



**REQUEST FOR PROPOSALS
COMPREHENSIVE BANKING SERVICES**

RFP NO. RTA/RP 0146-12

OCTOBER 2012

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REQUEST FOR PROPOSALS
COMPREHENSIVE BANKING SERVICES
RFP NO. RTA/RP 0146-12

SECTION ONE INSTRUCTIONS TO PROPOSERS

1.1 INTRODUCTION

Sound Transit is requesting Proposals to partner with a bank that will provide primary banking services, understand our business model, anticipate and accommodate Sound Transit's short-term and longer-term needs, and provide strategic planning services and solutions to Sound Transit. The full Scope of Services is attached as Section Two Scope of Services.

The contract term will be for three years with options for two additional one-year periods at Sound Transit's sole discretion.

Although the successful Proposer is expected to receive the majority of this type of work from Sound Transit, this Agreement is non-exclusive. Sound Transit may procure any of these services from other banks while the Agreement is in effect.

Proposals are due as shown in Paragraph 1.6, Anticipated Schedule.

Firms are encouraged to attend a pre-proposal meeting that will be held to discuss this RFP, the selection process and schedule, Scope of Services, and elements of the contract. The time, date, and location of the meeting are specified in Paragraph 1.6, Anticipated Schedule.

1.2. AGENCY BACKGROUND

A. The Agency

The Central Puget Sound Regional Transit Authority (Sound Transit) was created in 1993 by the State of Washington Legislature to plan, build and operate a high-capacity mass transit system within the region's most heavily used travel corridors to connect the employment and population centers in King, Pierce, and Snohomish counties. The Sound Transit district includes the most urban parts of the three-county area and close to half of the population of the State of Washington.

B. Sound Move

In May 1996, the Sound Transit Board adopted Sound Move. This is a comprehensive regional transit plan comprised of nearly 100 separate but interrelated capital and service projects. The plan includes a mix of transportation improvements: high-occupancy vehicle (HOV) lane access improvements, ST Express bus routes, Sounder commuter rail and Link light rail. Sounder commuter rail runs 82 miles from Everett to Tacoma/Lakewood. Link light rail is now operational on a 15.6 mile segment between Seattle and SeaTac Airport. Regional Express features 18 new ST Express limited stop, long-haul bus routes. Further information can be found at www.soundtransit.org.

C. Sound Transit 2 (ST2)

Approved by voters in November 2008, this measure provides immediate and long-term funding for significant express bus growth while launching major expansions of light rail and commuter rail services and facilities, and expanding access to existing transit facilities.

1.3. COMMUNICATIONS

Upon release of this RFP, any verbal or written communications between any proposer (potential or actual), or its representatives and any Sound Transit board member, staff member, or consultant regarding this procurement are strictly prohibited from the date of the RFP advertisement through the date of execution of the contract. The only exceptions to this are: (1) Contractor communications and questions concerning this solicitation must be directed to the Contracts Specialist listed below; (2) any communications at the pre-proposal conference or a publicly noticed meeting of Sound Transit; (3) any communications with the Sound Transit Director of Procurement and Contracts; (4) Sound Transit reserves the right to contact Contractors for clarification of Response contents. Any violation of the



requirements set forth in this Section shall constitute grounds for immediate and permanent disqualification of the offending firm from participation in this procurement. All oral communications will be considered unofficial and non-binding on Sound Transit. Contractors should rely only on written statements issued by the Senior Contracts Specialist.

Sue Craven, Senior Contracts Specialist
Sound Transit
401 S. Jackson Street
Seattle WA 98104-2826

Telephone: 206- 398-5091
FAX: (206) 398-5271
E-mail: sue.craven@soundtransit.org

1.4. NON-DISCRIMINATION IN EMPLOYMENT AND CONTRACTING

Sound Transit has adopted Guiding Principles for Employment and Contracting, a copy of which is available upon request, identifying key objectives that Sound Transit will promote and encourage through its policies. The Guiding Principles are implemented in accordance with applicable federal, state, and local laws and regulations, including grant agreements. To the extent applicable, the Guiding Principles are the basis for certain provisions set forth including employment and contracting goals and objectives as specified in the Proposed Contract.

As a recipient of financial assistance from the Federal Department of Transportation (DOT), Federal Transit Administration (FTA), Sound Transit developed and administers a Disadvantaged Business Enterprise (DBE) program in accordance with 49 Code of Federal Regulations (CFR) Part 26. Proposers shall review and take into account the provisions of 49 CFR Part 26.

1.5 COMMITMENT TO DIVERSITY

A. Small Business Participation and Disadvantaged Business Enterprise (DBE) Participation

Sound Transit promotes and encourages participation in its contracts by Small Businesses and Disadvantaged Business Enterprises (DBEs), as defined in Sound Transit's Small Business and DBE Programs. Sound Transit is interested in proposals from such firms.

