



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion 16385

Proposed No. 2023-0137.2

Sponsors McDermott

1 A MOTION approving the financial services specifications
2 to solicit proposals from commercial banking institutions to
3 provide financial services to the county and the evaluation
4 criteria to be used to score proposals submitted by
5 commercial banking institutions.

6 WHEREAS, K.C.C. 4.14.020 requires that at least every seven years the county
7 competitively procure the financial services to be provided to the county provided by a
8 commercial banking institution, and

9 WHEREAS, the executive is planning to issue a request for proposals for
10 financial services for the period of January 1, 2024 through December 31, 2030, and

11 WHEREAS, K.C.C. 4.14.040.A. requires the director of the finance and business
12 operation division develop the financial services specifications, stating the county's needs
13 and the responsible banking qualification requirements of the county, and the evaluation
14 criteria to be used to score proposals submitted by commercial banking institutions, and

15 WHEREAS, K.C.C. 4.14.040.B. requires the specifications and evaluation
16 criteria be reviewed and approved by council motion before the director may solicit
17 proposals to provide financial services to the county from commercial banking
18 institutions;

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

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20 The council approves of the specifications and evaluation criteria proposed by the
21 director of the finance and business operation division set out substantially in the form of
22 Attachment A to this motion to be used for the solicitation of proposals from commercial


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- 23 banking institutions to provide financial services to the county for the period of January
24 1, 2024, through December 31, 2030.


Motion 16385 was introduced on 4/4/2023 and passed by the Metropolitan King County Council on 7/11/2023, by the following vote:

Yes: 9 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry, McDermott, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

E76CE01F07B14EF...
Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Pedroza, Clerk of the Council

Attachments: A. 2023-0137 Banking Services Specifications and Evaluation Criteria, dated June 28, 2023

SECTION 2 BANKING SERVICES RFP SCOPE OF WORK**2.1 Minimum Requirement**

- A. Proposer shall be a federally, or a State of Washington, chartered bank with branch banking facilities located within King County. If the headquarters office of the Proposer is not located inside the County limits, branch banks of the Proposer located within the County shall be able to offer the full range of banking services required by this Request for Proposals ("RFP"). Branch banks must, at a minimum, accept cash and check deposits, offer cash and coin exchange, provide notary services, provide signature/medallion services, and provide petty cash check negotiation. Any question as to whether a Proposer meets this qualifying condition may be submitted to the Contract Specialist in writing before the 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 agencies and other taxing Special Purpose Districts ("Districts").
- B. **Exhibit D** is a map of the King County boundaries and major populated areas. Proposers shall have, at the time of submittal and for the duration of the Contract, branches throughout the major populated areas of King County.
- C. Proposer must be a qualified public depository as defined by Chapter 39.58 RCW that meets the most recent minimum collateralization percentage for deposits established by the latest resolution of the Washington state Public Deposit Protection Commission. Proposer must also have a capital structure sufficient to support the bank activity of King County, which can include deposits of up to \$1 billion and electronic transfer activity of several hundred million dollars.
- D. Proposer meets the capital requirements and liquidity regulatory cover ratio (LCR) requirements for commercial banking institutions as established by the latest public rule published by the Office of the Comptroller of the Currency, the U.S. Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation
- E. Proposer must have a long-term issue rating that is in the A rating category for Moody's and Standard & Poor's.
- F. Proposer must have Community Reinvestment Act rating of "outstanding" within an assessment area that includes King County.

2.2 Public Deposit Protection Act and King County Title 4 Revenue and Financial Regulation

- A. Proposer shall comply with all applicable federal, state, and city laws, ordinances, rules, and regulations (and all amendments) including but not limited to the Washington Public Deposit Protection Act (Chapter 193, Laws of 1969, First Ex. Session as amended, Chapter 39.58 RCW). It shall be a qualified public depository as defined in the Washington Public Deposit Protection Act with a capital structure sufficient to support the bank activity of King County which can include deposits of up to \$1 billion and electronic transfer activity of several hundred million dollars. The Proposer shall maintain a capital structure sufficient to support the County's deposits during the term of the Contract. See **Exhibit B** for the 2022 Daily Balance Report for the County's Main Account with the

County's incumbent banking contractor ("Incumbent Contractor"). For the purposes of the RFP, Main Account means the County's primary bank account.

