



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**March 17, 2009**

**Motion 12945**

**Proposed No.** 2008-0277.2

**Sponsors** Ferguson

1                   A MOTION approving specifications for the provision of  
2                   financial services, and authorizing the executive to seek  
3                   bids for provision of those services.

4  
5                   WHEREAS, K.C.C. chapter 4.14 requires that certain financial services provided  
6                   by banks must be bid every five years through a competitive process, and

7                   WHEREAS, the King County executive has prepared an invitation to bid for King  
8                   County banking services and safekeeping services for October 1, 2008, through  
9                   September 30, 2013, and

10                  WHEREAS, the King County council deems that the specifications provide for  
11                  services that are in the best interest of King County;

12                  NOW, THEREFORE, BE IT MOVED by the Council of King County:

13                  The specifications for financial services, substantially in the form attached to this  
14

**Motion 12945**

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15 motion, are hereby approved and the King County executive is authorized to seek bids  
16 from qualified financial institutions for the provision of those services.  
17

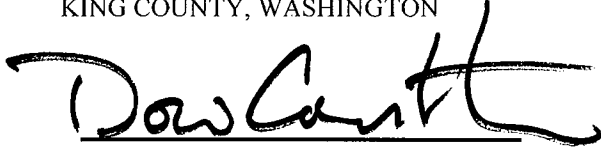
Motion 12945 was introduced on 5/27/2008 and passed as amended by the Metropolitan King County Council on 3/16/2009, by the following vote:

Yes: 8 - Mr. Constantine, Mr. Ferguson, Ms. Hague, Ms. Lambert, Mr. von Reichbauer, Mr. Gossett, Mr. Phillips and Ms. Patterson

No: 0


Excused: 1 - Mr. Dunn

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



Dow Constantine, Chair

ATTEST:



Anne Noris, Clerk of the Council

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Ron Sims, County Executive

**Attachments**      A. Banking Services--RFP No. 1134-08RLD, B. Safekeeping Service - RFP No. 1139-08RLD dated March 3, 2009

# REQUEST FOR PROPOSAL



King County

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

DATE ADVERTISED: [TBD], 2008

RFP Title: **Banking Services**

Requesting Dept./ Div.: **King County Department of Executive Services – Finance and Business Operations Division**

RFP Number: **1134-08RLD**

Due Date: **TBD**

Buyer: **Roy L. Dodman, roy.dodman@kingcounty.gov, (206) 263-9293**

## Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on TBD, 2008**, in Treasury Conference Room #610 on the 6<sup>th</sup> Floor of the King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section**  
**The Chinook Building, 3<sup>rd</sup> Floor**  
**401 Fifth Avenue**  
**Seattle, WA 98104-2333**

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

## SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title (Please Print Name and Title)	
E-mail	Phone	Fax
Prime Proposer SCS Certification number (if applicable - see Section IV of this RFP)		
Sub-Contractors SCS Certification numbers (if applicable)		

Office Use Only: NUM 3 CD-ROM 1 CON FED N TERM/YR Y/3-1

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

If you received or downloaded this document in .pdf format, an MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 401 Fifth Avenue, 3<sup>rd</sup> Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding *Banking Services* for the *King County Department of Executive Services – Finance and Business Operations Division*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

**Submittal:** King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original and three (3) copies* of the proposal response, data or attachments offered, for *four (4) items* total. The original in both cases shall be noted or stamped "Original". In addition, provide *one (1) CD-ROM*, with either *one (1) pdf version* of the proposal, *one (1) Microsoft Word version* of the proposal (2000-2005 edition), or both.

**Pre-Proposal Conference:** A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on TBD, 2008, in Treasury Conference Room 610, 6<sup>th</sup> Floor of The King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104. See link for driving instructions.  
<http://metrokc.gov/procurement/contact/findus.aspx>.

**Questions:** After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business TBD, 2008 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Senior Buyer [roy.dodman@kingcounty.gov](mailto:roy.dodman@kingcounty.gov) / *Secondary* – Cathy M. Betts, Buyer [cathy.betts@kingcounty.gov](mailto:cathy.betts@kingcounty.gov). Questions may also be sent via email to the address above.

## **SECTION I - GENERAL INFORMATION**

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County will not make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.

- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Executive Services, all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP as issued by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer  
 (206) 263-9293  
 roy.dodman@kingcounty.gov

or

Cathy M. Betts / Buyer  
 (206) 263-9291  
 cathy.betts@kingcounty.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling the Procurement Receptionist at 206-263-9400 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-263-9400.
- Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

#### Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding

calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Department of Executive Services, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. **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 and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a convenience to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a Proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* register with the County via the Procurement website. To register, access "Contact Us" on the left side of the screen, then "Vendor Registration". As this point you will need to submit complete information regarding your company and primary contact, as well as additional information you feel is relevant. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Records Act (RCW 42.56) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public. King County may request an electronic copy of your proposal response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional

sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If 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 fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of proposals. Any pre-packaged material received by a potential proposer prior to the receipt of proposals shall not be reviewed by the County.
- W. Proposal Identification Label: Please see the Bid Identification Label on the last page of Section VI.

## SECTION II - PROJECT SPECIFICATIONS AND SCOPE OF WORK

### PART A - Definitions

1. **"Bank"**. The qualified public depository which is selected to provide banking services to the Director.
2. **"Business Day"**. Any day on which the County is open for business.
3. **"Contract"**. The Banking Services Agreement.
4. **"Director"**. The Director 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 Director performs the functions of treasurer of the County and ex officio treasurer of all school and other special purpose districts within King County.
5. **"King County Accounts"**. All accounts for which the Director is responsible by statute, 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 Director from obtaining services from any other bank.
6. **"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 bank must follow the same in response to this RFP.
7. **"Special Purpose Districts"**. Those special purpose districts within King County (e.g. school, water, fire, sewer, hospital, etc.) whose funds are deposited with the Bank under the banking services agreement (hereinafter the "Contract").

### PART B - Background

Chapter 4.14 of the King County Code requires King County (the "County") to acquire its banking services through a competitive process every five years. The County by way of this document solicits proposals for the provision of banking services during the period October 1, 2008 through September 30, 2013.

