		\$15,011,687	\$3,985,034		\$16,309,858	\$6,199,437		\$9,794,333	
21		\$9,132,236	\$5,681,641		\$7,922,172	\$4,745,457		\$9,568,893		\$12,629,137	\$4,227,283	
22	\$11,599,561	\$8,627,338	\$6,632,395	\$13,974,184	\$10,306,655		\$13,795,088	\$6,563,434		\$13,002,900	\$6,253,797	\$20,396,703
23	\$14,378,378			\$7,106,710	\$7,549,072		\$9,124,240	\$6,303,464	\$12,515,695	\$8,682,097		\$12,738,695
24	\$15,126,950			\$11,994,753	\$6,135,438	\$8,368,281	\$5,786,461		\$10,204,344	\$7,787,889		
25	\$7,027,616	\$9,627,690	\$17,106,841	\$10,585,967		\$8,715,279	\$11,404,354		\$7,744,456	\$8,536,183	\$11,891,651	\$5,411,010
26		\$9,360,721	\$9,306,174	\$5,860,847		\$7,137,244	\$11,164,810	\$11,923,518	\$7,878,121		\$8,253,719	\$7,577,837
27		\$5,426,168	\$14,911,354			\$14,848,291		\$15,881,817	\$13,257,236		\$14,313,402	
28	\$12,968,938	\$5,497,217	\$10,951,332		\$11,687,598	\$10,238,203		\$8,432,422		\$15,173,310		
29	\$10,229,295		\$14,964,507	\$14,361,082	\$13,034,921		\$18,318,305	\$6,385,632		\$14,691,551	\$11,253,467	\$11,280,250
30	\$9,364,198			\$16,070,578	\$7,690,105		\$13,105,144	\$5,190,011	\$11,558,086	\$6,628,552		\$13,609,224
31	\$4,990,028				\$6,293,354		\$7,490,414			\$7,440,985		
	\$247,791,977	\$201,660,259	\$247,063,055	\$254,920,117	\$239,646,641	\$210,235,145	\$278,629,887	\$247,081,968	\$242,861,942	\$274,409,170	\$245,589,538	\$247,935,232

Daily Collected Balances - Main Account

1/2/2013	6,789,194.99	2/1/2013	92,870,108.18	3/1/2013	2,747,478.26	4/1/2013	3,520,095.16	5/1/2013	(1,002,857.90)	6/3/2013	16,933,387.08
1/3/2013	22,222,541.14	2/4/2013	5,454,926.37	3/4/2013	27,459,168.73	4/2/2013	5,587,574.08	5/2/2013	14,778,343.62	6/4/2013	19,713,545.09
1/4/2013	4,080,088.68	2/5/2013	5,921,173.81	3/5/2013	23,382,691.47	4/3/2013	36,549,605.32	5/3/2013	30,656,221.03	6/5/2013	18,219,726.28
1/7/2013	4,601,163.24	2/6/2013	3,451,571.92	3/6/2013	251,283,378.28	4/4/2013	90,746,414.18	5/6/2013	75,105,473.34	6/6/2013	92,483,277.56
1/8/2013	4,799,498.81	2/7/2013	3,997,675.84	3/7/2013	14,919,655.36	4/5/2013	11,397,446.85	5/7/2013	228,029,620.64	6/7/2013	99,619,951.81
1/9/2013	4,475,332.76	2/8/2013	7,947,752.25	3/8/2013	1,723,843.81	4/8/2013	109,738,408.04	5/8/2013	242,236,575.49	6/10/2013	75,658,862.77
1/10/2013	4,757,108.98	2/11/2013	4,738,942.63	3/11/2013	2,713,147.99	4/9/2013	98,839,659.92	5/9/2013	220,934,933.24	6/11/2013	64,088,165.06
1/11/2013	2,372,411.67	2/12/2013	5,668,292.37	3/12/2013	3,204,746.94	4/10/2013	93,646,717.13	5/10/2013	83,989,500.18	6/12/2013	67,086,181.21
1/14/2013	4,886,570.54	2/13/2013	5,013,252.18	3/13/2013	6,465,356.06	4/11/2013	21,815,823.40	5/13/2013	89,343,152.57	6/13/2013	73,898,710.40
1/15/2013	4,598,244.86	2/14/2013	1,342,704.44	3/14/2013	2,351,818.35	4/12/2013	28,736,276.91	5/14/2013	73,502,426.30	6/14/2013	74,440,473.99
1/16/2013	3,990,069.98	2/15/2013	2,651,883.15	3/15/2013	2,786,349.84	4/15/2013	46,444,709.96	5/15/2013	126,551,043.52	6/17/2013	76,844,941.33
1/17/2013	5,618,498.48	2/19/2013	3,467,000.08	3/18/2013	2,882,740.15	4/16/2013	8,855,990.95	5/16/2013	179,290,871.89	6/18/2013	74,638,090.30
1/18/2013	3,599,666.95	2/20/2013	2,004,603.02	3/19/2013	2,806,345.75	4/17/2013	20,441,202.85	5/17/2013	127,545,195.07	6/19/2013	71,391,303.76
1/22/2013	3,337,033.11	2/21/2013	3,111,274.54	3/20/2013	5,049,880.45	4/18/2013	68,346,524.04	5/20/2013	20,135,967.42	6/20/2013	28,322,876.83
1/23/2013	4,249,322.08	2/22/2013	6,239,843.07	3/21/2013	4,618,258.53	4/19/2013	155,576,904.63	5/21/2013	17,931,456.27	6/21/2013	205,226,858.78
1/24/2013	6,218,518.68	2/25/2013	2,901,635.07	3/22/2013	4,797,416.75	4/22/2013	71,391,715.60	5/22/2013	44,344,075.03	6/24/2013	209,151,629.67
1/25/2013	3,590,314.63	2/26/2013	5,194,898.27	3/25/2013	3,157,653.23	4/23/2013	93,444,899.05	5/23/2013	28,057,285.01	6/25/2013	180,337,490.90
1/28/2013	7,841,487.70	2/27/2013	2,930,478.86	3/26/2013	29,679,766.84	4/24/2013	19,815,795.47	5/24/2013	23,728,800.01	6/26/2013	178,240,145.75
1/29/2013	6,313,062.06	2/28/2013	219,558,623.29	3/27/2013	113,022,936.25	4/25/2013	347,847,439.58	5/28/2013	25,301,589.00	6/27/2013	177,966,230.33
1/30/2013	5,549,452.64			3/28/2013	119,092,784.38	4/26/2013	116,675,330.62	5/29/2013	69,342,163.59	6/28/2013	202,558,053.49
1/31/2013	174,402,616.43			3/29/2013	22,770,246.97	4/29/2013	14,315,962.31	5/30/2013	27,761,281.11		
						4/30/2013	8,542,198.26	5/31/2013	77,572,293.22		

7/1/2013	77,764,828.35	8/1/2013	65,033,306.17	9/3/2013	74,257,371.30	10/1/2013	94,260,382.19	11/1/2013	14,716,862.17	12/2/2013	8,172,495.26
7/2/2013	62,484,158.39	8/2/2013	40,905,867.55	9/4/2013	79,783,814.88	10/2/2013	89,698,218.35	11/4/2013	18,580,508.40	12/3/2013	1,973,363.84
7/3/2013	14,379,902.55	8/5/2013	27,092,800.57	9/5/2013	73,640,379.55	10/3/2013	160,652,171.16	11/5/2013	36,276,870.94	12/4/2013	3,473,070.31
7/5/2013	7,255,863.62	8/6/2013	17,543,885.14	9/6/2013	79,030,976.72	10/4/2013	3,223,492.73	11/6/2013	32,764,665.59	12/5/2013	2,302,040.40
7/8/2013	4,815,026.45	8/7/2013	16,122,468.22	9/9/2013	76,692,431.94	10/7/2013	2,926,596.23	11/7/2013	(1,470,517.92)	12/6/2013	1,824,282.45
7/9/2013	24,308,946.35	8/8/2013	11,020,421.79	9/10/2013	42,167,325.35	10/8/2013	2,465,736.53	11/8/2013	977,345.88	12/9/2013	3,395,980.05
7/10/2013	1,790,413.21	8/9/2013	34,028,964.10	9/11/2013	30,046,745.19	10/9/2013	3,842,417.49	11/12/2013	3,404,565.79	12/10/2013	1,569,616.36
7/11/2013	2,124,376.66	8/12/2013	32,699,782.39	9/12/2013	11,320,391.42	10/10/2013	3,368,077.30	11/13/2013	3,246,929.36	12/11/2013	497,504.76
7/12/2013	3,001,953.90	8/13/2013	26,437,946.56	9/13/2013	1,239,315.13	10/11/2013	2,902,768.61	11/14/2013	1,821,883.61	12/12/2013	1,872,282.81
7/15/2013	2,608,093.65	8/14/2013	22,163,392.66	9/16/2013	2,851,736.65	10/15/2013	6,552,812.54	11/15/2013	978,219.70	12/13/2013	2,299,683.25
7/16/2013	1,481,675.60	8/15/2013	41,607,892.95	9/17/2013	743,841.26	10/16/2013	3,549,470.40	11/18/2013	2,716,678.90	12/16/2013	4,386,236.25
7/17/2013	2,354,217.22	8/16/2013	27,077,565.18	9/18/2013	27,573,527.85	10/17/2013	6,399,934.74	11/19/2013	3,262,631.49	12/17/2013	1,101,361.90
7/18/2013	5,376,444.39	8/19/2013	29,494,504.95	9/19/2013	23,479,519.73	10/18/2013	3,039,595.48	11/20/2013	(5,273,439.70)	12/18/2013	4,343,370.02
7/19/2013	16,228,091.66	8/20/2013	17,310,902.68	9/20/2013	15,955,470.54	10/21/2013	4,183,586.52	11/21/2013	4,303,498.72	12/19/2013	2,861,611.61
7/22/2013	14,548,382.15	8/21/2013	15,969,225.89	9/23/2013	73,924,146.12	10/22/2013	5,190,683.68	11/22/2013	2,763,457.91	12/20/2013	5,157,160.08
7/23/2013	15,352,960.28	8/22/2013	20,435,751.84	9/24/2013	87,470,770.13	10/23/2013	24,419,895.74	11/25/2013	4,148,797.01	12/23/2013	5,298,343.54
7/24/2013	21,176,931.05	8/23/2013	21,328,306.62	9/25/2013	68,176,013.82	10/24/2013	4,904,261.68	11/26/2013	2,587,515.68	12/24/2013	1,160,091.49
7/25/2013	3,419,521.83	8/26/2013	27,645,493.01	9/26/2013	44,211,977.97	10/25/2013	17,310,443.97	11/27/2013	42,192,054.72	12/26/2013	1,673,467.22
7/26/2013	(653,179.04)	8/27/2013	22,122,672.27	9/27/2013	29,319,812.29	10/28/2013	501,219,994.22	11/29/2013	21,926,455.51	12/27/2013	(371,909.66)
7/29/2013	6,887,948.82	8/28/2013	25,330,505.26	9/30/2013	139,000,342.49	10/29/2013	125,447,981.62			12/30/2013	992,124.58
7/30/2013	11,367,408.94	8/29/2013	2,330,679.98			10/30/2013	120,171,178.40			12/31/2013	247,007,430.01
7/31/2013	134,349,193.35	8/30/2013	114,182,451.03			10/31/2013	15,261,845.88				



Finance and Business Operations Division
 Department of Executive Services
 401 Fifth Avenue, M/S CNK-ES-0323
 Seattle, WA 98104-1818

Payable Thru US Bank
 Canby, Oregon

96-651
 1232

No. 14752195

WARRANT DATE	WARRANT NO.	WARRANT AMOUNT
04-MAR-2014	14752195	\$1,200.00

PAY One Thousand Two Hundred Dollars And Zero Cents*****

TO THE
 ORDER
 OF

AAHAA- MARK HAMPTON
 1402 AUBURN WAY N #271
 AUBURN, WA 98002-3384 UNITED STATES

*** Not valid after one year from date of issue***

Authorized Signature

⑈ 14752195 ⑈ ⑆ 123206516 ⑆ 153210000920 ⑈



King County

Finance and Business Operations Division
 Department of Executive Services
 401 Fifth Avenue, M/S CNK-ES-0323
 Seattle, WA. 98104-1818