- B. Proposer shall be familiar with King County Title 4, Revenue and Financial Regulation, Chapter 4.14 found at:
https://aqua.kingcounty.gov/council/clerk/code/07_Title_4.htm#_Toc412720787

2.3 Proposer Requirements – Required Personnel

- A. If awarded the financial services contract, which is the subject of this RFP, all of the Proposer's personnel identified in response to the requirements of this Section 2.3 shall be available to respond promptly to the County's inquiries and will be regularly attentive to the County's account(s). They must also have experience with complex government or corporate accounts, and the authority to resolve potential account issues. If, during the duration of any contract, the personnel identified by the Proposer are replaced, the County shall be notified with the name of the replacement and a description of how the replacement meets the applicable requirements of this Section 2.3.
- B. Proposers shall identify the local individual to act as an account manager who is knowledgeable of and certified in the handling of cash management products and the technologies that will be utilized to support the services being offered to the County.
- C. Proposer shall identify a minimum of one (1) Customer Service Representative(s) ("CSR") who is assigned to the County's account(s) and familiar with the County's business requirements as outlined in this RFP. At a minimum, the representative(s) shall be available from 8:00 AM to 5:00 PM, Pacific Time Monday through Friday. The CSR shall be responsible for resolving day-to-day operational processing issues on the County's account(s).
- D. Proposer shall describe a same-day resolution plan, outlining the steps to resolve problems about the County's account(s) and a plan for resolution of the problem with an assigned "Case Manager" with the appropriate resources who will be responsible for providing daily status updates if same-day resolution is not achieved.
- E. Proposer shall identify the Automated Clearing House ("ACH") Accredited ("AAP") - ACH CSR who is assigned to the County's account(s). In lieu of ACH Accreditation, the County will accept an individual who can demonstrate an equivalent depth of knowledge and experience. At a minimum, the AAP - ACH CSR shall meet the following requirements:
 - a. Available from 8:00 AM to 5:00 PM, Pacific Time Monday through Friday;
 - b. Assist the County in the interpretation of the ACH Rules;
 - c. Assist with ACH File formatting issues;
 - d. Assist with County ACH research requests;
 - e. Willing to be embedded within the ACH processing unit; and
 - f. Be familiar with the County's ACH processing requirements as outlined in this RFP.

2.4 Community Reinvestment Plan

- A. Proposer shall be capable of delivering a presentation to the County's executive finance committee, at least once a year, that includes an update of the community reinvestment plan and a report on the progress of fulfilling commitments in the plan.
- B. Proposer must provide documentation that the Proposer has a current Community Reinvestment Act rating of "outstanding" from the U.S. Office of the Comptroller of the Currency, the U.S. Federal Reserve Bank, or other applicable federal regulatory agencies. The "outstanding" rating shall apply to a rating assessment area that includes the geographical boundaries of King County.
- C. Proposer must provide a community reinvestment plan describing past performance and proposed initiatives within King County related to lending, investing, and providing community banking services to traditionally underserved and disadvantaged communities.
 1. Proposer shall highlight performance over the previous three (3) years and include clear and measurable goals or standards to demonstrate for the duration of the contract period that the Proposer will make good faith efforts to follow through on commitments and elements of the plan. These goals fall into three categories: lending, investing, and services.
 2. Proposer shall describe the approach used by the Proposer to determine the geographic boundaries and socioeconomic distribution of its lending, investing, and services.
 3. Proposer shall provide a summary of the Proposer's most recent submission intended to obtain a rating with respect to the Community Reinvestment Act rating process for an area that includes King County. All data and reporting within the plan shall focus on actions the Proposer is taking, or planning to take, to improve access to bank services and to increase opportunities for building assets and providing credit in low-income and racially diverse areas throughout King County.
- D. Other specific components of the community reinvestment plan required by the County:
 1. Lending
 - a. Proposer shall provide a detailed description of mortgage-lending efforts and products, including innovative loan products with more flexible terms, and how these efforts and products are meeting the credit needs of low and moderate-income individuals and geographies.
 - b. Proposer shall provide a detailed description of how its community development lending, helps develop affordable housing, helps nonprofit organizations and private facilities expand job creation, and supports services for working families to increase economic stability; and
 - c. Proposer shall provide a detailed description of how its small business lending, particularly those in low-income and minority census tracts, fosters and supports minority and women-owned businesses and creates jobs.
 - d. Proposer shall provide a detailed description of its lending to finance improvements to public infrastructure within the County.