### PART C - General Requirements

1. **Locations within King County**. A proposer must 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 must 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 County 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 4 is a map of the King County Council Districts. Banks making proposals must have, at the time the proposal is made and must maintain during the course of the Contract, branches in at least seven of these districts.
2. **Public Deposit Protection Act**. A proposer must be in compliance with, at the time of submittal of proposal, and remain in compliance with, during the term of the Contract, 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 must be, and remain during the term of the Contract, a qualified public depository as defined in the Washington Public Deposit Protection Act with a capital structure sufficient to support the deposit of \$250 million by the County. Each proposal must include the bank's latest public depositor's consolidated report of condition filed with the Washington Public Deposit Protection Commission as evidence of its ability to meet the capital structure requirements stated above. The bank selected to perform banking services for the County shall maintain a capital structure sufficient to support the County's deposits during the term of the Contract.



3. **Community Reinvestment Act (CRA) Rating.** A proposer must, at the time of solicitation, have one of the top two CRA ratings (Satisfactory or Outstanding).

#### **PART D – Proposal and Award Schedule**

1. **April 24, 2008** - King County Procurement and Contract Services Section shall distribute Requests for Proposal to all interested banks.
2. **May 7, 2008, 10:00 A.M.** - Treasury Conference Room #610, King County Administration Building - A conference will be conducted with all interested banks to answer questions on the form and content of the Request for Proposal. Attendance is strongly urged. If any changes to the specifications result, they will be reduced to writing and made available as addenda to these Proposal Documents to all banks who have received a Request for Proposal. Participating banks will be asked to sign a receipt for the addenda to the Proposal Documents.
3. **May 29, 2008, 2:00 P.M.** - Proposals will be due at this time. All proposals received later than this time shall not be opened or considered. All proposals must be submitted in sealed envelopes with the Banks name, address and the "Proposal Identification Label" included in Section VI of the RFP. The RFP and proposal must be signed in the name of the bank and must bear the signature of a person duly authorized to sign the proposal and bind the proposer to its terms. Include the name, office address, and office telephone number of the bank representative qualified to answer questions which may arise during the review process.
4. **June 13, 2008** - The Director and Evaluation Team will evaluate all proposals which were received timely, but reserves the right to reject any and all proposals in whole or, as to items identified as optional, in part, to waive any and all informalities, and to request clarification of minor and non-substantial items.
5. **June 29, 2008** - Award of Contract will take place on or before this date. It is expected that Contract execution will be within 30 days of the award.

#### **PART E – Special Terms and Conditions**

1. The banking services Contract entered into between the County and the Bank will be in substantially the form of the attached Form of Contract (attached as *Exhibit 1* to this RFP); provided the terms and conditions contained in the original RFP and any addenda thereto are incorporated into the Contract as if fully set forth therein.

In the event that the Bank to which the Contract is awarded does not implement the banking services Contract on October 1, 2008, or there is reasonable indication that the Bank is performing in such a way that implementation is not likely to occur on the scheduled date, the County may give notice to the Bank of intent to award the Contract(s) to the qualified bank with the next best proposal or to call for new proposals, and may proceed to act accordingly.

2. Statistics are contained in these Proposal Documents in order to provide as much information as possible to qualified banks. The information contained herein is, to the best of our knowledge, a true representation of historical experience, but the County is in no way representing that these statistics will hold true for the future. The volume levels represent consolidation of all King County Bank Accounts included in the County's current main banking relationship.
3. Banks shall thoroughly examine and be familiar with these specifications. The failure or omission of any proposer to receive or examine these documents shall in no way relieve any proposer of obligations with respect to these proposed documents or the Contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.
4. Proposers are obligated to provide services at the indicated level for all King County bank accounts, including those of Special Purpose Districts, for the entire length of the Contract. Any new accounts opened during the Contract period will also be provided services at the proposed prices.

5. The Bank, its officers, agents, and employees, shall maintain the confidentiality of all information provided by the County or acquired by the Bank in the performance of the Contract, except upon the prior written consent of the King County Treasury Section or pursuant to an order entered by a court after having acquired jurisdiction over the County. The Bank shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information
6. **Community Reinvestment Performance.** During the term of the Contract, the Bank shall make affirmative efforts to reinvest its funds in the local community. To document its efforts, the Bank shall provide to the County the following:
  - a. Documentation of the Bank's most current Community Reinvestment Act (CRA) rating, as determined by the Financial Institutions Examination Council (FIEC), and all subsequent ratings received by the Bank during the term of the Contract; and
  - b. Copies of the most recent FIEC's written evaluation of the Bank's CRA rating and any comments by the Bank or public which have been registered, and copies of all subsequent FIEC written evaluation and comments by the Bank or public which have been registered during the course of the Contract.
7. **Extent of Agreement.** The provisions in the Request for Proposal and Contract represent the entire and integrated agreement between the County and Bank and supersede all prior agreements. The term of the Contract(s) is for five years from the date of October 1, 2008. However, the parties agree that the County shall have the option to extend the terms and conditions of the Contract beyond the expected expiration date of the Contract on a month-to-month basis. To exercise this option, the County shall notify the Bank of its intention to exercise its option 30 days prior to the expiration of the Contract and thereafter by the 20th day of each successive month the Contract is extended.

#### **PART F - Evaluation Criteria**

1. The vendor must satisfy the service requirements detailed in Section II in order to qualify for further consideration.
2. An evaluation committee will perform evaluation of each response.
3. The evaluation will evaluate the proposals using the following criteria:

General qualifications / experience of the vendor	30 points
Vendor's response to the RFP	10 points
Pricing	60 points
SCS Participation (see Section IV of this RFP)	10 points
Total Written Evaluation scoring	110 points

If an award is not made based on the written evaluations alone, oral interviews may be conducted with the top-ranked proposers. If interviews are conducted, they shall have a value of 40 points. Final award would then be based on the sum total of the written evaluations and oral interview scores.

#### **PART G - Proposal Documents**

Proposers shall submit and identify the following items in their proposal:

1. Vendor background and qualifications (Exhibit 2)
2. Vendor Cost Proposal (Exhibit 3)

## SECTION III - BANKING REQUIREMENTS—PRIMARY SERVICES

### PART A - Account Maintenance

The County presently currently maintains 475 accounts with various branches of its current service bank. The County encourages Special Purpose Districts to maintain their accounts with the service bank, minimizing the number of accounts held at other financial institutions.

1. **Balance Information.** The selected Bank must make available an electronic file in BAI format, showing all detail of all accounts specified by the Director 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 bank 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 County requires zero balance account capability for various deposit accounts. In the present banking arrangement, the Bank automatically transfers the ending balances of about 125 accounts to the Main Account on a daily basis

Additionally, a zero balance account capability will be needed for the 29 warrant accounts. The County 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 County 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 will constitute a borrowing for which the County will require a \$50 million line-of-credit, representing the estimated maximum amount of warrants that can clear on a single day. Exhibit 6 provides a schedule of the actual warrant clearances in 2007 while Exhibit 5 provides a schedule showing the actual borrowing.

