

# 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: **May 28, 2009**

RFP Title: **Banking Services**

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

RFP Number: **1119-09RLD**

Due Date: **June 30, 2009 – no later than 2:00 P.M.**

Buyer: Roy L. Dodman, [roy.dodman@kingcounty.gov](mailto: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 Thursday, June 11, 2009**, in conference room 610 on the 6th 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 II, <a href="#">Part 6</a> of this RFP)		
Sub-Contractors SCS Certification numbers (if applicable)		
Office Use Only: NUM 3 CD-ROM 1 CON FED N TERM/YR 5 years		

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.

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 Thursday, June 11, 2009, in conference room 610, 6th Floor of The King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104. See link for driving instructions.

<http://www.kingcounty.gov/operations/procurement>, go to Contact Us menu and access Fund Us web page.

**Questions:** After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Monday, June 15, 2009 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 Proposer. 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. King County Invitations to Bid and Requests for Proposal are generally be available for use by all King County Departments, Divisions and Agencies. If a direct contract is ever placed by the County's Transit Division, the selected proposer 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 Proposer 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 five (5) years from the start date of the contract. Prices and/or Fees 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, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/operations/procurement>. Current bidding opportunities and information are available by accessing the “**Solicitations**” tab in the left hand column.

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

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

Full information on vendor registration is available at the website.

If you are viewing a paper version of this RFP, you may download this document at <http://www.kingcounty.gov/operations/procurement>. Navigate to the “Solicitation” web page. There you can view the web pages either as a guest or by logging-in as a registered vendor. Search for 1119-09RLD to access documents specifically for this solicitation and follow the resulting link to navigate to the “Solicitation Details” web page.

- S. 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

- T. 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.
- U. 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

- V. 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.
- W. 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.
- X. Bid/Proposal Identification Label: Please see the Identification Label on the last page of Section II.

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## SECTION II - PROJECT SPECIFICATIONS AND SCOPE OF WORK

### PART 1 - INTRODUCTION

#### A. Definitions

1. **"Bank"**. The qualified public depository which is selected to provide banking services to the Manager.
2. **"Business Day"**. Any day on which the County is open for business.
3. **"Contract"**. The Banking Services Agreement.
4. **"King County Accounts"**. All accounts for which the Manager 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 Manager from obtaining services from any other bank.
5. **"Manager"**. The Manager of the Treasury Section, Financial and Business Operations Division, King County Department of Executive Administration who, by King County Code 2.16.035.C and 4.20.020 is delegated the functions and duties of the statutory County Treasury (Chapter 36.29 RCW). The Manager performs the functions of treasurer of the County and ex officio treasurer of all school and other special purpose districts within King County.
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").

#### 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 Manager by way of this document solicits proposals for the provision of banking services during the period October 1, 2009 through September 30, 2014.

#### 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 Manager 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, 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 bank activity of King County which can include deposits of up to \$250 million and electronic transfer activity of several hundred million dollars. 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 Manager shall maintain a capital structure sufficient to support the Manager's deposits during the term of the Contract.

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

#### **D. Proposal Calendar (some dates are tentative and subject to change)**

1. **May 28, 2009** - King County Procurement and Contract Services Section shall distribute Requests for Proposal to all interested banks.
2. **June 11, 2009, 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. **June 30, 2009, 2:00 P.M.** - Proposals 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 Banking 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. **July 10, 2009** - The Manager 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 nonsubstantial items.
5. **July 31, 2009** - 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.

#### **E. 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 3 to the original 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, 2009, 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 Manager 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 Manager 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, 2009. 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.

## **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 review and complete of each responsive proposal submittal. 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	50 points
Small Contractor and Supplier Certification – See Part 6	10 points

If an award is not made based on the written evaluations alone, oral interviews and/or site inspections may be conducted. If interviews/inspections are conducted, they will have a maximum value of 30 points. Final award would then be based on the sum total of the Written Evaluation and Oral Interview/Inspection point totals.

## **G. Proposal Documents**

1. Vendor background and qualifications – See Part 4 below
2. Vendor Cost Proposal (Exhibit A – Banking Services Proposal/Pricing Form)

## **PART 2 - BANKING SERVICE REQUIREMENTS**

### **A. Account Maintenance**

The Manager presently maintains approximately 475 accounts with various branches of its current service bank. The Manager 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 Bank must make available an electronic file in BAI format, showing all detail of all accounts specified by the Manager by 5:30 A.M. the following business day. Time is of the essence and repeated failure to provide accurate and timely account balance information will be a substantial breach of the Contract. King County uses a File Transfer Protocol (FTP) to retrieve the 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 Manager 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 Manager will establish a controlling account from which monies will be transferred daily to reimburse each warrant account for the warrants that have cleared. Each day the Manager may or may not prefund this account by transferring from the main account an amount equal to the estimated warrants clearing that day. In the event that the balance in the controlling account remains negative at the end of the day, that balance will constitute a borrowing for which the Manager 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 2008 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 Manager 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 64 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 Manager 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 Manager will make the sole determination of whether adequate

information has been provided. The Manager, County Auditor and State Auditor and representatives and third parties authorized by the Manager, County Auditor and State Auditor, shall have the right to examine any records that support the monthly analysis.

The 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 Manager and representatives and third parties authorized by the Manager shall have the right to examine these records during this period.
8. **Float Analysis.** The Bank shall provide the Manager with monthly float analysis reports which include availability and end point analysis summaries.

## **B. Deposit Services**

The Manager will take steps necessary to facilitate the quickest possible collection of deposits. In August 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 Manager and those made into zero balance accounts described in II.A. 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 Manager has determined that this has not occurred, the Bank will timely meet with the Manager 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 Manager 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 submittal form the latest time that deposits will be accepted at its operations center for same day credit.

## **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 Manager are received by close of business at the wire destination. The Bank shall specify on the Proposal/Pricing 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 Manager 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.

#### **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 Manager 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.

#### **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 Manager 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 Manager 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 Manager as its safekeeping agent for the purpose of holding interest bearing warrants until redeemed by the Manager.
3. In order for the Manager to determine whether or not to pay warrants on the date presented, the Bank will be required to provide to the Manager 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 Manager, the Manager 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 included by the Bank on the Proposal/Pricing Form.

*Note:* The occurrence of interest bearing warrants should be inadvertent. The Manager will encourage any Special Purpose District with such warrants outstanding for over one week to obtain funds in another manner.

5. If any warrant is not redeemed by the Manager for want of funds in the fund on which it was drawn, the Bank shall credit the General Account in the amount of such unredeemed warrant as of the day of its presentation to the Manager.
6. The Bank will accept from the Manager 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 Manager has no record of issue provided the Manager 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 Manager and Bank.

7. The Bank will indemnify the Manager, the County and the appropriate Special Purpose District for any claim for payment made against them by the payee of a warrant drawn on any King County Account that satisfies the following conditions:
- That the warrant giving rise to the claim and photocopy are missing;
  - That the warrant giving rise to the claim is listed on an Automatic Account Reconciliation printout previously presented to the Manager and for which the Manager has paid the Bank in an amount including the missing warrant;
  - 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
  - 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 Manager 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 Manager will designate individuals for viewing of information for each of these accounts. There will be no restrictions on the number of individuals that can have access to these accounts.