2. Investing

- a. Proposer shall provide a detailed description of how its tax credit investments, grants, corporate giving activities, and nonprofit sponsorships, provide and promote affordable housing, encourage self-sufficiency, and foster economic development.
- b. Proposer shall provide a detailed description of how its grants and corporate giving activities, provide or promote improvements to public infrastructure within the County.

3. Services

- a. Proposer shall provide a detailed description of how its programs and community partnerships provide for small-business development, workforce development, capacity building, and asset development.
- b. Proposer shall provide a detailed description of its community services involving Proposers' employees, including participating in consumer training or seminars, home-buyer seminars, tax-preparation services, and financial education for students and serving on nonprofit boards and committees.
- c. Proposer shall provide a detailed description of the Proposer's efforts to address the credit needs of low- and moderate-income individuals and geographies, including, but not limited to: affordable check cashing, alternatives to payday loans and prepaid debit cards, public outreach, and education opportunities aimed at assisting distressed home mortgagors.
- d. Proposer shall provide a detailed description of the Proposer's efforts to reach individuals with limited English proficiency and provide lending, investing, and community banking services to such individuals.

4. Branch Offices

- a. Proposer shall provide a detailed historical record of all opening and closing of branch offices for the past five (5) years and the economic study data used to support each opening or closing and whether these changes have had a positive or negative effect, particularly in low- and moderate-income geographies.

2.5 Banking Service Requirements

A. Account Maintenance.

The County presently maintains over 350 bank accounts with various branches of its Incumbent Contractor. The County encourages Districts to maintain their accounts with the Incumbent Contractor, minimizing the number of accounts held at other financial institutions. The County reserves the right to maintain accounts with other financial institutions to consolidate deposits made by Districts that choose not to bank with the awarded Proposer.

The County will take the steps necessary to facilitate the quickest possible collection of deposits. In addition to the deposits made by the County and those made into zero balance accounts, several County agencies, and Districts deposit amounts into accounts

at other local financial institutions and subsequently transfer these amounts to the Main Account.

1. Proposer shall provide a detailed description of how the Proposer shall provide timely and professional handling of deposit services for any of the County's accounts at all branch locations.
2. Proposer shall provide a detailed description of how the Proposer shall, if the County determines that deposit services are not meeting the expectations of the County, the Proposer will resolve this deficiency in delivery expectations.
3. Proposer shall provide a detailed description of how the Proposer shall determine the County accounts' collected balances; which shall include that the Proposer shall provide the actual funds' availability which shall be at least the greater of the two values between the interim and the collected balances, as shown in the Proposer's most recent availability schedule report.
4. Proposer shall provide a detailed description of how the Proposer shall ensure that all deposits received at its main vault or other designated deposit facility by 6:00 PM shall be included in the determination of the County accounts' ledger balances for the same day.
5. Proposer shall provide a detailed description of how the Proposer shall give same-day ledger credit for amounts deposited at any of its branches by the closing time of that branch's latest opened, staffed facility.
6. Proposer shall provide a detailed description of how the Proposer shall ensure that cash deposits for the Main Account are securely transported to the Proposer.
7. Proposer shall provide a detailed description, and sample of, the submittal form documenting the latest time that deposits shall be accepted at its operations center for same-day credit.
8. Proposer shall provide a detailed description of how the Proposer is capable of accommodating multiple sites with "on-site electronic deposits".
9. Proposer shall provide a detailed description of when and how deposit discrepancies shall be communicated to the County related to the adjustment posting to the accounts.
10. Proposer shall confirm that it is capable of accepting Canadian funds.
11. Proposer shall provide a detailed description of when, how, and what information the Proposer will provide to the County when notifying the County of any deposited items returned as unpaid.
12. The County and Districts, on occasion, come into possession of contaminated currency due to law enforcement activity, unclaimed property escheatment, or other government activity. The Proposer shall confirm that it is capable of accepting contaminated currency as lawfully held U.S. currency that may pose a health or safety hazard due to known or suspected contact with a chemical, radioactive, or biological substance.