3. **Bank Statement.** A General Account monthly bank statement with documentation supporting all entries on the statement is required. The statement must 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 must be provided to each respective agency with documentation supporting all entries on the statement.

4. **Multiple Deposit Locations.** A 'subaccount' capability for depository accounts is required. As an example, for the single King County Parks Department zero balance account, we will require daily deposit information for each park, pool, activity center or playfield (approximately 30 revenue centers). The total direct transfer amounts by individual revenue center (subaccount) must be provided to the County as part of the BAI file.

5. **Other Accounts.** King County, its agencies, and its special purpose districts will maintain other groups of accounts. These will include:

Warrant accounts: The primary disbursement mechanism for the County and its agencies and districts will remain the warrant. The County currently has 29 warrant accounts. These accounts cannot accept electronic disbursements of any kind. It is expected that the bank will be able to block ACH debits from being charged to these accounts:

Revolving: These accounts include petty cash and other miscellaneous reimbursable accounts.

Direct deposit: The County currently has accounts used for processing of direct deposit of payroll.

Trust: The County uses these accounts to hold various monies in trust primarily involving the District Courts.

6. **Account Analysis.** The Bank shall provide the County with an account analysis within 20 days after the end of the month. The analysis must detail all activity levels and charges for all accounts covered by this Contract. Any activity information that is not part of the Bank's standard account analysis, e.g. balance

reporting charges and ACH activity, must be provided in a supplemental report format. The account analysis must be presented both in a hard copy report format as well as in an Excel spreadsheet format.

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

The Bank must 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 must be provided for all subdivisions.

7. **Record Retention.** The Bank shall retain all records related to the performance of this Contract for the period required by law. The Director and representatives and third parties authorized by the Director shall have the right to examine these records during this period.
8. **Float Analysis.** The Bank shall provide the County with monthly float analysis reports which include availability and end point analysis summaries.

#### **PART B - Deposit Services**

The County will take steps necessary to facilitate the quickest possible collection of deposits. In 2007, the county began to deposit property tax payments by transmitting check images and data via a file transfer protocol (FTP) process utilizing the DSTU X9.37 format for its property tax payments. It is likely that other payment applications will be added during the term of this contract. The majority of all checks deposited by the King County Finance and Business Operations Division will be MICR encoded. The County's current service provider researches all adjustments related to MICR encoding errors regardless of the amount of time between deposit and adjustment.

In addition to the deposits made by the County and those made into zero balance accounts described in Part A, Item 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.

It is expected that the Bank will provide timely and professional handling of deposit services for all accounts included within this Contract at all branch locations. In any instance where the County has determined that this has not occurred, the Bank will timely meet with the Director or appropriate County representative and outline a corrective plan of action.

In determining the King County accounts' collected balances, the Bank will provide the actual funds availability which will be at least as favorable to the County as that shown in the Bank's most recent availability schedule.

The Bank 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 Bank 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 Bank by armored car at County expense.

The Bank must include on the proposal form the latest time that deposits will be accepted at its operations center for same day credit.

#### **PART C - Wire Transfer Services**

The Bank will be required to maintain wire transfer facilities to the Federal Reserve Bank. The Bank must provide Internet capability to initiate outgoing transfers and receive data on incoming wire transfers. The Bank must also provide a reliable backup in the event of computer system problems or other unexpected events.

The Bank will 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 County are received by close of

business at the wire destination. The Bank shall specify on the Proposal Form the latest time of day or times of day when it can receive wiring instructions and assure that wires are received by the close of business at the wire destination. Incoming wires must be credited to the County as of the date the Bank receives credit. It is expected that the Bank will initiate wire transfers even in the event that such transfers might cause a daylight overdraft.

#### **PART D - ACH Services**

The service bank will provide Automated Clearing House (ACH), transfer capability via FTP and the Internet. Currently, 61 bank accounts are maintained for the provision of direct deposit of payroll for the county and districts. It is likely that other direct deposit accounts will be opened during the term of contract.

In addition, the County currently transmits daily via the Internet a file of ACH transactions. The current deadline is 5:15 P.M. for file transmission with next day settlement.

The County is accustomed to receiving each day a hard copy report via fax providing detailed addenda records related to ACH debits and credits. The vendor must be able to provide such a report via fax or the Internet.

#### **PART E - Warrant Services**

There are presently 29 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 Bank will accept all warrants issued on these accounts (except as may be specified by the Bank in its proposal form in response to item IV.D. below) and provide the County with the total amount received for each account by 5:30 A.M. on the following banking day. See Exhibit 6 for daily warrant redemptions by dollar amount by day of bank's acceptance. The Bank 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 Bank will hold warrants for one day before presentation to the County. On the banking day following acceptance, the Bank will present in the BAI file the warrants to the County who will determine if they are to be paid, designated as 'interest bearing' and returned to the Bank, or returned to the Bank for any of the reasons cited in F.7 below. The Bank may elect, at any time during the Contract term, to designate the Director as its safekeeping agent for the purpose of holding interest bearing warrants until redeemed by the Director.
3. In order for the County to determine whether or not to pay warrants on the date presented, the Bank will be required to provide to the Director by 5:30 A.M. on the day following bank acceptance the warrant paid data for input into the County's Warrant Reconciliation System. This data must be included as part of the BAI file provided to the County.
4. On the day of warrant presentment to the County, the County will transfer from the General Account to the Bank any warrant interest due the Bank from interest bearing warrants redeemed on that day. Warrants drawn on each fund will be redeemed in chronological order of presentation with the oldest interest bearing warrants being redeemed first. Warrant interest paid to the Bank will be based upon the warrant interest rate submittal by the Bank on the Proposal Form.

**Note:** The occurrence of interest bearing warrants should be inadvertent. The County 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 County for want of funds in the fund on which it was drawn, the Bank shall credit the General Account in the amount of such unredeemed warrant as of the day of its presentation to the County.
6. The Bank will accept from the County and return to the endorser all stopped, voided, and canceled warrants, and will give the County credit for payments made on such warrants. The Bank will also give the County credit for warrants for which the County has no record of issue, provided the County returns such warrants for credit by the time specified by the Bank. The Bank will 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 County and Bank.

