REQUISITION #:

ATTACHMENT \triangle

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

2003.1

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 <u>noted</u> or <u>stamped</u> "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 10:00 a.m. at the King County Treasury Conference Room, Room 610, King County Administration Building, 500 4th Avenue, Seattle, Washington 98104

TERM SERVICE CONTRACT

Furnishing Banking 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 RE	PRESENTATIVE (TYPE OR PRINT)	TITLE	s	IGNATURE	

NAME OF OFFEROR:		Bid No.

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I. INTRODUCTION

A. Definitions

- 1. "Bank". The qualified public depositary 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 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 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 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.
- 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 bids for the provision of banking services during the period October 1, 2003 through September 30, 2008.

NAME OF OFFEROR	NAME	OF(OFFFROR:	
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Bid No.

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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 ITB. 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 C is a map of the King County Council Districts. Banks making bids must have, at the time the bid is made and must maintain during the course of the Contract, branches in at least nine of these districts.
- Public Deposit Protection Act. A proposer must be in compliance with, at the time of bidding, 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 depositary as defined in the Washington Public Deposit Protection Act with a capital structure sufficient to support the deposit of \$250 million by the Manager. A proposer must submit its 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 bidding, have one of the top two CRA ratings (Satisfactory or Outstanding).

D. Bid Calendar

- 1. **April 15, 2003** King County Procurement and Contract Services Section shall distribute Invitations To Bid to all interested banks.
- 2. May 7, 2003, 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 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 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 Banking 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.

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- 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.

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 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 banking 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.

- 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. Bidders are obligated to provide services at the indicated bid 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 bid prices.
- 5. Hold Harmless and Indemnification
- 6. Insurance and Bond Requirements
- 7. 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.
- 8. <u>Venue and Choice of Law</u>. 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.

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- 9. **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
- 10. **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.
- 11. **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.
- 12. **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

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- 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.
- 13. **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. BANKING SERVICE REQUIREMENTS

A. Account Maintenance

The Manager presently maintains approximately 386 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 7:00 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. In situations where the account balances are not available by 6:00 A.M., the Manager will estimate such balances and place investments accordingly. King County uses the ProComm Plus software, version 4.8 to retrieve bank files and Sungard Treasury Systems Resource IQ2 software, version 2.0, to store the data. Currently the County receives activity information for 54 accounts, including the warrant accounts. The average file contains about 5,200 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 84 accounts to the Main Account on a daily basis

Additionally, a zero balance account capability will be needed for the 27 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 H provides a schedule of the actual warrant clearances in 2002 while Exhibit D 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. Exhibit E consists of the current account 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:

<u>Warrant accounts</u>: The primary disbursement mechanism for the County and its agencies and districts will remain the warrant. The County currently has 27 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.

<u>Direct deposit</u>: The County currently has 35 accounts used for processing of direct deposit of payroll.

<u>Trust</u>: 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. Exhibit F consists of the current account analysis.

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. Exhibit G provides an example of a recent account summary.

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

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established 16 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. At peak tax collection periods of April and October, the Manager will segregate checks received at the Treasury Section and drawn upon major local banks and deposit them directly to those banks. Currently King County deposits directly to Key Bank, Bank of America, and U.S. Bank. Daily Wire transfers of these deposits from the other accounts will be made to the General Account.

During the two property tax collection periods (April and October), the County makes early morning deposits that are processed through the Seattle Clearing House. 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 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 bid form the latest time that MICR encoded deposits will be accepted at its operations center for same day credit.

The County and many of its agencies currently uses canvas deposit bags for most of the deposits made. The bank must disclose whether canvas bags continue to be a deposit option and, if not, provide the least cost alternative to the County and its agencies.

C. Wire Transfer Services

The Bank will be required to maintain wire transfer facilities to the Federal Reserve Bank. The Bank

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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 Bid 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, modem, and Internet Currently, 35 bank accounts are maintained for the provision of direct deposit of payroll for 71 districts. It is likely that other direct deposit accounts will be opened during the term of contract. In the case of the County's direct deposit, the current practice is to have the Bank dial in and retrieve the file from the County.

In addition, the Manager currently transmits daily via modem a file of ACH transactions. The historical deadline has been 4:15. P.M.

The County is accustomed to receiving each day a hard copy report via fax providing detailed information related to ACH credits.

E. Warrant Services

There are presently 27 County and Special Purpose District accounts on which warrants are issued. Additional warrant accounts could be established during the term of the contract.

- The Bank will accept all warrants issued on these accounts (except as may be specified by the Bank in its bid form in response to item IV.D. below) and provide the Manager with the total amount received for each account by 6:00 A.M. on the following banking day. See Exhibit H 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.
- 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 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:
 - a) By 10:00 A.M., on the second day following bank acceptance, warrants sorted by MICR document number within MICR account number.;
 - b) By 10:00 A.M. on the day following bank acceptance, an Automated Reconciliation Plan (ARP) report listing the warrants, by account, by 10:00 A.M. The County is currently using Key Bank's ARP (See Exhibit I); and

c) By 6:00 A.M. on the day following bank acceptance, a direct file transmission, or any other means approved by the Treasury Manager, of warrant paid data for input into the County's Warrant Reconciliation System. The current business practice is to have the Bank dial in and provide this file to the County.

The total dollar amounts or warrants on these three items must agree (except for missing warrants as covered in paragraph 7, below). Time is of the essence, and failure to provide these three items when specified may result in the Manager's inability to redeem warrants presented.

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 bid by the Bank on the Bid Form.

<u>Note</u>: 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:
 - a) That the warrant giving rise to the claim and photocopy are missing;
 - b) That the warrant giving rise to the claim is listed on an Automatic Account Reconciliation printout previously presented to the Manager and for which the Manager has paid the Bank in an amount including the missing warrant;
 - c) The Bank is unable to provide sufficient evidence, of whatever nature, that the missing warrant was cashed or otherwise negotiated and presented to the Bank for payment; and
 - d) The County's warrant records have not been tampered with, destroyed, or otherwise impaired.

In all cases, Bank liability shall be limited to the amount of the missing warrant or warrants and the Bank shall have no liability unless the 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.

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F. Courier Service

The Bank will provide courier service to and from the Manager's office a minimum of one time each working day at a time mutually agreeable for pickup and/or delivery of magnetic tapes, warrants, and other essential documents.

G. 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 bid by the Bank. The 2002 daily collected balances for the County's general account is shown in Exhibit J.

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.

H. 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

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.

I. Conversion

The Bank will formulate an implementation schedule and provide that schedule 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, 2003. The Bank is expected to provide for the creation of approximately 1,500 endorsement stamps which it is estimated will be needed by various County departments, agencies, and special purpose districts.

J. Other Services

In response to this ITB, 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

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benefits to the County. The Manager, at his or her option, may accept a bid for basic banking services only or for basic banking services plus any or all of these other services offered by the Bank.

III. COMPENSATION AND BID EVALUATION

A. 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 bid 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 remainder of the charges within 30 days after receipt of the monthly statement of itemized services required by Section II.A.6. of this ITB or with the concurrence of the Bank, the deficit shall be carried forward to the following month. If the contractually determined earnings on the collected balances maintained by the Manager exceed the monthly service charge, the excess shall be carried forward and credited against the following month's service charges except at the termination of the Contract when the Bank will pay the Manager any accumulated excess.