B. Balance Information.

Currently, the County receives activity information for 54 accounts, including the warrant accounts. The average file contains about 5,000 records.

1. Proposer shall confirm that it is capable of making an electronic file available in Bank Administration Institute ("BAI") format, showing all detail of all accounts specified by the County by 6:30 AM the following business day.
2. Proposer shall confirm that it is capable of utilizing a File Transfer Protocol ("FTP") to send and retrieve files with the County.

C. Zero Balance Accounts.

Currently, the Incumbent Contractor automatically transfers the ending balances of about 200 accounts to and from the Main Account each day.

1. Proposer shall confirm that that it is capable of providing and managing zero balance deposit accounts.

D. Other Accounts.

1. The County, its agencies, and its Districts shall maintain other groups of accounts. These will include at a minimum:

a. Controlled Disbursement accounts:

The primary disbursement mechanism for the County and its agencies and Districts will remain as the warrant. The County currently has 32 warrant accounts. These accounts cannot accept electronic disbursements of any kind. The Proposer must demonstrate that it will block ACH debits from being charged to these accounts.

b. Revolving:

These accounts include interest-bearing checking accounts, money market deposit accounts, savings accounts, and petty cash accounts.

c. Payroll:

The County currently has 72 accounts used for processing direct deposit of payroll.

d. Trust:

The County uses these accounts to hold various monies in trust primarily for retainage purposes. The County currently has 17 accounts for this purpose.

E. Bank Statement.

1. Proposer shall confirm that it is capable of producing a Main Account monthly bank statement containing, at a minimum, a list of all deposits and withdrawals to the Main Account, or a monthly statement that shows the total amount in the Main Account that, provided that it is accompanied with a subsidiary statement that lists all deposits and withdrawals to the Main Account in detail.
2. Proposer shall confirm that it is capable of producing monthly bank statements for accounts other than the Main Account which can be provided at the individual agency level.

3. Proposer shall confirm that they are capable of providing all reports electronically in either an Excel, Macro enabled, spreadsheet format and PDF format.

F. Account Analysis.

Currently, the County has established 24 separate subdivisions.

1. Proposer shall confirm that all reports shall be available in both a PDF format as well as in an electronic Excel, Macro enabled, spreadsheet format.
2. Proposer shall provide a detailed description of when and how the Proposer shall provide the County with a detailed account analysis after the end of the month.
3. Proposer shall provide a detailed description of when and how the Proposer will provide a detailed description of all analysis documenting all activity levels and charges for all accounts in use by the County.
4. Proposer shall confirm that it is capable of responding to, and within what timeframe, ad-hoc requests for activity information that is not part of the Proposer's standard account analysis, e.g., balance reporting charges and ACH activity, shall be provided in a supplemental report format.
5. Proposer shall confirm that any monthly account analysis shall include a consolidated report summary that shows the total activity levels and charges for all County bank accounts.
6. Proposer shall confirm that it is capable of providing a summary and detailed analysis of all activity charges.
7. Proposer shall confirm that it is capable of providing the County, County Auditor, State Auditor, and representatives and third parties authorized by the County, County Auditor, and State Auditor, access to and the right to examine any records that support the monthly analysis in a timely manner.
8. Proposer shall confirm that it is capable of segregating and formatting the data included in any analysis associated with County accounts into separate subdivisions representing various individual Districts or groups of Districts.
9. Proposer shall confirm that it is capable of providing a summary report of costs for all subdivisions.

