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March 16, 2009 *Cancel Mtr.*

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Sponsor:

*Joseph Sullivan*

Proposed No.: 2008-0277

*LP Moted 8-0 BF Excused*

1 **AMENDMENT TO PROPOSED MOTION 2008-0277, VERSION 1**

2 Delete "Attachment B. Safekeeping Services--RFP No. 1139-08RLD" and insert

3 "Attachment B. Safekeeping Service – RFP No. 1139-08RLD dated March 3, 2009"

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6 **EFFECT: Inserts amended RFP asking for pricing on reports for all securities.**





King County

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

# REQUEST FOR PROPOSAL March 3, 2009

DATE ADVERTISED: TBD, 2008

RFP Title: **Safekeeping Services**

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

RFP Number: **1139-08RLD**

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

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

**Pre-Proposal Conference:**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION I - GENERAL INFORMATION**

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

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

Please direct all questions to:

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

or

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

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

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

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

#### Contract Extension

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

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

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

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

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

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

Contact Name	Title	Phone	E-mail address

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

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

sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

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

## **SECTION II - PROJECT SPECIFICATIONS AND SCOPE OF WORK**

### **PART A - Definitions**

1. **"Bank"**. The financial institution which is selected to provide Safekeeping services to the County.
2. **"Business Day"**. Any day on which the County is open for business.
3. **"Contract"**. The Safekeeping Services Agreement.
4. **"Director"**. The Director of the Treasury Section, Financial and Business Operations Division, King County Department of Executive Administration who, by King County Code 2.16.035.C and 4.20.020 is delegated the functions and duties of the statutory County Treasury (Chapter 36.29 RCW). The Director performs the functions of treasurer of the County and ex officio treasurer of all school and other special purpose districts within King County.
5. **"Proposal Documents"**. As referenced throughout this and the attached documents shall include all parts of this Request for Proposal ("RFP"), plans, specifications, Contract forms, supplemental specifications, special provisions, Contracts, addenda, and any and all other parts of the RFP and the bank must follow the same in response to this RFP.

### **PART B - Background**

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

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

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

### **PART D - Terms and Conditions**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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in the case of book entry securities; and to

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

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

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for book entry Securities held by the Bank; and to

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for physical securities held in New York City.

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

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

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

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

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

**PART C - Optional Services**

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

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

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

**PART D – Proposal Evaluation**

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

The evaluation will evaluate the proposals using the following criteria:

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

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

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

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

**PART E - Conditional Proposals**

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

**PART F - EXHIBITS**

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

**SECTION IV - KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM**

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of rating points in the award of King County competitively bid contracts for the acquisition of technical services. The program is open to all firms that are certified as an SCS by King County's Business Development and Contract Compliance Office.

A "Small Contractor or Supplier" (SCS) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address: <http://bdcc.metrokc.gov/bred/Lists/SCS%20Certified%20Contractors/Public%20View1.htm> or contacting the BDCC office at (206) 205-3443.

In the evaluation of proposals, ten points will be allotted for SCS participation. King County will count only the participation of SCSs that are certified by King County at the date and time of proposal submittal. After

tabulation of the selection criteria points of all prime submitters, ten (10) points shall be added to the score of all proposals that meet at least one of the two following sub-criterion:

1. If the Prime submitter who is an SCS firm and includes the SCS certification number on page one of this submittal is eligible to receive the maximum points for this criterion.
2. If the Prime submitter is not an SCS but will use SCSs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

SCS Certification Number	Sub-Contractor Name	Contact Name / Phone	Work to be performed	Percentage of Total Hours

SCS participation shall be counted only for SCSs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SCS has the management and technical expertise to perform using its own workforce and resources.

#### SECTION V - REQUIRED FORMS

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

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

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

#### SECTION VI - PROPOSAL CHECKLIST

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

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

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

#### EXHIBIT 1 – SAMPLE CONTRACT

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

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