Warrant No. 14752195

DATE 04-MAR-2014 VENDOR NAME AAHAA- MARK HAMPTON VENDOR NO. 10020

INVOICE NUMBER	INV. DATE	DESCRIPTION	DISCOUNT	NET AMOUNT
36527-5	20-FEB-14 /		\$0.00	\$300.00
37208-2	09-JAN-14 /		\$0.00	\$300.00
37384-1	15-FEB-14 /		\$0.00	\$300.00
37384-2	01-MAR-14 /		\$0.00	\$300.00



Finance and Business Operations Division
Department of Executive Services
401 Fifth Avenue, M/S CNK-ES-0323
Seattle, WA 98104-1818

Payable Thru US Bank
Canby, Oregon

96-651
1232

No. 14752196

WARRANT DATE	WARRANT NO.	WARRANT AMOUNT
04-MAR-2014	14752196	\$716.68

PAY Seven Hundred Sixteen Dollars And Sixty-Eight Cents*****

TO THE
ORDER
OF

ABRA INC
PRECISION COLLISION
7225 NORTHLAND DR STE 210
BROOKLYN CENTER, MN 55428 UNITED STATES

*** Not valid after one year from date of issue***

Authorized Signature

⑈ 14752196 ⑈ ⑆ 123206516 ⑆ 153210000920 ⑈



Finance and Business Operations Division
Department of Executive Services
401 Fifth Avenue, M/S CNK-ES-0323
Seattle, WA. 98104-1818

Warrant No. 14752196

DATE 04-MAR-2014 VENDOR NAME ABRA INC

VENDOR NO. 476105

INVOICE NUMBER	INV. DATE	DESCRIPTION	DISCOUNT	NET AMOUNT
4448	05-FEB-14 /		\$0.00	\$716.68



Finance and Business Operations Division
Department of Executive Services
401 Fifth Avenue, M/S CNK-ES-0323
Seattle, WA 98104-1818

Payable Thru US Bank
Canby, Oregon

96-651
1232

No. 14752197

WARRANT DATE	WARRANT NO.	WARRANT AMOUNT
04-MAR-2014	14752197	\$990.83

PAY Nine Hundred Ninety Dollars And Eighty-Three Cents*****

TO THE
ORDER
OF

ABRA INC
7225 NORTHLAND DR STE 210
BROOKLYN CENTER, MN 55428 UNITED STATES

*** Not valid after one year from date of issue***

Authorized Signature

⑈ 14752197 ⑈ ⑆ 123206516⑆ 153210000920 ⑈



Finance and Business Operations Division
Department of Executive Services
401 Fifth Avenue, M/S CNK-ES-0323
Seattle, WA. 98104-1818

Warrant No. 14752197

DATE 04-MAR-2014

VENDOR NAME ABRA INC

VENDOR NO. 476105

INVOICE NUMBER	INV. DATE	DESCRIPTION	DISCOUNT	NET AMOUNT
5186	30-JAN-14	/	\$0.00	\$798.11
5197	30-JAN-14	/	\$0.00	\$192.72



Finance and Business Operations Division
Department of Executive Services
401 Fifth Avenue, M/S CNK-ES-0323
Seattle, WA 98104-1818

Payable Thru US Bank
Canby, Oregon

96-651
1232

No. 14752198

WARRANT DATE	WARRANT NO.	WARRANT AMOUNT
04-MAR-2014	14752198	\$106.50

PAY One Hundred Six Dollars And Fifty Cents*****

TO THE
ORDER
OF

ACCESS INFORMATION MANAGEMENT
PO BOX 4837
HAYWARD, CA 94540-4837 UNITED STATES

*** Not valid after one year from date of issue***

Authorized Signature

⑈ 14752198 ⑈ ⑆ 123206516⑆ 153210000920 ⑈



Finance and Business Operations Division
Department of Executive Services
401 Fifth Avenue, M/S CNK-ES-0323
Seattle, WA. 98104-1818

Warrant No. 14752198

DATE 04-MAR-2014 VENDOR NAME ACCESS INFORMATION MANAGEMENT

VENDOR NO. 59234

INVOICE NUMBER	INV. DATE	DESCRIPTION	DISCOUNT	NET AMOUNT
14011092	31-JAN-14 /		\$0.00	\$106.50



Finance and Business Operations Division
Department of Executive Services
401 Fifth Avenue, M/S CNK-ES-0323
Seattle, WA 98104-1818

Payable Thru US Bank
Canby, Oregon

96-651
1232

No. CheckNumber

WARRANT DATE	WARRANT NO.	WARRANT AMOUNT
PAYMENT DATE	CheckNumber	\$ht.00

PAY PaymentAmtText^L

TO THE
ORDER
OF

SVIFNAME
ADDRESS_LINE1
ADDRESS_LINE2
ADDRESS_LINE3
ADDRESS_LINE4
CITY, STATE ZIP COUNTRYEVIF

*** Not valid after one year from date of issue***

VOID

SVIF

SIGNATURE

EVIFeVIF

VC_MICR_CHK C_MICR_R_ACV

RTotalVer RTotalDisc



King County

Finance and Business Operations Division
Department of Executive Services
401 Fifth Avenue, M/S CNK-ES-0323
Seattle, WA. 98104-1818

Warrant No. CheckNumber

DATE C. PAY DATE VENDOR NAME C. VENDOR_NAME

VENDOR NO. Vendor#

INVOICE NUMBER	INV. DATE	DESCRIPTION	DISCOUNT	NET AMOUNT
rp:InvInv_Num	INVDATE	Invoice_Desc	\$ht.00DT	\$ht.00TotEInv
14115			TOTAL	\$t.00

XDO file name:
 IBYDE_N1US_en.rtf
 (APXNACHA.rdf)

Mapping of Payment Format:
US NACHA CCD Format

Date: 5/8/2007

Format Setup:

Hint: Define formatting options...

<TEMPLATE TYPE>	FIXED_POSITION_BASED
<OUTPUT CHARACTER SET>	iso-8859-1
<CASE CONVERSION>	Upper
<NEW RECORD CHARACTER>	Carriage Return

Sequences:

Hint: Define sequence generators...

<DEFINE SEQUENCE>	PaymentsSeq
<RESET AT LEVEL>	OutboundPaymentInstruction
<INCREMENT BASIS>	LEVEL
<START AT>	1
<END DEFINE SEQUENCE >	PaymentsSeq

<DEFINE SEQUENCE>	US_NACHA_CCD_DAILY_SEQ
<RESET AT LEVEL>	PERIODIC_SEQUENCE
<INCREMENT BASIS>	LEVEL
<START AT>	/OutboundPaymentInstruction/PaymentInstructionInfo/PaymentSequence[SequenceName='US_NACHA_CCD_DAILY_SEQ']/LastValue + 1
<MAXIMUM>	26
<END DEFINE SEQUENCE >	US_NACHA_CCD_DAILY_SEQ

Format Data Records:

*Hint: This is the body of the format. Define your format records here.
 Create one table for each record or group of records that are at the same level.*

<BEGIN FILLER BLOCK>	AllRecordsBlock
<FILLER CHARACTER>	9

<BLOCK SIZE>		10				
<LEVEL>		OutboundPaymentInstruction				
<POSITION>	<LENGTH>	<FORMAT>	<PAD>	<DATA>	<COMMENTS>	
<NEW RECORD>		FILE_HEADER				
1	1	Number	L, '0'	1	Record Type Code	
2	2	Number	L, '0'	1	Priority Code	
4	1	Alpha	R, ' '		Immediate Destination: the first position is a blank	
5	9	Number	L, '0'	InstructionGrouping/BankAccount/BranchNumber	Immediate Destination: the second to the tenth position of this field is the ABA routing number of the receiving bank of this payment file. The ABA routing number is a nine digit number composed of three parts. The first four digits are the Federal Reserve Routing Symbol; the next four digits are the ABA Institution Identifier; and the last one digit is the check digit.	
14	1	Number	L, '0'	1	Immediate Origin: mutually defined – ANSI one-digit ICD	
15	9	Alpha	L, '0'	REPLACE (InstructionGrouping/Payer/LegalEntityRegistrationNumber, '-')	Immediate Origin	
24	6	Date, YYMMDD		SYSDATE	File Creation Date	
30	4	Date, HH24MI		SYSDATE	File Creation Time (Military Time)	
34	1	Alpha	R, ' '	DECODE (SEQUENCE_NUMBER (US_NACHA_CCD_DAILY_SEQ), 1, 'A', 2, 'B', 3, 'C', 4, 'D', 5, 'E', 6, 'F', 7, 'G', 8, 'H', 9, 'I', 10, 'J', 11, 'K', 12, 'L', 13, 'M', 14, 'N', 15, 'O', 16, 'P', 17, 'Q', 18, 'R', 19, 'S', 20, 'T', 21, 'U', 22, 'V',	File ID Modifier.	

				23, 'W', 24, 'X', 25, 'Y', 26, 'Z')	
35	3	Number	L, '0'	94	Record Size
38	2	Number	L, '0'	10	Blocking Factor
40	1	Number	L, '0'	1	Format Code
41	23	Alpha	R, ' '	InstructionGrouping/BankAccount/BranchName	Immediate Destination Name
64	23	Alpha	R, ' '	InstructionGrouping/Payer/LegalEntityName	Immediate Origin Name.
87	8	Alpha	R, ' '		Optional Reference Code.
<NEW RECORD>		BATCH_HEADER			
1	1	Number	L, '0'	5	Record Type Code
2	3	Number	L, '0'	220	Service Class Code
5	16	Alpha	R, ' '	InstructionGrouping/Payer/LegalEntityName	Company Name
21	20	Alpha	R, ' '	PaymentInstructionInfo/InstructionReferenceNumber	Company Discretionary Data
41	1	Number	L, '0'	6	Company Identification: first position is ANSI one-digit ICD (Identification Code Designators): 1 = IRS Employer Identification Number (EIN) 3 = Data Universal Numbering Systems (DUNS) 9 = Mutually Defined
42	9	Alpha	L, '0'	REPLACE (InstructionGrouping/Payer/LegalEntityRegistrationNumber, '-')	Company Identification. Same as position 14 in the file header rec
51	3	Alpha	R, ' '	'CCD'	Standard Entry Class Cpde
54	10	Alpha	R, ' '	PaymentInstructionInfo/UsrAssignedRefCode	Company Entry Description.
64	6	Date, YYYYMMDD	R, ' '	InstructionGrouping/PaymentDate	Company Descriptive Date. NACHA recommends but does not require that RDFIs print this value on the receiver's statement.
70	6	Date, YYYYMMDD		InstructionGrouping/PaymentDate	Effective Entry Date

76	3	Alpha	R, ' '		Settlement date. Reserved for ACH operator. Leave blank
79	1	Number	L, '0'	1	Originator Status Code
80	8	Number	L, '0'	SUBSTR (InstructionGrouping/BankAccount/BranchNumber,1,8)	Originating DFI Identification. This is the first 8 digits of the ABA routing number of the receiving bank (internal bank) – without the check digit.
88	7	Number	L, '0'	1	Batch Number. This is the sequence number for the batch – it must match position 88 to 94 of batch control rec.