7. The Bank will indemnify the Director, 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 Director and for which the Director has paid the Bank in an amount including the missing warrant;
  - c. The Bank is unable to provide sufficient evidence, of whatever nature, that the missing warrant was cashed or otherwise negotiated and presented to the Bank for payment; and
  - d. The County's warrant records have not been tampered with, destroyed, or otherwise impaired.

In all cases, Bank liability shall be limited to the amount of the missing warrant or warrants and the Bank shall have no liability unless the County notifies the Bank of such a claim within three (3) years from the date on which the warrant giving rise to the claim was issued.

8. The Bank will provide on-line viewing of cleared warrants for all 29 warrant accounts. The County 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.

#### **PART F - Negative Balances**

1. Although it is the intent of the County to maintain positive ledger balances, there may be closing ledger balances that are negative in the General Account. The County agrees to pay the Bank interest on any negative monthly average collected balance as shown on the consolidated account analysis inclusive of all County balances. Interest will be paid at the rate submitted by the Bank. The 2007 daily collected balances for the County's general account are shown in Exhibit 7.

The County conducts an aggressive investment program, attempting to maximize the investable balances as much as possible. To this end the Manager 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.

2. The foregoing paragraph will not apply if the negative ledger balances were the result of an error or omission on the part of the Bank, and in such cases, the Bank will correct the error with appropriate value given to the County's account.

#### **PART G - Contact Personnel**

The Bank shall provide and maintain a current list of Bank personnel who will be available to answer questions or provide information pertaining to all services or related transactions including, but not limited to:

- Monthly statement and charges
- Deposit float analysis
- Wire Transfers
- Account establishment and maintenance
- Warrant processing
- ACH services
- Check imaging
- Other cash management services

The list will be provided to the County within 30 days of the Contract award. The Bank will revise the list whenever any change of personnel occurs.

**PART H - Conversion**

The Bank will formulate an implementation schedule and provide that schedule to the County within 30 days of the award of contract. It is expected that a general introductory meeting will be held between the Bank and appropriate County personnel will be conducted no later than September 1, 2008.

**PART I - Optional Services**

King County is asking respondents to include in their proposal, at their discretion, certain optional eCommerce and point-of-sale (POS) services that are not exclusively provided by banks and can be provided by other third-party financial firms. King County desires to preserve its flexibility for how it provides these optional services over the contracting period. King County will evaluate the costs/benefits of consolidating all primary and optional services with a single Bank as compared to the costs of having optional services provided by multiple banks and/or third-party financial firms.

King County is asking respondents to include in their proposal as an optional service the processing of payments for county services via the Internet using both electronic checks and credit cards (ie, eCommerce services). Currently there are five county agencies accepting payments using a third-party provider. The county must pass on the costs of any electronic payment for taxes to the taxpayer as required by RCW 36.29.190.

King County is also asking respondents to include in their proposal as an optional service the processing of payments for point-of-sale (POS) credit card services. Currently there are four county agencies accepting POS credit card payments using a bank to process credit card payments. The county must pass on the costs of any electronic payment for taxes to the taxpayer as required by RCW 36.29.190.

The county may elect to award separate contracts for the primary banking services as outlined in this RFP and for any of the described optional services proposed by individual Banks. Any separate awards made would still follow the previously outlined Evaluation Criteria, to be utilized independently in the review of primary and optional services.

**PART J - Other Services**

In response to this RFP, other services or innovative approaches which the Bank believes would be of benefit to the County may be proposed together with any associated charges and quantified monthly benefits to the County. The County, at its option, may accept proposals for primary banking services only or for primary banking services plus any or all of these other services offered by the Bank.

As an example, the County receives a large number of payments for sewer capacity charges from bill paying service providers. Those payments often lack necessary detail and require significant staff time to research. While this is not a primary service requirement for this contract, the county is interested in having responders propose a solution to this problem.

**SECTION IV - COMPENSATION AND PROPOSAL EVALUATION****PART A - Monthly Direct Payment**

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

If the contractually determined earnings on the collected balances maintained by the County for a given service month are insufficient to offset the monthly service charge, the County shall pay the Bank the forward and credited against the following month's service charges except at the termination of the Contract when the Bank will pay the County any accumulated excess.

**PART B – Computed Service Charge**

The service charge will be computed by the Bank and presented to the County within 20 days after the end of each month. This charge will be based upon the services used in the service month at the rates as submitted by the Bank.

### **PART C – Rates and Formulas**

In determining the cost of services for evaluation purposes, the County will use the rates and formulas as submitted by the Bank on the Proposal Form for the services and assumed annual volumes listed below.

#### 1. Service Charges

<u>Descriptions</u>	<u>Assumed Annual Volume</u>
<b>GENERAL ACCOUNT SERVICES</b>	
Analysis Fee	27
Accounts	475
ZBA Concentration Accounts	5
ZBA Subsidiary Accounts	155
Corporate Statements Via Web	628
Analysis Statements Via Web	23
Statements – Duplicate Copy	24
DDA Statement Special Cut	349
<b>DEPOSITORY SERVICES</b>	
Night Bag Cash Deposited at Branch	1,561,754
Same Bag Multi Deposit Fee	209
Canvas / Non-Standard Bag	2,222
Night Bag Deposit Cash By Vault	4,363,206
Standard Night Bag	2,761
Branch Deposited Cash	9,520,191
Branch Strap Out	52
Branch Change Order	59
Branch Roll Out - Coin	245
Vault Deposited Cash	66,042,413
Vault Incoming Bagged Coin	722
Coin & Currency - Manual	42



Coin & Currency - Auto	5,715
Coin & Currency – Rush Order from Vault	19
Vault Roll Out	55,871
Vault Box Out - Coin	647
Deposits	162,006
Electronic Item – Remote Deposit	415,374
Other Fed Items - Unencoded	369,374
Other Fed Items - Encoded	164,972
Local City Items Unencoded	2,071,810
Local City Items Pre-encoded	639,533
Local RCPC Items Unencoded	181,892
In District Items Pre-encoded	44,255
In District Items Unencoded	147,040
Local RCPC Items Pre-encoded	64,872
Check Chargebacks	8,574
Redeposit Returned Items	7,183
Returned Items Report (via web)	63
Returned Items Detail (via web)	10,533
Incoming Return	86
Return (1 <sup>st</sup> presentment)	271
Return (2nd presentment)	85
Deposit Error Service Charge	896
Pre-encoded Deposit Rework	711
Vault Deposit Rework / Adjustment	871
ARP Deposit Recon Maintenance	300
ARP Deposit Recon Per Item	87,640
Branch Envelope Deposit	152
Remote Image Deposit Monthly	1