#### **F. Negative Balances**

1. Although it is the intent of the Manager to maintain positive ledger balances, there may be closing ledger balances that are negative in the General Account. The Manager agrees to pay the 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 proposed by the Bank. The 2008 daily collected balances for the County's general account are shown in Exhibit 7.

The Manager conducts an aggressive investment program, attempting to maximize the investable balances as much as possible. To this end the Manger opts to leave the consolidated bank accounts' balance as close to zero as possible. Often this is achieved by allowing the ledger balance in the main bank account to go negative.

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 Manager's account.

#### **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 Manager within 30 days of the Contract award. The Bank will revise the list whenever any change of personnel occurs.

**H. Conversion**

The Bank will formulate an implementation plan and provide that plan to the Manager 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, 2009.

**I. Optional Services**

The Manager 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. 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.

**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 Manager, at his or her option, may accept a proposal for basic banking services only or for basic banking services plus any or all of these other services offered by the Bank.

**PART 3 - COMPENSATION AND PROPOSAL EVALUATION ELEMENTS****A. Monthly Direct Pay Basis**

It is the Manager's intent 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 proposed by the Bank.

If the contractually determined earnings on the collected balances maintained by the Manager for a given service month are insufficient to offset the monthly service charge, the Manager 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 Manager any accumulated excess.

**B. Service Charge**

The service charge will be computed by the Bank and presented to the Manager 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 proposed by the Bank.

**C. Determination of Costs**

In determining the cost of services for proposal evaluation purposes, the Manager will use the rates and formulas as proposed by the Bank on the Proposal/Pricing 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 Charge	27
Accounts	473
ZBA Concentration Accounts	5
ZBA Subsidiary Accounts	160
Corporate Statements Via Web	793

Analysis Statements Via Web	24
Statements – Duplicate Copy	27
Summary Level Statement	6
Returned Statement	15
DDA Statement Special Cut	351

### **DEPOSITORY SERVICES**

Night Bag Cash Deposited at Branch	1,531,350
Same Bag Multi Deposit Fee	194
Canvas / Non-Standard Bag	2,446
Night Bag Deposit Cash By Vault	5,888,011
Standard Night Bag	2,391
Branch Deposited Cash	9,017,808
Branch Strap Out	129
Branch Change Order	130
Branch Roll Out - Coin	249
Vault Deposited Cash	61,526,527
Vault Incoming Bagged Coin	1,883
Vault Fed Ready	15,698
Vault Strap Out – Currency	23,940
Coin & Currency - Manual	56
Coin & Currency - Auto	7,130
Coin & Currency – Rush Order from Vault	32
Vault Roll Out	74,504
Vault Box Out - Coin	629
Deposits	157,982
Electronic Item – Remote Deposit	353,868
Electronic Item Direct Send – Remote Dep	183,604
Electronic Item – Service Bank	37,638

Other Fed Items - Unencoded	342,335
Other Fed Items - Encoded	130,611
Local City Items Unencoded	2,034,172
Local City Items Encoded	415,300
Local RCPC Items Unencoded	180,581
Local RCPC Items Encoded	41,146
In District Items Unencoded	146,154
In District Items Encoded	27,316
MICR Quality Reject	73
Canadian Deposited Item	297
Check Chargebacks	9,468
Redeposit Returned Items	8,225
Returned Items Report (via web)	72
Returned Items Detail (via web)	13,590
Returned Items Image (via web)	2,008
Incoming Return	122
Return (1 <sup>st</sup> presentment)	355
Return (2nd presentment)	104
Deposit Error Service Charge	896
Pre-encoded Deposit Rework	2
Vault Deposit Rework / Adjustment	693
ARP Deposit Recon Maintenance	300
ARP Deposit Recon Per Item	87,634
Counter Deposit Ticket Service	3
Branch Envelope Deposit	171
Remote Image Deposit Monthly	14
Image Capture Setup	2
Image Capture Fixed Monthly	6

**PAPER DISBURSEMENT SERVICES**

Next Day Positive Pay – Mismatch Report	24
Checks Paid Over 500	829,246
Checks Paid Under 500	216,573
Check Quality Charge (Rejects > 1%)	8,964
Stop Payments via web	60
Stop Payments	149
Photocopies	2,912
Images Long-Term Maintenance (7 yr.)	18
Images Maintenance (Truncate)	27
Check Images Maintenance	12
Image Capture (Truncation)	13,681
Image Long-Term Per Item	96,184
Image Short-Term Per Item	570
Image Item Capture with Truncation	616,790
Check Image Viewing with Truncation	2,363
Image Long-Term Viewing	50
Image CD-ROM Creation	97
Check Enclosure Fee	1,896
Check Mail Fee (non-truncation)	120

**PAPER DISBURSEMENT REONCILIATION SERVICES**

ARP Full Recon Maintenance	180
ARP Full Recon Minimum	12
ARP Partial Recon Maintenance	458
ARP Recon N/S Pet Item	14,381
ARP Partial Recon N/S Per Item	969,261
ARP Add / Cancel Entry	1,666
Positive Pay Transfer Daily Input	12

Positive Pay Transfer Weekly Input	12
ARP Fax Charge	237

**GENERAL ACH SERVICES**

ACH Monthly Account	472
ACH Reversal or Deletion	290
Batch Reversal	1
Payroll Taxes	291
ACH Originated Debit	130,420
ACH Originated Credit	877,717
ACH Item Minimum Per File	58
Originated Late File	176
Incoming ACH Credit	10,734
Incoming ACH Debit	71,625
ACH Received Report Monthly Maintenance	12
ACH Received Report - Fax / mail	252
ACH Returned Items	2,027
CAR Report for ACH	202
CAR Report via Mail or Fax	1,215
ACH Data Transmission	901
CAR Report Via Web	104
ACH Setup	12
EPA Implementation	14
EPA Authorization Fee	618
EPA Administration	127
EPA Administration With ACH Direct	12
ACH NOCs	1,565
ACH Monthly Base Fee	202

**EDI PAYMENT SERVICES**

EDI Monthly Fee	12
EDI Remittance VIA Web	91
EDI Remittance and Fax	252
EDI Report Per Page	867

**WIRE AND OTHER FUNDS TRANSFER SERVICES**

Domestic Wires (repetitive)	278
Domestic Wires (repetitive)	286
International (non-repetitive)	4
Internal Transfers	390
Wire Transfers Outgoing	3
Incoming Fed – Manual	160
Wire Transfers - Incoming	427
Wire Mail Advice	52
Internal Non-Repetitive	14
Internal Repeat Wires	252
Wire Maintenance – Web	36
Incoming SWIFT	2

**INFORMATION SERVICES**

BAI File Transfers	812
Previous Day Reports	243
Intraday Report	24
File Transfer Fee	180
BAI Per File Transfer	252
Info Reporting – Client	25
Account Management (truncate)	3
Account Maintenance Base Fee	96
Info Reporting Base Fee	2,318

BAI File Transfer Per Detail	1,071,083
Previous Day Detail Items	317,051
Intraday Detail Items	26,339

## 2. Negative Collected Balance Charges

This charge will be based upon the fixed or variable rate proposed 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 proposal evaluation purposes, the "negative collected balance charge" will not be considered by the Manager 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 Manager in accordance with the formula and rate proposed 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 Manager may use the line-of-credit to control balances in the general account.