<LEVEL>		OutboundPayment				
<SORT ASCENDING>		Payee/Name				
<POSITION>	<LENGTH>	<FORMAT>	<PAD>	<DATA>	<COMMENTS>	
<NEW RECORD>		ENTRY_DETAIL_CR				
1	1	Number	L, '0'	6	Record type	
2	2	Alpha	R, ' '	IF NVL (PayeeBankAccount/BankAccountType/Code, 'CHECKING') = 'CHECKING' THEN DECODE (PaymentAmount/Value, 0, '23', '22') ELSIF PayeeBankAccount/BankAccountType/Code = 'SAVINGS' THEN DECODE (PaymentAmount/Value, 0, '33', '32') END IF	Transaction Code	
4	9	Number	L, '0'	PayeeBankAccount/BranchNumber	Receiving DFI Identification (including check digit)	
13	17	Alpha	R, ' '	PayeeBankAccount/BankAccountNumber	DFI Account Number	

30	10	Number, Integer	L, '0'	ROUND (PaymentAmount/Value *100)	Amount
40	15	Alpha	R, ' '	PaymentNumber/PaymentRefer enceNumber	Identification Number
55	22	Alpha	R, ' '	IF (Payee/AlternateName) <> ' ' THEN (Payee/AlternateName) ELSE (Payee/Name) END IF	Receiving Company Name/ID Number
77	2	Alpha	R, ' '		Discretionary Data
79	1	Number	L, '0'	0	Addenda record Indicator
80	8	Number	L, '0'	SUBSTR (BankAccount/Branch Number, 1, 8)	ODFI Routing Number
88	7	Number	L, '0'	SEQUENCE_NUMBER (PaymentsS eq)	Numeric sequence starting at 1 within the batch
<END LEVEL>		OutboundPayment			

<LEVEL>		OutboundPaymentInstruction				
<POSITION>	<LENGTH>	<FORMAT>	<PAD>	<DATA>	<COMMENTS>	
<NEW RECORD>		BATCH_CONTROL				
1	1	Number	L, '0'	8	Record Type Code	
2	3	Number	L, '0'	220	Service Class Code	
5	6	Number	L, '0'	InstructionTotals/Payment Count	Entry/Addenda count	
11	10	Number	L, '0'	SUM (TO_NUMBER (SUBSTR (OutboundPayment/PayeeBan kAccount/BranchNumber, 1, 8)))	Entry Hash	
21	12	Number, Integer	L, '0'	0	Total Debit Dollar Amount of Batch	
33	12	Number, Integer	L, '0'	ROUND (SUM (OutboundPayment /PaymentAmount/Value) *100)	Total Credit Dollar Amount of Batch	
45	1	Number	L, '0'	6	Company Identification: first position is ANSI one-digit ICD (Identification Code Designators): 1 = IRS Employer Identification Number (EIN)	

					3 = Data Universal Numbering Systems (DUNS) 9 = Mutually Defined
46	9	Alpha	L, '0'	REPLACE (InstructionGrouping/Payer/LegalEntityRegistrationNumber, '-')	Company Identification. Same as position 14 in the file header rec
55	25	Alpha	R, ' '		Message Authentication Code AND Reserved Space
80	8	Number	L, '0'	SUBSTR (InstructionGrouping/BankAccount/BranchNumber, 1, 8)	Originating DFI Identification
88	7	Number	L, '0'	1	Batch Number. Same as last field of Record 5
<NEW RECORD>		FILE CONTROL			
1	1	Number	L, '0'	9	Record Type Code
2	6	Number	L, '0'	1	Batch Count
8	6	Number	L, '0'	CEIL ((COUNT (OutboundPayment)+4) DIV (10))	Block Count. Total number of records in the file, divided by ten and rounded up. All records, including both the File Header and File Control Records are included in the block count.
14	8	Number	L, '0'	InstructionTotals/Payment Count	Entry/Addenda Count.
22	10	Number	L, '0'	SUM (TO_NUMBER (SUBSTR (OutboundPayment/PayeeBankAccount/BranchNumber, 1, 8)))	Entry Hash
32	12	Number, Integer	L, '0'	0	Total Debit Entry Dollar Amount in File
44	12	Number, Integer	L, '0'	ROUND (SUM (OutboundPayment /PaymentAmount/Value) *100)	Total Credit Entry Dollar Amount in File
56	39	Alpha	R, ' '		Blank
<END LEVEL>		OutboundPaymentInstruction			

<END FILLER BLOCK>	AllRecordsBlock
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XDO file name:
 KCAP_POSITIVE_PAY_USBANK_TEMPLATE.rtf
 (APXPOPAY.rdf)

Mapping of Payment Format:
Positive Pay File

Date: 6/30/2011

Format Setup:

Hint: Define formatting options...

<TEMPLATE TYPE>	FIXED POSITION BASED
<OUTPUT CHARACTER SET>	iso-8859-1
<CASE CONVERSION>	UPPER
<NEW RECORD CHARACTER>	Carriage Return

Format Data Records:

*Hint: This is the body of the format. Define the format records here.
 Create one table for each record or group of records that are at the same level.*

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<POSITION>	<LENGTH>	<FORMAT>	<PAD>	<DATA>	<COMMENTS>	
<NEW RECORD>		Positive_Pay_Rec				
1	2	Alpha		'01'	Record Code	
3	12	Alpha		BankAccount/BankAccountNumber	Payer bank account number	
15	10	Number	L, '0'	PaymentNumber/CheckNumber	Paper document number	
25	12	Number	L, '0'	DECODE(instr(PaymentAmount/Value, '.')-length(PaymentAmount/Value),-1,REPLACE(PaymentAmount/Value*10, '.', NULL) '0',-2,DECODE(length(PaymentAmount/Value),2,PaymentAmount/Value*100,REPLACE(PaymentAmount/Value, '.', NULL)),PaymentAmount/Value*100)	Payment amount	

37	8	Date, MMDDYYYY		PaymentDate	Payment date
45	1	Alpha		IF PaymentStatus/Code = 'VOID' THEN 'V' ELSE ' END IF	Void Flag
46	40	Alpha		Payee/Name	Payee
86	60	Alpha	' '		Filler
<END LEVEL>		OutboundPayment			

<LEVEL>		PositivePayDataExtract				
<POSITION>	<LENGTH>	<FORMAT>	<PAD>	<DATA>	<COMMENTS>	
<NEW RECORD>		FileFooterRec				
1	2	Alpha		'02'	Record type	
3	12	Alpha	L, '0'	OutboundPayment/BankAccount/BankAccountNumber	Bank Account Number	
15	10	Number	L, '0'	COUNT (OutboundPayment)	Count of all amounts	
25	12	Number	L, '0'	DECODE (instr (SUM (OutboundPayment/PaymentAmount/Value), '.')) - length (SUM (OutboundPayment/PaymentAmount/Value)) , -1, REPLACE (SUM (OutboundPayment/PaymentAmount/Value) *10, '.', NULL) '0', -2, REPLACE (SUM (OutboundPayment/PaymentAmount/Value) , '.', NULL), SUM (OutboundPayment/PaymentAmount/Value) *100)	Sum of records in the file	
37	109	Alpha	' '		Blank spaces	
<END LEVEL>		PositivePayDataExtract				

01XXXXXXXXXXXX000923705700002120300203042014 CONSTRUCTION-KCFIRE10-903380
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XDO file name:
XXIBYPOS_PAY_en2.rtf

Mapping of Payment Format:
External Positive Pay File

Date: 4/06/2011

Format Setup:

Hint: Define formatting options...

<TEMPLATE TYPE>	FIXED POSITION BASED
<OUTPUT CHARACTER SET>	iso-8859-1
<CASE CONVERSION>	UPPER
<NEW RECORD CHARACTER>	Carriage Return

Format Data Records:

*Hint: This is the body of the format. Define your format records here.
Create one table for each record or group of records that are at the same level.*

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<NEW RECORD>		FileHeaderRec			
1	2	Alpha		RECORD_CODE	Record Code
3	12	Alpha		BANK_ACCOUNT_NUM	Payer bank account number
15	10	Number	L, '0'	TRX_NUMBER	Paper document number
25	12	Number	L, '0'	AMOUNT	Payment amount
37	8	Date, MMDDYYYY		PAYMENT_DATE	Payment date
45	1	Alpha		IF TRX_TYPE = 'V' THEN 'V' ELSE ' ' END IF	Void Flag
46	40	Alpha		PAYEE	Payee
86	60	Alpha	' '		Filler
<END LEVEL>		G POSITIVEPAYREC			

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SARAH RENEE

Technical Specification

AP XML Warrant Printing-AP_CUST_005

Last Updated: Mar 01, 2014

Document Ref: AP_CUST_005

Version: 1.0

Overview

This document defines the technical components required to implement customization **AP_CUST_005 KC AP XML Warrant Printing V1.0**. This Customization Technical Design document complements the Customization Functional Design document for **AP_CUST_005_XML Warrant Printing_FS** and you should consider this set to be the complete detailed design.

Business Requirements

King County issues warrants to various vendors, contractors, individuals, parties and employees. Warrants are issued in IBIS (Oracle). A standardized format and tool is necessary with the new Oracle implementation.

Objectives

The customization will be named '**KCAP XML Warrant Printing** with the unique identification of AP_CUST_005.

Description

King County will process payments for invoices using Oracle BI/XML Publisher template to generate a singular output to print warrants. This check writing program enables warrants to be printed on blank Standard Register check stock that fully supports solution for printing King County warrants.

Business Purpose

Central Accounts Payable is responsible for printing King County warrants. The primary benefit of implementing this functionality is to retain the use of BI/XML Publisher currently used by IBIS and which provides an integrated Oracle supported solution that would be maintained and upgraded within the Oracle Financials support model. Oracle Technical Support assistance would be available to King County staff as a resource within the annual maintenance support agreement to manage and escalate any technical issues encountered. BI/XML Publisher improves productivity, quality and/or usability of internal and/or external county services and/or reduces future expenditures. It is also intended to improve security and provide legally mandated services and basic operations' support formats and mailing efficiencies.

Business Rules

These rules form the basis of user acceptance. Specific business rules that the customization must provide:

1. Installation of MICR font cartridge with the use of IDAutomation Developer License to automate check printing and provide scalability with the operating system, application and printer independencies.
2. MICR font shall be calibrated and stored on the server.
3. PDF Publisher print style shall be used as the default.
4. The output format shall be XML.
5. Shall print output to a dedicated printer (HP9050)
6. Shall support printing on blank check stock
7. Shall support output that accommodates Oracle field size for check and invoice numbers (with template design providing wrapping and truncation of field sizes as required).
8. Shall support international address display including the identification of country code.
9. Warrants shall include: supplier name and supplier number, total payment amount, invoice number(s) associated with the payment, invoice number and amount, discounts taken, and PO number.
10. Remittance advice for electronic and wire transfers shall include the invoice number, invoice date, description, discount, net amount and total amount of warrant.
11. Shall enable an original warrant to be printed multiple times (RCW 39.72.010)
12. Shall validate the current HP printer is compatible the output
13. Shall validate bank acceptance of the font on the warrant
14. Shall not enable printing of zero dollar warrants
15. King County Executive warrant signature file will be stored on the server and applied to each warrant.

Templates and Sample data Files

- Are attached separately as:
 - D-1_Sample1_AP Warrant
 - D-1_Sample2_KCAP-Warrant

Technical Specification

Accounts Payable to Bank ACH_TS- AP_INTF_002

Last Updated: Mar 04, 2014

Document Ref: Accounts Payable to Bank ACH-AP_INTF_002

Version: 1.0

Overview

This document defines the technical components required to implement customization **AP_INTF_002-Accounts Payable to Bank ACH_TS**. This Customization Technical Design document complements the Customization Functional Design document for **AP_INTF_002-Accounts Payable to Bank ACH_FS** and you should consider this set to be the complete detailed design.

Business Requirement

The purpose of this interface is to:

- Pass records to the Bank for purposes of initiating electronic payments through ACH mechanism.
- King County has decided to implement Oracle Applications release 12 with Accounts Payable as one of the modules. The County utilizes ACH mechanism to make payments to its suppliers. Those AP payments transactions need to be routed to the Bank for processing in their standard format. Hence, there is a need to modify the standard ACH program which generates electronic transactions to match the format required by the County's Bank.

Validation Logic**Logic for KCAP ACH FTP Payment File**

- Payment is submitted to a vendor who is processed through the electronic Payment.
- Once the payment process is completed, the output file from the program is transferred to the location where it can be picked by Axway to transfer the ACH File to the Bank Specified Mailbox.
- From the destination mailbox US Bank will pickup the file and process the file.

Templates and Sample data Files

- Are attached separately as:
 - D-2_Sample1_KCIBYDE
 - D-2_Sample2_AP-BANK-ACH

Technical Specification

Accounts Payable to Bank PPAY_TS- AP_INTF_002

Last Updated: Mar 04, 2014

Document Ref: Accounts Payable to Bank PPAY-AP_INTF_002

Version: 1.0

Overview

This document defines the technical components required to implement customization **AP_INTF_002-Accounts Payable to Bank PPAY_TS**. This Customization Technical Design document complements the Customization Functional Design document for **AP_INTF_002-Accounts Payable to Bank PPAY_FS** and you should consider this set to be the complete detailed design.