G. Record Retention.

1. Proposer shall confirm that it is capable of and willing to retain all records related to the performance of a financial services contract with the County for the period required by law.
2. Proposer shall confirm that the County, County Auditor, State Auditor, and representatives and third parties authorized by the County, County Auditor, and State Auditor, shall have the right to examine these records during this period.
3. Proposer shall provide a detailed description of the "Float Analysis" (which must include at a minimum availability and endpoint analysis summaries) capability, reporting, and timing of availability to the County from the Proposer.

4. Proposer shall provide a detailed description of when and how the Proposer shall provide the County with Float Analysis reports.
5. Proposer shall confirm that the County will always receive the most favorable float consideration.

H. Automated Clearing House ("ACH") Services.

The County currently maintains 78 bank accounts provisioned for direct deposit of payroll for the County and Districts. In addition, the County transmits daily, via the Internet, a file of ACH transactions. The Accounts Payable team transmits multiple files daily.

1. Proposer shall confirm that it is capable of providing ACH services via a FTP transfer methodology over the Internet.
2. Proposer shall provide a detailed description of the Proposers ACH service and the deadline for a submitting transmission with a next-day settlement.

ACH Origination	Local Time	Book Transfers	Local Time
Domestic		DDA to DDA	
International w/FX		Loan Transfers	
Same Day Transfer		Loan Advances	

3. Proposer shall provide a detailed sample of the standard electronic report providing detailed addenda records related to ACH debits and credits daily in a .csv or Excel, Macro Enabled, spreadsheet format.
4. Proposer shall provide a detailed description of any ACH debit filter service, including processes required by both the County and the Proposer, that is available to County that will allow certain pre-authorized debits to automatically post to accounts under this contract.
5. Proposer shall provide a detailed description of any ACH debit block service, including processes required by both the County and the Proposer, that automatically returns all ACH debits for all accounts unless directed by the County to allow certain debits to clear.

I. Check Payables.

Currently, two (2) agencies are utilizing check payables, with an average of over 550 checks per month. County reserves the right to expand this service as needed to meet the needs of the County.

1. Proposer shall provide a detailed description of how the Proposer shall provide check printing and mailing services.
2. Proposer shall provide a detailed description of how the Proposer shall provide cashier checks service with overnight mail service. This will be primarily for the partial or full release of funds held in escrow for the County's retainage accounts. The County has requested less than ten (10) in the previous 12 months.

J. Controlled Disbursement.

The County disburses funds to vendors or other payees by issuing warrants for agencies and Districts. Currently, there are 32 accounts on which warrants are issued. The County reserves the right to establish additional warrant accounts in the future as needed. See **Exhibit A** for the 2022 Warrant Bank Account Volumes Report by dollar amount by the day of the Proposer's acceptance.

The occurrence of interest-bearing warrants is rare. The County actively encourages any District with such warrants outstanding for over one week to obtain funds in another manner. The County currently uses a remote disbursement account from which warrants are issued.