- B. 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 bid by the Bank.
- C. 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.

a) Service Charges

Descriptions

GENERAL ACCOUNT S	BERVICES
Analysis Fee	, 18
Accounts	380
FDIC Insurance (Per \$1000)	34,500,000
ZBA Concentration Accounts	4
ZBA Subsidiary Accounts	110
Federal Tax Payments	310
Photocopy Request	1,973
DDA Statement Special Cut	565

Assumed Annual Volume

DEPOSITORY SERVICES

Cash Deposited	Page 15 114,499
Check Chargebacks	9,093
Coin Roll Out / In	55,580
Courier Charge	12
Currency Strap In	1,107
Currency Strap Out	37,586
Deposit Error	1,028
Deposit Quality Charge	837
Deposit Quality Charge MICR	32
Deposits	137,371
Local Items Unencoded	2,266,610
Local Items Pre-encoded	1,116,893
Non-Local Items Unencoded	400,918
Non-Local Items Pre-encoded	165,980
Night Bags	542
Night Bags – Cash Deposited	5,000,000
Night Bags Depad	29
Night Bag With Receipt	90
Night Depository	10,154
Cash (Over the Counter)	4,816,732
Redeposit Returned Items	11,233
Vault Deposit Adjustment	696
Vault Deposit Cash	72,000,000
Vault Order Auto	4,550
Vault Coin Box Out	559
Vault Currency Strap In	174,337
Vault Deposit Envelope Balance	.33
Vault Deposit In	32,383
Vault Incoming Coin Box	899

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Checks Paid	1,164,453
Overdraft Fees	14
Stop Payments	345
ARP Deposit Minimum	248
ARP Deposit Reconciliation Items	1,093,408
ARP Reconciliation	57
ARP Fax Charge	440
ACH SERVICES	
Notification of Change	1,787
Credit Items	816,265
Debit Items	58,074
Data Transmissions	668
ACH Maintenance	500
ACH Minimum Per	309
CRR Admin	12
CRR Paper Report	251
Electronic Checks	603
Electronic Debit Blocking Setup	1
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ACH Batches	17
ACH Returns	325
Late Files	92
Paper Exception Reports	1,075
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EDI Monthly Fee	1
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Automated Outgoing (non-repetitive)	129
Internal Transfers (repetitive)	122
Internet Book transfers	202
International Wire (repetitive)	. 2
International Wire (non-repetitive)	49
Incoming Wire Phone Calls	31
Wire Mail Advice	102
INFORMATION SERVICES	
BAI Items	1,122,073
BAI Accounts	55
BAI Transmission	250
Internet Account Management	5
Internet ACH Base Fee	8
Internet ACH Car Report	8
Internet DDA Statement	11
Internet Intraday Items	148
Internet Intraday Reporting	8
Internet IR Maintenance	1,057
Internet Previous Day Reporting	89
Internet Previous Day Items	121,489
Internet Return Item Report	8
Internet Wire Maintenance	1
Intraday Items	1,677

b) Negative Collected Balance Charges

This charge will be based upon the fixed or variable rate bid 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 bid evaluation purposes, the "negative collected balance charge" will not be considered by the Manager in determining least cost to the County.

c) 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 bid by the Bank. A one million dollar average monthly collected balance will be assumed.

d) 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 Financial Management Division of the Finance Department.

For bid 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 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

NAME OF OFFEROR:	Bid No.
	2.4110.

Bid Form is included as Exhibit K for information purposes only.

H. Employment

I. Recycled/Recyclable Products

J. 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.

K. EXHIBITS

A.	Bid Form	G.	Account Summary
B.	Form of Contract	H.	Daily Warrant Redemptions
C.	County Council Districts	l.	Automated Reconciliation Plan
D.	Daily Warrant Borrowings	J.	Daily Collected Balance - Main Account
E.	Daily Bank Statement	K.	Sample Bid Form
F.	Monthly Account Analysis	L.	County Council Motion

KING COUNTY BANKING SERVICES BID FORM

Qualifications

- Bank by signature below certifies that is it a Washington State qualified public depositary as defined in RCW 39.58.010 with eligible capital structure to support Manager deposits of at least \$250 million. Attach Consolidated Report of Condition as of December 31, 2002, 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 Invitation to Bid, and being familiar with all conditions and requirements surrounding the required services, the undersigned herby proposed to furnish all requirements in accordance with the Bid Documents within the times set forth and at the prices stated below.

1. Service Charges

Cash Deposited Check Chargebacks Coin Roll Out / In

GENERAL ACCOUNT SERVICES

Analysis Fee
Accounts
FDIC Insurance
ZBA Concentration Accounts
ZBA Subsidiary Accounts
Federal Tax Payments
Photocopy Requests
DDA Statement Special Cut

Analysis
 Account
\$1,000
Account
 Account
Payment
Request
Statement

BASIS

FEE

DEPOSITORY SERVICES

Courier Charge Currency Strap In **Currency Strap Out** Deposit Error Deposit Quality Charge Deposit Quality Charge MICR Deposits Local Items Unencoded Local Items Pre-encoded Non-Local Items Unencoded Non-Local Items Pre-encoded Night Bags Night Bags - Cash Deposited Night Bags Depad Night Bags With Receipt **Night Depository** Cash (Over the Counter) Redeposit Returned Items Vault Deposit Adjustment Vault Deposit Cash Vault Order Auto Vault Coin Box Out Vault Currency Strap In Vault Deposit Envelope Balance Vault Deposit In Vault Incoming Coin Box

	\$1
	Item
	\$1
	Month
<u> </u>	\$1
	\$1
	Item
	Item
	\$1
	Item
	Item
	Item
	\$1
	Item
	\$1
	Item
	Item
	Item

Item

PAPER DISBURSEMENT SERVICES

Incoming Wire Phone Calls

TAI ER DIODORGEMENT SERVICES	
Check Quality Charges	Item
Checks Paid	Item
Overdraft Fees	Item
Stop Payments	Item
ARP Deposit Minimum	Item
ARP Deposit Reconciliation Items	Item
ARP Reconciliation	Item
ARP Fax Charge	Item
ACH SERVICES	
Notification of Change	Item
Credit Items	Item
Debit Items	Item
Data Transmission	File
ACH Maintenance	Item
ACH Minimum Per	
CRR Admin	ltem Ltores
	Item
CRR Paper Report Electronic Checks	Item
	Item
Electronic Debit Blocking Setup	Item
Electronic Debit Maintenance	Account
ACH Batches	ltem
ACH Returns	Item
Late Files	File
Paper Exception Reports	Report
EDI PAYMENT SERVICES	
EDI Monthly Fee	Item
EDI Remittance & Fax Charge	Item
EDI Report Page	Item
EDI Report (via Internet)	Report
WIRE AND FUNDS TRANSFERS	
Automated Incoming	Item
Automated Outgoing (repetitive)	ltem
Automated Outgoing (non-repetitive)	Item
Internal Transfers (repetitive)	Item
Internet Book Transfers	Item
International Wire (repetitive)	Item

Wire Mail Advice		Item
INFORMATION SERVICES		
BAI Items		Item
BAI Accounts		Item
BAI Transmission	······································	Item
Internet Account Management		Item
Internet ACH Base Fee		Item
Internet ACH Care Report		Item
Internet DDA Statement		Item
Internet Intraday Items		Item
Internet Intraday Reporting		Item
Internet IR Maintenance		Item
Internet Previous Day Reporting		Item
Internet Previous Day Items		Item
Internet Return Item Report		item
Internet Wire Maintenance	·	Item
Intraday Items		tem
OTHER SERVICES (LIST):		
Negative Collected Balance Rate (This rate is charged only if the average collected balance for all account	s is negative.)	
3. (a) Collected Balance Earnings Rate		
(b) Net Collected Balance Formula		