Business Requirement

The purpose of this interface is to:

- Pass records to the Bank for purposes of to verify the initiated sclectronic and warrant check payments through the Manual Payment Process and Positive Pay Process mechanism.
- King County has decided to implement Oracle Applications release 12 with Accounts Payable as one of the modules. The County utilizes Positive Pay mechanism to make sure to verify all the electronic and warrant check payments to its suppliers, vendors and others. Those AP payments transactions need to be routed to the Bank for processing in their standard format. Hence, there is a need to modify the standard Positive Pay template layout to generates electronic transactions file to match the format required by the County's Bank.

Assumptions

The following are the assumptions for King County for the Positive Pay Interface:

1. King County will supply the Positive Pay file formats required by the Bank.
2. The KC Bank has file transmittal verification procedures that will be confirmed and utilized for the Positive Pay Interface.

Validation Logic**Logic for KCAP Positive Pay File**

- AP Positive Pay File Program is submitted to verify for all the electronic and warrant check payments.
- Once the process is completed, the output file from the program is transferred to the location where it can be picked by Axway to transfer the AP Positive Pay File to the Bank Specified Mailbox.
- From the detination mailbox US Bank will pickup the file and process the file.

Templates and Sample data Files

- Are attached separately as:
 - D-3_Sample1_KCAP-PPay
 - D-3_Sample2_AP-BANK-PPay

Technical Specification

CE_CUST_004_Positive_Pay

Last Updated: Mar 04, 2014

Document Ref: CE_CUST_004

Version: 1.0

Overview

This document defines the technical components required to implement customization of **CE_CUST_004 -'Positive Pay'**. This Customization Technical Design document complements the Customization Functional Design document - 'CE_CUST_004 v3 Positive Pay' and this set should be considered as the complete detailed design.

Objectives

The customization will be named '**KC CE Positive Pay Prog**' with the unique identification of CE_CUST_004.

The objective of this customization is to create a positive pay file which will be transferred to US Bank.

This customization is required to fetch the Warrant information loaded into XXCE_999_INTERFACE table. This table is expected to contain warrant information from 2 sources viz. 'Special District external warrants' and 'PeopleSoft Payroll warrants'.

Scope

This document is intended for the technical team to understand the requirements and design of the custom **CE_CUST_004 Positive Pay** object.

Pseudo Logic

KCCE Positive Pay etext: To generate a file containing Warrant information.

- a. Fields that will be printed in the file in each record are as follows -
 1. Record Code (standard)
 2. Bank Account Number
 3. Trx Number
 4. Amount
 5. Payment Date
 6. Void Flag
 7. Payee Name (1)
 8. Payee Name (2) (This field is not used and will be Null)
- b. A total record for each account will have following fields.
 1. Record Code (standard)
 2. Bank Account Number
 3. Amount Sum
 4. Record Count

Templates and Sample data Files

- Are attached separately as:
 - D-4_Sample1_XXCEPOPay
 - D-4_Sample2_CE-BANK-PPay

Request for Proposals (RFP)



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

ADVERTISED DATE: JUNE 1, 2014

Request for Proposals Title: **Banking Services**

RFP Number: **1025-14-PCR**

Due Date: **July 10, 2014, no later than- 2:00 p.m.**

Buyer: **Paul Russell, paul.russell@kingcounty.gov, 206-263-9317**

Alternate Buyer: **Rena Jackson, rena.jackson@kingcounty.gov. 206-263-9385**

Pre-proposal Conference:

A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Wednesday, June 11, 2014, in conference room 328 on the 3rd Floor of the Chinook Building, 401 Fifth Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **only** be received by:

King County Procurement Services Section
Chinook Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104

Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

We acknowledge that all Addenda issued for this RFP have been examined as part of the proposal documents.

Company Name

Address

City/State /Postal Code

Signature

Authorized Representative / Title

Email

Phone

Fax

Contact Name:

Phone

Email

Prime Proposer SCS / DBE Certification number (if applicable)

This Request for Proposal will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

DEFINITION OF WORDS AND TERMS APPLICABLE ONLY TO INSTRUCTION OF THE RFP

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by the County during the Proposal period and prior to contract award.

Best and Final Offer: Best and Final Offer shall consist of the Proposer's revised proposal and any supplemental information requested during the evaluation of Proposals. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last govern.

Competitive Range: The Competitive Range consists of the Proposers that have a reasonable chance of selection for contract award. The Proposal Evaluators (PE) shall conduct the initial evaluation of the proposals considering price and Evaluation Factors established in the RFP. The Buyer and Project Manager/PE together shall compare the evaluations and determine the Competitive Range. The Competitive Range may be reduced after the evaluation of additional information, Best and Final Offers and negotiations.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that the County shall examine to determine the Proposers understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the Proposer; potential for successfully accomplishing the Contract; risk allocation and the probable cost to the County.

Days: Calendar days.

Proposal Evaluators (PE): Team of people appointed by the County to evaluate the proposals, conduct discussions, call for Best and Final Offers, score the proposals and make recommendations.

Proposer Contracting Officer: means the Proposer's officer with signature authority, or the person to whom signature authority has been delegated in writing to legally bind Proposer to a contractual relationship.

Proposer RFP Coordinator: means that person designated by Proposer as Proposer's primary contact throughout the procurement process.

Proposal Documents: As referenced throughout this and the attached documents shall include all parts of this Request for Proposal ("RFP"), plans, specifications, Contract forms, supplemental specifications, special provisions, Contracts, addenda, and any and all other parts of the RFP and the Proposer shall follow the same in response to this RFP

Proposer: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a proposal to perform the Work.

RFP: Request for Proposals, also known as the solicitation document.

Reference Documents: Reports, Specifications, and drawings which are available to Proposers for information and reference in preparing proposals but not as part of this Contract.

Other capitalized terms not defined here are defined in the beginning of Attachment B sample Contract.

SECTION 1 PROPOSAL PREPARATION

1.1 Proposal Submission

Proposers are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed proposals shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time and place stated on the front of this RFP or as amended. The proposals shall show the title and number, the due date specified, and the name and address of the Proposer on the face of the envelope. Proposers are cautioned that failure to comply may result in non-acceptance of the proposal. The Proposer accepts all risks of late delivery of mailed proposals or of mis-delivery regardless of fault. Proposals properly and timely submitted will be publicly opened.

Proposals will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one proposal for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a proposal, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this RFP and state the reason they did not submit a proposal.

1.2 Electronic Commerce and Correspondence

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/procurement>. Current bidding opportunities and information are available by accessing the "**Solicitations**" tab in the left hand column.

King County Procurement Services features an **Online Vendor Registration (OVR)** program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting proposals, and later, any final award determination.

Full information on vendor registration is available at the website.

1.3 Late Proposals

Proposals, modifications of proposals, received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1.4 Cancellation of RFP or Postponement of Proposal Opening

The County reserves the right to cancel this RFP at any time. The County may change the date and time for submitting proposals prior to the date and time established for submittal.

1.5 Proposal Signature

Each proposal shall include a completed Proposal response form, the first page of this document, signed by an authorized representative of the Proposer.

1.6 Addenda

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the RFP, the County will issue a written Addendum to the RFP.

1.7 Questions and Interpretation of the RFP

No oral interpretations of the RFP will be made to any Proposer. All questions and any explanations must be requested in writing and directed to the Buyer no later than **ten (10)** Days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Communications concerning this RFP with other than the listed Buyer or Procurement staff may cause the Proposer to be disqualified. Any information modifying a solicitation will be furnished to all Proposers by addendum. **Communications concerning this proposal, with other than the listed Buyer may cause the Proposer to be disqualified.**

1.8 Schedule

<u>Month/ Day/ Year</u>	<u>Event</u>
<u>June 9, 2014</u>	Preproposal questions due, in writing
<u>June 11, 2014</u>	Preproposal conference (time see cover for details)
<u>July 10, 2014</u>	Proposals due
<u>July 14, 2014</u>	*Begin Evaluation of Proposals
<u>August 7, 2014</u>	*Begin Interviews/Demonstrations/conduct Site Visits if applicable
<u>August 18, 2014</u>	*Begin Negotiations
<u>September 1, 2014</u>	*Execute Contract

*NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1.9 Pre-Proposal Conference

A pre-proposal conference will be held at the time, date and location indicated on the cover page of the RFP. All prospective Proposers are strongly encouraged to attend. The intent of the pre-proposal conference is to assist the Proposers to more fully understand the requirements of this RFP. Proposers are encouraged to submit questions in advance to enable the County to prepare responses; these questions should be E-mailed to the Buyer. Questions will be encouraged during the pre-proposal conference also.

1.10 Examination of Proposal and Contract Documents

The submission of a proposal shall constitute an acknowledgement upon which the County may rely that the Proposer has thoroughly examined and is familiar with all requirements and documents pursuant with the RFP, including any addenda and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Proposer to comply with the above requirement shall in no way relieve the Proposer from any obligations with respect to its proposal or to any Contract awarded pursuant

to this RFP. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFP.

1.11 Cost of Proposals and Samples

The County is not liable for any costs incurred by Proposer in the preparation and evaluation of proposals submitted. Samples of items required must be submitted to location and at time specified. Unless otherwise specified, samples shall be submitted with no expense to the County.

1.12 Modifications of Proposal or Withdrawal of Proposal Prior to Proposal Due Date

At any time before the time and date set for submittal of proposals, a Proposer may submit a modification of a proposal previously submitted to the County. All proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal.

Proposals may be withdrawn by written notice received prior to the exact hour and date specified for receipt of proposals. A proposal also may be withdrawn in person by a Proposer or authorized representative provided their identity is made known and they sign a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for receipt of proposals. All requests for modification or withdrawal of proposals, whether in person or written, shall not reveal the amount of the original proposal.

1.13 Proposal Withdrawal After Public Opening

Except for claims of error granted by the County, no Proposer may withdraw a proposal after the date and time established for submitting proposals, or before the award and execution of a Contract pursuant to this RFP, unless the award is delayed for a period exceeding the period for proposal effectiveness.

Requests to withdraw a proposal due to error must be submitted in writing along with supporting evidence for such claim for review by the County. Evidence must be delivered to the County within two (2) Days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a proposal and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other proposal error or mistake, and the sole liability for any proposal error or mistake rests with the Proposer.

1.14 Error and Administrative Corrections

The County shall not be responsible for any errors in proposals. Proposers shall only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County.

The County reserves the rights to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

1.15 Proposal Content Requirements

A. The proposal shall contain the following items and follow the sequence outlined below:

- Sec. 1 & 2 Instructions and Information about the RFP Process
- Cover sheet with Proposer's Signature
- Compliance Forms:

- Equal Benefit Worksheet and Declaration
- Internal Revenue Service Form W-9 *

*If not on file with the County within the past two years.

Compliance forms are available for download at <http://www.kingcounty.gov/procurement/forms>, Goods and Services web page.

Sec 3 - Scope of Work and Proposal Requirements

Executive Summary or Overview of Proposal – three pages maximum.

Proposer's Response to RFP Questions in following Section 3 Response to Proposal. DO NOT include any Marketing Materials.

Price Proposal in Attachment A.

Small Contractors and Suppliers (SCS) participation Information requested in Section 2.2

B. Letters of Acceptance

1. Letter of Acceptance – Compliance with RFP Terms, Scope of Work, Attachments and Addenda

Refer to Subsection 1.16.

Identify any exceptions to with a letter signed by Proposer's attorney or authorized representative.

2. Letter of Acceptance - Attachment B -Contract and Attachments and Addenda

Refer to Subsection 1.17.

Identify any exceptions to with a letter signed by Proposer's attorney or authorized representative.

C. Submit per instructions in Section 4 Submittal Checklist

1.16 Compliance with RFP Terms, Attachments and Addenda

- A. The County intends to award a Contract based on the terms, conditions, attachments and addenda contained in this RFP. Proposers shall submit proposals, which respond to the requirements of the RFP.
- B. Proposers are strongly advised to not take exceptions to the terms, conditions, attachments and addenda; exceptions may result in rejection of the proposal. An exception is not a response to a proposal requirement. If an exception is taken, a 'Notice of Exception' must be submitted with the proposal. The 'Notice of Exception' must identify the specific point or points of exception and provide an alternative.
- C. The County reserves the right to reject any proposal for any reason including, but not limited to, the following –
 - Any proposal, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
 - Any proposal that has any qualification, limitation, exception or provision attached to the proposal;

- Any proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work;
 - Any proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
 - Any proposal, from Proposers who are not approved as being compliant with the requirements for equal employment opportunity; and
 - Any proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County.
- D. The County may, at its sole discretion, determine that a proposal with a 'Notice of Exception' merits evaluation. A proposal with a 'Notice of Exception' not immediately rejected may be evaluated, but its competitive scoring shall be reduced to reflect the importance of the exception. Evaluation and negotiation shall only continue with the Proposer if the County determines that the proposal continues to be advantageous to the County.
- E. In consideration for the County's review and evaluation of its proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all proposals, including any claim for costs incurred by Proposers in the preparation and presentation of proposals submitted in response to this RFP.
- F. Proposals shall address all requirements identified in this RFP. In addition, the County may consider proposal alternatives submitted by Proposers that provide cost savings or enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the County's best interests. Proposal alternatives shall be clearly identified.