### **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 Manager 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 Manager in arranging for another financial institution to hold the warrant(s). Financial reports on the districts issuing warrants will be available for review in the Treasury Section of the Finance and Business Operations Division.

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

### **E. Daylight Overdraft**

The 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.

### **F. Other services**

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

### **G. Conditional Proposals**

If a proposer specifies any conditions or limitations on any of the services (required or optional) that it proposes, the Manager 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 4 – PROPOSAL RESPONSE**

In order to be responsive to this RFP, the submitter must respond completely, yet succinctly, to the questions below. Proposals that merely state that the bank can provide the requested services shall be considered non-responsive to this request.

Many questions can be answered with a brief response. Prepare your responses in the same order as the questionnaire, listing the question first followed by your answer.

### **A. Organization Background**

1. Provide a brief summary of your bank's experience and expertise as it relates to the handling of banking services for large government entities.
2. Please describe the largest government account that your bank services.
3. Briefly describe what distinguishes your bank from your competitors.
4. Discuss your commitment to quality service.

### **B. Personnel**

1. Provide resumes of key individuals who would be assigned to King County for this contract.
2. Describe your approach to account administration, e.g., account team, client account executives, support by administrative units, etc.
3. Please elaborate on your support staff in terms of the size of the staff and the level of the person who would be assigned as the account representative.
4. Please detail the ability of personnel who would be assigned to the King County account to provide proactive technical assistance and training in the implementation of cash management solutions. Include examples of previous relevant work experience.

### **C. Customers**

1. Provide at least three references, with telephone numbers and contact persons, whom we may call.
2. Provide the number of government accounts in the State of Washington for whom you provide banking services.

### **D. Services - Information Reporting**

1. Describe your electronic reporting capability related to the requirements of this RFP.
2. Provide samples of both the standard detail and summary level reports you will provide to the agencies.
3. Provide data file specifications for transmitting / receiving electronic files.

### **E. Transition Services**

Describe your plan for transitioning existing banking services to your bank.

## **PART 5 – EXHIBITS**

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

- A. King County Banking Services Proposal/Pricing Form
- B. King County Council Districts
- C. Daily Warrant Borrowings
- D. Daily Warrant Redemptions
- E. Daily Collected Balance – Main Account

## PART 6 - 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://www.kingcounty.gov/exec/BusinessDev/contractingopps.aspx> (you may search SCS firms by accessing the "SCS Directory" tab on the left side of the screen) or contacting the BDCC office at (206) 205-0700.

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.

## PART 7 - INSURANCE

The selected Financial Institution shall furnish, at a minimum, Commercial General Liability, to include Products and Completed Operations, in the amount of \$100,000,000 combined single limit; \$1,000,000,000 in the aggregate. In addition, the Institution shall furnish Professional Liability: Errors and Omissions coverage in the amount of \$75,000,000, as well as providing Commercial Auto Liability insurance in the amount of \$1,000,000. The selected Institution shall also provide evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000.

**Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.**

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

## PART 8 – FORMS REQUIRED FOR CONTRACTING

The following completed forms will be required from the **selected institution**, 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)

## PART 9 - PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package, not inclusive of Sample Contract and Exhibits B-E.
- 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. (Please label the CD-ROM with your firm's name.)
- F. Complete the Bid/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 BID ENCLOSED</b> <b>Do Not Delay – Deliver Immediately</b>	
 <b>King County</b>	King County Procurement & Contract Services Section Chinook Bldg, 3 <sup>rd</sup> Floor, 401 Fifth Avenue CNK-ES-0340 Seattle, WA 98104-2333
<b>URGENT</b>	<b>Bid No. RFP 1119-00RLD</b> <b>Bid Title Banking Services</b> <b>Due Date</b> <b>Vendor</b>
<b>URGENT</b>	<b>URGENT</b>

## ATTACHMENT A – SAMPLE CONTRACT

The following Sample Contract for Miscellaneous 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 proposer, 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.

# Attachment A – Sample Contract for Miscellaneous 2008-2009



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

<b>Contract No.:</b>	_____	<b>Department:</b>	_____
<b>Federal Taxpayer I.D.:</b>	_____	<b>Contractor:</b>	_____
<b>Amount:</b> \$	_____	<b>Fund Source:</b>	_____
<b>Duration:</b>	_____	<b>To:</b>	_____
<b>Services Provided:</b>	_____		

**THIS CONTRACT** is entered into by **KING COUNTY** (the "County"), and \_\_\_\_\_ (the "Contractor"), whose address is \_\_\_\_\_. The County is undertaking certain activities related to \_\_\_\_\_, and the County desires to engage the Contractor to render certain services in connection with such undertakings of the County,

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

## I. CONTRACT DOCUMENT

The Contractor shall provide services and comply with the requirements set forth herein. The Contract shall consist of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence.

1. Contract Amendments executed pursuant to Section XIX herein.
2. Contract for Miscellaneous Services, which includes:
  - Scope of Services .....Attached hereto as Exhibit A
  - Consultant Disclosure Form (K.C.C. 3.04).....Attached hereto as Exhibit B
  - Equal Benefits Compliance Declaration .....Attached hereto as Exhibit C
  - Personnel Inventory Report (K.C.C. 12.16).....Attached hereto as Exhibit D
  - Affidavit of Compliance (K.C.C. 12.16) .....Attached hereto as Exhibit E
  - 504/ADA Disability Assurance of Compliance/Section 504.....Attached hereto as Exhibit F
  - Statement of Compliance (K.C.C. 12.16) .....Attached hereto as Exhibit G
  - Certificate(s) of Insurance and Policy Endorsement .....Attached hereto as Exhibit H
  - W9 Form (if required) .....Attached hereto as Exhibit I
  - List of Subcontractors and/or Suppliers (if applicable).....Attached hereto as Exhibit J
  - Final Affidavit of Amount(s) Paid (if applicable).....Attached hereto as Exhibit K
3. Request for Proposal (and any addenda)
  - RFP 1119-09RLD .....Attached hereto as Exhibit L
4. Contractor's Proposal
  - \_\_\_\_\_ .....Attached hereto as Exhibit \_\_\_\_\_

II. DURATION OF CONTRACT

This Contract shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

III. COMPENSATION AND METHOD OF PAYMENT

A. The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract in an amount not to exceed \$ \_\_\_\_\_, payable in the following manner:

\_\_\_\_\_

B. The Contractor shall submit its final invoice and such other documents as are required pursuant to this Contract within ten (10) calendar days of completion of the Scope of Services. Unless waived by the County in writing failure by the Contractor to submit the final invoice and required documents will relieve the County from any and all liability for payment to the Contractor for the amount set forth in such invoice or any subsequent invoice.

C. If the Contractor fails to comply with any terms or conditions of this Contract or to provide in any manner the work or services agreed to herein, the County may withhold any payment due the Contractor until the County is satisfied that corrective action, as specified by the County, has been completed. This right is in addition to and not in lieu of the County's right to terminate this Contract as provided in Section IV below.

IV. TERMINATION

A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.