Sound Transit recognizes there may be few joint venture or subcontracting opportunities with regard to the services described in this solicitation. Sound Transit has not established a subcontracting goal for these services. Proposers are not required to prepare a plan for participation of subcontractors and subcontracting goals are not set as required elements for the evaluation of proposals. Proposers that elect to form a joint venture or to subcontract any services are advised that under such circumstances they shall take steps to solicit participation by Small Businesses or DBEs.

B. Equal Employment Opportunity (EEO)

Sound Transit is interested in Proposals from firms that demonstrate a commitment to equal employment opportunity. Sound Transit encourages Proposals from firms that employ a workforce that reflects the region's diversity. Proposers are advised that they shall adhere to the following non-discrimination provisions:

"The Bank will not discriminate against any employee, applicant for employment, or subconsultant because of race, religion, creed, sex, marital status, sexual orientation, age, nationality, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification. The Bank will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, sex, marital status, sexual orientation, age, nationality, or the presence of such disability."

Specific Diversity Program provisions, including those applicable to subcontracts, are set forth in Exhibit A, [Proposed] Agreement.



1.6 ANTICIPATED SCHEDULE

Date	Selection Process
October 25, 2012	Public Announcement for Request for Proposals (RFP)
November 8, 2012	Pre-Proposal Meeting 2:30 PM , Sound Transit's Santa Fe Room, 401 South Jackson Street, Seattle, Washington
November 14, 2012	Last day to submit Requests for Information (RFIs) and/or Questions
November 28, 2012	Proposals Due (on or before 4:00 PM local time)
November 30, 2012 – January 2, 2013	Proposals reviewed / finalists selected
Week of January 14, 2013	Interviews and ranking of firms, if necessary
April 2013	Approval of Award by Board
April 2013	Execute Contract and Notice to Proceed

1.7 REQUESTS FOR INFORMATION

Questions about this RFP must be submitted by facsimile to Sound Transit, Attn: Sue Craven, Senior Contracts Specialist, at 206-398-5271, or through the "Ask Question" link for this Solicitation at www.soundtransit.ebidsystems.com. Sound Transit will respond only via Addenda or a formal written Clarification, which will be provided to all registered holders of the solicitation document.

1.8 ADDENDA

Addenda will be provided to all firms who received or requested this RFP document from Sound Transit via www.soundtransit.ebidsystems.com. Proposers must acknowledge receipt of all addenda issued by Sound Transit in Proposal Form No. 1 - Price. If an addendum is issued amending this RFP, all provisions that are not modified remain unchanged.

1.9 PROPOSAL SUBMITTAL

A. **One original (unbound) and four copies (stapled or comb-bound only) and one CD containing the Proposal in .pdf format** must be received by Sound Transit on or before the date and time specified in Paragraph 1.6, Anticipated Schedule, at:

**Attn. Sue Craven, Senior Contracts Specialist
Sound Transit Procurement and Contracts Division
401 South Jackson Street
Seattle, Washington 98104-2826**

- B. Sound Transit may reject late proposals. Sound Transit also reserves the right to postpone the proposal due date.
- C. Proposals must be submitted in a sealed box or envelope labeled with the Proposer's name and identified as containing a Proposal responding to **"Sound Transit's Request for Proposals for Comprehensive Banking Services, RFP No. RTA/RP 0146-12."**
- D. Sound Transit prefers the use of double-sided, recycled/recyclable paper. Elaborate, decorative, extraneous and non-recyclable materials are strongly discouraged.
- E. Sound Transit is not responsible for any costs associated with preparing or submitting a proposal. Proposals become the property of Sound Transit upon submission.

1.10 CONTENTS OF PROPOSAL/EVALUATION CRITERIA

A. Firms must submit Proposals meeting the following content requirements. Sound Transit reserves the right to request additional information from Proposers.

B. *NOTE: All pages of the Proposal must be numbered.*
Responses to the Evaluation Criteria must be in the same order as listed in Paragraph C.4 below.

Cover Sheet	A cover sheet identifying the RFP No.
Table of Contents	
Letter of Interest	An introductory letter of interest may contain relevant information about the firm. The letter should be no more than two pages and must include the firm's State of Incorporation, UBI number, and Federal Tax ID number.
Body of Proposal	<u>The body of the proposal</u> should address the evaluation criteria required in Paragraph C.4 below and shall be <u>no longer than 40 pages (20 sheets of letter-sized paper which are printed double-sided)</u> (excluding required submittals and firm and individual résumés).
Appendix – (These items will not be included as part of the page count for the Body of the Proposal.)	<ol style="list-style-type: none"> 1. Résumés for each key team member should be limited to one page. 2. Any required certifications and/or licenses. 3. Required Proposal Forms shall be included as part of the Appendix. Failure to submit all the required forms may cause a Proposal to be found non-responsive. Proposer shall use only the proposal forms in this RFP and may not modify or change any proposal form. 4. If proposing team is a joint venture, a copy of the joint venture agreement must be submitted.
Exceptions to Proposed Agreement	Sound Transit will not accept alternative agreements to Exhibit A, [Proposed] Agreement. Sound Transit reserves the right to negotiate minor exceptions with the top-ranked firm provided such minor exceptions are submitted with the proposal. <u>Minor exceptions must provide proposed language, and reasons for the exception.</u> If the Price included in the Proposal is dependent on the minor exceptions, the Proposer must also include, with the proposed language, the price that would be associated without the exceptions and a brief explanation for the difference.