1.17 Acceptance of Contract, Attachments and Addenda

Proposer(s) shall review the Contract, and all its attachments, and submit a signed letter by their attorney or authorized legal representative stating they intend to comply with all the terms and conditions. The signed letter shall be submitted with the proposal.

If there are exceptions taken to the terms and conditions in Attachment A Contract and any of its attachments, the Proposer's attorney or authorized legal representative shall sign an exception letter describing reasoning for the exceptions and include the exception letter and Attachment A Contract as an attachment to the proposal, identifying the exceptions and proposed changes. All proposed changes shall be tracked the Contract using the tracking changes feature in Microsoft Word®.

The project schedule is such that it requires a very efficient proposal review and negotiation period. It is very important that any possible roadblocks or issues the Proposer may have with the terms and conditions are identified during the proposal process and resolved prior to proceeding with the Contract negotiations.

1.18 Forms Required before Contract Signing

- The Proposer shall submit within five (5) Days of notification from the County the insurance certificate and endorsement meeting the levels of coverage set forth in this RFP.
- Certificate of Lobbying Activates
http://www.kingcounty.gov/~media/operations/procurement/documents/G_035_Certificate_Lobbying_Activities.ashx

1.19 Collusion

If the County determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. The County's determination shall be final.

1.20 Proposal Price and Effective Date

- A. The proposal price shall include everything necessary for the prosecution and completion of Work under the Contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this RFP. Washington State sales/use taxes and Federal excise taxes shall not be included in the proposal price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Proposal price.
- B. In the event of a discrepancy between the unit price and the extended amount for a proposal item, the County reserves the right to clarify the Proposal.
- C. The proposal shall remain in effect for 180 Days after the proposal due date, unless extended by agreement.

1.21 Procedure When Only One Proposal Is Received

If the County receives a single responsive, responsible proposal, the County may request an extension of the proposal acceptance period and/or conduct a price or cost analysis on such proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single proposal; the County reserves the right to reject such proposal or any portion thereof.

1.22 Protest Procedures

King County has a process in place for receiving protests based upon the RFP or contract awards. The protest procedures are available at <http://www.kingcounty.gov/procurement/faq>, Suppliers web page.

1.23 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your proposal. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division only about Supported Employment Program issues .

SECTION 2 PROPOSAL EVALUATION AND CONTRACT AWARD

2.1 Proposal Evaluation

- A. The County will evaluate proposals using the criteria set forth in this RFP. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of proposal information may be conducted with those Proposers whose proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the County and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.
- B. The County may find that a Proposer appears fully qualified to perform the Contract or it may require additional information or actions from a Proposer. In the event the County determines that the proposal is not within the Competitive Range the County shall eliminate the proposal from further consideration.
- C. The evaluation of Proposers' proposals and additional information may result in successive reductions of the number of proposals that remain in the Competitive Range. If applicable to the procurement, the firms remaining in the Competitive Range may be invited to continue in the proposal evaluation process, and negotiations.
- D. Upon completion of discussions, the County may issue to all remaining potentially acceptable Proposers within the competitive range a request for Best and Final Offers. The request shall include notice that discussions are concluded, an invitation to submit a revised proposal with a Best and Final Offer, and a new submittal date and time.
- E. The County may enter negotiations with one or more Proposers to finalize Contract terms and conditions. Negotiation of a Contract shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Contract. In the event negotiations are not successful, the County may reject proposals.
- F. The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests. Contract award, if any, shall be made by the County to the responsible Proposer whose proposal best meets the requirements of the RFP, and is most advantageous to the County, taking into consideration price and the other established evaluation factors. The County is not required to award a Contract to the Proposer offering the lowest price. The County shall have no obligations until a Contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

2.2 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of rating points in the award of King County competitively solicited contracts for the acquisition of technical services. The program is open to all firms that are certified as an SCS by King County's Business Development and Contract Compliance Office.

A "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address:

<http://www.kingcounty.gov/exec/BusinessDev/contractingopps.aspx> or contacting the BDCC office at 206-205 0711.

In the evaluation of proposals, points will be allotted for SCS participation. King County will count only the participation of SCSs that are certified by King County at the date and time of proposal submittal. After tabulation of the selection criteria points of all prime submitters points shall be added to the score of all proposals that meet at least one of the two following sub-criterion:

1. If the Prime submitter who is an SCS firm and includes the SCS certification number on page one of this submittal is eligible to receive the maximum points for this criterion.
2. If the Prime submitter is not an SCS but will use SCSs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

SCS Certification Number	Sub-Consultant Name	Contact Name / Phone	Work to be performed	% of Total Hours

SCS participation shall be counted only for SCS's performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SCS has the management and technical expertise to perform using its own workforce and resources.

2.3 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is in compliance with the terms and conditions set forth in this RFP.

Responsible

In determining the responsibility of the Proposer, the County may consider:

- the ability, capacity and skill to perform the Contract and provide the service required;
- the character, integrity, reputation, judgment and efficiency;

- financial resources to perform the Contract properly and within the times proposed;
- the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims;
- compliance with federal, state and local laws and ordinances relating to public contracts;
- other information having a bearing on the decision to award the Contract.

Failure of a Proposer to be deemed responsible or responsive may result in the rejection of a proposal.

2.4 Financial Resources and Auditing

The Proposer shall submit proof of adequate financial resources that would be available to the Proposer for the prosecution and completion of the work as required. Required financial information may include, but not be limited to, the following:

- A. Audited financial statements (balance sheets, statements of income and stockholders' equity, and statements of cash flows) for each of the most recently completed five fiscal years, including notes to financial statements, independent auditors' reports, annual reports to stockholders, and SEC Form 10K reports (for publicly held corporations).
- B. Certification by the chief financial officer or the Proposer's independent auditor stating that the Proposer has adequate financial resources for the prosecution and completion of the work called for hereunder.
- C. The names, addresses, e-mail addresses, telephone and fax numbers of at least one contact person from the Proposer's principal financial or banking organization and the Proposer's independent auditor. The contact persons shall be duly authorized by the Proposer to provide information and discuss the adequacy of the Proposer's financial resources. Upon the County's request, the Proposer shall provide written authorization permitting the County or its designee access to information documenting the adequacy of the Proposer's financial resources.
- D. A current copy of the Proposer's Dun and Bradstreet report(s), if requested by the County. King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2.5 Public Disclosure of Proposals

This procurement is subject to the Washington Public Disclosure Act, RCW (Revised Code of Washington) 42.17.250 et seq. Proposals submitted under this RFP shall be considered public documents unless the documents are exempt under the public disclosure laws. After a decision to award the contract has been made, the proposals shall be available for inspection and copying by the public.

If a Proposer considers any portion of its proposal to be protected under the law, the Proposer shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If the County determines that the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) Days to take whatever action it deems necessary to protect its interests. If the Proposer does not take such action within said period, the County will release the

portions of the proposal deemed subject to disclosure. By submitting a proposal, the Proposer assents to the procedure outlined in this subsection and shall have no claim against the County on account taken under such procedure.

2.6 Evaluation Criteria and Proposal Scoring

Each proposal has a total possible score of 1,000 points with the points assigned as follows:

	Proposal Evaluation Criteria	Points
Pricing	Proposal Price, Refer to Criteria in Attachment A Optional Proposers may be requested to submit revised pricing at any time	400
Community Reinvestment Plan	Firms past accomplishments and plan for lending, investing and community banking services within King County (See Subsection 3.A. Community Reinvestment Plan) Mandatory Qualification: Community Reinvestment Act rating of "outstanding" within an assessment area that includes King County	250
Management	Firm's Organization and Resources. (See Subsection 3.B. Management Questions) and (Subsection 2.4 Financial Resources and Auditing)	100
Operation	Firm's Operational capability (See Section 3.C. Operation Questions)	100
Terms and Conditions	Compliance with Contract Terms and Conditions (See Subsection 1.15. B. Letters of Acceptance)	50
SCS	Small Contractors and Suppliers (SCS) (See Subsection 2.2 King County Contracting Opportunities Program)	100
Total Evaluation		1,000

SECTION 3 Response to Proposal

Proposals shall demonstrate the firm's ability to perform the work specified in Section 6 Scope of Work. Proposals should be as concise as possible. All proposals become the property of King County. Proposal shall contain the following:

A. Respond to each of the requirements in Section 6 which are not already expressly referenced below under paragraphs 3.B., 3.C., and 3.D. Please provide details regarding how the Proposer will meet the County's Scope of Work requirements.

B. Community Reinvestment Plan

Respond to the requirements of the Community Reinvestment plan as detailed in Subsection 6.4. Specifically the plan should cover all the major requirements listed. The plan shall be submitted as part of the Proposal, and the accepted plan shall also be included in the Contract and updated annually as part of the Contract.

C. Management Questions

1. Organization Background

- a. Provide a brief summary of Proposer's experience and expertise as it relates to the handling of banking services for large government entities.
- b. Describe the largest government account that your bank services.
- c. Briefly describe what distinguishes your bank from your competitors.
- d. Discuss your commitment to quality service.

2. Personnel

- a. Provide resumes of key individuals who would be assigned to the Contract.
- b. Describe your approach to account administration, e.g., account team, client account executives, support by administrative units, etc.
- c. Elaborate on your support staff in terms of the size of the staff and the level of the person who would be assigned as the account representative.
- d. Detail the ability of personnel who would be assigned to the Contract to provide proactive technical assistance and training in the implementation of cash management solutions. Include examples of previous relevant work experience.

3. Locations

- a. Provide address of main bank and all branches within King County.

4. References

- a. Provide at least three references, identifying contact person (s) with phone number (s).

D. Operation Questions

1. Explain how your bank meets the following Qualifications

- a. Proposer certifies that it is a Washington State qualified public depository as defined in RCW 39.58.010 with an adequate capital structure to support the bank activity of King County as outlined in this proposal. Attach a Consolidated

Report of Condition as of December 31, 2013, filed with the Public Deposit Protection Commission.