B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV (B) (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

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

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

#### V. MAINTENANCE OF RECORDS

- A. The Contractor shall maintain, and shall require any sub-contractors to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.
- D. The Contractor agrees to cooperate with the County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Contractor received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Contractors receiving federal funds from more than one County department or division shall be responsible for determining if the combined financial assistance is equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year.

#### VI. CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any

manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Contractor in writing of the nature of the breach;
- B. The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Subsections A, B, C, and D.

#### VII. ASSIGNMENT/SUBCONTRACTING

- A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a sub-contractor or between sub-contractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

#### VIII. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors of any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The provisions of this Section VIII shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

#### IX. INSURANCE REQUIREMENTS

- A. By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, including products-completed operations which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representative, employees, and/or subcontractors. The Contractor or subcontractor shall pay the cost of such insurance. The Contractor may furnish separate certificates of insurance and policy endorsements from each subcontractor as evidence of compliance with the insurance requirements of this Contract.

For All Coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery

period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

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

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

#### B. Minimum Scope Of Insurance

Coverage shall be at least as broad as:

1. General Liability:

Insurance Services Office form number (CG 00 01 Ed. 11-88 or its equivalent) covering **COMMERCIAL GENERAL LIABILITY**, including Products and Completed Operations.

2. Professional Liability:

Professional Liability, Errors and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided.

3. Automobile Liability:

Insurance Services Office form number (CA 00 01 Ed. 12-90 or its equivalent) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

4. Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.

5. Employers Liability or "Stop-Gap":

The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

#### C. Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

1. General Liability: **\$100,000,000** combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a **\$1,000,000,000** aggregate limit.
2. Professional Liability, Errors and Omissions: **\$75,000,000 Per Claim and in the Aggregate**
3. Automobile Liability: **\$1,000,000** combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation: Statutory requirements of the State of residency.

5. Employers' Liability or "Stop Gap" coverage: **\$1,000,000.**

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

E. Other Insurance Provisions

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

1. All Liability Policies except Workers Compensation and Professional Liability:

- a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract (CG 2010 11/85 or its equivalent).
- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
- c. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies:

- a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) calendar days prior written notice, has been given to the County.

F. Acceptability of Insurers

Unless otherwise accepted by the County:

Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

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

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Verification of Coverage

The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Contract. The County reserves the rights to require complete, certified copies of all required insurance policies at any time.

If Professional Liability coverage is required under this contract, the Certificate of Insurance provided by the Contractor shall specifically state that the activities required under Contract # (TBD) are included under this policy.

H. Sub-contractors

The Contractor shall include all subcontractors as insureds under its policies, or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the minimum insurance requirements of this Contract shall be subject to all of the requirements stated herein.

X. CONFLICT OF INTEREST, NONCOMPETITIVE PRACTICES AND DISCLOSURE

By entering into this Contract to perform work, the Contractor represents that it has no interest and shall not acquire any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any person or agent having any conflict of interest. IN the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

A. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Contractor represents that:

1. No person except as designated by Contractor has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
3. Any person having an existing Contract with the County or seeking to obtain a Contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current Contracts with the County canceled and shall not be able to enter into any other Contracts with King County for a period of two (2) years.

B. Disclosure of Current and Former County Employees; Disclosure of Interests under KCC 3.04.120

To avoid any actual or potential conflict of interest or unethical conduct:

1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's termination of this Contract.

3. After Contract award, the Contractor is responsible for notifying the County of current or former County employees who may become involved in the Contract at any time during the term of the Contract.
4. If the Contractor is providing professional or technical services to the county costing in excess of \$2,500.00, then pursuant to K.C.C. 3.04.120, which is incorporated herein by this reference, the Contractor shall file both with the County Executive and the King County Board of Ethics a sworn disclosure statement. The Contractor further agrees to comply with all provisions set out in K.C.C. 3.04.120.

## XI NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Nondiscrimination in Employment and Provision of Services. During the performance of this contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, marital status, creed, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code ("KCC") Chapter 12.16, 12.17 and 12.18 are incorporated herein by reference, and such requirements shall apply to this Contract.
- B. Equal Benefits to Employees with Domestic Partners. Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

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

- C. Nondiscrimination in Subcontracting Practices. During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, creed, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- D. Compliance with Laws and Regulations. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act and the Restoration Act of 1987. The Contractor shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

- E. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities - King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCSs) and Minority-owned and Women-owned Businesses Enterprises (M/WBEs) in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCSs and M/WBEs:
1. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of Small Contractors and Suppliers (SCS) in the award of King County contracts. The Program is open to all SCS firms certified by the King County Business Development and Contract Compliance Office (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Contractor elected not to participate in the Program during the solicitation stage, the Contractor is still encouraged to voluntarily inquire about available firms. Program materials, including application forms and a directory of certified SCS firms, are available at the following Web-site address:  
<http://info.kingcounty.gov/EXEC/contractreporting/Public/SCS/default.aspx>, Telephone 206-205-0700, TTY: Relay 711, for more information
  - G. The term "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than \$750K dollars.
  2. Contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at <http://www.omwbe.wa.gov/> or by telephone 360-704-1181.
  3. Use the services of available community organizations, consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and business-owned enterprises.
- F. Equal Employment Opportunity. The Contractor will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
- G. Record-Keeping Requirements and Site Visits. The Contractor shall maintain, for at least 6 years after completion of all work under this Contract, the following:
1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
  2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit, at any time, the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the

County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract.

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

## XII. REQUIRED SUBMITTALS

- A. Required Submittals Upon Completion of Work. Upon completion of work and as a condition precedent to final payment, the Contractor shall submit a Final Affidavit of Amounts Paid to King County Business Development and Contract Compliance Section. Identify amounts actually paid, and any amounts owed, to each subcontractor and/or supplier (if applicable) for performance under this Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. The Contractor may contact the King County Business Development and Contract Compliance section for assistance with the requirements of this subsection at 206-205-0700. TTY: Relay 711.

Other assistance is available by contacting the King County Procurement and Contract Services Section at the address below:

Procurement and Contract Services Section  
M/S CNK-ES-0320  
401 – Fifth Avenue, 3rd Floor  
Seattle, WA 98104  
Phone: 206-263-9400 TTY: Relay 711

## XIII. COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICAN WITH DISABILITIES ACT OF 1990

The Contractor has completed a Disability 504/ADA Self-Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract); and has evaluated its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended (“504”), and the Americans with Disabilities Act (“ADA”). The Contractor has completed a 504/ADA Disability Assurance of Compliance and it is attached as an exhibit to this Contract and is incorporated herein by reference.

## XIV. PATENTS, COPYRIGHTS AND RIGHTS IN DATA

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

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

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

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

XV. ENVIRONMENTAL PURCHASING POLICY

In accordance with King County Code 10.16, Contractors are required to use recycled and recyclable products, and both sides of paper sheets for printed and photocopied materials, whenever practicable, in fulfilling contractual obligations to the County.

XVI. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XVII. PUBLIC DISCLOSURE OF CONTRACTS

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

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

XVIII. NOTICES

Whenever this Contract provides for notice to be provided by one party to another such notice shall be in writing.