C. Evaluation Criteria and Proposal Requirements

1. The evaluation criteria in Paragraph C.4 will be used in evaluating Proposals. Submittal requirements are included Paragraph C.4 as well
2. Proposers selected to participate in discussions/interviews are eligible to receive a maximum of 200 additional points for each discussion/interview round in which they participate. Sound Transit may award a contract without holding discussions/interviews. Sound Transit may request Proposers to submit a Best and Final Offer (BAFO) and/or participate in multiple interviews.

3. Sound Transit will select the Proposal that Sound Transit believes best meets the evaluation criteria and is in the best interest of Sound Transit. Final selection, if any, will be made on a “best value” basis. Award of a contract will be subject to policies established by the Sound Transit Board.
4. Evaluation Criteria:

No.	Criterion	Maximum Points
1	Price	250 pts
2	Ability to Provide Services	300 pts
3	Firm Experience / Background	100 pts
4	Knowledge and Experience of Key Individuals	100 pts
5	Financial Stability	100 pts
6	Service Agreement	100 pts
7	Commitment to and Compliance with Equal Employment Opportunity laws.	50 pts
TOTAL POINTS		1000 pts

Proposals will be evaluated using the following criteria.

Evaluation Criterion 1	Price	250 pts
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Sound Transit is not obligated to award a contract to the lowest priced Proposal, but may accept the Proposal(s) that Sound Transit determines provides the greatest overall value to Sound Transit based upon technical competence and ability to perform in a timely manner, and is the most cost-effective.

Sound Transit reserves the right to award each Price Schedule independently and may make multiple awards based on the best value to Sound Transit.

Compensation will be provided to the Proposer in the form of some combination of a compensating balance, a direct fee basis, or a compensating Certificate of Deposit. If compensating Balance and/or Compensatory Certificate of Deposited is used, Sound Transit desires to be able to carry over any credit from year to year. Should there be a credit at the end of the contract period, Sound Transit desires to have this refunded back to the Agency.

Proposal Form No. 1 Price will be evaluated in the following manner: The lowest proposed price will receive the maximum score of 250 points and all higher proposed prices will receive proportionately lower scores.

Submittal Requirements

1. Complete and submit Proposal Form No. 1 Price, **as contained in this RFP and without change or modification to the form.**
2. Identify the proposed compensation method (i.e., compensating balances, direct fees, other method or combination thereof).

Evaluation Criterion 2	Ability to Provide Services	300 pts
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This criterion evaluates the bank's ability to provide services which will meet Sound Transit's needs. Bank shall assign experienced personnel capable of serving Sound Transit's accounts. Bank shall show demonstrated experience in providing banking services for other large organizations, preferably to public sector clients of similar size.

Submittal Requirements

Describe in detail the level and type of service that the bank will provide for each of the services listed below. A complete description of each element is contained in the Scope of Services, under "Services Required".

1. Depository Services: Provide a funds availability schedule. Provide the latest Public Depositor's Consolidated Report of Condition. Describe one-day, two-day availability and wire requirements.
2. Reporting Services: Provide copies of reports generated by your financial institution's system.
3. Wire Transfer/Electronic Payment/Direct Deposit Services: Provide specifications for automated service hardware and software capability proposed (i.e., wire transfers, ACH debit/credit, daily balance reporting, etc.). Provide detailed information about which services are offered and how the service(s) work. The information included shall also explain the file format necessary in order to have the bank process an electronic file that would result in a wire, ACH or paper check.
4. Investment Services: Describe the bank's brokerage services available to Sound Transit, including any online reporting/bond accounting products that may be available.
5. Merchant Services: Describe how the bank can provide merchant services to Sound Transit. Refer to the Scope of Work for specifics as to how card acceptance is used at Sound Transit.
6. Orca Card: Describe how the bank can support Sound Transit as fiscal agent for the Orca program. Refer to the Scope of Work for specifics as to how this program is administered.
7. Electronic Receivables: Describe the bank's ability to assist Sound Transit in receiving customer receivables electronically.
8. Overnight Public Funds Sweep Account: Describe the bank's public funds sweep account and the current interest rate paid on the account. Confirm that balances in this account are included with the monthly and quarterly reports made to the Public Deposit Protection Commission.
9. Account Analysis: Provide a sample copy of the monthly analysis report provided to a customer of similar size and complexity.
10. Disaster Preparedness and Recovery and Business Continuity: Describe the procedures and provisions the bank has implemented to be employed in the event of disaster or equipment failure at the primary processing site(s). Describe the bank's business continuity plans should the region experience a geographic disaster. Include a plan to assist the bank's clients to implement disaster preparedness practices.
11. Treasury Workstation: Sound Transit is interested in the possible implementation of a treasury workstation during the term of this contract. Describe the bank's experience in helping clients to implement treasury workstations and its willingness to work with a treasury workstation provider to achieve compatibility.
12. Conversion Plan: Describe the bank's overall plan to coordinate with the current provider to ensure a smooth transition of services. Describe the bank's on-site training

to Sound Transit staff for the operation and use of the bank's services and automated systems for all areas of service.