**PAPER DISBURSEMENT SERVICES**

Next Day Positive Pay – Mismatch Report	24
Checks Paid Over 500	801,685
Checks Paid Under 500	220,833
Check Quality Charge (Rejects > 1%)	11,250
Stop Payments via web	117
Stop Payments	139
Photocopies	1,233
Images Long-Term Maintenance (7 yr.)	36
Images Maintenance (Truncate)	24
Check Images Maintenance	12
Image Capture (Maintenance)	104,002
Image Long-Term Per Item	92,209
Image Short-Term Per Item	708
Image Item Capture with Truncation	620,351
Check Image Viewing with Truncation	4,374
Image Long-Term Viewing	77
Image CD-ROM Creation	78
Check Enclosure Fee	1,900
Check Mail Fee (non-truncation)	120

**PAPER DISBURSEMENT REONCILIATION SERVICES**

ARP Full Recon Maintenance	174
ARP Full Recon Minimum	25
ARP Partial Recon Maintenance	456
ARP Recon N/S Per Item	13,645
ARP Partial Recon N/S Per Item	942,592
ARP Add / Cancel Entry	985
Positive Pay Transfer Daily Input	12

Positive Pay Transfer Weekly Input	12
ARP Fax Charge	264

#### **GENERAL ACH SERVICES**

ACH Monthly Account	445
ACH Reversal or Deletion	168
Batch Reversal	3
Payroll Taxes	311
ACH Originated Debit	119,892
ACH Originated Credit	794,238
ACH Item Minimum Per File	19
Originated Late File	169
Incoming ACH Credit	10,308
Incoming ACH Debit	63,956
ACH Received Report Monthly Maintenance	12
ACH Received Report - Fax / mail	251
ACH Returned Items	1,964
CAR Report for ACH	192
CAR Report via Mail or Fax	1,071
ACH Data Transmission	817
CAR Report Via Web	100
ACH Setup	3
EPA Implementation	11
EPA Authorization Fee	10
EPA Administration	563
ACH NOCs	1,702
ACH Monthly Base Fee	192

#### **EDI PAYMENT SERVICES**

EDI Monthly Fee	12
EDI Remittance VIA Web	49
EDI Remittance and Fax	251
EDI Report Per Page	878

**WIRE AND OTHER FUNDS TRANSFER SERVICES**

Domestic Wires (repetitive)	438
Domestic Wires (repetitive)	267
International (non-repetitive)	5
Internal Transfers	330
Wire Transfers Outgoing	36
Incoming Fed - Manual	262
Wire Transfers - Incoming	454
Wire Mail Advice	49
Internal Non-Repetitive	5
Internal Repeat Wires	254
Wire Maintenance - Web	38

**INFORMATION SERVICES**

BAI File Transfers	791
Previous Day Reports	223
Intraday Report	24
File Transfer Fee	161
BAI Per File Transfer	250
Info Reporting - Client	24
Account Maintenance Base Fee	96
Info Reporting Base Fee	2,161
BAI File Transfer Per Detail	1,030,136
Previous Day Detail Items	308,542
Intraday Detail Items	19,730

## 2. Negative Collected Balance Charges

This charge will be based upon the fixed or variable rate submitted by the Bank and will be charged only if the average monthly collected balance, as shown on the consolidated account analysis for all accounts, is negative. For evaluation purposes, the "negative collected balance charge" will not be considered by the Director in determining least cost to the County.

## 3. Earnings on Collected Balances

The above monthly charges will be offset by any earnings on collected balances maintained by the County in accordance with the formula and rate submitted by the Bank. A one million dollar average monthly collected balance will be assumed.

## 4. Line-Of-Credit

The line-of-credit borrowing rate will be applied against the negative balance in the controlling warrant account, which will correspond to the total warrants cleared for all warrant accounts each day. The County may use the line-of-credit to control balances in the general account.

### **PART D - Warrant Interest Rate**

This is the rate or rates of interest to be charged by the Bank for warrants issued on King County Accounts which the Director designates as interest bearing warrant(s). The Bank must specify the rate and any dollar, time or other limitations on interest bearing warrants which can be held by the Bank for individual funds, districts or in total and what actions it proposes to take should these limitations prevent the Bank from holding any interest bearing warrant. Such actions must include a good faith effort to cooperate with the County 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 Financial Management Division of the Finance Department.

For evaluation purposes, "warrant interest rate(s)" will not be considered by the County in determining least cost to the County.

### **PART E - Daylight Overdraft**

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

### **PART F – Optional and Other services**

For any service proposed that is outside the primary service requirements outlined in Section III, the county will review and determine whether to accept that service in the overall evaluation of the proposal. In the case of a proposed optional or other service that the county is interested in accepting, the county will determine the net monthly cost of those services by subtracting the Director's estimate of the monthly benefit to the county of the service from the proposed monthly fees for the service. The county may decide to include an optional or other service as an add-on to the primary services of this contract or, if feasible, to contract for that service separately.

### **PART G - Conditional Proposals**

If a proposer specifies any conditions or limitations on any of the services (required or optional) that it proposes, the County reserves the right to 1) reject the conditional proposal or 2) to determine the cost associated with each condition or limitation and add that cost to the Bank's proposal.

### **PART H – Exhibits**

1. Vendor Qualifications
2. Vendor Cost Proposal
3. Form of Contract
4. County Council Districts
5. Daily Warrant Borrowings

6. Daily Warrant Redemptions
7. Daily Collected Balance – Main Account

**SECTION IV - 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 bid 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 Contractor or Supplier" (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://bdcc.metrokc.gov/bred/Lists/SCS%20Certified%20Contractors/Public%20View1.htm> or contacting the BDCC office at (206) 205-3443.

In the evaluation of proposals, ten 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, ten (10) 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-Contractor Name	Contact Name / Phone	Work to be performed	Percentage of Total Hours

SCS participation shall be counted only for SCSs 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.