4. Warrant Line-of-Credit Interest Rate

5.	Interest	Beari	ng V	Varran	t Rate
	(Specify	y any l	imita	ations)	

DEADLINES:
1. Latest time of day when the bank can received domestic wiring instructions and assure wires are received by the close of business at the wire destination:
Latest time of day when the bank can receive an ACH file for enabling next day settlement of ACH transactions:
Latest time of day that bank will accept MICR encoded deposits at its operations center for same day processing:
4. Latest time of day that bank will accept deposits at branch locations for same day credit:
5. Latest time of day that bank will accept deposits for processing through the Seattle Clearinghouse:
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. FEDERAL TAXPAYER I.D. SERVICES PROVIDED AMOUNT \$ DURATION	DEPARTMENT CONTRACTOR FUND SOURCE TO
CONTRACT FOR I	MISCELLANEOUS SERVICES - 2003
THIS CONTRACT is entered into by K	ING COUNTY (the "County"), and "Contractor"), whose address is
The County is undertaking certain activ	vities related to
	, and
mentioned, to be made and performed mutually agree as follows: I. SCOPE OF SERVICES The Contractor shall provide se	of payments, covenants, and agreements hereinafter by the parties hereto, the parties covenant and do rvices and comply with the requirements set forth attached exhibits, which are incorporated herein by
Scope of Services	Attached hereto as Exhibit A
RFP No.	Attached hereto as Exhibit B
Response to RFP	Attached hereto as Exhibit C
Personnel Inventory Report (K.C.C	
Affidavit of Compliance (K.C.C. 12	
Disability Assurance of Complianc	
Statement of Compliance (K.C.C 1	
Certificate(s) of Insurance and Pol Endorsement	icy Attached hereto as Exhibit H
Waiver (if applicable)	Attached horoto as Exhibit
	Attached hereto as Exhibit _J Attached hereto as Exhibit
	Attached hereto as Exhibit Attached hereto as Exhibit
	Attached herete as Exhibit

EXHIBIT B

111.

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.
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 suc 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 grater 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. <u>Deductibles and Self-Insured Retentions</u>

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. <u>Sub-contractors</u>

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. <u>Nondiscrimination in Employment and Provision of Services</u>. 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. <u>Nondiscrimination in Subcontracting Practices</u>. 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. <u>Compliance with Laws and Regulations</u>. 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. <u>Small Business and Minority and Women Business Enterprises Opportunities</u> 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. <u>Equal Employment Opportunity</u>. 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. <u>Fair Employment Practices</u>. 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;
- 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 $\underline{\text{only}}$ English at certain $\underline{\text{times}}$ 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:
 - 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. <u>Sanctions for Violations</u> - 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:

 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
CONTRACT AMENDMENTS	

XIX.

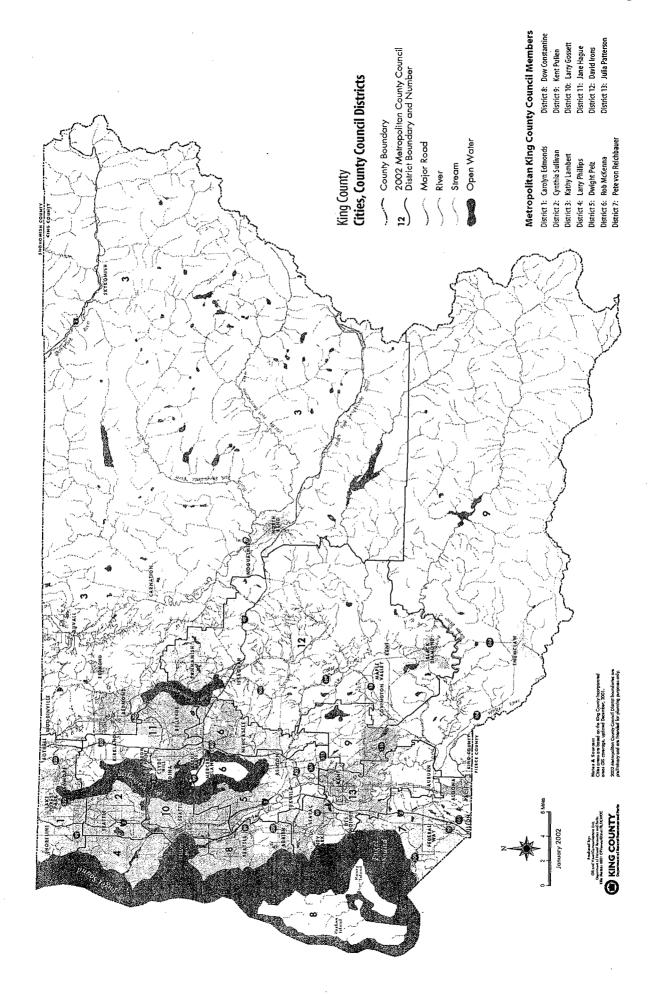
Either party may request changes to this contract. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this contract.

CONTRACTOR:
Signature

EXHIBIT B Page 15 of 15

Date	Name (Please type or print)
	Title (Please type or print)
Approved as to Form: OFFICE OF THE KING COUNTY	Date

PROSECUTING ATTORNEY

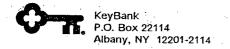


10,815,213 11,205,895 11,016,355 10,401,461

11,452,490 10,999,662 10,556,896 11,163,304 10,754,221 11,217,329 12,188,613 10,036,053

Average

Mth/Day	January	February	March	April	May	June	July	August	September	October	November	December
-		14,186,084	14,977,028	18,393,416	14,993,347		22,573,670	15,320,823		18,001,643	10,868,408	
2	14,948,645			17,793,998	12,779,846	•	23,470,841	13,908,535	-	13,969,708		9,966,304
3	15,870,572			16,053,891	10,805,883	16,690,393	15,402,119		15,683,482	14,887,433		11,749,964
4	12,023,308	20,939,967	23,503,740	8,410,874		19,316,838			16,450,402	12,197,759	13,871,457	12,385,133
5		13,955,630	12,138,263	8,217,575		13,440,156	10,948,818	12,793,346	12,687,659		12,961,205	7,055,646
9		13,359,741	12,264,251		16,259,681	10,109,373		10,948,071	11,980,117		11,575,766	8,041,635
7	13,111,923	6,527,870	7,501,756		9,789,701	11,284,371		8,786,693		10,531,822	6,922,910	
8	11,071,893	6,473,119	4,829,649	15,146,694	9,758,076		13,278,571	5,820,413		9,412,133	9,374,056	
6	9,011,175			10,312,948	9,233,111		12,951,700	10,216,185	13,621,554	8,562,128		13,458,301
10	9,011,306			5,091,007	9,290,219	13,589,138	9,152,751		8,334,330	7,658,974		9,377,979
11	9,952,398	14,839,989	11,871,092	6,560,497		8,154,728	10,829,280		10,073,561	8,758,034		10,485,521
12		7,213,293	8,011,187	9,549,670		7,448,243	7,901,104	7,925,864	8,965,480		10,946,853	6,524,603
13		6,960,548	8,695,239		12,260,735	8,652,763		9,550,702	9,726,038		12,539,071	7,947,271
14	14,308,524	6,365,566	6,405,533		11,359,491	8,543,546		6,491,854			8,837,172	
15	9,931,199	9,504,446	10,468,635	12,738,588	9,370,298		11,654,023	11,250,233		10,758,034	9,354,336	
16	11,030,447			14,084,672	7,564,158		12,250,491	11,863,336	11,276,250	16,952,848		12,100,512
17	9,309,768			10,729,770	9,967,101	11,137,685	8,905,051		10,727,335	11,550,813		10,575,951
18	11,805,099		14,861,868	8,201,021		14,069,850	6,973,117		10,586,133	10,460,080	12,598,190	8,547,960
19		14,948,290	15,718,974	7,771,312		10,915,840	13,004,704	13,566,400	8,783,500		12,404,903	9,643,896
20		13,878,930	8,238,404		15,730,307	6,484,393		11,614,186	11,340,492		8,523,241	7,453,721
21	-	12,917,115	5,248,642		11,363,634	6,827,850		12,086,296		9,414,612	15,174,089	
22	15,945,373	7,899,341	8,520,350	16,374,344	5,131,792		14,008,289	6,328,117		7,912,697	8,127,383	
23	14,448,411			11,054,284	5,547,957		15,442,736	9,517,756	11,049,615	13,064,408		13,691,598
24	8,483,316			6,584,891	7,006,451	17,591,651	9,237,697		7,755,194	14,487,463		18,908,571
25	7,978,095	11,038,047	9,739,426	7,457,729		9,423,827	8,312,688		8,441,742	9,208,498	11,195,720	
56		9,229,137	11,800,735	10,326,836		7,681,651	8,793,762	10,778,631	7,020,663		12,554,147	10,540,199
27	:	8,146,668	7,304,082			8,160,367		9,562,599	7,666,312		11,272,105	5,482,901
28	10,196,389	10,609,808	6,166,652		13,156,153	14,823,927		4,982,244		11,370,096		
59	13,933,425		13,429,306	12,637,889	10,526,543		11,158,751	5,915,444		9,781,958	10,209,738	
တ္တ	8,371,923			12,100,782	10,160,682		9,653,173	11,565,436	14,134,390	8,432,435		10,586,649
31	9,759,111				14,537,695		12,246,158			9,156,105		13,906,369