13. To accommodate Sound Transit's changing short-term and longer-term needs, the bank may be asked to provide strategic planning services and solutions to Sound Transit in the future. Provide an example of the type of solutions that the bank has provided to similar large corporations and governmental agencies with similar needs. Describe the problem and describe how the bank provided alternate or innovative approaches or adopted best practices for management of the entity's financial records and transactions.
14. In the event that the proposing bank does not provide all requested services included in this RFP, the bank shall submit as part of its proposal additional partners/providers that do provide these services. It is the sole responsibility of the bank to secure and maintain the relationship with any additional providers. The proposer, at the time of proposal submittal, shall identify all secondary providers. Sound Transit reserves the right to work with other banks and nothing in this RFP shall be considered to imply any grant of exclusivity for any service.

Evaluation Criterion 3	Firm Experience / Background	100 pts
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This criterion evaluates the Proposer's related experience and technical competence to provide the requested services. Recent experience of the bank in the successful delivery of banking services of a similar type and complexity will be a material consideration. Include information such as the bank's current and/or recent (within the past three years) record of performance with other government agencies or public bodies and with private industry.

Submittal Requirements

1. Describe the bank, and its managerial organization, general philosophy and customer service plan.
2. Provide a representative list of similar services provided to other governmental entities performed by the key individuals and/or support staff that will provide the requested services.
3. Provide information describing three other government clients, current and/or recent (within the past three years), who currently use the Proposer's services. Information shall include but is not limited to the following and will be used to evaluate the Proposer's experience:
 - a. Account name and description, including the time period they are, or were a client of the bank.
 - b. Brief description of the account (including description of the services provided by the firm to include size of account, activity and types of services provided to these clients).
 - c. Brief description of key personnel assigned to these accounts and their knowledge of and experience with problems, conditions or circumstances applicable to specifics of these accounts.
 - d. Point of contact and contact information for these three government clients (to be used to check references of the top ranked firm).
4. Client account organization chart showing key individuals and their roles and responsibilities.
5. A list of banking locations of nearby branches.

Evaluation Criterion 4	Knowledge and Experience of Key Individuals	100 pts
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This criterion evaluates the Proposer's related experience and technical competence to provide the requested services. Recent experience of key individuals within the bank in the successful delivery of banking services of a similar type and complexity will be a material consideration. Include information such as each key individual's past record of performance with other government agencies or public bodies and with private industry. Detail the specialized experience and technical competence of the key individuals and support staff that will provide the requested services, including but not limited to the proposed Account manager, Customer Service representatives, Treasury Management Specialist and key staff.

Submittal Requirements

In a clear, comprehensive, and concise manner, detail the specialized experience and technical competence of the key individuals and support staff that will provide the requested services, including but not limited to the proposed Account Manager, Customer Service Representatives, Treasury Management Specialist and key staff

1. Brief résumés for each of the key individuals and/or support staff who will provide the requested services. (Full one page résumés may also be included in an appendix)
2. Brief description of key individual's knowledge of and experience with problems, conditions or circumstances applicable to specifics of the project.

Evaluation Criterion 5	Financial Stability	100 pts
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This criterion evaluates the financial stability of the Proposer. Demonstrated financial stability and strong credit quality ratings indicate the ability to meet Sound Transit's needs

Submittal Requirements

Provide the following information:

1. Most recent audited financial statements.
2. SEC and/or Moody's credit rating or comparable rating.
3. Show that the Proposer is in compliance with and holds one of two top ratings, (satisfactory or outstanding) under the Community Reinvestment Act

Evaluation Criterion 6	Service Agreement	100 pts
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This criterion evaluates the Proposer's Service Agreement and its terms and conditions. Exhibit A of this RFP includes Sound Transit's Terms and Conditions that are to be included in the selected Proposer's Service Agreement.

Proposer's willingness to negotiate its terms and conditions and offer mutually favorable contract language will be a material consideration. Sound Transit will evaluate service agreements for the best overall value to Sound Transit.

Banks must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations in their service agreement.

Submittal Requirements

1. Provide a complete copy, in PDF and Word format, of the service agreement your bank proposes to be used.

- a. Include any proposed exceptions to Sound Transit's Terms and Conditions shown in Exhibit A. Indicate your proposed exceptions, the section they apply to, and the reasons for the exception.
 - b. Indicate which terms and conditions of Proposer's Service Agreement that Proposer is NOT willing to negotiate and the reason.
2. Provide copies of all contract and finance associated documents that would be necessary to execute the agreement.
 3. Provide any additional relevant information in this area.