Any time within which a party must take some action shall be computed from the date that the notice is received by said party. Notice shall be provided to:

KING COUNTY:

[Redacted]

Department/Agency Name  
(Type or print)

[Redacted]

Address Line 1 (Type or print)

[Redacted]

City, State, Zip Code (Pls. type or print)

( ) [Redacted]

Telephone Number (Type or print)

( ) [Redacted]

FAX Number (Type or print)

CONTRACTOR:

[Redacted]

Contractor Name  
(Type or print)

[Redacted]

Address Line 1 (Type or print)

[Redacted]

City, State, Zip Code  
(Pls. type or print)

( ) [Redacted]

Telephone Number  
(Type or print)

( ) [Redacted]

FAX Number (Type or print)

XIX. CONTRACT AMENDMENTS

Either party may request changes to this Contract. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Contract.

XX. APPLICABLE LAW AND FORUM

This Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract may only be filed and prosecuted in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

KING COUNTY:

CONTRACTOR:

FOR

\_\_\_\_\_  
Signature - King County Executive

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (Type or print)

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title (Type or print)

\_\_\_\_\_  
Date (Type or print)

Approved as to Form:  
OFFICE OF THE KING COUNTY  
PROSECUTING ATTORNEY

**EXHIBIT A**  
**KING COUNTY BANKING SERVICES PROPOSAL/PRICING FORM**

**Qualifications**

1. Bank by signature below certifies that it is a Washington State qualified public depository as defined in RCW 39.58.010 with an adequate capital structure to support the bank activity of King County as outlined in this proposal. Please attach a Consolidated Report of Condition as of December 31, 2008, filed with the Public Deposit Protection Commission.
2. Bank by signature below certifies that it is not and will not, during the term of the contract, be in violation of any applicable state, federal, or local law including, but not limited to, labor employment standards and employment discrimination laws.
3. Bank by signature below certifies that it currently has branch bank facilities in at least nine King County Council districts and a full service office in King County and that it will continue to do so during the term of the contract.
4. Bank by signature below certifies that it has a Community Reinvestment Act (CRA) rating of either Satisfactory or Outstanding.

**Responsiveness**

Having carefully examined the Request for Proposal, and being familiar with all conditions and requirements surrounding the required services, the undersigned hereby proposes to furnish all requirements in accordance with the Proposal Documents within the times set forth and at the prices stated below.

	Expected Volume		Proposed Price			
<b>GENERAL ACCOUNT SERVICES</b>						
Analysis Fee	27					
Accounts	473					
ZBA Concentration Accounts	5					
ZBA Subsidiary Accounts	160					
Corporate Statements Via Web	793					
Analysis Statements Via Web	24					
Statements – Duplicate Copy	27					
Summary Level Statement	6					
Returned Statement	15					
DDA Statement Special Cut	349					
<b>DEPOSITORY SERVICES</b>						
Night Bag Cash Deposited at Branch	1,531,350					
Same Bag Multi Deposit Fee	194					
Canvas / Non-Standard Bag	2,446					
Night Bag Deposit Cash By Vault	5,888,011					
Standard Night Bag	2,391					
Branch Deposited Cash	9,017,808					
Branch Strap Out	129					
Branch Change Order	130					
Branch Roll Out - Coin	249					
Vault Deposited Cash	61,526,527					
Vault Incoming Bagged Coin	1,883					
Vault Fed Ready	15,698					
Vault Strap Out - Currency	23,940					
Coin & Currency - Manual	56					
Coin & Currency - Auto	7,130					
Coin & Currency – Rush Order from Vault	32					
Vault Roll Out	74,504					
Vault Box Out - Coin	629					
Deposits	157,982					

	Expected Volume		Proposed Price			
Electronic Item – Remote Deposit	353,868					
Electronic Item Direct Send – Remote Dep	183,604					
Electronic Item - Service Bank	37,638					
Other Fed Items - Unencoded	342,335					
Other Fed Items - Encoded	130,611					
Local City Items Unencoded	2,034,172					
Local City Items Encoded	415,300					
Local RCPC Items Unencoded	180,581					
Local RCPC Items Encoded	41,146					
In District Items Unencoded	146,154					
In District Items Encoded	27,316					
MICR Quality Reject	73					
Canadian Deposited Item	297					
Check Chargebacks	9,468					
Redeposit Returned Items	8,225					
Returned Items Report (via web)	72					
Returned Items Detail (via web)	13,590					
Returned Items Image (via web)	2,008					
Incoming Return	122					
Return (1 <sup>st</sup> presentment)	355					
Return (2nd presentment)	104					
Deposit Error Service Charge	896					
Pre-encoded Deposit Rework	2					
Vault Deposit Rework / Adjustment	693					
ARP Deposit Recon Maintenance	300					
ARP Deposit Recon Per Item	87,634					
Counter Deposit Ticket Service	3					
Branch Envelope Deposit	171					
Remote Image Deposit Monthly	14					
Image Capture Setup	2					
Image Capture Fixed Monthly	6					

	Expected Volume		Proposed Price			
<b>PAPER DISBURSEMENT SERVICES</b>						
Next Day Positive Pay – Mismatch Report	24					
Checks Paid Over 500	829,246					
Checks Paid Under 500	216,573					
Check Quality Charge (Rejects > 1%)	8,964					
Stop Payments via web	60					
Stop Payments	149					
Photocopies	2,912					
Images Long-Term Maintenance (7 yr.)	18					
Images Maintenance (Truncate)	27					
Check Images Maintenance	12					
Image Capture (Truncation)	13,681					
Image Long-Term Per Item	96,184					
Image Short-Term Per Item	570					
Image Item Capture with Truncation	616,790					
Check Image Viewing with Truncation	2,363					
Image Long-Term Viewing	50					
Image CD-ROM Creation	97					
Check Enclosure Fee	1,896					
Check Mail Fee (non-truncation)	120					
<b>PAPER DISBURSEMENT RECONCILIATION SERVICES</b>						
ARP Full Recon Maintenance	180					
ARP Full Recon Minimum	12					
ARP Partial Recon Maintenance	458					
ARP Recon N/S Per Item	14,381					
ARP Partial Recon N/S Per Item	969,261					
ARP Add / Cancel Entry	1,666					
Positive Pay Transfer Daily Input	12					
Positive Pay Transfer Weekly Input	12					
ARP Fax Charge	237					
<b>GENERAL ACH SERVICES</b>						

	Expected Volume		Proposed Price			
ACH Monthly Account	472					
ACH Reversal or Deletion	290					
Batch Reversal	1					
Payroll Taxes	291					
ACH Originated Debit	130,420					
ACH Originated Credit	877,717					
ACH Item Minimum Per File	58					
Originated Late File	176					
Incoming ACH Credit	10,734					
Incoming ACH Debit	71,625					
ACH Received Report Monthly Maintenance	12					
ACH Received Report - Fax / mail	252					
ACH Returned Items	2,027					
CAR Report for ACH	202					
CAR Report via Mail or Fax	1,215					
ACH Data Transmission	901					
CAR Report Via Web	104					
ACH Setup	12					
EPA Implementation	14					
EPA Authorization Fee	618					
EPA Administration	127					
EPA Administration With ACH Direct	12					
ACH NOCs	1,565					
ACH Monthly Base Fee	202					
<b>EDI PAYMENT SERVICES</b>						
EDI Monthly Fee	12					
EDI Remittance VIA Web	91					
EDI Remittance and Fax	252					
EDI Report Per Page	867					
<b>WIRE AND OTHER FUNDS TRANSFER SERVICES</b>						
Domestic Wires (repetitive)	278					