- b. Proposer certifies that it is not and will not, during the term of the contract, be in violation of any applicable state, federal, or local law including, but not limited to, labor employment standards and employment discrimination laws.
 - c. Proposer certifies that it currently has branch bank facilities in at least a majority of King County population concentrations, as shown on Exhibit C and a full service office in King County and that it shall continue to do so during the term of the contract.
 - d. Proposer certifies that it has a Community Reinvestment Act (CRA) rating of Outstanding for King County.
 - e. Proposer shall be in compliance with, at the time of submittal, all applicable federal, state and city laws, ordinances, rules and regulations (and all amendments) including but not limited to the Washington Public Deposit Protection Act (Chapter 193, Laws of 1969, First Ex. Session as amended, Chapter 39.58 RCW). It shall be a qualified public depository as defined in the Washington Public Deposit Protection Act with a capital structure sufficient to support the bank activity of King County which can include deposits of up to \$250 million and electronic transfer activity of several hundred million dollars.
2. Explain your internal transactional deadlines
- a. Latest time of day when the bank can receive domestic wiring instructions and assure wires are received by the close of business at the wire destination.
 - b. Latest time of day when the bank can receive an ACH file for enabling next day settlement of ACH transactions.
 - c. Latest time of day that bank shall accept MICR encoded deposits at its operations center for same- day processing.
 - d. Latest time of day that bank shall accept deposits at branch locations for same-day credit.
 - e. Latest time of day that bank shall accept deposits for processing through the Seattle Clearinghouse.
 - f. Latest time of day that bank shall accept deposits electronically submitted in an X9.37 format (on-site electronic deposits) for same-day credit.
3. Account Procedures
- a. Describe your method(s) of communicating adjustments and provide any applicable samples.
 - b. Provide deposit instruction for items drawn on Canadian banks in Canadian Dollars.
 - c. Provide a sample of your returned item notification(s) for items returned as unpaid.
 - d. Provide contaminated currency deposit procedures

4. File Formats Supported
 - a. Review Subsection 6.4 H. and Exhibits D1-D4 and demonstrate that you can support the County in the required file format.
 - b. Provide sample of your BAI standard format file.
5. Provide a list of all Subcontractors and what functions pertaining to this Contract they will be providing.
6. Provide a Disaster Recovery Plan
 - a. If both your bank's online banking system and telephone system are unavailable for initiating wire transfers and the County needs to wire money, please indicate what the County should do?
 - b. Provide the most favorable specific value that your bank can guarantee for the measures set out below as it relates to Disaster Recovery.
 - (1) Maximum Tolerable Downtime (MTD). The MTD represents the total amount of time leaders/managers are willing to accept for a mission/business process outage or disruption and includes all impact considerations.
 - (2) Specify most favorable MTD the County can be guaranteed:

 - (3) Recovery Time Objective (RTO). RTO defines the maximum amount of time that a system resource can remain unavailable before there is an unacceptable impact on other system resources, supported mission/business processes, and the MTD.
 - (4) Specify most favorable RTO the County can be guaranteed:

 - (5) Recovery Point Objective (RPO). The RPO represents the point in time, prior to a disruption or system outage, to which mission/business process data must be recovered (given the most recent backup copy of the data) after an outage.
 - (6) Specify most favorable RPO the County can be guaranteed:

 - (7) Provide documentation on the redundancy and resiliency of the proposed banking services, especially noting those elements that protect and preserve the County's banking services in the event of a large scale regional event, such as an earthquake in the greater Seattle region.
 - c. Does your bank maintain a redundant system whereby all transactions are processed in two separate physical locations?
7. Other Benefits

In response to this RFP, Proposers may offer other services or innovative approaches which the Proposer believes would offer benefit to the County may be proposed together with any associated charges and quantified monthly benefits to the County.

SECTION 4 Submittal Checklist

1. One (1) unbound original signed submittal response marked "Original" entire RFP package.
2. Five (5) copies of entire submittal response.
 - Per order in Subsection 1.15
 - Include response to requirements in Section 6 Scope of Work
 - Include all responses to Questions in preceding Section 3
 - Include Attachment A Price
 - Include Signed Letters of Exceptions
 - Include Insurance information
 - Include Financial Resources and Auditing information per Subsection 2.4
3. Two (2) CD-ROMs or Flash drive, including BOTH
 - a native version in Word of your proposal and also in PDF
 - a native version in Excel of Attachment A-Price and also in PDF.

If you have samples or attachments to your submittal, please include them also on the CD-ROM. (Please label your CD or Flash drive with company's name and contents)

4. Complete the Proposal Identification Label following (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

SECTION 5 Exhibits

The following exhibits are included with this RFP after Attachment B – Sample Contract:

- **Exhibit A - Daily Warrant Redemptions**
- **Exhibit B - Daily Collected Balance – Main Account**
- **Exhibit C - King County Map**
- **Exhibit D – KCIT Format Requirements**
 - D-1 AP XML Warrant Printing AP Cust 005
 - D-2 AP to Bank ACH TS
 - D-3 AP to Bank Positive Pay
 - D-4 CE Cust 004 Positive Pay

PROPOSAL LABEL

Complete the form below (or reasonable facsimile) and affix to the exterior lower left hand corner of the submission envelope(s), box(es), etc.

URGENT – SEALED PROPOSAL ENCLOSED Do Not Delay – Deliver Immediately		
U R G E N T	 King County	King County Procurement & Contract Services Section Chinook Building, 3 rd FL CNK-ES-0340 401 Fifth Avenue Seattle, WA 98104
	Proposal Number.	1025-14-PCR
	Proposal Title	Banking Services
	Opening Date	
	Firm Name	

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SECTION 6 SCOPE OF WORK

6.1 Locations within King County

Contractor shall be a federally or State of Washington chartered bank with branch banking facilities located within King County. If the headquarters office of the proposer is not located inside the County limits, branch banks of the proposer located within the County shall be able to offer the full range of banking services required by this RFP. Any question as to whether a proposer meets this qualifying condition may be submitted to the Buyer in writing prior to submission of a proposal. Branch banks in the major populated areas of King County are highly desirable to provide convenient deposit locations for King County facilities and other taxing districts.

Exhibit C is a map of the King County boundaries and major populated areas. Proposers shall have, at the time of submittal and shall maintain during the course of the Contract, branches throughout the major populated areas of King County.

6.2 Public Deposit Protection Act.

Contractor shall be in compliance with all applicable federal, state and city laws, ordinances, rules and regulations (and all amendments) including but not limited to the Washington Public Deposit Protection Act (Chapter 193, Laws of 1969, First Ex. Session as amended, Chapter 39.58 RCW). It shall be a qualified public depository as defined in the Washington Public Deposit Protection Act with a capital structure sufficient to support the bank activity of King County which can include deposits of up to \$350 million and electronic transfer activity of several hundred million dollars. The Contractor shall maintain a capital structure sufficient to support the County's deposits during the term of the Contract.

6.3 Contractor shall:

- A. Provide a local account manager who is knowledgeable of cash management products and technologies, available to respond in a timely manner to the County's inquiries, and is regularly attentive to the County's account(s). The account manager shall have experience with complex government or corporate accounts, and the authority to resolve potential account issues.
- B. Provide a point of contact or customer service representative who is attentive to the County's account(s) and familiar with the County's business requirements as outlined in this Contract. At a minimum, the representative(s) should be available from 8:00 A.M., to 5:00 P.M., Pacific Time each business day. This point of contact shall be responsible for resolving day- to- day processing issues on the County's account(s).
- C. Provide either same-day resolution for problems pertaining to the County's accounts or assign the appropriate resources and provide daily status updates if same-day resolution is not achieved.
- D. Assign an ACH Customer Service Representative(s) (CSR) to assist the County in the interpretation of the ACH Rules, ACH File formatting issues and ACH research requests. The ACH -CSR shall be located in the ACH processing unit and be familiar with the County's ACH processing requirements as outlined in this Contract. The ACH -CSR shall be an Accredited ACH Professional (AAP) or demonstrate an equivalent depth of knowledge. At a minimum, the ACH -CSR shall be available from 8:00 A.M., to 5:00 P.M., Pacific Time each banking day.

6.4 Community Reinvestment Plan

During the term of the Contract, to document its efforts, the Contractor shall provide annually the following:

- A. Documentation supporting that the Contractor has a rating of "outstanding" from the U.S. Office of the Comptroller of the Currency, the U.S. Federal Reserve Bank or other applicable federal regulatory agency. This rating shall be applicable to the assessment area that includes the geographical boundaries of King County.
- B. A community reinvestment plan describing past performance and proposed initiatives within King County related to lending, investing and providing community banking services to traditionally underserved and disadvantaged communities.
- C. The plan shall:
 1. Highlight performance over the previous three years and include clear and measurable goals or standards to demonstrate for the duration of the contract period that the Contractor is making good faith efforts to follow through on commitments and elements of the plan. These goals fall into three categories: lending, investing and services.
 2. Describe the approach used by the Contractor to determine the geographic boundaries and socioeconomic distribution of its lending, investing, and services.
 3. Summarize, as well as supplement, information that each bank is required to submit to a designated federal agency as part of its most-recent community reinvestment Act rating process for an assessment area that includes King County. All data and reporting within the plan shall focus on actions the bank is taking, or planning to take, to improve access to bank services and to increase opportunities for building assets and providing credit in low-income and racially diverse areas throughout King County.
- D. Other specific components of the community reinvestment plan required by the County:
 1. Lending. The plan shall provide information about:
 - a. mortgage-lending efforts and products, including innovative loan products with more flexible terms, and how these efforts and products are meeting the credit needs of low and moderate income individuals and geographies;
 - b. community development lending, by the Contractor, that helps develop affordable housing and helps nonprofit organizations and private facilities expand job creation and support services for working families, with the goal of increasing economic stability; and
 - c. small business lending, by the Contractor, to establish businesses and create jobs, particularly those in low-income and minority census tracts that foster and support minority and women owned businesses;
 - d. lending, by the Contractor, to finance improvements to public infrastructure within the County;
 2. Investing. The plan shall provide information about:
 - a. Tax credit investments, grants, corporate giving activities and nonprofit sponsorships, by the Contractor, that provide and promote affordable housing, encourage self-sufficiency and foster economic development;

- b. Grants and corporate giving activities, by the Contractor, that provide or promote improvements to public infrastructure within the County.
3. Services. The plan shall provide information about:
- a. Programs and community partnerships of the Contractor that provide small-business development, workforce development, capacity building and asset development.
 - b. Community services involving Contractor employees, including participation in consumer training or seminars, home-buyer seminars, tax-preparation services and financial education for students and serving on nonprofit boards and committees.
 - c. Branch networks, including a record of opening and closing of branch offices and information about whether these changes have had a positive or negative effect, particularly in low- and moderate-income geographies.
 - d. Services and efforts of the Contractor that address the credit needs of low- and moderate-income individuals and geographies, including, but not limited to, affordable check cashing, alternatives to payday loans and prepaid debit cards and other outreach and education opportunities aimed at assisting distressed home mortgages.
 - e. The Contractor shall provide a plan for reaching individuals with limited English proficiency and provide lending, investing and community banking services to individuals with limited English proficiency.
- E. Contractor shall make a presentation to the County's executive finance committee, at least once a year that includes an update of the community reinvestment plan and a report on the progress of fulfilling commitments in the plan.

6.5 Banking Service Requirements

A. Account Maintenance

The Manager presently maintains approximately 350 accounts with various branches of its current Contracted bank. The Manager encourages Special Purpose Districts to maintain their accounts with the Contractor, minimizing the number of accounts held at other financial institutions.

1. **Balance Information.** The Contractor shall make available an electronic file in BAI format, showing all detail of all accounts specified by the Manager by 5:30 A.M. the following business day. Time is of the essence and repeated failure to provide accurate and timely account balance information will be a substantial breach of the Contract. King County uses a File Transfer Protocol (FTP) to retrieve the Contractor file. Currently the County receives activity information for 54 accounts, including the warrant accounts. The average file contains about 5,000 records.
2. **Zero Balance Accounts.** The Manager requires zero balance account capability for various deposit accounts. In the present banking arrangement, the Contractor automatically transfers the ending balances of about 120 accounts to the Main Account on a daily basis.

Additionally, a zero balance account capability shall be needed for the 32 warrant accounts. The Manager will establish a controlling account from which monies will

be transferred daily to reimburse each warrant account for the warrants that have cleared. Each day the Manager may or may not prefund this account by transferring from the main account an amount equal to the estimated warrants clearing that day. In the event that the balance in the controlling account remains negative at the end of the day, that balance shall constitute a borrowing for which the Manager shall require a \$50 million line-of-credit, representing the estimated maximum amount of warrants that can clear on a single day. Exhibit A provides a schedule of the actual warrant clearances in 2013.

3. **Contractor Bank Statement.** A General Account monthly bank statement is required. The statement shall list all deposits and withdrawals to the General Account statement or a total amount may appear on that statement with a subsidiary statement provided which lists the detail. Monthly bank statements for accounts other than the General Account shall be provided to each respective agency, if requested. These reports shall be available in Excel format.
4. **Other Accounts.** King County, its agencies, and its special purpose districts shall maintain other groups of accounts. These will include:
 - a. **Warrant accounts:** The primary disbursement mechanism for the County and its agencies and districts will remain the warrant. The County currently has 30 warrant accounts. These accounts cannot accept electronic disbursements of any kind. The Contractor shall be able to block ACH debits from being charged to these accounts.
 - b. **Revolving:** These accounts include petty cash and other miscellaneous reimbursable accounts.
 - c. **Direct deposit:** The County currently has 78 accounts used for processing of direct deposit of payroll.
 - d. **Trust:** The County uses these accounts to hold various monies in trust primarily for retainage purposes.
5. **Account Analysis.** The Contractor shall provide the Manager with an account analysis within 20 days after the end of the month. The analysis shall detail all activity levels and charges for all accounts covered by this Contract. Any activity information that is not part of the Contractor's standard account analysis, e.g. balance reporting charges and ACH activity, shall be provided in a supplemental report format. The account analysis shall be presented both in a hard copy report format as well as in an electronic Excel spreadsheet format.