Evaluation Criterion 7	Commitment to and Compliance with Equal Employment Opportunity Law	50 pts
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This criterion evaluates past and current commitment to Equal Employment Opportunity (EEO). Sound Transit encourages Proposals from firms that seek to employ a workforce that draws from all of the Puget Sound region's highly-qualified and diverse citizens.

Note: *This evaluation criterion requires a discussion of your firm's EEO efforts; simply repeating your firm's EEO policy may not meet the requirements below.*

Submittal Requirements

1. Discuss how minority, women, or persons with disabilities will be involved on the Proposal team and the employment of such persons on the staff of team firm(s).
2. Discuss all of the following in the order listed below:
 - a. Describe the efforts your firm makes to ensure that it provides equal employment opportunities to all persons without regard to race, color, age, sex, marital status, sexual orientation, religion, ancestry, national origin or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person on the team firms' workforces and the involvement of such persons on comparable projects. Include information about any internship and training opportunities, as appropriate.
 - b. Describe experience and approach in employing diverse teams on projects with scopes of work or size and duration comparable to this Scope of Services.
 - c. Provide the name of the individual who will be responsible for overseeing adherence to EEO laws and policies, and who will ensure that employment actions regarding staffing and managing the work will be carried out in a nondiscriminatory manner.
 - d. If Proposer has no employees, discuss the ways that he/she has been able to successfully create and/or work with a diverse, inclusive project team. What was the size and scope of the project? How were the diverse components engaged to contribute to the ultimate success of the project? Alternatively, the Proposer may discuss his/her professional or civic activities such as mentoring and/or outreach that promote inclusion and support the concepts of diversity and equal opportunity.

1.11 PROPOSAL EVALUATION AND CONTRACT AWARD

- A. Sound Transit reserves the right to accept or reject any or all proposals and to waive informalities and minor irregularities. At Sound Transit's discretion, pages that exceed the specified page limit may be removed from the proposal and only those pages within the specified limit will be forwarded for evaluation. Sound Transit reserves the right to take other

action, as necessary. Proposers must propose on all items on Proposal Form No. 1, Price Form, in order to be eligible for award.

- B. Responsibility: Sound Transit reserves the right to investigate the qualifications of all proposers and to confirm any part of the information furnished by a proposer, and/or to require other evidence of managerial, financial, or technical capabilities which are considered necessary for the successful performance of the Scope of Services.
- C. Debriefings. Proposers may request a copy of the consensus summary of proposal strengths and weaknesses for their firm. After contract execution, firms may request a debriefing which will be limited to the debriefed Proposer's overall ranking, the strengths and weaknesses of its Proposal and answers to questions regarding the selection process. Debriefings shall not include a point-by-point comparison of the debriefed Proposer's proposal with the other proposals.
- D. Protests and Appeals. Sound Transit's protest procedure is available at: <http://www.soundtransit.org/Documents/pdf/working/contracts/ProtestAndAppealRequirements.pdf>. Before submitting a protest, the Proposer shall ensure it has the most current copy of Sound Transit's written Protest Procedure.

1.12 PUBLIC DISCLOSURE

Pursuant to Chapter 42.56 RCW, proposals submitted under this RFP shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Proposers must specifically designate and clearly label as "CONFIDENTIAL" any and all materials or portions thereof they deem to contain trade secrets or other proprietary information, which is exempt from public inspection and copying. The Proposer must provide the legal basis for the exemption to Sound Transit upon request. If a Proposal does not clearly identify the "CONFIDENTIAL" portions, Sound Transit will not notify the Proposer that its Proposal will be made available for inspection. If a request is made for disclosure of material or any portion marked "CONFIDENTIAL," Sound Transit will determine whether the material should be made available under the law. If Sound Transit determines that the material is not exempt and may be disclosed, Sound Transit will notify the Proposer of the request and allow the Proposer 10 working days to take appropriate action pursuant to RCW 42.56.540. If the Proposer fails or neglects to take such action within said period, Sound Transit may release the portions of the Proposal deemed subject to disclosure. To the extent that Sound Transit withholds from disclosure all or any portion of Proposer's documents at Proposer's request, Proposer shall indemnify, defend and hold harmless Sound Transit from all damages, penalties, attorneys' fees and costs Sound Transit incurs related to withholding information from public disclosure. By submitting a Proposal, the Proposer consents to the procedure outlined in this paragraph and shall have no claim against Sound Transit by reason of actions taken under this procedure.

END OF SECTION ONE





SECTION TWO SCOPE OF SERVICES

2.1 SERVICES REQUIRED

Sound Transit is looking to partner with a bank that will understand our business model, anticipate and accommodate Sound Transit's short-term and longer-term needs, and provide strategic planning services and solutions to Sound Transit. The services described below represent the core services to be provided. As service needs change and as new service needs are identified, Sound Transit and the bank shall work together to arrive at mutually beneficial and cost effective results. In order to facilitate this collaboration, Sound Transit desires to conduct semi-annual relationship reviews with the bank selected for this contract. Refer to Section 2.2 below for descriptions of Sound Transit's various accounts.