Public Sector Statement January 31, 2003 page 1 of 43

1652710

Questions or comments?
Call our Key Business Resource Center
1-888-KEY4BIZ (1-888-539-4249)

Key Public Checking 1652710
KING COUNTY TREASURY DIVISION
ATTN CHERYL SCHMIT

 Beginning balance 12-31-02
 \$14,647,930.40

 1540 Additions
 +950,394,375.73

 421 Subtractions
 -958,582,819.94

 Ending balance 1-31-03
 \$6,459,486.19

Additions Deposits Serial # Date Source 1-2 Customer Deposit \$10.60 1-2 **Customer Deposit** 345.00 1-2 **Customer Deposit** 673.20 1-2 **Customer Deposit** 1,404.00 1-2 **Customer Deposit** 4,647,00 1-2 **Customer Deposit** 22,181.36 1-2 Direct Deposit, Eftps - Chicago Reversal 31,967.55 1-2 Direct Deposit. Hud Treas 303 Misc Pay 50,000.00 1-2 **Customer Deposit** 219,766.77 1-2 Direct Deposit, Pay Mgt System Hhs Paymnt 649,562.70 1-2 **Customer Deposit** 1,379,453.50 1-2 Customer Deposit 5,281,126.00 1-2 102004847 **Fedwire Deposit** 9,004,466.67 1-2 102005059 Fedwire Deposit 72,726,907.00 1-3 **Customer Deposit** 17,00 1-3 Direct Deposit, FEM2 Treas 220 Misc Pay 321.00 1-3 Direct Deposit, King CO Fin-Propb of A-Ers 494,04 1-3 **Customer Deposit** 805.30 1-3 Direct Deposit, King CO Fin-Propb of A-Ers 1,046.56 1-3 **Customer Deposit** 1,162.80 1-3 **Customer Deposit** 1.551.30 1-3 Direct Deposit, King CO Fin-Propb of A-Ers 1,576.70 1-3 **Customer Deposit** 1,920.67 1-3 **Customer Deposit** 7,068.84 1-3 Direct Deposit. Epa Treas 310 Misc Pay 11,979.00 1-3 **Direct Deposit** King CO Finance Collection 52,652.22 1-3 **Customer Deposit** 137,018.96



1652710 - 04731



AVERAGE COLLECTED BALANCE

NUMBER OF POSITIVE DAYS

ACCOUNT ANALYSIS STATEMENT RELATIONSHIP SUMMARY

1.30922%

\$800.67

\$20,741.88

(\$19,941.21)

KING COUNTY TREASURY DIVISION FOR PERIOD ENDING: Jan-03 613 KING COUNTY ADMINISTRATION BUILDING NUMBER OF DAYS IN MONTH: 500 4TH AVENUE NUMBER OF DAYS IN THE YEAR: 365 SEATTLE, WA 98104 ACCOUNT NUMBER: 1652710 UNCOLLECTED FUNDS RATE FOR THIS ACCOUNT IS: 2.55000% MULTIPLIER/\$1 SERVICE CHARGE: 900.9 AVERAGE LEDGER BALANCE \$16,635,071.63 AVG DAILY POSITIVE COLLECTED BALANCE \$801,475.29 LESS AVERAGE FLOAT LESS COMPENSATING BALANCES \$15,833,596.34 \$0.00 AVERAGE COLLECTED BALANCE \$801,475.29 LESS RESERVES AT 10% \$80,147.52 BALANCES AVAILABLE TO SUPPORT SERVICES \$721,327.77 AVG DAILY NEGATIVE COLLECTED BAL MULTIPLIED BY NO. OF POS DAYS DIVIDED BY NO. OF DAYS IN MONTH 31 ADJ BAL AVAILABLE TO SUPPORT SERVICES \$721,327.77

EARNINGS CREDIT RATE

EARNINGS ALLOWANCE

NET SERVICE CHARGES

TOTAL SERVICE CHARGES

\$801,475.29

SVCS CODE	SERVICES	QUANTITY	UNIT PRICE	TOTAL SERVICE CHARGES	BAL. NEEDED TO SUPPORT SERVICE
00	BALANCES & COMPENSATION INFORMATION				
	UNCOLLECTED FUNDS CHARGE		\$14,119.60	\$0.00	\$0.00
	FDIC ASSESSMENT		\$308.8300	\$308.83	\$278,224.94
	SUB-TOTAL			\$308.83	\$278,224.94
01	GENERAL ACCOUNT SERVICES				
	MAINTENANCE	107	\$5,0000	\$535.00	\$481,981,50
	ZBA CONCENTRATION ACCOUNT	2	\$4.0000	\$8.00	\$7,207.20
	ZBA SUBSIDIARY ACCOUNTS	68	\$4.0000	\$272.00	\$245,044.80
	PHOTOCOPY REQUEST	93	\$1,7500	\$162.75	\$146,621.47
	ANALYSIS FEE	1	\$0.0000	\$0.00	\$0.00
	DDA STMT SP CUT	44	\$1.0000	\$44.00	\$39,639.60
	FAX SERVICE		\$0,8000	\$0.00	\$0.00
	KEY TAX	26	\$1.0000	\$26.00	\$23,423.40
	INFO REPORTING CCS	1	\$0.0000	\$0.00	\$0.00
	CCS INTERNAL XF	1	\$1.5000	\$1.50	\$1,351.35
	INET PHOTO REQUEST PER			\$0.00	\$0.00
	SUB-TOTAL			\$1,049.25	\$945,269.32
10	DEPOSITORY SERVICES				
	OTC CASH	355,154	0.00069	\$245.06	\$220,770.95
	CASH DEPOSITED		\$0.0300	\$0.00	\$0.00
	CURRENCY STRAP OUT	911	\$0.0250	\$22.78	\$20,517.99
	COIN ROLL OUT/IN	2,754	\$0.0250	\$68.85	\$62,026.96
	VLT COIN BOX OUT	50	\$2,0000	\$100.00	\$90,090.00
	DEPOSITS	8,935	\$0.0500	\$446.75	\$402,477.07
	LOCAL ITEMS	139,691	\$0.0300	\$4,190.73	\$3,775,428.65
	NON-LOCAL ITEMS	36,569	\$0.0550	\$2,011.30	\$1,811,975.66
	LOCAL ITEMS PRE-ENCODED	56,050	\$0.0200	\$1,121.00	\$1,009,908.90
	NON-LOCAL ITEMS PRE-ENCODED	7,616	\$0.0200	\$152.32	\$137,225.08
	CHECK CHARGE BACKS	462	\$1.2500	\$577.50	\$520,269.75
	REDEPOSIT RETURNED ITEMS	604	\$0.7500	\$453.00	\$408,107,70
	COURIER CHARGE	1	\$285.0000	\$285.00	\$256,756.50
	MISC FEES (Supply Printing)			\$0.00	\$0.00
	CURRENCY STRAP IN		\$0.0250	\$0.00	\$0.00
	VAULT ORDER AUTO ·	248	\$2,0000	\$496.00	\$446,846.40
	VAULT DEPOSIT ADJUSTMENT	55	\$0.0000	\$0.00	\$0.00
	DEPOSIT QUALITY CHARGE MICR		\$0.4000	\$0.00	\$0.00
	DEPOSIT QUALITY CHARGE	53	\$7.5000	\$397.50	\$358,107.75
	DEPOSIT ERROR	65	\$0.0000	\$0.00	\$0.00
	COUNTER DEPOSIT		\$0.0000	\$0.00	\$0.00
	NITE DEPOSITORY		\$0.0000	\$0.00	\$0.00
	NITE BAG CANVAS	79	\$0.0000	\$0.00	\$0.00