The monthly account analysis shall include a consolidated report summary that shows the total activity levels and charges for all King County bank accounts. The Contractor shall provide sufficient documentation for all activity charges and the Manager will make the sole determination of whether adequate information has been provided. The Manager, County Auditor and State Auditor and representatives and third parties authorized by the Manager, County Auditor and State Auditor, shall have the right to examine any records that support the monthly analysis.

The Contractor shall provide the capability of dividing the account analysis into separate subdivisions representing various individual districts or group of districts. Currently, the County has established 24 separate subdivisions. A summary report of costs shall be provided for all subdivisions.

6. **Record Retention.** The Contractor shall retain all records related to the performance of this Contract for the period required by law. The Manager, as well as and representatives and third parties authorized by the Manager, shall have the right to examine these records during this period. This paragraph refers to the County's Retention requirements in Attachment A. Section 5.
7. **Float Analysis.** The Contractor shall provide the Manager with requested float analysis reports which include availability and end point analysis summaries. The County should receive the most favorable float consideration.

B. Deposit Service Requirements

1. The Manager will take steps necessary to facilitate the quickest possible collection of deposits. In addition to the deposits made by the Manager and those made into zero balance accounts described in A.2 above, several County agencies and Special Purpose Districts deposit amounts into accounts at other local banks and subsequently transfer these amounts to the General Account.
2. It is expected that the Contractor shall provide timely and professional handling of deposit services for all accounts included within this Contract at all branch locations. In any instance where the Manager has determined that this has not occurred, the Contractor shall timely meet with the Manager and outline a corrective plan of action.
3. In determining the King County accounts' collected balances, the Contractor shall provide the actual funds availability which shall be at least as favorable to the Manager as that shown in the Contractor's most recent availability schedule report.
4. The Contractor shall include all deposits received at its main vault or other designated deposit facility by 6:00 P.M. in the determination of the King County accounts' ledger balances for the same day. The Contractor shall similarly give same day ledger credit for amounts deposited at any of its branches by closing time of that branch's latest opened staffed facility. Cash deposits for the General Account are sent to the Contractor by armored car at County expense.
5. The Contractor shall include on the submittal form the latest time that deposits shall be accepted at its operations center for same day credit.
6. The County has many remote sites that collect various amounts of checks and cash. The Contractor shall include suggested solutions for "on-site electronic deposits".
7. Deposit discrepancies shall be communicated to the Manager within two (2) banking days of the adjustment posting to the accounts.
8. Contractor shall be able to accept Canadian funds.
9. Provide notification to the Manager of all deposited items returned as unpaid within one Banking Day of the adjustment to the County's account. Notification shall at a minimum include: original deposit date, deposit amount, reason for return and an image or copy of the front and back of the original item. Describe your notification process. Preference will be given to automated or electronic solutions.
10. Contractor shall be able to accept contaminated currency is lawfully held U.S. currency that may pose a health or safety hazard due to known or suspected contact with a chemical, radioactive or biological substance. King County and Agencies, on

occasion, come into possession of contaminated currency due to law enforcement activity, unclaimed property escheatment, or other government activity.

C. Wire Transfer Services

1. The Contractor shall be required to maintain wire transfer facilities to the Federal Reserve Bank. The Contractor shall provide Internet capability to initiate outgoing transfers and receive data on incoming wire transfers. The Contractor shall provide a reliable backup in the event of computer system problems or other unexpected events.
2. The Contractor shall assure that, except in cases of wire service malfunction or receiving bank system failure, outgoing wires sent pursuant to timely and correct wire instructions by the Manager are received by close of business at the wire destination. Incoming wires shall be credited to the Manager as of the date the Contractor receives credit. The Contractor shall initiate wire transfers even in the event that such transfers might cause a daylight overdraft. A line of credit of \$350 million shall be established to cover such transactions.

D. ACH Services

1. The Contractor shall provide Automated Clearing House (ACH), transfer capability via FTP and the Internet. Currently, 78 bank accounts are maintained for the provision of direct deposit of payroll for the County and districts. In addition, the Manager currently transmits daily via the Internet a file of ACH transactions. The A/P department transmits daily two scheduled ACH files, on occasion a third file may be transmitted. The current deadline is 5:15 P.M. for file transmission with next day settlement.
2. The County is accustomed to receiving each day an electronic report providing detailed addenda records related to ACH debits and credits. The Contractor shall be able to provide such an electronic report.
3. Contractor shall provide an ACH Debit Filter service that allows certain pre-authorized debits to automatically post to accounts under this agreement. Describe your ACH Debit Filter process including the specific information required to identify a pre-authorized transaction.
4. Provide an ACH Debit Block service that automatically returns all ACH debits for all accounts unless direct by The County to allow certain debits to clear.
5. Contractor shall assign an ACH Customer Service Representative(s) (CSR) to assist King County in the interpretation of the ACH Rules, ACH File formatting issues and ACH research requests. The ACH CSR should be located in the ACH processing unit and be familiar with King County's ACH processing requirements as outlined in this RFP. The ACH CSR should be an Accredited ACH Professional (AAP) or demonstrate an equivalent depth of knowledge. At a minimum the ACH CSR should be available from 8:00 A.M., to 5:00 P.M., Pacific Time each banking day.

E. Warrant Services

There are presently 32 County and Special Purpose District accounts on which warrants are issued. Additional warrant accounts could be established during the term of the contract.

1. The Contractor shall accept all warrants issued on these and provide the Manager with the total amount received for each account by 5:30 A.M. on the following banking day. See Exhibit A for daily warrant redemptions by dollar amount by day of Contractor's acceptance. The Contractor agrees to present warrants drawn on King County Accounts only according to the terms of the Contract.
2. In order to meet the County's requirement for warrant processing, the Contractor shall hold warrants for one day before presentation to the County. On the banking day following acceptance, the Contractor shall present in the BAI file the warrants to the Manager who will determine if they are to be paid, designated as 'interest bearing' and returned to the Contractor, or returned to the Contractor for any of the reasons cited in #7 below. The Contractor may elect, at any time during the Contract term, to designate the Manager as its safekeeping agent for the purpose of holding interest bearing warrants until redeemed by the Manager.
3. In order for the Manager to determine whether or not to pay warrants on the date presented, the Contractor shall be required to provide to the Manager by 5:30 A.M. on the day following Contractor acceptance the warrant paid data for input into the County's Warrant Reconciliation System. This data shall be included as part of the BAI file provided to the County.
4. On the day of warrant presentment to the Manager, the Manager will transfer from the General Account to the Contractor any warrant interest due the Contractor from interest bearing warrants redeemed on that day.
Warrants drawn on each fund shall be redeemed in chronological order of presentation with the oldest interest bearing warrants being redeemed first. Warrant interest paid to the Contractor shall be based upon the warrant interest rate included by the Contractor on the Attachment A -Pricing Form.
Note: The occurrence of interest bearing warrants would be rare. The Manager will encourage any Special Purpose District with such warrants outstanding for over one week to obtain funds in another manner.
5. If any warrant is not redeemed by the Manager for want of funds in the fund on which it was drawn, the Contractor shall credit the General Account in the amount of such unredeemed warrant as of the day of its presentation to the Manager.
6. The Contractor shall accept from the Manager and return to the endorser all stopped, voided, and canceled warrants, and shall give the County credit for payments made on such warrants. The Contractor shall also give the County credit for warrants for which the Manager has no record of issue provided the Manager returns such warrants for credit by the time specified by the Contractor. The Contractor shall accept, return and give credit for forged warrants whenever returned with a certification of forgery following mutual reasonable investigation and verification of forgery by the Manager and Contractor.
7. The Contractor shall indemnify the Manager, the County and the appropriate Special Purpose District for any claim for payment made against them by the payee of a warrant drawn on any King County Account that satisfies the following conditions:
 - a. That the warrant giving rise to the claim and photocopy are missing.

- b. That the warrant giving rise to the claim is listed on an Automatic Account Reconciliation printout previously presented to the Manager and for which the Manager has paid the Contractor in an amount including the missing warrant.
 - c. The Contractor is unable to provide sufficient evidence, of whatever nature, that the missing warrant was cashed or otherwise negotiated and presented to the Contractor for payment.
 - d. The County's warrant records have not been tampered with, destroyed, or otherwise impaired. In all cases, Contractor liability shall be limited to the amount of the missing warrant or warrants and the Contractor shall have no liability unless the Manager notifies the Contractor of such a claim within three (3) years from the date on which the warrant giving rise to the claim was issued.
8. The Contractor shall provide on-line viewing of all transactions within accounts for all 32 warrant accounts. The Manager will designate individuals for viewing of information for each of these accounts. There will be no restrictions on the number of individuals that can have access to these accounts. The on-line viewing is required to be available 24/7. If the on-line viewing is unavailable, the Contractor is required to restore access for all accounts within twelve (12) hours.
 9. A file (Positive Pay file) of warrants issued will be sent to the Contractor several times a day. The Contractor shall use these files to match the warrants issued with those presented for payment. The County shall be notified of any warrants considered to be potentially fraudulent.

F. Negative Balances

1. Although it is the intent of the Manager to maintain positive ledger balances, there may be closing ledger balances that are negative in the General Account. The Manager agrees to pay the Contractor interest on any negative monthly average collected balance as shown on the consolidated account analysis inclusive of all County balances. Interest shall be paid at the Contracted rate. The 2013 daily collected balances for the County's general account are shown in Exhibit B.
2. The Manager conducts an aggressive investment program, attempting to maximize the investable balances as much as possible. To this end the Manger opts to leave the consolidated bank accounts' balance as close to zero as possible. Often this is achieved by allowing the ledger balance in the main bank account to go negative.
3. The foregoing paragraph will not apply if the negative ledger balances were the result of an error or omission on the part of the Contractor, and in such cases, the Contractor shall correct the error with appropriate value given to the Manager's account.

G. Conversion

The Contractor shall formulate an implementation and transition plan and provide that plan to the Manager within fifteen (15) days of the award of contract. It is expected that a general introductory meeting will be held between the Contractor and appropriate County personnel will be conducted no later than Month ____ and Date ____.

6.6 Disaster Preparedness

- A. The Contractor shall have a detailed disaster recovery plan that includes off-site recovery facilities and recovery procedures.

The Contractor shall support the County's disaster recovery plan that may include access to branch location for emergency operations and supporting the County's disaster exercises.

- B. File Formats for King County accounts

Exhibit	Bank Files	File Format	File Type
D-1	AP XML Warrant Printing AP Cust 005	Minimal variation in placement of MICR and other key elements from existing format (see APWARRANTS6788193.pdf & KCAP_WARRANT_TEMPLATE.rtf)	N/A
D-2	AP to Bank ACH TS	ACH CCD Format	Fixed position based (e-text)
D-3	AP to Bank Positive Pay	See KCAP_POSITIVE_PAY_USBANK_TEMPLATE.rtf	fixed position based (e-text)
D-4	CE Cust 004 Positive Pay	See XXCEPOPAY_TL.rtf	fixed position based (e-text)

See Attached Exhibits D for details on listed file formats.

Attachment A Pricing Instructions

A. Monthly Direct Pay Basis

It is the Manager's intent to pay for services provided by the Contractor on a monthly direct payment basis after taking into consideration earnings on collected balances. The rates for these earnings will be as proposed by the Contractor.

If the contractually determined earnings on the collected balances maintained by the Manager for a given service month are insufficient to offset the monthly service charge, the Manager will pay the Contractor the amount exceeding earnings within 30 days after receipt of the monthly statement of itemized services (invoice) as required by this contract. If the contractually determined earnings on the collected balances maintained by the Manager exceed the monthly service charge, the excess shall be carried forward and credited against the following month's service charges except at the termination of the Contract when the Contractor will pay the Manager any accumulated excess.

B. Service Charge

The service charge will be computed by the Contractor and presented, in an Excel format, to the Manager within twenty (20) days after the end of each month. This charge will be based upon the actual services used in the service month.