A. Depository Services:

1. Sound Transit will require a normal demand deposit type account through which all deposits will be made, ACH and wire transfer transactions will take place, and securities will be purchased, sold or matured.
2. Deposits from Sound Transit consist primarily of checks with minimal currency and coin. Deposits from our revenue service provider for our Ticket Vending Machines (TVMs) are primarily coin with some currency. At this time the revenue service provider is Dunbar Armored, Inc.
3. Sound Transit will order coins for the revenue service provider to use when revenue servicing the TVMs. There are currently 98 TVMs in service. This number will increase as additional service is added. Additionally, Sound Transit will be providing regional TVMs to other transit agencies during the term of this contract.
4. Disbursements from the main depository account will be primarily through wire transfers or ACH.
5. In the unlikely event that the aggregate balance should drop into a deficit position (based on "ending ledger balance"), a line of credit will be established at a proposed rate based on a percentage of prime. Maximum amount of line of credit shall be subject to credit review by the bank although Sound Transit requests to have overnight overdraft protection up to \$50 million. Daylight overdrafts may occur from time to time as wire transfers may be released before transfers from the Washington State Local Government Investment Pool are received. Sound Transit requests to have daylight overdraft protection in the amount of \$50 million.
6. All checks returned for non-sufficient funds must be returned to the Treasurer after having been presented for collection a second time. Non Rapid-Fund checks are to be charged back against the Sound Transit Depository account; any Rapid-Fund checks are to be charged back against the Rapid Fund account.
7. Payee Positive Pay with six-month stale-date capture.
8. ACH blocks and filters.

B. Reporting Services:

1. The bank shall provide an online balance reporting system that provides collected and ledger balances by account no later than 6:30 A.M. Pacific Time each business day. This report shall also list total float, one-day, two-day, three-day, etc. Bank shall provide copies of reports generated by the financial institution's system. The bank shall also provide intraday balance reporting that reflects the current business day's financial position. The bank shall also provide an online method that enables Sound Transit to receive information on incoming wire transfers, including intrabank transfers to post that day. System shall have the ability to provide "on demand" online reports detailing daily incoming wire transfers posting throughout the business day.



2. The bank shall provide monthly account reconciliation reports, bank statements, account analysis statements and other report related features normally associated with large corporate accounts. The bank statements shall be available online within two working days from each month end in order to accommodate Sound Transit's month end schedule. The account analysis shall be available no later than 12 business days from each month end.

C. Payments:

1. Wire Transfer Services/Electronic Payment/Direct Deposit Services: The bank shall maintain wire transfer facilities to the Federal Reserve Bank and other commercial financial institutions for investment purposes. Wire service credit and debit notices shall be available electronically to Sound Transit each day. The bank shall also have the capability to accommodate a wide range of electronic payment and deposit services anticipated by Sound Transit in connection with investment transactions and federal and state transfers of funds to Sound Transit. Sound Transit offers direct deposit payroll to its employees.
2. Sound Transit is particularly interested in exploring ACH payments as a way to migrate from paper checks to electronic payments. This may include a file that is transmitted to the bank for processing as wire, ACH or paper check. Commercial card services, including e-payables, purchase card and travel card, are not a part of this Request for Proposals as Sound Transit contracts separately for commercial card services and reserves the right to utilize whatever payment method it deems to be in Sound Transit's best interests.
3. Accounts Payable issues a large number of checks. Although it is our intent to minimize check issuance, Sound Transit requires that the Accounts Payable Account be set up as a controlled disbursement account to more effectively manage daily cash planning.

D. Investment Services:

The contract shall not be an exclusive contract, nor shall the contract preclude Sound Transit from using the safekeeping facilities and services for securities purchased from other banks, brokers or dealers.

E. Merchant Services:

1. Sound Transit currently accepts non-pin debit and credit cards (Visa and Mastercard) at our TVMs for transit customers to purchase fare media, Orca cards or to add value to their Orca cards. As a part of the TVM network, there is a back office location where staff uses a credit card terminal for processing refunds and for the purchase of bulk transit tickets. The transactions will be settled by the bank, which will serve as processor for the transactions. Currently our Merchant Category Code is 4111 and the TVMs are considered to be unattended card activated terminals. Average monthly credit sales are around \$1.2M on the TVMs. Average ticket size is \$13.57; Visa average high ticket is \$45.30 and Visa average low ticket is \$5.87. Chargebacks average \$92 each with approximately 50 chargebacks per month. Sound Transit is particularly interested in strategies to limit chargebacks and we are evaluating Address Verification as one strategy. Sound Transit seeks to partner with our merchant service provider to find effective ways to limit chargebacks related to fraudulent transactions.
2. Additionally, Sound Transit is in the process of implementing a "Terminal Revalue Unit" (TRU) that will allow customers to add a pass or additional funds to their Orca cards using a credit/non-pin debit card or cash. When this system is fully implemented it is expected that staff will travel to various locations within the Sound Transit boundary to assist customers in adding a pass or additional funds to the Orca cards. In order to support the TRU Sound Transit will need a wireless hand held terminal that can authorize credit and non-pin debit card transactions.