ACCOUNT ANALYSIS STATEMENT RELATIONSHIP SUMMARY

KING COUNTY SUMMARY 613 KING COUNTY ADMINISTRATION BUILDING 500 4TH AVENUE SEATTLE, WA 98104		FOR PERIOD ENDING: NUMBER OF DAYS IN MONTH: NUMBER OF DAYS IN THE YEAR: ACCOUNT NUMBER: UNCOLLECTED FUNDS RATE FOR THIS ACCOUNT IS:	Jan-03 31 365 1652710 2.55000%
		MULTIPLIER/\$1 SERVICE CHARGE:	900.9
AVERAGE LEDGER BALANCE LESS AVERAGE FLOAT AVERAGE COLLECTED BALANCE AVG DAILY NEGATIVE COLLECTED BAL	\$24,839,881.85 \$19,340,300.99 \$5,499,580.86 \$0.00	AVG DAILY POSITIVE COLLECTED BALANCE LESS COMPENSATING BALANCES LESS RESERVES AT 10% BALANCES AVAILABLE TO SUPPORT SERVICES MULTIPLIED BY NO. OF POS DAYS DIVIDED BY NO. OF DAYS IN MONTH ADJ BAL AVAILABLE TO SUPPORT SERVICES	\$4,584,693.49 \$0.00 \$458,469.34 \$4,126,224.15 31 31 \$4,126,224.15
AVERAGE COLLECTED BALANCE NUMBER OF POSITIVE DAYS	\$4,584,693.49 31	EARNINGS CREDIT RATE EARNINGS ALLOWANCE TOTAL SERVICE CHARGES NET SERVICE CHARGES WARRANT FLOAT INTEREST NET SERVICE CHARGE DUE	1.30922% \$4,580.10 \$33,438.63 (\$28,858.53) (\$3,198.27) (\$32,056.80)

SVCS CODE	SERVICES	QUANTITY	UNIT PRICE	TOTAL SERVICE CHARGES	BAL. NEEDED TO SUPPORT SERVICE
00	BALANCES & COMPENSATION INFORMATION				
	UNCOLLECTED FUNDS CHARGE		\$14,168.56	\$0.00	\$0.00
	FDIC ASSESSMENT		\$438.79	\$438.79	\$395,305.91
	SUB-TOTAL			\$438.79	\$395,305.91
01	GENERAL ACCOUNT SERVICES			-	
	MAINTENANCE	378	\$5.0000	\$1,890.00	\$1,702,701.00
	ZBA CONCENTRATION ACCOUNT	4	\$4.0000	\$16.00	\$14,414.40
	ZBA SUBSIDIARY ACCOUNTS	110	\$4.0000	\$440.00	\$396,396.00
	PHOTOCOPY REQUEST	114	\$1.7500	\$199.50	\$179,729.55
	ANALYSIS FEE	18	\$0.0000	\$0.00	- \$0.00
	DDA STMT SP CUT	48	\$1.0000	\$48.00	\$43,243.20
	FAX SERVICE	0	\$0.8000	\$0.00	\$0.00
	KEY TAX	26	\$1.0000	\$26.00	\$23,423.40
	INFO REPORTING CCS	8	\$0.0000	\$0.00	\$0.00
	CCS INTERNAL XF	3	\$1.5000	\$4.50	\$4,054.05
	INET PHOTO REQUEST PER	0	\$1.7500	\$0.00	\$0.00
*	SUB-TOTAL			\$2,624.00	\$2,363,961.60
10	DEPOSITORY SERVICES				
	OTC CASH	428,890	\$0.00069	\$295.93	\$266,604.23
	CASH DEPOSITED	· O	\$0.0300	\$0.00	\$0.00
	CURRENCY STRAP OUT	972	\$0.0250	\$24.30	\$21,891.83
	COIN ROLL OUT/IN	4,378	\$0.0250	\$109.45	\$98,603.50
	VLT COIN BOX OUT	50	\$2.0000	\$100.00	\$90,090.00
	DEPOSITS	11,827	\$0.0500	\$591.35	\$532,747.2
	LOCAL ITEMS	186,436	\$0.0300	\$5,593.08	\$5,038,805.77
	NON-LOCAL ITEMS	41,163	\$0.0550	\$2,263.97	\$2,039,606.0
	LOCAL ITEMS PRE-ENCODED	62,970	\$0.0200	\$1,259.40	\$1,134,593.40
	NON-LOCAL ITEMS PRE-ENCODED	8,197	\$0.0200	\$163.94	\$147,693.5 ⁴
	CHECK CHARGE BACKS	701	\$1.2500	\$876.25	\$789,413.62
	REDEPOSIT RETURNED ITEMS	770	\$0.7500	\$577.50	\$520,269.7
	COURIER CHARGE	1	\$285.0000	\$285.00	\$256,756.50
	MISC FEES (Supply Printing)	0		\$0.00	\$0.00
	CURRENCY STRAP IN	0	\$0.0250	\$0.00	\$0.00
	VAULT ORDER AUTO	374	\$2.0000	\$748.00	\$673,873.20
	VAULT DEPOSIT ADJUSTMENT	60	\$0.0000	\$0.00	\$0.00
	DEPOSIT QUALITY CHARGE MICR	0	\$0.4000	\$0.00	\$0.00
	DEPOSIT QUALITY CHARGE	53	\$7.5000	\$397.50	\$358,107.7
	DEPOSIT ERROR	78	\$0.0000	\$0.00	\$0.00
	COUNTER DEPOSIT	0	\$0.0000	\$0.00	\$0.00
	NITE DEPOSITORY	0	\$0.0000	\$0.00	\$0.00