**SECTION V - REQUIRED FORMS**

The following completed forms will be required from the **selected bank(s)**, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-9291 or Roy L. Dodman at 206-263-9293, or by sending an e-mailed request to [cathy.betts@kingcounty.gov](mailto:cathy.betts@kingcounty.gov) or [roy.dodman@kingcounty.gov](mailto:roy.dodman@kingcounty.gov)

## SECTION VI - PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."
- D. Three (3) copies of proposal response.
- E. One (1) CD-ROM, with either one (1) Excel version of the proposal, one (1) Microsoft Word version of the proposals (2000-2005 edition), or both.
- F. Complete the Proposal Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

<b>U R G E N T – SEALED PROPOSAL ENCLOSED</b>	
<b>Do Not Delay – Deliver Immediately</b>	
<b>U R G E N T</b>	<div style="display: flex; align-items: center;">  <div> <p>King County Procurement &amp; Contract Services Section Chinook Bldg, 3<sup>rd</sup> Floor, 401 Fifth Avenue CNK-ES-0340 Seattle, WA 98104-2333</p> </div> </div>
	<p><b>RFP No. RFP 1134-08RLD</b></p> <p><b>RFP Title Banking Services</b></p> <p><b>Due Date</b></p> <p><b>Vendor</b></p>
<b>U R G E N T</b>	

## EXHIBIT 1 – SAMPLE CONTRACT

The following Sample Contract for Technical Services is provided to inform proposers of the expected terms and conditions required by the County. This contract represents the contractual language approved by various representative agencies and departments within the County. Based on this approval, the County does not encourage deviations from the terms and conditions contained in the contract. Requests for changes or modifications could create delays in the contracting process with the selected contractor, and may result in the cancellation of negotiations with the top-ranked proposer.

This contract is being provided for informational purposes only, and does not need to be returned to the County with the RFP and submitted proposal.



# ATTACHMENT <sup>B</sup>



King County

# 12945

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

## REQUEST FOR PROPOSAL March 3, 2009

DATE ADVERTISED: TBD, 2008

RFP Title: **Safekeeping Services**

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Requesting Dept./ Div.: **King County Department of Executive Services – Finance and Business Operations Division**

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RFP Number: **1139-08RLD**

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Due Date: **TBD 2008 – no later than 2:00 P.M.**

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Buyer: **Roy L. Dodman, roy.dodman@kingcounty.gov, (206) 263-9293**

**Pre-Proposal Conference:**

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on TBD, 2008**, in Treasury Conference Room #610 on the 6<sup>th</sup> Floor of the King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section  
 The Chinook Building, 3<sup>rd</sup> Floor  
 401 Fifth Avenue  
 Seattle, WA 98104-2333**

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

**SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)**

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title (Please Print Name and Title)	
E-mail	Phone	Fax
Prime Proposer SCS Certification number (if applicable - see Section IV of this RFP)		
Sub-Contractors SCS Certification numbers (if applicable)		

Office Use Only: NUM 3 CD-ROM 1 CON FED N TERM/YR Y/3-1

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

If you received or downloaded this document in .pdf format, an MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 401 Fifth Avenue, 3<sup>rd</sup> Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding *Safekeeping Services for the King County Department of Executive Services – Finance and Business Operations Division*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

**Submittal:** King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original and three (3) copies* of the proposal response, data or attachments offered, for *four (4) items total*. The original in both cases shall be noted or stamped "Original". In addition, provide *one (1) CD-ROM*, with either *one (1) pdf version* of the proposal, *one (1) Microsoft Word version* of the proposal (2000-2005 edition), or both.

**Pre-Proposal Conference:** A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on TBD, 2008, in Treasury Conference Room 610, 6<sup>th</sup> Floor of The King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104. See link for driving instructions.  
<http://metrokc.gov/procurement/contact/findus.aspx>.

**Questions:** After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business TBD, 2008 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Senior Buyer [roy.dodman@kingcounty.gov](mailto:roy.dodman@kingcounty.gov) / *Secondary* – Cathy M. Betts, Buyer [cathy.betts@kingcounty.gov](mailto:cathy.betts@kingcounty.gov). Questions may also be sent via email to the address above.

## SECTION I - GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County will not make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.

- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Executive Services, all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP as issued by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer  
(206) 263-9293  
roy.dodman@kingcounty.gov

or

Cathy M. Betts / Buyer  
(206) 263-9291  
cathy.betts@kingcounty.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling the Procurement Receptionist at 206-263-9400 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-263-9400.
- Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

#### Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding

calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Department of Executive Services and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. **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 and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a convenience to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a Proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* register with the County via the Procurement website. To register, access "Contact Us" on the left side of the screen, then "Vendor Registration". As this point you will need to submit complete information regarding your company and primary contact, as well as additional information you feel is relevant. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Records Act (RCW 42.56) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public. King County may request an electronic copy of your proposal response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional

sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If 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 fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of proposals. Any pre-packaged material received by a potential proposer prior to the receipt of proposals shall not be reviewed by the County.
- W. Proposal Identification Label: Please see the Identification Label on the last page of Section VI.

## SECTION II - PROJECT SPECIFICATIONS AND SCOPE OF WORK

### PART A - Definitions

1. **"Bank"**. The financial institution which is selected to provide Safekeeping services to the County.
2. **"Business Day"**. Any day on which the County is open for business.
3. **"Contract"**. The Safekeeping Services Agreement.
4. **"Director"**. The Director 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 Treasurer (Chapter 36.29 RCW). The Director performs the functions of treasurer of the County and ex officio treasurer of all school and other special purpose districts within King County.
5. **"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 bank must follow the same in response to this RFP.

### PART B - Background

Chapter 4.14 of the King County Code requires King County (the "County") to acquire its safekeeping services through a competitive process every five years. The County by way of this document solicits proposals for the provision of safekeeping services during the period October 1, 2008 through September 30, 2013.

### PART C – Solicitation Calendar – Tentative Schedule of Events

1. **April 15, 2008** - King County Procurement and Contract Services Section shall distribute Request for Proposal document to all interested banks.
2. **May 7, 2008, 2:00 P.M.** - Treasury Conference Room #610, King County Administration Building - A conference will be conducted with all interested banks to answer questions on the form and content of the Request For Proposal. Attendance is strongly urged. If any changes to the specifications result, they will be reduced to writing and made available as addenda to these Proposal Documents to all banks who have received an Request for Proposal. Participating banks will be asked to sign a receipt for the addenda to the Proposal Documents.
3. **May 29, 2008, 2:00 P.M.** – Proposals for the provision of safekeeping services will be due at this time. All proposals received later than this time will be returned to the banks unopened. All proposals must be submitted in sealed envelopes bearing on the outside the name of the bank, the bank's address, and the words "King County Safekeeping Services." The proposal must be signed in the name of the bank and must bear the signature of a person duly authorized to sign the proposal and bind the proposer to its terms. Include the name, office address, and office telephone number of the bank representative qualified to answer questions which may arise during the review process.
4. **June 13, 2008** - The County will evaluate all proposals which were received timely, but reserves the right to reject any and all proposals in whole or, as to items identified as optional, in part, to waive any and all informalities, and to request clarification of minor and non-substantial items.
5. **June 27, 2008** - Award of Contract will take place on or before this date. It is expected that Contract execution will be within 30 days of the award.