3. Sound Transit also expects to bring online a portable Customer Service Terminal (CST) in 2013. The functionality will be similar to the TRU and a wireless hand held terminal will need to be used to authorize credit and non-pin debit card transactions.
4. Lastly, there may be occasional special events where Sound Transit would need to accept credit card transactions. The bank shall provide a solution which will accommodate credit card acceptance for these infrequent occurrences.
5. Sound Transit is committed to meeting Payment Card Industry (PCI) compliance. The agency takes a proactive approach to securing card data by having a security program in place and performing the annual self-assessment. The agency makes every effort to be PCI compliant.

F. Orca Card:

1. Sound Transit is the fiscal agent for the Regional Orca Card Program. This program involves seven separate transit agencies. Transit riders are able to pay their transit fares by using an Orca card. Customers may load a dollar amount (purse), a pass, or an institutional pass, or any combination thereof, onto their Orca card. As transit riders use public transportation, they “tag on” with their Orca card when they get on a transit service and “tag off” when they depart the service (passengers on the bus do not need to “tag off”). Riders may use a combination of transit modes (bus, train, ferry or light rail) and may transfer between services offered by different transit agencies. The system calculates the appropriate fares and distributes revenue to the participating transit agencies, via ACH transfers, based on predetermined rules.
2. As the fiscal agent for this project, all funds held on the cards resides in a number of Sound Transit bank accounts until the fare revenue is earned. From April 2009 through June 2012 more than \$346 million has been loaded onto Orca cards. The number of transactions and dollar amount loaded continues to increase and is expected to increase for the foreseeable future. The nine accounts currently in use are listed at the beginning of the Scope of Services section of this document.
3. There is a daily ACH settlement among transit agencies to move funds for revenues earned as well as to transfer money from the participating transit agencies to Sound Transit, as fiscal agent, for passes purchased and funds added to the “purse.” A third-party provider will prepare and transmit the daily ACH settlement file. The third-party provider will need access to the banks ACH system in order to upload the daily settlement file.

G. Electronic Receivables:

Sound Transit has approximately 70 customer receivables which are billed, most on a monthly basis. Customers generally mail a check to Sound Transit which is receipted by our cashier and deposited to the bank. The volume of checks that Sound Transit receives is relatively low and it appears that Remote Deposit service would not be a cost efficient technology to use. Sound Transit is interested in exploring other options such as an electronic receivable solution to reduce the number of checks received in the mail.

H. Overnight Public Funds Sweep Account:

The bank shall provide an overnight public funds sweep account with full collateralization as required by RCW 39.58.

I. Account Analysis:

The bank will provide Sound Transit each month an account analysis and make it available online within 12 business days of each month end. Any differences on line item charges, collected funds, earnings, credits or interest charges shall be resolved between Sound Transit and the bank in a timely manner. All costs, including stop payment requests, credit card settlement and interchange fees, deposit slips, check printing and endorsement stamps shall to be included as billable charges on the monthly analysis

and not as a debit against Sound Transit's account. Sound Transit would like to use a combination of direct fees, compensating balances and/or compensating certificate of deposit to pay for bank fees. It is preferred that any fees owed are settled on an annual basis and that any excess credit is carried forward from month to month.

2.2 DESCRIPTION OF ACCOUNTS

- A. Sound Transit currently utilizes seven demand accounts for our day-to-day business needs:
1. Depository Account - a zero-balance account from which Payroll, Accounts Payable, the Sweep account, Treasurer's Account and Orca Settlement Account clear. This account is where deposits are made into and wire transfers are paid out of. ACH credits from customers are deposited into this account and investment transactions settle from this account.
 2. Payroll Account - a zero-balance account for payroll disbursement activity only
 3. Accounts Payable Account - a zero-balance controlled disbursement account for payables disbursement activity only
 4. Sweep Account - a public funds concentration account where idle cash receives an earnings allowance on the balance
 5. Treasurer's Account - a zero-balance account for small refunds.
 6. Rapid Fund Account - a stand-alone account used to pay vendors associated with the regional apprentice program
 7. Orca Settlement Account - represents Sound Transit's participation in the Orca Card program
- B. As fiscal agent for the Orca Card program, Sound Transit utilizes nine demand accounts:
1. Orca Regional Clearing Account
 2. Orca Float Account
 3. Orca Regional Pass Account
 4. Orca Institutional Account
 5. Orca Weekly Distribution Account
 6. Orca Daily Distribution Account
 7. Orca Cardholder Claim Account
 8. Orca Participant Claim Account
 9. Orca Central Payments Account

All accounts can be rolled into one analysis statement for fee calculation purposes although Sound Transit desires to see the ORCA Card accounts separately in order to track fees associated with Sound Transit's role as fiscal agent.