	Expected Volume		Proposed Price			
Domestic Wires (repetitive)	286					
International (non-repetitive)	4					
Internal Transfers	390					
Wire Transfers Outgoing	3					
Incoming Fed - Manual	160					
Wire Transfers - Incoming	427					
Wire Mail Advice	52					
Internal Non-Repetitive	14					
Internal Repeat Wires	252					
Wire Maintenance - Web	36					
Incoming SWIFT	2					
<b>INFORMATION SERVICES</b>						
BAI File Transfers	812					
Previous Day Reports	243					
Intraday Report	24					
File Transfer Fee	180					
BAI Per File Transfer	252					
Info Reporting - Client	25					
Account Management (truncate)	3					
Account Maintenance Base Fee	96					
Info Reporting Base Fee	2,318					
BAI File Transfer Per Detail	1,071,083					
Previous Day Detail Items	317,051					
Intraday Detail Items	26,339					
<b>OTHER SERVICES (LIST):</b>						

	Expected Volume		Proposed Price			
2. Negative Collected Balance Rate						

(This rate is charged only if the average collected balance for all accounts is negative.)

3. (a) Collected Balance Earnings Rate

(b) Net Collected Balance Formula

4. Warrant Line-of-Credit Interest Rate

5. Interest Bearing Warrant Rate  
(Specify any limitations)



**NAME OF BANK** \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Name of Authorized Official \_\_\_\_\_

Office Address \_\_\_\_\_

Telephone Number: \_\_\_\_\_

If different from above, person qualified to answer questions about this proposal:

Name \_\_\_\_\_

Title \_\_\_\_\_

Office Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

# Metropolitan King County Council Districts

## District Representatives

Bob Ferguson–District 1  
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bob.ferguson@metrokc.gov

Larry Gossett–District 2  
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Kathy Lambert–District 3  
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Larry Phillips–District 4  
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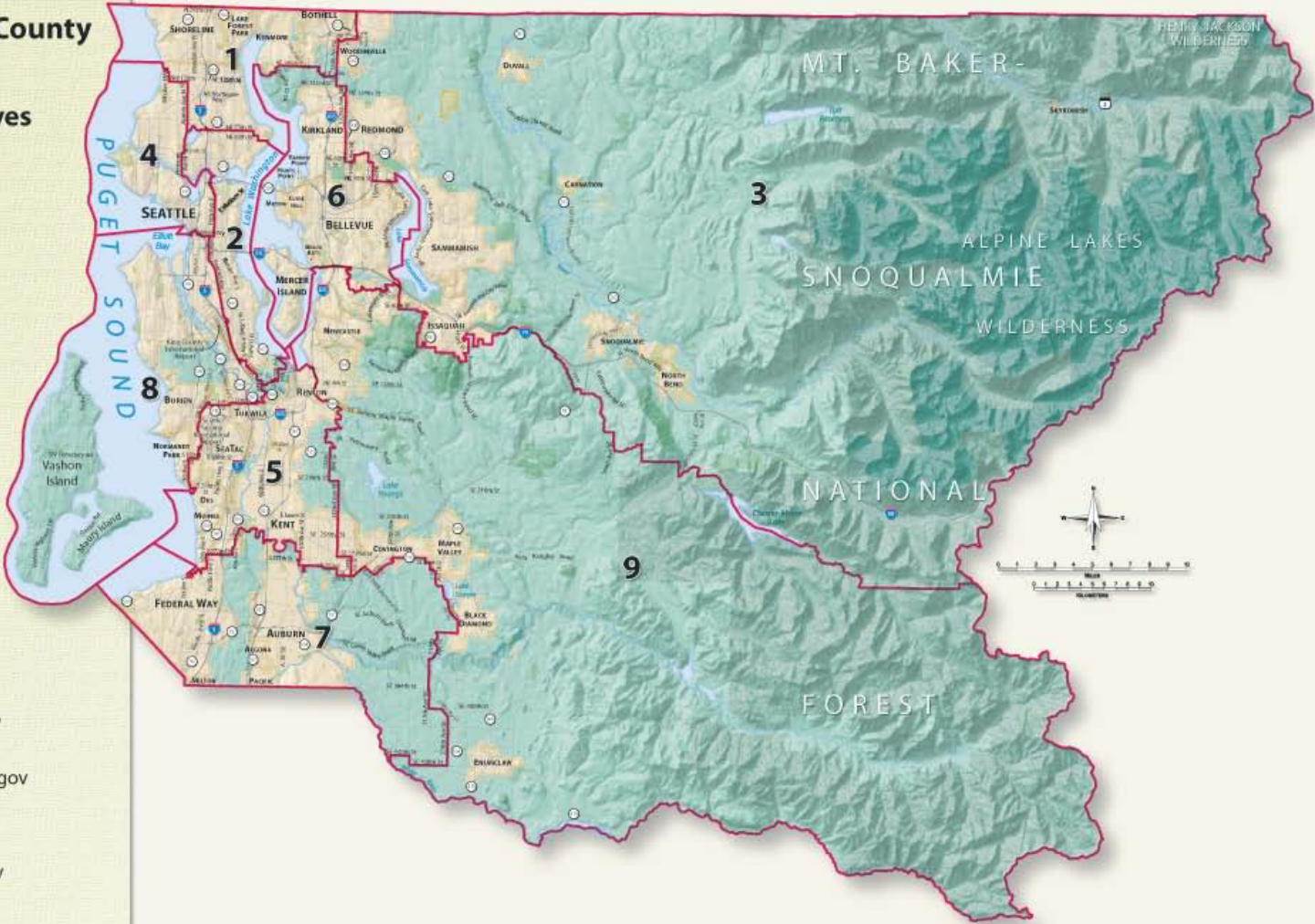
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Dow Constantine–District 8  
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Reagan Dunn–District 9  
(206) 296-1009  
reagan.dunn@metrokc.gov