616,165

886,321

572,178

964,976

902,729

667,249

769,948

688,889

Average

King County Daily Warrant Borrowing 2002

Mth/Day	January	February	March	April	May	June	July	August	September	October	November	December
~	2,796,583		1	1,393,416	1	1,537,695	6,573,670	•	1,565,436	3,001,643	•	1
2	-	1	-	793,998	•	1,537,695	4,470,841	-	1,565,436	•	1	+
3	870,572	•		4,053,891	ı	1	•	ı	683,482	1,887,433	,	
4	r	3,939,967	8,503,740	1	. •	•	,		1,450,402	1,197,759		385,133
2		1,955,630			•	•	•	•		1,197,759		ı
9	•	2,359,741	2,264,251	,	1,259,681	109,373		ı		1,197,759	575,766	1
7	1	,	-	•	1	1,284,371	-	786,693	•	•	•	•
8	•	I	-	3,146,694	1,758,076	1,284,371	1.	•	•	ı	374,056	
6	_	t		1	1,233,111	1,284,371	2,951,700	4,216,185	1,621,554	1	374,056	458,301
10	11,306	1	-	-	1,290,219	589,138	ı	4,216,185	•	1	374,056	
11	1	3,839,989	871,092	-	1,290,219	1	829,280	4,216,185	2,073,561	1	374,056	485,521
12	1	1	-	1,549,670	1,290,219	1	-	-	-	•	1,946,853	ı
13	-	-	695,239	1,549,670	2,260,735	652,763	•	550,702	•	,	2,539,071	
14	4,308,524	•	-	1,549,670		-	-	1	1	•	•	
15	1	1,504,446	1,468,635	-	1	-	1	2,250,233	1	t	1	•
16	,	1,504,446	1,468,635	1		1		-	-	5,952,848	•	100,512
17		1,504,446	1,468,635		967,101		1	•	1	3,550,813	1	
18	802,099	1,504,446	1,861,868	201,021	967,101	2,069,850	1	•	1	1	2,598,190	•
19	802,099	1,948,290	2,718,974	-	967,101	1,915,840	3,004,704	1,566,400	ı	•	2,404,903	1
20	802,099	878,930	1	•	5,730,307	•	3,004,704	1	1,340,492	_	-	3
21	802,099	2,917,115	•	1	1	1	3,004,704	3,086,296	1,340,492	•	5,174,089	•
22	2,945,373	,	'	6,374,344	1	1	8,289	٠	1,340,492	1		1
23	2,448,411	1	•	54,284	1	•	1,442,736	1,517,756	1,049,615	4,064,408	,	691,598
24	1		ı	ı	1	7,591,651		1,517,756	1	4,487,463	•	5,908,571
52	•	3,038,047	1	1	1		312,688	1,517,756		1	1,195,720	5,908,571
56	-	•	800,735	1	-	•	793,762	778,631	1	,	554,147	540,199
27	,	•	1	•	1	160,367	793,762	562,599		-	•	•
78	•	•	1	•	2,156,153	1	793,762	•	1	-	-	1
29	2,933,425		1	•	-	1	1		,	781,958	,	ı
8			1		1,160,682	1	1	1,565,436	3,134,390	-	•	1
31	•		•		1,537,695		-	1,565,436		156,105		2,906,369

ACCOUNT NO. 1795759	95759			¥	Ξ	TTRO PAVEOLI	!	MECONCILIATION REPORT		;		į		
	Ē		2		2	LATRULL.		REPORT	T PAID ONLY	>-	DAILY	PAID	AS OF 02-24-03	•
SERIAL CHECK AMOUNT DATE DATE SEQ NUMBER PD/POST O/S PD/PST ISSUED NO.	AMOUNT DATE DATE 0/S PD/PST ISSUED (DATE DATE PD/PST ISSUED	DATE ISSUED	NON NO		PAYEE IDENTIFICATION	ပေရ	SERIAL Number	CHECK AMOUNT PD/POST O/S	DATE PD/PST	DATE ISSUED	SEQ NO.	PAYEE IDENTIFICATION	
244485 547.74 022403 61546968 244486TO 244759	547.74 022403 244759	022403	6154696	61546968				247473	1,313.08	022403		50134097		
186	186.61 022403 61E	022403 615	61543535	61543535	LC.		Ε:	247483	247482 829.36	022403	ŭ	61629640		•
5.95	5.95 022403	022403	61615964	61615964	4		E :	24748410	247495 536.98	022403	v	61670369		
~	243881 84.81 82403 610	022403 616	61619224	61619224			Σ .	247497T0 247502	247501 132.37	022403		61617519		
232	232,38 022403 644 245810	022403 644	162487791	164487791	-		E 3	24750310	247504 288.64	022403	•	61633027		
358.02 022403 615 246357	358.02 022403 615 246357	615	61543533	61543533	30		E	247507 247507 247508TO	153.18	022403	9	61538326		
246358 608.18 022403 61580356 24635970 246301	608.18 022403 615	615	61580356	61580356	·r		:	247535	1,357.65		9	61669736		
	262.20 022403 645	022403 645	96600359	96600559			E	247536 247537T0	1,520.60	022403	9	61588689		
1,226	1,226.57 022403	022403	61627628	51627628			, E	247606 247607T0	1,561.59 247618	022403	•	61584841		
157	246655 157.54 022403	022403	64482137	54482137			I	247619 247620T0	1,522.89	022403	•9	61627627		
442	246/52 442.38 022403 616	022403 616	61619223	1619223			Σ	247700 247701TO	2,019.97	022403	•	61629255		
255	246804 255.33 022403		61553853	1553853			Σ	247733 247734T0	109.27	022403	9	61553845		
24683 200.98	246837 200.98 022403 615	615	61543459	11543459	_		Σ	247754 247755T0	80.36	022403	9	61569416		
246857 248859 246870 105.59 022403 61577651 24687170 246880	246869 105.59 022403 615 24680	615	61577651	1577651				247760	737.45	022403 022403	99	61535232 61627355		
186	186.62 022403 615 246939	615	61543534	1543534			Σ	247762	197.69	022403	9	61543505		
262,50	262,50 022403 643	643	64391501	4391501			Σ	247765	1,565.75	022403	9	61586485		
10 246944 428.88	246944 428.88 022403 616	616	61695898	1695898	,			247767	172.70	022403	9	61543921		
198.69 022403 632 TO 246988	198.69 022403 632 246988	632	63258261	3258261						PAID		25,468.46	44GT	
246989 1,505.18 022403 51705271 246990T0 247071	1,505.18 022403 517 247071	517	51705271	1705271										
389	389.11 022403 615	615	19999219	1566661				•						
43	43.21 022403 247213		61629186	1629186										
499	499.23 022403	,	61628626	1628626										
345	24/234 345.49 022403 615 247387	615	61536481	1536481								٠.		
1,263	1,263.57 022403		64504425	4504425										
385 993	385.68 022403 993.19 022403	. ,	61580355 61568665	1580355 1568665		·			•					

(4,162,770) (5,133,937) (4,966,844) (2,199,508) (4,988,037) (5,261,098) (5,044,280) (3,860,786) (5,059,204) (5,149,577) (5,185,568) (4,983,352)