Warrant Processing Process

1. The selected Proposer shall be required to hold warrants for one day before presentation to the County.
2. On the banking day following acceptance, the selected contractor shall be required to present in the BAI file the warrants to the County.
3. Upon presentation to the County by the selected Proposer, the County will determine which individual warrants are to:
 - a. Be paid
 - b. Designated as 'interest bearing' and returned to the selected Proposer, or
 - c. The selected Proposer may elect to designate the County as its safekeeping agent to hold interest-bearing warrants until redeemed by the County.
 - d. On the day of warrant presentment to the County, the County will transfer from the Main Account to the selected Proposer any warrant interest due to the selected Proposer from interest-bearing warrants redeemed on that day.
 - e. Warrants drawn on each fund are redeemed in chronological order of presentation with the oldest interest-bearing warrants being redeemed first.
4. Proposer shall confirm that it is capable of accepting all warrants issued on any County account and provide the County with the total amount received for each account by 5:30 AM Pacific Time on the following banking day.
5. Proposer shall confirm that it is willing to present warrants drawn on County accounts only in the manner agreed to with the County.
6. Proposer shall confirm that it is willing to provide the County, by 5:30 AM Pacific Time on the day following the Proposer's acceptance of the warrant, paid data for input into the County's warrant reconciliation system.
7. Proposer shall confirm that data entered into the County's warrant reconciliation system will be included as part of the BAI file provided to the County each day.
8. Proposer shall provide a detailed description of how, and when, if any warrant is not redeemed by the County for want of funds in the fund on which it was drawn, the Proposer would be willing to credit the Main Account in the amount of such unredeemed warrant as of the day of its presentation to the County.

9. Proposer shall provide a detailed description of how, and when, Proposer is willing to accept from the County and return to the endorser all stopped, voided, and canceled warrants, and shall give the County credit for payments made on such warrants.
10. Proposer shall provide a detailed description of how, and when, Proposer shall 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 Proposer.
11. Proposer shall provide a detailed description of how, and when, Proposer would be willing to 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 Proposer.
12. Proposer shall provide a detailed description of any indemnification that it is willing to provide related to check payable Services provided to the County, and to the appropriate District(s) utilizing the service.
13. Proposer shall confirm that it is capable of providing a remote disbursement account.

Please Note: Not being able to provide a remote disbursement account does not remove the Proposer from consideration. However, if the Proposer is unable to provide a remote disbursement account, the Proposer shall confirm that it agrees to the following:

- a. The County establishing a controlling bank account from which monies will be transferred daily to reimburse each warrant account for the warrants that have cleared in the 32 warrant accounts.
- b. The County has the ability at its' discretion to elect each day whether to refund this account by transferring an amount equal to the estimated warrants clearing that day from the Main Account.
- c. If the balance in the controlling account remains negative at the end of the day, that balance shall constitute a borrowing for which the County shall require a \$50 million line of credit, representing the estimated maximum amount of warrants that can clear on a single day.

K. Electronic Deposit Services.

In 2021, the County received over 71,000 payments via electronic lockbox totaling over \$85 million.

1. Proposer shall confirm that it is willing and able to provide electronic lockbox services.
2. Proposer shall provide a detailed description of how it will provide electronic lockbox services.

L. Negative Balances.

Although the County attempts to maintain positive ledger balances, there may be closing ledger balances that are negative in the Main Account.

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

1. Proposer shall confirm their understanding of this aggressive investment strategy and the potential for resulting negative balances.
2. Proposer shall provide a detailed description of how it would approach working with and supporting this aggressive approach to investments.

M. Online Banking.

1. Proposer shall confirm that all transactions conducted by the County will be available for viewing by individuals designated by the County.
2. Proposer shall provide a detailed description of how the County will assign and control online access to information related to accounts at both the individual account, the holistic, and segregated informational levels.
3. Proposer shall confirm that there shall be no restrictions on the number of individuals that can have access to these accounts simultaneously.
4. Proposer shall confirm that access to information is intended to be available 24/7.
5. Proposer shall provide a detailed description of how if the online viewing is unavailable, the Proposer will be able to restore access for all accounts within 12 hours.

N. Positive Pay / Payee Positive Pay.

The County utilizes positive pay on multiple controlled disbursement accounts. A file of warrants (positive pay file) issued will be sent to the selected Proposer several times a day. It is intended for the selected Proposer to utilize the data contained in these files to match the warrants issued with those presented for payment.

In 2022, over 300,000 items in over 30 accounts were processed via positive pay. The County intends to convert these items to payee positive pay to validate the payee's name at some point in the future.