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	0	0	0	1,453,103	0	2,319,228	8,078,985	0	1,778,685	3,702,607	1,643,012	3,477,101
2	0	0	0	0	0	1,144,067	0	1,144,067	978,989	0	1,643,012	0
3	0	0	1,474,996	3,854,996	0	1,771,029	0	1,771,029	4,680,560	0	5,063,302	0
4	0	1,094,460	1,993,362	0	0	1,644,734	0	1,644,734	1,882,425	0	8,336,133	0
5	0	0	3,046,755	0	8,526,954	1,759,374	0	1,759,374	661,461	0	958,304	0
6	0	3,362,449	5,171,187	0	1,841,389	2,289,005	0	2,289,005	661,461	589,598	0	0
7	501,798	1,701,011	0	0	0	2,289,005	0	2,289,005	661,461	0	0	0
8	778,524	2,789,321	0	5,547,967	2,285,294	2,289,005	0	2,289,005	0	0	0	0
9	291,043	2,789,321	0	0	0	0	0	0	3,411,464	3,411,464	0	0
10	0	2,789,321	0	0	0	0	1,580,852	0	0	2,005,019	0	0
11	397,728	7,141,048	248,722	1,506,606	0	0	0	0	0	0	0	1,166,771
12	397,728	407,285	0	1,506,606	0	0	0	0	3,377,229	0	4,533,922	1,166,771
13	397,728	1,731,849	3,549,515	1,506,606	3,410,698	1,029,655	0	1,029,655	3,377,229	0	4,533,922	1,166,771
14	2,676,004	0	0	0	0	1,029,655	4,285,548	0	3,377,229	0	4,533,922	0
15	2,400,941	0	0	0	0	1,029,655	0	1,029,655	0	0	0	0
16	0	0	0	0	897,330	0	1,368,552	0	1,523,408	1,870,719	0	0
17	4,058,972	0	100,353	0	0	0	0	0	1,555,787	0	0	0
18	422,588	0	531,265	752,428	0	0	0	0	3,934,410	0	8,927,483	0
19	422,588	2,155,052	0	752,428	3,265,838	0	0	0	0	0	0	0
20	422,588	4,023,197	0	752,428	0	908,737	0	908,737	0	0	0	0
21	422,588	0	0	0	0	908,737	0	908,737	0	5,014,533	0	0
22	4,423,265	0	0	0	0	908,737	0	908,737	0	0	0	0
23	370,033	0	0	0	0	0	5,976	0	5,633,634	0	0	0
24	1,868,700	0	0	195,344	0	0	0	0	3,879,769	3,560,426	13,133,199	0
25	0	461,052	2,619,704	0	0	0	4,517,635	0	0	0	4,978,467	0
26	0	0	182,975	0	0	2,131,357	4,517,635	0	0	0	13,829,307	0
27	0	0	0	0	263,497	4,000,915	4,517,635	0	0	675,298	13,829,307	0
28	0	0	871,001	317,509	0	0	0	0	0	0	9,744,822	0
29	0	3,325,234	871,001	0	3,051,821	0	0	0	3,460,587	0	0	0
30	0	0	871,001	0	2,319,228	0	0	0	806,718	0	0	0
31	0	0	203,245	0	0	0	0	0	0	1,643,012	0	0
AVG	653,317	1,164,503	701,132	604,867	834,260	915,096	931,381	579,734	1,521,417	724,925	3,189,604	225,078

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	16,395,436	11,610,525	0	16,453,103	12,930,366	0	25,078,985	16,934,453	11,778,685	17,702,607	0	16,481,927
2	13,909,980	0	0	11,530,810	12,391,231	18,144,067	19,015,034	16,934,453	20,978,989	13,572,364	0	25,477,101
3	12,141,100	0	17,474,996	15,854,996	0	18,771,029	16,614,940	16,934,453	24,680,560	12,957,618	23,063,302	15,623,979
4	11,434,414	18,094,460	17,993,362	8,867,423	0	15,144,734	0	22,244,445	15,882,425	0	26,336,133	8,948,385
5	0	12,450,411	14,046,755	0	24,526,954	14,259,374	0	16,459,777	11,661,461	0	12,958,304	7,871,182
6	0	14,362,449	17,671,187	0	17,841,389	14,289,005	0	14,757,774	0	20,589,598	10,715,057	0
7	15,501,798	12,201,011	7,967,161	11,986,382	7,901,404	0	16,456,527	11,602,113	0	15,611,850	9,477,784	0
8	13,778,524	12,789,321	0	17,547,967	10,282,294	0	13,709,642	9,995,267	13,653,632	9,989,310	0	17,661,324
9	12,291,043	0	0	10,486,514	9,283,831	14,925,570	7,916,952	9,995,267	17,411,464	10,612,426	0	15,086,456
10	8,034,654	0	12,852,816	8,501,472	0	11,988,523	10,080,852	9,995,267	10,427,279	14,005,019	13,777,628	17,229,914
11	9,397,728	22,141,048	13,248,722	11,506,606	0	10,462,745	11,521,792	14,840,126	7,305,051	0	0	12,114,779
12	0	12,407,285	8,022,702	0	10,167,841	7,787,128	0	20,981,508	11,377,229	0	22,533,922	17,166,771
13	0	9,731,849	12,549,515	0	13,410,698	9,029,655	0	8,376,603	0	0	9,377,100	0
14	16,676,004	7,926,679	11,998,001	13,602,625	8,980,178	0	16,285,548	10,067,968	0	16,427,092	7,992,768	0
15	16,400,941	4,437,204	0	12,960,573	8,728,388	0	12,198,496	10,521,042	11,949,107	13,298,160	0	14,827,850
16	9,824,606	0	0	11,148,977	10,897,330	13,196,320	10,868,552	10,521,042	13,523,408	13,870,719	0	13,549,281
17	14,558,972	0	16,100,353	11,046,859	0	12,420,928	10,075,304	10,521,042	11,555,787	12,354,908	15,332,157	9,640,078
18	11,922,588	0	12,531,265	12,252,428	0	10,056,413	10,095,585	18,943,357	15,934,410	0	22,927,483	7,745,993
19	0	14,155,052	5,363,764	0	16,265,838	10,007,414	0	16,396,330	9,539,071	0	8,937,047	9,371,934
20	0	13,038,590	8,501,065	0	8,782,641	11,408,737	0	12,728,430	0	13,362,664	11,126,793	0

21	0	7,754,787	9,119,003	12,578,781	7,613,249	0	14,306,544	13,178,500	0	19,014,533	8,787,512	0
22	19,423,265	8,449,047	0	8,740,474	7,500,881	0	9,745,262	7,362,638	14,341,972	10,776,565	0	13,506,103
23	14,870,033	0	0	6,313,455	6,701,843	12,094,360	9,005,976	7,362,638	20,633,634	9,600,345	0	6,849,734
24	12,868,700	0	12,322,368	7,195,344	0	9,428,139	6,285,221	7,362,638	13,879,769	15,560,426	23,133,199	10,213,626
25	10,409,882	14,461,052	15,619,704	6,707,506	0	7,408,093	13,517,635	8,786,710	10,786,624	0	14,978,467	0
26	0	8,002,275	8,182,975	0	0	10,631,357	0	12,959,331	10,650,835	0	8,850,840	7,356,994
27	0	6,760,767	7,044,178	0	12,263,497	16,000,915	0	8,847,940	0	16,675,298	0	0
28	15,453,315	6,833,793	9,871,001	14,317,509	8,965,348	0	10,091,838	8,836,878	0	14,062,148	16,766,355	0
29	9,648,036	11,325,233	0	10,911,301	12,051,821	0	12,459,186	11,778,685	17,460,587	10,958,088	0	12,286,239
30	7,995,255		0	10,717,643	15,319,228	16,755,409	8,346,362	11,778,685	14,806,718	10,252,806	0	12,485,399
31	7,633,392		14,203,245		0		11,345,762	11,778,685		14,643,012		9,444,797