Average

Mth/Day	January	February	March	April	May	June	July	August	September	October	November	December
-	(8,922,257)	(8,091,014)	(14,844,477)	(3,895,400)	306,879	2,594,632	(7,049,970)	1,168,779	3,120,327	(7,606,324)	(5,889,461)	(3,953,915)
2	(5,289,864)	(8,091,014)	(14,844,477)	(6,781,829)	(9,557,473)	2,594,632	(7,497,502)	(6,106,316)	3,120,327	(6,414,086)	(5,889,461)	(8,666,532)
3	(4,860,688)	(8,091,014)	(14,844,477)	(5,078,525)	(7,755,310)	(9,208,266)	(6,620,702)	(6,106,316)	(12,860,911)	(6,697,682)	(5,889,461)	(7,586,612)
4	(5,563,821)	(6,902,169)	6,952,460	(7,505,548)	(7,755,310)	(6,578,980)	(6,620,702)	(6,106,316)	(5,400,962)	(6,106,574)	13,151,066	(3,068,136)
ß	(5,563,821)	(6,861,067)	(7,398,922)	(3,391,711)	(7,755,310)	423,466	(6,318,171)	(8,755,148)	(6,015,704)	(6,106,574)	(8,320,659)	(6,366,695)
9	(5,563,821)	(6,673,789)	2,849,927	(3,391,711)	(10,995,310)	(7,968,427)	(6,318,171)	(7,587,476)	(7,098,721)	(6,106,574)	(8,332,999)	(8,189,525)
7	(6,089,057)	(8,608,108)	(7,342,402)	(3,391,711)	(16,004,428)	(9,105,337)	(6,318,171)	(7,506,052)	(7,098,721)	(7,227,686)	(5,792,741)	(8,189,525)
8	(7,301,559)	1,969,819	(5,949,562)	(5,179,265)	(1,073,451)	(9,105,337)	(7,735,894)	(6,647,550)	(7,098,721)	(8,087,562)	(7,695,913)	(8,189,525)
6	(3,872,200)	1,969,819	(5,949,562)	(9,213,354)	(13,305,345)	(9,105,337)	(4,834,630)	(5,806,330)	(7,998,817)	(9,412,209)	(7,695,913)	(6,277,776)
10	(6,126,432)	1,969,819	(5,949,562)	(7,747,128)	(1,922,161)	(168,732)	(3,647,779)	(5,806,330)	(7,930,082)	(7,858,198)	(7,695,913)	(8,280,341)
Ξ	(7,883,934)	(4,942,117)	(5,887,833)	(4,657,834)	(1,922,161)	(8,438,852)	(9,534,664)	(5,806,330)	(5,236,164)	(7,059,943)	(7,695,913)	(5,929,083)
12	(7,883,934)	(8,149,336)	(9,109,485)	(8,066,025)	(1,922,161)	(6,982,890)	(9,369,211)	(5,368,921)	(5,002,748)	(7,059,943)	(5,629,383)	(7,402,680)
13	(7,883,934)	(4,023,126)	(4,366,960)	(8,066,025)	(4,512,863)	(6,055,735)	(9,369,211)	(5,461,384)	1,521,141	(7,059,943)	(6,924,963)	(5,859,477)
14	(4,292,240)	(8,290,505)	(6,270,818)	(8,066,025)	(3,322,564)	(6, 170, 685)	(9,369,211)	(4,894,986)	1,521,141	(7,059,943)	(6,028,017)	(5,859,477)
15	(6,183,769)	(7,058,971)	(8,035,210)	(2,756,438)	(8,032,821)	(6,170,685)	1,610,312	(6,590,055)	1,521,141	(4,009,404)	(5,548,773)	(5,859,477)
16	(4,885,302)	(7,058,971)	(8,035,210)	(4,449,282)	(7,014,721)	(6,170,685)	(6,104,495)	(4,376,127)	(20,231,565)	2,506,703	(5,548,773)	(5,843,567)
17	(3,220,708)	(7,058,971)	(8,035,210)	(1,811,308)	(5,192,674)	(6,109,690)	(4,973,008)	(4,376,127)	(193,109)	(6,542,799)	(5,548,773)	(6,506,570)
18	(12,384,880)	(7,058,971)	(1,327,064)	68,235,520	(5,192,674)	(830,263)	(4,850,054)	(4,376,127)	(1,775,463)	(8,746,683)	(3,302,298)	(5,290,937)
19	(12,384,880)	(4,126,820)	(5,243,768)	(10,142,287)	(5,192,674)	(3,513,884)	(7,740,237)	(4,031,034)	(7,379,636)	(8,746,683)	(8,690,141)	(4,993,711)
20	(12,384,880)	(2,709,065)	(3,434,008)	(10,142,287)	(2,046,497)	(7,379,258)	(7,740,237)	(6,215,453)	(3,515,492)	(8,746,683)	(5,360,171)	(7,299,810)
21	(12,384,880)	(6,124,114)	(6,851,504)	(10,142,287)	(4,864,151)	(6,708,719)	(7,740,237)	(4,104,504)	(3,515,492)	3,756,127	(7,046,333)	(7,299,810)
22	785,017	(10,922,923)	(2,646,056)	(3,754,602)	(3,577,554)	(6,708,719)	(241,598)	(4,168,807)	(3,515,492)	(179,032)	(4,418,050)	(7,299,810)
23	(1,948,219)	(10,922,923)	(2,646,056)	(7,896,462)	(5,624,161)	(6,708,719)	(4,952,409)	(4,772,329)	(5,557,578)	(8,887,177)	(4,418,050)	(316,163)
24	(1,488,925)	(10,922,923)	(2,646,056)	80,871	(4,619,860)	(2,786,609)	154,968	(4,772,329)	(6,866,819)	(7,529,838)	(4,418,050)	(3,250,619)
25	17,603,156	2,979,466	(291,145)	64,545,548	(4,619,860)	(4,524,630)	(4,024,994)	(4,772,329)	(3,983,984)	(4,005,514)	(2,968,962)	(3,250,619)
56	17,603,156	(3,864,053)	(1,571,726)	(18,192,164)	(4,619,860)	(550,902)	(2,665,820)	(2,413,516)	(4,980,878)	(4,005,514)	(3,580,362)	(1,051,374)
27	17,603,156	4,061,569	(5,403,473)	(18,192,164)	(4,619,860)	(902,989)	(2,665,820)	(4,790,559)	(7,403,005)	(4,005,514)	(5,240,367)	(1,507,210)
28	(6,846,000)	(148,757)	(5,974,438)	(18,192,164)	(1,023,979)	(8,497,117)	(2,665,820)	(4,979,876)	(7,403,005)	(1,244,751)	(5,240,367)	(1,507,210)
29	(7,423,971)		374,974	(5,758,921)	(2,799,928)	(8,497,117)	351,002	19,604,817	(7,403,005)	5,430,702	(3,953,915)	(1,507,210)
စ္က	(7,993,332)		374,974	(2,984,711)	(685,527)	(8,497,117)	1,330,254	3,120,327	(7,114,123)	(1,100,689)	(3,953,915)	1,050,793
31	(6,013,037)		374,974		2,594,632		(2,850,498)	3,120,327		(3,716,885)		1,068,686

KING COUNTY BANKING SERVICES BID FORM

Qualifications

- 1. Bank by signature below certifies that is it a Washington State qualified public depositary as defined in RCW 39.58.010 with eligible capital structure to support Manager deposits of at least \$250 million. Attach Consolidated Report of Condition as of December 31, 2002, 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 Invitation to Bid, and being familiar with all conditions and requirements surrounding the required services, the undersigned herby proposed to furnish all requirements in accordance with the Bid Documents within the times set forth and at the prices stated below.

