

DATE ISSUED: April 15, 2003

11698

REQUISITION #:

ATTACHMENT B

TITLE: SAFEKEEPING SERVICES - KING COUNTY FINANCE AND BUSINESS OPERATIONS DIVISION

2003-171

Sealed bid proposals are hereby solicited and will be received only at the office of the King County Procurement and Contract Services Section in Room 871 of the Exchange Building, 821 Second Avenue, Seattle, Washington 98104 at any time between 8:30 A.M. and 4:30 P.M., Monday through Friday, but no later than 2:00 P.M. on Thursday, May 29, 2003 for the requirements specified herein in accordance with "King County Bidding Instructions and Purchase Contract Conditions" attached hereto. All bids received will be opened in public at the time and place stated above and all bidders and other interested persons are hereby invited to be present.

SUBMITTAL

The original and one (1) photocopy of this entire ITB document package shall be signed and submitted complete including the original and one (1) photocopy of the proposal data or attachments offered. Original shall be noted or stamped "original". Bidders shall use recycled and recyclable paper in the preparation of documents submitted with this proposal and both sides of paper sheets when possible.

PRE-BID CONFERENCE:

All bidders are invited to attend a pre-bid conference on Wednesday, May 7, 2003 at 2:00 p.m. at the King County Treasury Conference Room, Room 610, King County Administration Building, 500 4th Avenue, Seattle, Washington 98104

TERM SERVICE CONTRACT

Furnishing Safekeeping services as requested by authorized King County personnel during the period from contract inception for five years, in accordance with the following and attached instructions, requirements, and specifications.

NOTE: INFORMATION WITHIN BORDERED AREA MUST BE COMPLETED AND SIGNED.

COMPANY		DELIVERY GUARANTEED		DAYS AFTER ORDER	
ADDRESS		PROMPT PAYMENT DISCOUNT TERMS			
CITY	FEDERAL TAX ID NUMBER	STATE	ZIPCODE	PHONE	
AUTHORIZED REPRESENTATIVE (TYPE OR PRINT)		TITLE	SIGNATURE		

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11698**I. INTRODUCTION****A. Definitions**

1. **"Bank"**. The qualified public depository which is selected to provide Safekeeping services to the Manager.
2. **"Business Day"**. Any day on which the County is open for business.
3. **"Contract"**. The Safekeeping Services Agreement.
4. **"Manager"**. The Treasury Manager of the Treasury Section, Financial and Business Operations Division, King County Finance Department of Executive Administration who, by King County Code 2.16.030.C and 4.20.020 is delegated the functions and duties of the statutory County Treasurer (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.
5. **"Proposal Documents"**. As referenced throughout this and the attached documents shall include all parts of this Invitation To Bid ("ITB"), plans, specifications, Contract forms, supplemental specifications, special provisions, Contracts, addenda, and any and all other parts of the ITB and the bank must follow the same in response to this ITB.
6. **"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 Safekeeping services agreement (hereinafter the "Contract").

B. Background

Chapter 4.14 of the King County Code requires King County (the "County") to acquire its safekeeping services through a competitive process every five years. The Manager by way of this document solicits bids for the provision of safekeeping services during the period October 1, 2003 through September 30, 2008.

C. Bid Calendar – Tentative Schedule of Events

1. **April 15, 2003** - King County Procurement and Contract Services Section shall distribute Invitations To Bid to all interested banks.
2. **May 7, 2003, 2:00 P.M.** - Treasury Conference Room #610, King County Administration Building - A conference will be conducted with all interested banks to answer questions on the form and content of the Invitation To Bid. Attendance is strongly urged. If any changes to the specifications result, they will be reduced to writing and made available as addenda to these Proposal Documents to all banks who have received an Invitation To Bid. Participating banks will be asked to sign a receipt for the addenda to the Proposal Documents.
3. **May 29, 2003, 2:00 P.M.** - Bids for the provision of safekeeping services will be due at this time. All bids received later than this time will be returned to the banks unopened. All bids must be submitted in sealed envelopes bearing on the outside the name of the bank, the bank's address, and the words "King County Safekeeping Services." The bid must be signed in the name of the bank and must bear the signature of a person duly authorized to sign the bid and bind the bidder to its terms. Include the name, office address, and office telephone number of

the bank representative qualified to answer questions which may arise during the review process.

4. **June 13, 2003** - The Manager will evaluate all bids which were received timely, but reserves the right to reject any and all bids 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. **June 27, 2003** - 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.