Exhibit E – Daily Collected Balance – Main Account  
Page 52 of 52

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	(6,375,013)	(7,465,710)	(4,659,687)	(7,681,199)	(10,694,070)	(6,782,579)	(9,166,189)	(4,981,287)	(5,750,955)	(3,875,638)	(9,039,544)	(2,688,888)
2	(5,906,142)	(7,465,710)	(4,659,687)	(10,011,031)	(7,212,662)	(5,018,062)	(8,087,630)	(4,981,287)	(5,268,937)	(6,834,556)	(9,039,544)	(6,191,656)
3	(11,995,525)	(7,465,710)	(6,198,037)	(13,205,924)	(7,212,662)	(6,994,163)	(7,371,648)	(4,981,287)	(2,265,932)	(7,859,547)	(16,048,668)	(6,653,842)
4	(11,694,216)	(5,924,605)	(7,338,879)	(21,520,055)	(7,212,662)	(6,990,756)	(7,371,648)	(6,554,598)	(7,150,000)	(7,859,547)	1,890,442	(6,389,784)
5	(11,694,216)	(9,426,555)	(7,838,967)	(21,520,055)	(2,972,769)	(10,726,877)	(7,371,648)	(9,320,454)	(5,578,055)	(7,859,547)	(9,969,452)	(7,452,556)
6	(11,694,216)	(7,177,935)	(7,357,768)	(21,520,055)	(13,401,157)	(6,848,324)	(7,371,648)	(7,886,344)	(5,578,055)	(5,933,119)	12,357,957	(7,452,556)
7	(8,278,229)	(7,391,476)	(7,860,228)	(13,870,473)	(9,431,329)	(6,848,324)	(7,820,494)	(5,162,275)	(5,578,055)	(7,826,657)	(30,455,367)	(7,452,556)
8	(8,118,953)	(6,641,876)	(7,860,228)	(9,627,332)	(7,625,891)	(6,848,324)	(8,226,986)	(8,745,029)	(5,718,448)	(7,223,646)	(30,455,367)	(7,970,657)
9	(8,266,259)	(6,641,876)	(7,860,228)	(6,698,072)	(6,212,290)	(5,831,358)	(8,918,227)	(8,745,029)	(7,420,740)	(7,286,583)	(30,455,367)	(7,932,414)
10	(8,451,127)	(6,641,876)	(9,150,030)	(13,175,589)	(6,212,290)	(7,675,446)	(7,784,870)	(8,745,029)	(7,183,840)	(7,594,322)	(5,288,846)	(1,441,310)
11	(7,512,465)	(8,866,115)	(9,449,994)	(9,764,494)	(6,212,290)	(7,076,970)	(9,361,245)	(8,172,897)	(7,712,979)	(7,594,322)	(5,288,846)	4,318,130
12	(7,512,465)	(8,289,180)	(8,900,830)	(9,764,494)	(8,683,552)	(7,392,898)	(9,361,245)	(6,289,765)	(6,092,161)	(7,594,322)	(3,715,674)	(878,754)
13	(7,512,465)	(7,769,039)	(8,575,036)	(9,764,494)	(8,276,193)	(3,949,890)	(9,361,245)	(8,505,819)	(6,092,161)	(7,594,322)	(6,633,173)	(878,754)
14	(8,036,818)	(7,296,754)	(7,394,495)	(7,690,295)	(9,903,219)	(3,949,890)	(2,229,269)	(7,321,588)	(6,092,161)	(5,262,457)	(6,642,358)	(878,754)
15	(6,676,697)	16,506,461	(7,394,495)	(6,611,510)	(8,168,129)	(3,949,890)	(6,058,159)	(8,041,095)	(6,783,440)	(7,374,612)	(6,642,358)	(1,027,162)
16	(8,248,065)	16,506,461	(7,394,495)	(4,841,077)	(5,976,614)	(6,545,312)	(7,780,369)	(8,041,095)	(7,460,388)	(5,204,566)	(6,642,358)	(121,092)
17	(8,125,698)	16,506,461	96,065,180	(14,370,960)	(5,976,614)	(6,916,013)	(8,520,287)	(8,041,095)	(6,625,112)	(14,624,640)	(4,200,125)	20,681,278
18	(7,059,663)	16,506,461	(8,752,294)	(10,914,062)	(5,976,614)	(6,883,146)	(819,186)	(6,297,653)	(5,997,075)	(14,624,640)	765,294	(144,360)
19	(7,059,663)	43,001,809	(8,923,007)	(10,914,062)	(9,101,990)	(3,816,650)	(819,186)	(6,767,975)	(3,210,955)	(14,624,640)	(5,481,172)	(641,960)
20	(7,059,663)	(970,081)	(7,749,251)	(10,914,062)	(7,107,547)	(6,903,172)	(819,186)	(4,920,693)	(3,210,955)	(6,687,522)	(1,330,083)	(641,960)
21	(7,059,663)	(5,913,045)	(5,130,916)	(11,007,931)	(5,930,025)	(6,903,172)	(1,853,660)	(7,625,454)	(3,210,955)	(6,395,379)	(5,899,418)	(641,960)
22	(7,679,616)	(4,306,431)	(5,130,916)	(10,372,681)	(6,666,024)	(6,903,172)	(8,316,784)	(7,680,413)	(6,752,092)	95,389,354	(5,899,418)	147,571,182
23	(8,779,464)	(4,306,431)	(5,130,916)	(9,861,069)	(3,351,182)	(6,229,956)	(6,268,072)	(7,680,413)	(8,108,551)	(22,403,552)	(5,899,418)	147,575,365
24	(4,038,333)	(4,306,431)	(6,815,594)	(9,905,305)	(3,351,182)	(7,385,789)	(8,004,305)	(7,680,413)	(8,257,468)	(20,378,037)	(3,232,729)	120,400,459
25	(8,235,362)	(6,886,041)	(6,930,076)	92,399,843	(3,351,182)	(5,549,124)	(5,165,788)	(8,057,064)	(8,160,238)	(20,378,037)	(6,602,657)	120,400,459
26	(8,235,362)	(8,417,922)	(9,706,313)	92,399,843	(3,351,182)	(6,028,579)	(5,165,788)	(7,086,570)	(6,306,456)	(20,378,037)	12,617,580	119,976,448
27	(8,235,362)	(9,693,429)	(7,229,442)	92,399,843	(5,034,858)	(2,902,528)	(5,165,788)	(7,500,913)	(6,306,456)	(16,449,269)	12,617,580	119,976,448
28	(10,424,580)	(7,047,119)	(6,242,964)	(18,554,582)	(7,638,441)	(2,902,528)	(6,331,998)	(6,276,210)	(6,306,456)	(18,363,737)	(5,791,458)	119,976,448
29	(8,794,892)	(4,659,687)	(6,242,964)	(15,470,810)	(6,237,802)	(2,902,528)	(7,492,442)	(5,750,955)	(6,833,978)	(10,580,122)	(5,791,458)	109,438,819
30	(9,344,401)		(6,242,964)	(13,186,522)	(6,782,579)	(5,722,583)	(7,861,304)	(5,750,955)	(6,733,765)	(19,214,009)	(5,791,458)	5,310,274
31	(8,199,540)		(7,852,940)		(6,782,579)		(6,313,473)	(5,750,955)		(9,039,544)		(2,133,158)
AVG	(8,267,875)	(1,791,151)	(3,932,531)	(1,517,956)	(6,840,245)	(6,045,933)	(6,534,186)	(7,075,568)	(6,124,894)	(7,404,180)	(6,399,582)	31,161,651