1. Proposer shall provide a detailed description of how, and when the Proposer will notify the County of any warrants that could be potentially fraudulent.

O. Pre-paid Debit Card Services.

In specific situations the County utilizes pre-paid debit cards to distribute both one-time and monthly disbursements electronically to participants of various programs.

1. Proposer shall confirm that it is capable providing and supporting pre-paid debit card programs and all the operational elements associated with such programs.
2. Proposer shall provide a detailed description of how it would support the County's utilize pre-paid debit card programs.

P. Remote Deposit Capture.

The County currently uses onsite remote deposit capture with image cash letter to deposit checks from many locations using dedicated scanners.

On average, over 40,000 checks are transmitted to the bank each month through ten (10) accounts.

1. Proposer shall confirm that it is capable of providing and supporting a remote deposit capture with image cash letter program and all the operational elements associated with such a program.
2. Proposer shall provide a detailed description of how it would support the County’s program utilizing remote deposit capture with image cash letter .

Q. Wire Transfers.

1. Proposer shall confirm that it currently has transfer facilities to any branch of the Federal Reserve Bank.
2. Proposer shall confirm that it currently has Internet capability of initiating and sustaining outgoing transfers and receiving data on incoming wire transfers.
3. Proposer shall confirm that it currently has a redundant, secondary system capable of initiating and sustaining outgoing transfers and receiving data on incoming wire transfers if the primary capability fails.
4. Proposer shall provide a detailed description of how a failover between the primary and secondary backup wire transfer systems would occur to ensure continuity of service.
5. Proposer shall provide a detailed description of the testing procedures, frequency, and results of the last physical test of the failover.
6. Proposer shall provide a detailed description of how incoming wires shall be credited to the County as of the date the Proposer receives the credit.
7. Proposer shall provide a detailed description of how the Proposer shall assure that, except in cases of wire service malfunction or receiving bank system failure, outgoing wires sent under timely and correct wire instructions by the County are received by close of business at the wire destination.
8. Proposer shall describe under what conditions it would be willing and are capable of initiating wire transfers even if such transfers might cause a daylight overdraft.

2.6 Disaster Preparedness

- A. Proposer shall provide a detailed description of its disaster recovery plan that includes off-site recovery facilities and recovery procedures for every service being proposed to the County.
- B. Proposer shall confirm that it is willing to support the County’s disaster recovery plan, which may include access to a branch location for emergency operations and supporting the County’s disaster scenario exercises.
- C. File Formats for County accounts:
 1. Proposer shall confirm that in the event of that its disaster recovery plan has been activated that it will retain the capability to produce data in the following file formats:

Exhibit	Bank Files	File Format	File Type
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C-1	AP XML Warrant Printing AP Cust 005	Minimal variation in the placement of MICR and other key elements from an existing format	N/A
C-2	AP to Bank ACH TS	ACH CCD Format	Fixed position based
C-3	AP to Bank Positive Pay	See KCAP_POSITIVE_PAY_USBANK_TEMPLATE.rtf	fixed position based
C-4	CE Cust 004 Positive Pay	See XXCEPOPAY_TL.rtf	fixed position based
See Attached Exhibit C for details on the listed file formats.			

2.7 Fee Instructions

A. Monthly Direct Pay Basis.

1. Proposer shall confirm its agreement to accept payment for its services provided on a monthly direct payment basis after taking into consideration earnings on collected balances.
2. Proposer shall provide a detailed description of how any rates/service fees related to providing the services proposed in its response to this RFP are to be calculated, applied and able to be audited by an independent third party.
3. Proposer shall confirm that all statements for fees related to services being proposed under this RFP shall be delivered no later than the 20th of the month following the month in which the services were delivered.
4. Proposer shall provide a detailed description of how statements for fees related to services being proposed under this RFP shall be delivered no later than the 20th of the month following the month in which the services were delivered.

B. Warrant Interest Rate.

This is the rate or rates of interest to be charged by the Proposer for warrants issued on County bank accounts and District bank accounts which the County designates as an interest-bearing warrant(s).