D. Terms and Conditions

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

In the event that the Bank to which the Contract is awarded does not implement the safekeeping services Contract on October 1, 2003, 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 bid or to call for new bids, 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 bid shall be taken as prima facie evidence of compliance with this paragraph.
4. **Hold Harmless and Indemnification.**
5. **Insurance and Bond Requirements**
6. **Termination of Agreement**
 - a) **Termination of Agreement For Cause.** (See section 4 of the Contract attached as Exhibit B to the original ITB.)
 - b) **Termination for Convenience of County.** The County may terminate the Contract in whole or in part upon 30 days written notice to the Bank. In the event the Contract is terminated in whole or in part, payment will be made at the contract rate for services performed through the effective date of any such termination, which shall be the full and complete satisfaction of the Bank's claims.
7. **Venue and Choice of Law.** It is mutually agreed that the venue of any suit or action brought in connection with the Contract shall be the Superior Court of King County, Washington. The Contract shall be governed by the law of the State of Washington.

8. **Confidentiality.** 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
9. **Severability.** Should any provision of the Contract be declared unconstitutional, invalid, or void by a court of law, such decision shall not affect the validity or enforceability of the remaining provisions of the Contract.
10. **Captions.** The captions in this agreement are provided for the convenience of the parties and have no effect on the construction or interpretation of any part hereof.
11. **Extent of Agreement.** The provisions in the Invitation To Bid 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, 2003. 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

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

G. Bid Form

The Bid Form (Exhibit A) must be completed for a bid to receive consideration.

II. SAFEKEEPING SERVICE REQUIREMENTS**A. Account Maintenance**

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

1. Maintain a Federal Reserve Account in order to handle book entry security transactions. The bidder will act as trustee for securities purchased by the Manager, necessitating that the Federal Reserve account into which the securities are transferred, be separate from the account into which the bank safekeeps its own securities.
2. Be able to safekeep physical securities in New York City either through its own facilities or

through a correspondent relationship with a New York bank.

3. Dedicate a single individual solely to maintaining the County's account because of the volume of trade activity. This individual must be available by telephone during the hours 7:00 A.M. - 4:00 P.M. Pacific Standard Time. The bidder will provide adequate backup to ensure that the County's account is maintained during any absences of the individual dedicated to the account.

B. Safekeeping Services

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

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

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

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

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

4. Book entry securities are to be safekept in a trust account at the Federal Reserve Bank, in accordance with Section II A.1 of this ITB, with an entry in the Bank's books reflecting that the Bank holds those particular securities (or a quantity of securities that are part of a fungible bulk of government book entry securities) for the County.
5. Physical securities being held in the Bank's trust department, or in the trust department of the

Bank's correspondent bank, in all cases are to be marked with the notation on their face or conspicuously on their container that they are "property of King County Treasury Division, King County, Washington" from the time of the Bank's receipt of the security until the Bank delivers the security as instructed by the County.

- 6. A fail occurs when the seller of a security fails to deliver the security purchased either to the Bank, a correspondent bank, or the Federal Reserve Bank. The Bank must notify the Manager or the Manager's representative by telephone of all fails by 8:00 A.M. Seattle time one business day following the fail.
- 7. On the day of the Bank's receipt of securities for the County's account, the Bank will send the County either by courier or by electronic means, an individual safekeeping receipt of each security received for the County's account, and stating that the Bank has identified those securities on the Bank's books as belonging to the County.
- 8. The Manager shall direct that the County's brokers/dealers deliver all securities that are to be held by the Bank for the County to:

in the case of book entry securities; and to

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

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

for book entry Securities held by the Bank; and to

for physical securities held in New York City.

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

- 10. The Bank will work with the Manager in order to ensure that the safekeeping arrangement does not adversely affect the daylight overdraft situation at the Manager's concentration bank.
- 11. The Bank will include, with the monthly account analysis, a separate schedule or other support document that clearly shows and details the previous month's charges.

- 12. The Bank will allow physical inspection by the County or the County's agents to verify segregation of the County's securities at any time during regular banking hours without prior notice and without charge to the County. The Bank will cooperate with the County in physically spot-checking the Bank's account at the County's correspondent bank and the Seattle Fed without notice to those entities, in order to confirm that they are holding for the Bank the proper quantity of a bulk of similar securities of which the County's securities are a part.
- 13. The following addresses shall be used for mailing of notices under this Agreement:

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

- 14. By November 1, 2003 and every November 1st thereafter for the duration of this Contract, the Bank shall procure for the County a "letter of opinion" from an independent outside accounting firm regarding the sufficiency of the system of internal accounting control utilized by the Bank in relation to its obligation and services under the Contract.