1. Service Charges

GENERAL ACCOUNT SERVICES

\$0.00 Analysis Analysis Fee \$5.00 Account Accounts \$0.0118 \$1,000 FDIC Insurance \$4.00 Account **ZBA Concentration Accounts ZBA Subsidiary Accounts** \$4.00 Account \$1.00 Payment Federal Tax Payments \$1.75 Request Photocopy Requests \$1.00 Statement **DDA Statement Special Cut**

DEPOSITORY SERVICES

DEPOSITORY SERVICES
Cash Deposited
Check Chargebacks
Coin Roll Out / In
Courier Charge
Currency Strap In
Currency Strap Out
Deposit Error
Deposit Quality Charge
Deposit Quality Charge MICR
Deposits
Local Items Unencoded
Local Items Pre-encoded
Non-Local Items Unencoded
Non-Local Items Pre-encoded
Night Bags
Night Bags - Cash Deposited
Night Bags Depad
Night Bags With Receipt
Night Depository
Cash (Over the Counter)
Redeposit Returned Items
Vault Deposit Adjustment
Vault Deposit Cash
Vault Order Auto
Vault Coin Box Out
Vault Currency Strap In
Vault Deposit Envelope Balance
Vault Deposit In
Vault Incoming Coin Box

\$0.03	\$1
\$1.25	Item
\$0.025	\$1
\$285.00	Month
\$0.025	\$1
\$0.025	\$1
\$0.00	Item
\$7.50	Item
\$0.40	Item
\$0.05	Item
\$0.03	Item
\$0.02	Item
\$0.055	Item
\$0.02	Item
\$0.00	Item
\$0.000690	\$1
\$0.00	Item
\$0.00	Item
\$0.00	Item
\$0.000690	\$1
\$0.75	Item
\$0.00	Item
\$0.00	Item
\$2.00	Item
\$2.00	Item
\$0.025	\$1
\$0.00	Item
\$0.00	Item
\$2.00	Item

FEE

BASIS

PAPER DISBURSEMENT SERVICES

Check Quality Charges
Checks Paid
Overdraft Fees
Stop Payments
ARP Deposit Minimum
ARP Deposit Reconciliation Items
ARP Reconciliation
ARP Fax Charge

\$0.40	Item
\$0.045	Item
\$0.00	Item
\$1.50	Item
\$0.00	Item
\$0.03	Item
\$5.00	Item
\$0.80	Item

ACH SERVICES

Credit Items
Debit Items
Data Transmission
ACH Maintenance
ACH Minimum Per
CRR Admin
CRR Paper Report
Electronic Checks
Electronic Debit Blocking Setup
Electronic Debit Maintenance
ACH Batches
ACH Returns
Late Files
Paper Exception Reports

Notification of Change

\$0.75	Item
\$0.045	Item
\$0.045	Item
\$2.50	File
\$0.00	Item
\$0.045	Item
\$1.00	Item
\$10.00	Account
\$0.00	Item
\$1.00	Item
\$0.00	File
\$0.00	File

EDI PAYMENT SERVICES

EDI Monthly Fee
EDI Remittance & Fax Charge
EDI Report Page
EDI Report (via Internet)

\$0.00	Item
\$0.00	Item
\$0.00	Item
\$5.00	Report

WIRE AND FUNDS TRANSFERS

Automated incoming
Automated Outgoing (repetitive)
Automated Outgoing (non-repetitive)
Internal Transfers (repetitive)
Internet Book Transfers
International Wire (repetitive)

\$5.00	Item
\$5.00	Item
\$6.00	Item
\$1.50	Item
\$1.50	Item
\$5.00	Item

International Wire (non-repetitive)
Incoming Wire Phone Calls
Wire Mail Advice

\$7.00	Item
\$0.00	Item
\$0.00	Item

INFORMATION SERVICES

BAI Accounts \$1.00 Item BAI Transmission \$0.00 Item Internet Account Management \$5.00 Item Internet ACH Base Fee \$5.00 Item Internet ACH Care Report \$5.00 Item Internet DDA Statement \$5.00 Item Internet Intraday Items \$0.002 Item Internet Intraday Reporting \$5.00 Item Internet IR Maintenance \$5.00 Item Internet Previous Day Reporting \$5.00 Item Internet Return Item Report \$30.00 Item Internet Wire Maintenance \$5.00 Item Intraday Items \$0.00 Item	BAI Items	\$0.00	Item
Internet Account Management Internet ACH Base Fee Internet ACH Care Report Internet DDA Statement Internet Intraday Items Internet Intraday Reporting Internet IR Maintenance Internet Previous Day Reporting Internet Previous Day Items Internet Return Item Report Internet Wire Maintenance Internet Wire Ma	BAI Accounts	\$1.00	Item
Internet ACH Base Fee \$5.00 Item Internet ACH Care Report \$5.00 Item Internet DDA Statement \$5.00 Item Internet Intraday Items \$0.002 Item Internet Intraday Reporting \$5.00 Item Internet IR Maintenance \$5.00 Item Internet Previous Day Reporting \$5.00 Item Internet Previous Day Items \$0.002 Item Internet Return Item Report \$30.00 Item Internet Wire Maintenance \$5.00 Item	BAI Transmission	\$0.00	Item
Internet ACH Care Report \$5.00 Item Internet DDA Statement \$5.00 Item Internet Intraday Items \$0.002 Item Internet Intraday Reporting \$5.00 Item Internet IR Maintenance \$5.00 Item Internet Previous Day Reporting \$5.00 Item Internet Previous Day Items \$0.002 Item Internet Return Item Report \$30.00 Item Internet Wire Maintenance \$5.00 Item	Internet Account Management	\$5.00	Item
Internet DDA Statement \$5.00 Item Internet Intraday Items \$0.002 Item Internet Intraday Reporting \$5.00 Item Internet IR Maintenance \$5.00 Item Internet Previous Day Reporting \$5.00 Item Internet Previous Day Items \$0.002 Item Internet Return Item Report \$30.00 Item Internet Wire Maintenance \$5.00 Item	Internet ACH Base Fee	\$5.00	Item
Internet Intraday Items Internet Intraday Reporting Internet IR Maintenance Internet Previous Day Reporting Internet Previous Day Item Internet Previous Day Items Internet Return Item Report Internet Wire Maintenance \$0.002 Item \$5.00 Item \$30.00 Item Internet Wire Maintenance \$5.00 Item	Internet ACH Care Report	\$5.00	Item
Internet Intraday Reporting \$5.00 Item Internet IR Maintenance \$5.00 Item Internet Previous Day Reporting \$5.00 Item Internet Previous Day Items \$0.002 Item Internet Return Item Report \$30.00 Item Internet Wire Maintenance \$5.00 Item	Internet DDA Statement	\$5.00	Item
Internet IR Maintenance \$5.00 Item Internet Previous Day Reporting \$5.00 Item Internet Previous Day Items \$0.002 Item Internet Return Item Report \$30.00 Item Internet Wire Maintenance \$5.00 Item	Internet Intraday Items	\$0.002	Item
Internet Previous Day Reporting Internet Previous Day Items Internet Return Item Report Internet Wire Maintenance \$5.00 Item \$30.00 Item \$5.00 Item	Internet Intraday Reporting	\$5.00	Item
Internet Previous Day Items Internet Return Item Report Internet Wire Maintenance \$0.002 Item \$30.00 Item	Internet IR Maintenance	\$5.00	Item
Internet Return Item Report \$30.00 Item Internet Wire Maintenance \$5.00 Item	Internet Previous Day Reporting	\$5.00	Item
Internet Wire Maintenance \$5.00 Item	Internet Previous Day Items	\$0.002	Item
	Internet Return Item Report	\$30.00	Item
Intraday Items \$0.00 Item	Internet Wire Maintenance	\$5.00	Item
	Intraday Items	\$0.00	Item

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)

DEADLINES:

 Latest time of day when the bank can received domestic wiring instructions and assure wires are received by the close of business at the wire destination:
Latest time of day when the bank can receive an ACH file for enabling next day settlement of ACH transactions:
3. Latest time of day that bank will accept MICR encoded deposits at its operations center for same day processing:
4. Latest time of day that bank will accept deposits at branch locations for same day credit:
5. Latest time of day that bank will accept deposits for processing through the Seattle Clearinghouse:
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