C. Determination of Costs

In determining the cost of services for proposal evaluation purposes, the Manager will use the rates and formulas as proposed by the Proposer on the Attachment A Pricing form for the services and assumed included annual volumes.

D. Warrant Interest Rate

This is the rate or rates of interest to be charged by the Contractor for warrants issued on King County Bank Accounts and District Bank Accounts which the Manager designates as interest bearing warrant(s). The Proposer shall specify the rate and any dollar, time or other limitations on interest bearing warrants which can be held by the Contractor for individual funds, districts or in total and what actions it proposes to take should these limitations prevent the Contractor from holding any interest bearing warrant. Such actions shall include a good faith effort to cooperate with the Manager in arranging for another financial institution to hold the warrant(s). Financial reports on the districts issuing warrants will be available for review in the Treasury Section of the Finance and Business Operations Division. For evaluation purposes, "warrant interest rate(s)" will not be considered by the Manager in determining least cost to the County.

E. Daylight Overdraft

The Proposer will describe its policy towards charging customers for any daylight overdraft situation. If the Proposer charges for transactions creating an overdraft, the Proposer shall disclose the basis for any charges. Additionally, the Proposer shall disclose the effect its policy will have on the release of outgoing wire transfers.

F. Other services

A net monthly cost of any "other services" selected by the Manager will be determined by subtracting from the proposed monthly fees for the service the Manager's estimate of the monthly benefit to the County for the service.



THIS CONTRACT # _____ ("Contract") is entered into by **KING COUNTY**, Washington,, (the "County"), and _____ (the "Contractor"), whose address is _____. The County is undertaking certain activities related to, _____ and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. CONTRACT DOCUMENTS

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

1. Contract Amendment(s)
2. Contract, which consists of this page, the Terms and Conditions, Scope of Work and the following:
 - Price AttachmentAttachment A
 - Consultant Disclosure Form (if applicable) Exhibit A
 - Certificate(s) of Insurance and Policy Endorsement..... Exhibit B
 - Other Exhibits and attachments (if applicable)
3. Request for Proposal (as modified by any addenda)
4. Contractor's Proposal

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire seven (7) years after start of Contract on _____, unless extended via K.C.C. 4.14 Banking Services or terminated earlier pursuant to the terms and conditions of this Contract.

III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract in an amount not to exceed payable as set forth in Attachment A.

IV. SPECIAL PROVISIONS – Contractor certifies by signing below that Contractor:

1. Is a Washington State qualified public depository as defined in RCW 39.58.010 with an adequate capital structure to support the bank activity of King County as outlined in this proposal.
2. Is not and will not, during the term of the contract, be in violation of any applicable state, federal, or local law including, but not limited to, labor employment standards and employment discrimination laws.
3. Currently has branch bank facilities in the major population areas of the County and a full service office in King County and that it will continue to do so during the term of the contract.
4. Has a Community Reinvestment Act (CRA) rating of Outstanding.

COMPANY NAME

KING COUNTY

Authorized Signature

Authorized Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

Date Accepted: _____

Date Accepted: _____

Approved as to form only:
King County Prosecuting Attorney

TERMS AND CONDITIONS

SECTION 1 DEFINITIONS

1.1 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: A written determination by the County that the Contractor has completed the Work in accordance with the Contract.

ACH Rules or NACHA Rules: means the operating rules of the National Automated Clearing House Association, including all appendices and formal rules interpretations. Terms used in reference to ACH processing in this RFP will have the same definition as they have in the NACHA Rules Bank:

Bank: The qualified public depository which is selected to provide banking services to the Manager.

Banking Services or Services: mean the Work performed by the successful Proposer pursuant to the terms and conditions of the Agreement.

Business Day: Any day on which the County is open for business, Monday through Friday, 8:00 AM to 5:00 PM, Pacific Time, except for holidays observed by the King County. (see Day Below)

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.

Contractor: The association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.

Day: Calendar day reckoned from midnight to midnight.

Federal: means the United States Government.

Federal Reserve Bank or FRB: means the U.S. federal banking system that is under the control of a central board of governors (Federal Reserve Board) with a central bank (Federal Reserve Bank) in each of 12 districts.

KCC: The King County Code.

King County Accounts: All accounts for which the Manager is responsible by Washington State Law, King County Charter or ordinance (including school and other Special Purpose District Accounts) and into which monies are deposited under the Contract; provided, however, that the Contract shall not be construed to be exclusive or preclude the Manager from obtaining services from any other bank.

Manager: The Manager of the Treasury Section, Financial and Business Operations Division, King County Department of Executive Administration who, by King County Code 2.16.035.C and 4.20.020 is delegated the functions and duties of the statutory County Treasury (Chapter 36.29 RCW). The Manager performs the functions of treasurer of the

County and ex officio treasurer of all school and other special purpose districts within King County.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Products: means all reports, documents, and equipment provided by the successful Vendor as detailed in the Agreement, including but not limited to hardware, Software, devices, and documentation.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.

RCW: The Revised Code of Washington.

Scope of Work (SOW): An exhibit to the Contract consisting of a written description of the Work to be performed.

Special Purpose Districts: Those special purpose districts within King County (e.g. school, water, fire, sewer, hospital, etc.) whose funds are deposited with the Contractor.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

SECTION 2 GENERAL PROVISIONS

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.3 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices within twenty (20) days, to King County Accounts Payable, M/S CNK-ES-0320, 401 Fifth Avenue, Seattle, WA 98104. All invoices shall include: purchase order and/or contract number, invoice date, number, and total. For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in Attachment A, or if not used as part of this Contract, then the current price list for this Contract

approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

2.4 Pricing

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the County. The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.5 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.6 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.7, Contract Amendment.

2.7 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.8 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt

requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	CONTRACTOR
Project Manager -	
Seattle, WA	
206-	
xxxxxx@kingcounty.gov	

2.9 Certification Regarding Debarment, Suspension and Other Responsibility Matters

If this Contract is a covered transaction for purposes of federally funded grant requirements, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION 3 LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

A. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in

connection with, or incident to the Work provided by or on behalf of the Contractor. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

- B. Additional specific Indemnification language is in Scope of Work, Section 6.5, E. Warrant Service 7.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Insurance Requirements

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

- A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than:

1. General Liability: \$100,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$1,000,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations.
2. Professional Liability, Errors and Omissions: \$75,000,000 Per Claim and in the Aggregate.
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
4. Workers' Compensation: Statutory requirements of the State of residency.
5. Employers' Liability or "Stop Gap" coverage: \$1,000,000.
Bankers Blanket Bond: \$75,000,000.

B. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. The County, its officers, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

All Policies:

1. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor
3. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the County.
4. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.
Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new

policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

C. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. **Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.**

D. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

SECTION 4 CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.
- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
 2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
 3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.

- C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
 2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
 3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

SECTION 5 RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or

greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

SECTION 6 INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

6.2 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

6.3 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

SECTION 7 NONDISCRIMINATION

7.1 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees

with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at:
http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx

D. Nondiscrimination in Subcontracting Practices.

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations.

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers Policy.

Policy. It is King County policy that Small Contractors and Suppliers (SCS) have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that Contractors and Subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

Inquiries and Information Regarding King County Certified SCS Firms. Direct inquiries on how to apply for SCS certification, or obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by telephone at 206-263-9734. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at:
<http://www.kingcounty.gov/bdcc>.

Definitions. The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County BDCC office.

3. "Small Contractor or Supplier" or "(SCS)" means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

G. Required Submittals During Work.

The Contractor shall collect, enter, submit and update the submittals listed below for itself, its Subcontractors and any sub tier Subcontractors and suppliers to BDCC using the Contracts and Apprenticeship Report Tracking Services (CARTS) online reporting website located at <http://www.kingcounty.gov/bdcc>. Report forms are available on the website. Assistance may be obtained by contacting BDCC staff at 206-263-9734.

1. **Subcontractor List.** The Contractor shall create and maintain a master list of all Subcontractors on this Contract, the Contractor shall continually maintain the Subcontractors and Suppliers.
2. **Contractor Payments.** The Contractor shall enter and submit the amount received from the County for itself and the amounts paid by the Contractor to all Subcontractors, including Certified SCS Firms. Entries shall be entered in CARTS on a monthly basis.
3. **Final Affidavits of Amounts Paid.** Upon completion of the Work and as a condition precedent to final payment, the Contractor shall upload a Final Affidavit of Amounts Paid electronically using CARTS. Identify amounts paid to each firm that performed Work on this Contract.

H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by Contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.

The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the

Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

- I. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

SECTION 8 CLAIMS AND APPEALS; DISPUTE RESOLUTION

8.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

8.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

SECTION 9 TERMINATION

9.1 Termination for Non Performance/Convenience/Default/Non-Appropriation

A. Non Performance

- 1. Terminate the contract with one hundred eighty days' notice should the bank, at any time during the contract, lose its outstanding Community Reinvestment Act rating under K.C.C. 4.14.040.C. The Contractor shall also notify the County of any change in the bank's Community Reinvestment Act rating during the term of the contract.**
- 2. Exercise the county's option to terminate under subsection A.1 above if the bank fails to cure as specified in the contract or subsection A.3. of this section.**
- 3. If the bank does not comply with any provision of the banking contract, the County will:**
 - a. Upon finding a first breach of the banking contract, immediately inform the bank of the breach and offer the bank ninety days to cure the breach; provided that, if the bank receives a Community Reinvestment Act rating from a federal regulator agency that is below outstanding for the assessment area that includes the geographical boundaries of King County, the manager of the finance and business operations division has the discretion to allow the bank to cure this problem by requesting that the bank immediately update its community reinvestment plan to address specific deficiencies noted in the rating process; and provided further that, the outstanding Community Reinvestment Act rating must be reinstated by a federal regulator agency within two years from the date of the rating downgrade;**
 - b. After ninety days after a first breach, if the bank has not corrected the breach, issue a one-hundred- eighty-day termination notice;**
 - c. If the bank breaches the contract a second time during the term, immediately inform the bank of a second breach and require of the bank a payment to the county equal to five percent of the previous year's total commercial banking fees incurred by the county. The bank then has ninety days to correct the breach. The county may then use the penalty funds to contract with a nonprofit organization or organizations to provide services increasing access to consumer credit, subject to appropriation;**
 - d. If, after ninety days of a second breach, the bank has not corrected the breach, issue a one-hundred- eighty-day termination notice;**
 - e. If a bank breaches the contract a third time during the term, immediately inform the bank of a second breach and require from the bank a payment equal to ten percent of the previous year's total commercial banking fees incurred by the county. The county may then use the penalty funds to contract with a nonprofit organization or organizations increasing access to consumer credit. The bank then has ninety days to correct the breach;**
 - f. If, after ninety days of a third breach, the bank has not corrected the problem that led to the breach, issue a one-hundred-eighty-day termination notice;**
 - g. If a bank breaches the contract for a fourth time during the term, immediately issue a one-hundred- eighty-day termination notice; and**

- h. Issue any notices required under this section in the form of a paper original and an electronic copy filed with the clerk of the council, who shall retain the paper original and forward electronic copies to all councilmembers and the lead staff of the budget and fiscal management committee or its successor

B. Termination for Convenience

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

C. Termination for Default

If the Contractor does not perform the Work or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.10. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.10 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

D. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section 9.1.C: 1) the County shall be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination; and, 2) the Contractor shall be released from any obligation under this Contract affected by the termination or a related purchase order to provide further Work pursuant to the Contract.

2. Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County

Council of sufficient funds to support the Work described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

SECTION 10 MISCELLANEOUS

10.1 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

If the Contractor agrees to extend this contract to other governmental agencies, this contract is subject to an Administrative Fee (Fee) of 1% (.01). The Fee shall be based on total sales made to each governmental agency outside of King County's Departments, Divisions and Agencies, less sales tax, freight and any credits(s). The Fee shall be paid by the Contractor, payable and remitted to King County Procurement and Contract Services Section not less than twice per year, on July 31st and January 31st for the first and second half of the year sales respectively. Fees submitted shall be accompanied by a sales report, reference the contract number, and show the total sales to other governmental agencies, excluding King County. The Contractor shall not invoice the Fee to any contract user.

10.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

10.4 Environmentally Preferable Products Procurement Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

Ref: KCC 18.20

10.5 No Third Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third party.

10.6 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

10.7 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

End of Terms And Conditions