III. BID EVALUATION

A. Bid Evaluation

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

<u>Descriptions</u>	<u>Assumed Annual Volume</u>
Purchases / maturities	
➤Physical	0
➤Book Entry	443
Wire transfers	118
Paydowns	247

B. Conditional Bids

If a bidder 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 bid or 2) to determine the cost associated

with each condition or limitation and add that cost to the Bank's bid. A sample completed Bid Form is included as Exhibit C for information purposes only.

- C. Employment**
- D. Recycled/Recyclable Products**
- E. Termination of the Contract**

The parties understand that after the termination of the Contract, some work related to the performance of the Contract will inevitably occur. The parties agree that the Bank will be compensated for all post-contract termination work performed related to the Contract on the same basis as pre-Contract termination work.

F. EXHIBITS

- A. Bid Form**
- B. Form of Contract**
- C. Sample Bid Form**
- D. County Council Motion**

KING COUNTY BANKING SERVICES BID FORM

Qualifications

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.

Satisfactory or Outstanding.

Responsiveness

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

FEE BASIS

BASIC SERVICES

Purchases - Physical
Purchase - Book Entry
Maturities - Physical
Maturities - Book Entry
Disbursements
Paydowns
Safekeeping Account Charge

	Item
	Item
	Item
	Item
	Item
	Item
	Month

OTHER SERVICES (LIST):

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EXHIBIT A
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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 bid:

Name _____

Title _____

Office Address _____

Telephone Number _____

CONTRACT NO. _____ DEPARTMENT _____
 FEDERAL TAXPAYER I.D. _____ CONTRACTOR _____
 SERVICES PROVIDED _____
 AMOUNT \$ _____ FUND SOURCE _____
 DURATION _____ TO _____

CONTRACT FOR MISCELLANEOUS SERVICES - 2003

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. SCOPE OF SERVICES

The Contractor shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

<input type="checkbox"/> Scope of Services	Attached hereto as Exhibit	A
<input type="checkbox"/> RFP No.	Attached hereto as Exhibit	B
<input type="checkbox"/> Response to RFP	Attached hereto as Exhibit	C
<input type="checkbox"/> Personnel Inventory Report (K.C.C. 12.16)	Attached hereto as Exhibit	D
<input type="checkbox"/> Affidavit of Compliance (K.C.C. 12.16)	Attached hereto as Exhibit	E
<input type="checkbox"/> Disability Assurance of Compliance/Section 504	Attached hereto as Exhibit	F
<input type="checkbox"/> Statement of Compliance (K.C.C 12.16)	Attached hereto as Exhibit	G
<input type="checkbox"/> Certificate(s) of Insurance and Policy Endorsement	Attached hereto as Exhibit	H
<input type="checkbox"/> Waiver (if applicable)	Attached hereto as Exhibit	J
<input type="checkbox"/>	Attached hereto as Exhibit	_____
<input type="checkbox"/>	Attached hereto as Exhibit	_____
<input type="checkbox"/>	Attached hereto as Exhibit	_____

II. DURATION OF CONTRACT

This Contract shall commence on the _____ day of _____, 2003, 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-contractor 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 \$300,000.00 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 \$300,000.00.

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 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, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, and/or agents. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, 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. In the event the County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor fees, and costs incurred to enforce the provisions of this section.

Claims 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 unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

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 sub-contractors. The Contractor or sub-contractor shall pay the cost of such insurance. The Contractor may furnish separate certificates of insurance and policy

endorsements from each sub-contractor 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 Agreement.

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) 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. "Professional Services", for the purpose of this Contract section shall mean any services provided by a licensed professional.

3. Automobile Liability:

Insurance Services Office form number (CA 00 01 Ed. 12-90) 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: \$ _____ combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$ _____ aggregate limit.
2. Professional Liability, Errors and Omissions: \$ _____
3. Automobile Liability: \$ _____ 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: \$ _____

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. General and Automobile Liability Policy(s):
 - 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.
 - 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 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 # _____ are included under this policy.