1. Proposer shall provide a detailed description of any rate and any dollar, time, or other limitations on interest-bearing warrants which can be held by the Proposer for individual funds, Districts, or in total.
2. Proposer shall provide a detailed description of any actions it proposes to take should there be limitations that prevent the Proposer from holding any interest-bearing warrant.
3. Proposer shall provide a detailed description of any actions, including good faith effort to cooperate with the County, when needing to arrange for another financial institution to hold the warrant(s).

4. Proposer shall provide a detailed description of how it will ensure that financial reports on the Districts issuing warrants and when the warrants will be available for review by the County.

C. Daylight Overdraft.

1. Proposer shall provide a detailed description of its policy towards charging the County in the event a daylight overdraft situation occurs.
2. Proposer shall provide a detailed description of the manner of calculations for and content of all disclosures related to potential charges that could be incurred because of transactions which create an overdraft situation.
3. Proposer shall provide a detailed description of the manner of calculations for and content of all disclosures related to potential charges that could be incurred as a result of transactions which create an overdraft situation related to the release of outgoing wire transfers.

BANKING SERVICES EVALUATION CRITERIA

Each proposal has a total possible score of **1000 points** with the points assigned as follows:

#	Criteria	Proposal Evaluation Criteria	Points
1	Qualifications, Financial Market Stability, and Responses	Proposer's Operational Capability <ul style="list-style-type: none"> • Section 1.16.G. Operation Questions <ul style="list-style-type: none"> ○ Ability to handle King County's deposits and electronic transfers ○ Internal transaction deadlines ○ Account procedures ○ File formats supported ○ Subcontractors ○ Disaster recovery plan ○ Future/innovative services • Section 2.5 Banking Services Requirement • Section 2.6 Disaster Preparedness 	250
		Proposer's Financial Market Stability <ul style="list-style-type: none"> • Section 1.16.D. Financial Market Stability Questions <ul style="list-style-type: none"> ○ Moody's & S&P long term issuer ratings ○ Federal Reserve Board systemically important bank categories ○ Internal policy on collateralization of deposits 	150
		Proposer's Organization and Resources <ul style="list-style-type: none"> • Section 1.16.C. Management Questions <ul style="list-style-type: none"> ○ Organizational background ○ Personnel ○ Locations ○ References • Section 1.16.E. Implementation/Migration • Section 1.16.F. Training • Section 1.26 Financial Resources and Auditing • Section 2.3 Contractor Requirements 	100
2	Community Reinvestment Plan	Proposer's past accomplishments and plan for lending, investing, and community banking services within King County.	250

#	Criteria	Proposal Evaluation Criteria	Points
3	Pricing	Proposal Price, including one-time implementation and/or transition costs and annual operations and maintenance costs. Refer to Criteria in Attachment B, Fee Schedule. For evaluation purposes, "warrant interest rate(s)" will not be considered in determining the least cost to the County.	250
4	Interview/Demonstration (optional)		0
Total Evaluation Points			1000

Certificate Of Completion

Envelope Id: 46569A5DB7A949C683FEBA2D445F770C	Status: Completed
Subject: Complete with DocuSign: Motion 16385.docx, Motion 16385 Attachment A.docx	
Source Envelope:	
Document Pages: 3	Signatures: 2
Supplemental Document Pages: 16	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
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	Cherie.Camp@kingcounty.gov
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Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
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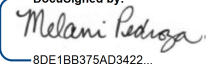
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ID: 03f33a50-16b1-4f63-8d1c-816440eed397

Melani Pedroza
melani.pedroza@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

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Signed: 7/12/2023 1:45:13 PM

Electronic Record and Signature Disclosure:
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ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
cherie camp cherie.camp@kingcounty.gov Legislative Clerk - Ccl King County Council Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/12/2023 1:45:14 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Certified Delivered	Security Checked	7/12/2023 1:45:06 PM
Signing Complete	Security Checked	7/12/2023 1:45:13 PM
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