### PART D - Terms and Conditions

1. The safekeeping services Contract entered into between the County and the Bank will be in substantially the form of the attached Form of Contract (attached as Exhibit 1 to this RFP); provided the terms and conditions contained in the original RFP and any addenda thereto are incorporated into the Contract as if fully set forth therein.

In the event that the Bank to which the Contract is awarded does not implement the safekeeping services Contract on October 1, 2008, or there is reasonable indication that the Bank is performing in such a way that implementation is not likely to occur on the scheduled date, the County may give notice to the Bank of intent to award the Contract(s) to the qualified bank with the next best proposal or to call for new proposals, and may proceed to act accordingly.

2. Statistics are contained in these Proposal Documents in order to provide as much information as possible to qualified banks. The information contained herein is, to the best of our knowledge, a true representation of historical experience, but the County is in no way representing that these statistics will hold true for the future.
3. Banks shall thoroughly examine and be familiar with these specifications. The failure or omission of any proposer to receive or examine these documents shall in no way relieve any proposer of obligations with respect to these proposed documents or the Contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.
4. The Bank, its officers, agents, and employees, shall maintain the confidentiality of all information provided by the County or acquired by the Bank in the performance of the Contract, except upon the prior written consent of the King County Treasury Section or pursuant to an order entered by a court after having acquired jurisdiction over the County. The Bank shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information
5. The provisions in the Request for Proposal and Contract represent the entire and integrated agreement between the County and Bank and supersede all prior agreements. The term of the Contract(s) is for five years from the date of October 1, 2008. However, the parties agree that the County shall have the option to extend the terms and conditions of the Contract beyond the expected expiration date of the Contract on a month-to-month basis. To exercise this option, the County shall notify the Bank of its intention to exercise its option 30 days prior to the expiration of the Contract and thereafter by the 20th day of each successive month the Contract is extended.

#### **PART E - Evaluation Criteria**

Proposals received from qualifying banks must be responsive to all requirements delineated in the Proposal Documents. Responsive proposals will be evaluated on the basis of the least cost to the County as determined by the Evaluation Committee (See V.C. below).

#### **PART G - Proposal Documents**

1. Vendor background and qualifications (Exhibit 2)
2. Vendor Cost Proposal (Exhibit 3)

### **SECTION III - SAFEKEEPING REQUIREMENTS—PRIMARY SERVICES**

#### **PART A - Account Maintenance**

The County currently maintains a single safekeeping account into which all securities, except those used as collateral for repurchase agreements, that are purchased for the County and the Special Purpose Districts are safekept. The County currently uses tri-party repurchase agreements to provide for the safekeeping of securities purchased on repurchase agreements and are not kept in this account. In order to provide safekeeping service, the Proposer, or the Proposer's agent, must:

1. Maintain a Federal Reserve Account in order to handle book entry security transactions. The proposer will act as trustee for securities purchased by the County, necessitating that the Federal Reserve account into which the securities are transferred, be separate from the account into which the bank safekeeps its own securities.
2. Be able to safekeep physical securities in New York City either through its own facilities or through a correspondent relationship with a New York bank.
3. Dedicate a single individual solely to maintaining the County's account because of the volume of trade activity. This individual must be available by telephone during the hours 7:00 A.M. - 4:00 P.M. Pacific Standard Time. The proposer will provide adequate backup to ensure that the County's account is maintained during any absences of the individual dedicated to the account.
4. Provide to the county on a daily basis a valuation of all securities held in safekeeping. The provider can utilize any generally recognized pricing source, including brokers, dealers, and pricing services.

#### **PART B - Safekeeping Services**

1. The Bank will act as safekeeping agent for the receipt and deposit of securities for the County. The Bank is authorized to use a New York City correspondent bank as their agent to take possession of physical securities in New York City for us.
2. The Director, or an individual designated by the Director, will provide specific instructions via telephone, electronic facsimile (FAX), or via electronic mail (email), for each purchase or sale of a security. These instructions will include the face amount of the security, the coupon, cost, description, and any other pertinent information.
3. Security purchases will be made on a delivery vs. payment (DVP) basis. The bank will not make payment for the securities until the securities have actually been received. Receipt can occur either at the Bank itself, a correspondent bank in New York City, or in the Bank's account on the books of the Federal Reserve Bank for book entry securities.

All telephone instructions will be confirmed the same day in writing via FAX or email. Notification of all purchases and sales will be given only in writing, generally one business day prior to security transfer. Telephone and written instructions will only be given by, and only accepted from, the persons identified by the County in writing. The Bank will not deliver securities being sold by the County nor pay out money for securities being purchased by the County until the Bank receives payment or the securities, respectively.

Payment of monies, receipt of monies, or transfer of securities will not occur unless the security received or delivered identically matches the County's description and the exact amount of money the County specifies is delivered or accepted, except that the Bank will accept money discrepancies of \$1.00 or less per security. The Bank will accept wired book entry securities delivered to the Bank for the County each day as long as the Federal Reserve wire system is in operation.

The Bank will refuse to accept any physical security to be held for the County if it arrives with markings on it or its container stating that the security is the property of an entity other than the Treasury Division Director of King County, Washington, or the broker/dealer from which the County is purchasing the security.



Whenever securities are directed to the Bank or the Bank's correspondent bank for our account, the Bank and the Bank's correspondent bank are automatically on notice that the County has a first priority secured interest in the securities, and that the Bank and the Bank's correspondent bank hold those securities for the County.