H. Sub-contractors

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

X. CONFLICT OF INTEREST

The selected contractor agrees to the conditions of King County Code 3.04.120. King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Further information regarding King County's Ethics policies may be obtained by contacting the King County Ethics Board at the address below:

King County Ethics Board

900 Fourth Avenue, Suite 860
Seattle, WA 98164
206-296-1586

XI. PART 1 - 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, 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 Chapter 12.16 and 12.17 is incorporated herein by reference, and such requirements shall apply to this Contract.
- B. Nondiscrimination in Subcontracting Practices. During the solicitation, award and 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, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- C. 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, 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.
- D. Small Business and Minority and Women Business Enterprises Opportunities - King County encourages the Contractor to utilize small businesses, including 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 M/WBEs:
1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
 2. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.

4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Using the services of available community organizations, Contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
7. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at (360) 753-9693.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
 2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 3. Utilizing the services of available community organizations, Contractor groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
- E. 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.
- F. Fair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupation qualification;

4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 5. Employer, employment agency or a labor organization to retaliate against any person because that person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification;
 7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring employees speak only English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.
- 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 documents.
- 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. PART 2 - REQUIRED SUBMITTALS

- A. Required Submittals Prior to Contract Execution. All Contractors entering into a contract or agreement with King County shall submit the following forms within ten days after the bidder receives a notice of selection:

All Miscellaneous Service contracts, regardless of value, shall include the following form:

1. An Affidavit and Certificate of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.A 504/ADA Disability Assurance of Compliance in accordance with Section XIII of this contract, on the form provided by the County.

When a contractor has reached \$25,000 in total overall contract value from King County in a given year, regardless of source, the contractor shall submit the following forms:

2. A Personnel Inventory Report on the form provided by the County.
3. An Affidavit and Certificate of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
4. If required, a Statement of Compliance - Union or Employee Agency Statement with King County Code Chapter 12.16

Assistance with requirements 2, 3 and 4 of this Section, and copies of Chapters 12.16, 12.17 and 12.18, are available by contacting the King County Office of Business Relations and Economic Development (OBRED) at the address below. Please include the contract number in all correspondence.

Office of Business Relations and Economic Development
Business Development & Contract Compliance Section
516 Third Avenue, Mail Stop: KCC-EX-0402
Seattle, WA 98104-3271
Phone: (206) 205-0700

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

Procurement and Contract Services Section
821 Second Avenue, 8th Floor
Seattle, WA 98104
Phone: (206) 263-4266 / 263-4267

The County will not execute any agreement or contract without prior receipt of fully executed forms listed in paragraph A above.

XIII. PART 3 – COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICAN WITH DISABILITIES ACT OF 1990

The Contractor has complete a Disability 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 shall complete a 504/ADA Disability Assurance of Compliance and it is attached as an exhibit to this Contract and is incorporated herein by reference.

XIV. PROPRIETARY RIGHTS

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

XV. KING COUNTY RECYCLED PRODUCT PROCUREMENT 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.

If the Contractor considers any portion of the items delivered to King County 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 law. If the material is not exempt from public disclosure law, the County will notify the Contractor of the request and allow the Contractor and allow the Contractor twenty (20) 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 Proposal deemed subject to disclosure. By submitting a Contract, the Contractor assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure. Contractor's failure to specifically identify items as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET" will not diminish Contractor's proprietary rights in its trade secrets and other confidential information identified in this Contract (including all Attachments and Exhibits), or otherwise identified, as trade secrets and/or confidential information; provided, if Contractor fails to specifically label protected items, King County will not be liable to Contractor for inadvertently releasing such items pursuant to a disclosure request.

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

Contractor

Name (Please type or print)

Name (Please type or print)

Address

Address

City, State, Zip Code
()

City, State, Zip Code
()

Telephone number

Telephone number

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.

COUNTY:

CONTRACTOR:

FOR

Signature - King County Executive

Signature

Date

Name (Please type or print)

Title (Please type or print)

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

Date

KING COUNTY BANKING SERVICES BID FORM

Qualifications

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.

Satisfactory or Outstanding.

Responsiveness

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

FEE BASIS

BASIC SERVICES

Purchases - Physical	\$12.00	Item
Purchase - Book Entry	\$12.00	Item
Maturities - Physical	\$12.00	Item
Maturities - Book Entry	\$12.00	Item
Disbursements	\$10.00	Item
Paydowns	\$5.00	Item
Safekeeping Account Charge	\$375.00	Month

OTHER SERVICES (LIST):

11698

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 bid:

Name _____

Title _____

Office Address _____

Telephone Number _____