4. Book entry securities are to be safekept in a trust account at the Federal Reserve Bank, in accordance with Section II A.1 of this RFP, with an entry in the Bank's books reflecting that the Bank holds those particular securities (or a quantity of securities that are part of a fungible bulk of government book entry securities) for the County.
5. Physical securities being held in the Bank's trust department, or in the trust department of the Bank's correspondent bank, in all cases are to be marked with the notation on their face or conspicuously on their container that they are "property of King County Treasury Division, King County, Washington" from the time of the Bank's receipt of the security until the Bank delivers the security as instructed by the County.
6. A fail occurs when the seller of a security fails to deliver the security purchased either to the Bank, a correspondent bank, or the Federal Reserve Bank. The Bank must notify the Director or the Director's representative by telephone of all fails by 8:00 A.M. Seattle time one business day following the fail.
7. On the day of the Bank's receipt of securities for the County's account, the Bank will send the County either by courier or by electronic means, an individual safekeeping receipt of each security received for the County's account, and stating that the Bank has identified those securities on the Bank's books as belonging to the County.
8. The Director shall direct that the County's brokers/dealers deliver all securities that are to be held by the Bank for the County to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in the case of book entry securities; and to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in the case of physical securities to be held in New York City

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. The Director shall direct the County's brokers/dealers that all repurchase monies are to be wired to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for book entry Securities held by the Bank; and to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for physical securities held in New York City.

The Bank will credit the County's account \_\_\_\_\_ immediately when the Bank receives payments for the County.

10. The Bank will work with the Director in order to ensure that the safekeeping arrangement does not adversely affect the daylight overdraft situation at the Director's concentration bank.

11. The Bank will include, with the monthly account analysis, a separate schedule or other support document that clearly shows and details the previous month's charges.
12. The Bank will allow physical inspection by the County or the County's agents to verify segregation of the County's securities at any time during regular banking hours without prior notice and without charge to the County. The Bank will cooperate with the County in physically spot-checking the Bank's account at the County's correspondent bank and the Seattle Fed without notice to those entities, in order to confirm that they are holding for the Bank the proper quantity of a bulk of similar securities of which the County's securities are a part.
13. The following addresses shall be used for mailing of notices under an Agreement resulting from this RFP:

Cash Management Supervisor  
King County Treasury Division  
613 King County Administration Building  
500 4th Avenue  
Seattle, WA 98104

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14. By November 1, 2008 and every November 1st thereafter for the duration of this Contract, the Bank shall procure for the County a "letter of opinion" from an independent outside accounting firm regarding the sufficiency of the system of internal accounting control utilized by the Bank in relation to its obligation and services under the Contract.

**PART C - Optional Services**

The County is asking respondents to include in their proposal as an optional service the provision of various investment portfolio evaluation reports. These reports would be produced on a daily basis and provide, at a minimum, the pool's yield, duration, and convexity. Each report should measure the county's performance relative to a pre-established benchmark provided by the county.

The County will also own securities not held by the safekeeping bank. These will most likely be in the form of Certificates of Deposits, Third-Party Repurchase Agreement and investments with the State of Washington Local Government Investment Pool (LGIP). The County is asking that respondents also include pricing for recording and including in all reports these securities owned by the county but not held by the safekeeping bank.

While it is the county's goal to award all services to one institution, as noted above, the county may elect to award separate contracts for the primary Banking Services as outlined in this RFP and for any of the described optional services proposed by individual Banks. Any separate awards made would still follow the Evaluation Criteria outlined below, to be utilized independently in the review of primary and optional services.

**PART D – Proposal Evaluation**

1. The proposer must satisfy the service requirements detailed in Section III in order to qualify for further consideration.
2. An evaluation committee will perform evaluation of each response.

The evaluation will evaluate the proposals using the following criteria:

General qualifications / experience of the vendor	30 points
Vendor's response to the RFP	10 points
Pricing	60 points
SCS Participation (see Section IV of this RFP)	10 points
Total Written Evaluation scoring	110 points

If an award is not made based on the written evaluations alone, oral interviews may be conducted with the top-ranked proposers. If interviews are conducted, they shall have a value of 40 points. Final award would then be based on the sum total of the written evaluations and oral interview scores.

In determining the cost of services for evaluation purposes, the County will use the rates and formulas as proposed by the Bank on the Proposal Form for the services and assumed annual volumes listed below.

<u>Descriptions</u>	<u>Assumed Annual Volume</u>
Depository Eligible Transactions	238
Depository Ineligible Transaction	2
Wire transfers	89

#### **PART E - Conditional Proposals**

If a proposer specifies any conditions or limitations on any of the services (required or optional) that it proposes, the County reserves the right to 1) reject the conditional proposal, or 2) to determine the cost associated with each condition or limitation and add that cost to the Bank's proposal.

#### **PART F - EXHIBITS**

1. Vendor Qualifications
2. Vendor Cost Proposal
3. Form of contract

#### **SECTION IV - 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 bid 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 Contractor or Supplier" (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://bdcc.metrokc.gov/bred/Lists/SCS%20Certified%20Contractors/Public%20View1.htm> or contacting the BDCC office at (206) 205-3443.

In the evaluation of proposals, ten 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, ten (10) 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-Contractor Name	Contact Name / Phone	Work to be performed	Percentage of Total Hours

SCS participation shall be counted only for SCSs 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.

#### SECTION V - REQUIRED FORMS

The following completed forms will be required from the **selected bank(s)**, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form (if applicable)
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-9291 or Roy L. Dodman at 206-263-9293, or by sending an e-mailed request to [cathy.betts@kingcounty.gov](mailto:cathy.betts@kingcounty.gov) or [roy.dodman@kingcounty.gov](mailto:roy.dodman@kingcounty.gov)

#### SECTION VI - PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."
- D. Three (3) copies of proposal response.
- E. One (1) CD-ROM, with either one (1) Excel version of the proposal, one (1) Microsoft Word version of the proposals (2000-2005 edition), or both.

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

<b>URGENT – SEALED PROPOSAL ENCLOSED</b>	
<b>Do Not Delay – Deliver Immediately</b>	
<b>U R G E N T</b>	 King County
	King County Procurement & Contract Services Section Chinook Bldg, 3 <sup>rd</sup> Floor, 401 Fifth Avenue CNK-ES-0340 Seattle, WA 98104-2333
	<b>RFP No. RFP 1139-08RLD</b>
	<b>RFP Title Safekeeping Services</b>
	<b>Due Date</b>
	<b>Vendor</b>

**EXHIBIT 1 – SAMPLE CONTRACT**

The following Sample Contract for Technical Services is provided to inform proposers of the expected terms and conditions required by the County. This contract represents the contractual language approved by various representative agencies and departments within the County. Based on this approval, the County does not encourage deviations from the terms and conditions contained in the contract. Requests for changes or modifications could create delays in the contracting process with the selected contractor, and may result in the cancellation of negotiations with the top-ranked proposer.

This contract is being provided for informational purposes only, and does not need to be returned to the County with the Request proposal.