2.3 QUALIFICATION REQUIREMENTS

Proposers must meet the following minimum requirements:

1. Bank shall be a qualified depository for public funds as defined in Chapter 39.58 of the Revised Code of Washington and Washington Administrative Code 389-12. The Financial Institution shall be sufficiently capitalized in order to accommodate Sound Transit's cash management needs. Washington Proportional Net Worth as shown on the most current listing of Public Depositories must be at least \$250 Million.
2. Bank shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations (and all amendments).





3. Bank shall be federally or State of Washington chartered financial institution.
4. Bank shall be a member of the Federal Reserve System with access to all services.
5. Bank shall have offices within the Sound Transit boundary (greater Puget Sound area). If the headquarters office of the Proposer is not located in the Sound Transit boundary, branch banks located within the greater Puget Sound area must be able to offer the full range of banking services required by Sound Transit.
6. Bank shall be a full service bank in good standing among comparable banks.

END OF SECTION TWO





SECTION THREE PROPOSAL FORMS

PROPOSAL FORM NO. 1 PRICE

The requirements of each of the Proposal Items on the Price Schedule is specified or shown in the Contract Documents. A lump sum or unit price, as indicated, must be offered for each Proposal Item. Each lump sum or unit price must be multiplied by the estimated quantity to calculate an extended amount for that Proposal Item. The Proposer must set forth a Total Proposal Price that is the sum of the extended amounts for all Proposal Items. Sound Transit reserves the right to correct obvious mathematical errors on the form.

Estimated quantities for unit price items are provided for evaluation purposes only. Sound Transit makes no guarantee as to the actual quantity of unit priced items that will be required.

If prices are not submitted on all line items, the proposal may be considered non-responsive. If price is not applicable to an item then indicate "Not applicable" (N/A) on that line.

Proposal Form No. 1 Price, as contained in this RFP, must be used and may not be modified or changed.

Sound Transit reserves the right to award each Price Schedule independently and may make multiple awards based on the best value to Sound Transit.

Prices listed will apply for the entire initial term of the contract. At the conclusion of the third year, if Sound Transit exercises the option years, each one-year option may include price changes not to exceed the actual Consumer Price Index (CPI) Western Region, All Items (CPI-U) published for the period, in accordance with Section 12 of the [Draft] Agreement.

Proposer agrees that, if it is awarded this contract, for items priced on a unit-price basis, Proposer will be entitled to payment only for actual unit quantities performed.

Having carefully examined the Contract Documents for this solicitation, Proposer offers to provide the services identified in the Contract Documents for the prices set forth below:

SCHEDULE A – GENERAL ACCOUNT SERVICES					
Initial Term (3 Years)					
Item	Description	Unit of Measure	Estimated Quantity¹	Unit Rate	Extended Price
A1	Account maintenance	Each month	16	\$	\$
A2	Zero balance monthly base	Each month	4	\$	\$
A3	Debits posted	Each month	285	\$	\$
A4	Credits posted	Each month	36	\$	\$
A5	Overdraft charge – per day	Each year	1	\$	\$
A6	Overdraft charge – paid item	Each year	1	\$	\$
A7	Daily use of uncollected funds	Each year	1	\$	\$
A8	FDIC assessment	Each month	\$5,730,000	\$	\$
A9	Sweep earnings rate	Each day	\$2,000,000	\$	\$
A10	Deposit slips (duplicate)	Each quarter	90	\$	\$
SUBTOTAL SCHEDULE A – Initial Term (3 Years)					\$

SCHEDULE B – DEPOSITORY SERVICES					
Initial Term (3 Years)					
Item	Description	Unit of Measure	Estimated Quantity¹	Unit Rate	Extended Price
B1	Cash vault monthly base	Each month	1	\$	\$
B2	Cash vault coin deposit – standard bag	Each month	41	\$	\$
B3	Cash vault coin deposit – partial/mixed bag	Each month	33	\$	\$
B4	Cash vault coin furnished – standard box	Each month	172	\$	\$
B5	Cash vault deposit adjustment	Each month	1	\$	\$
B6	Cash vault cash orders – online	Each month	6	\$	\$
B7	Cash vault – coin orders	Each month	\$160,000	\$	\$
B8	Cash vault currency /coin deposited	Each month	\$705,000	\$	\$
B9	Deposited checks – on us	Each month	12	\$	\$
B10	Deposited checks – local clearing	Each month	25	\$	\$
B11	Deposited checks – transit	Each month	29	\$	\$
B12	Cash deposit/\$1 verified at teller window	Each month	185	\$	\$
SUBTOTAL SCHEDULE B – Initial Term (3 Years)					\$

SCHEDULE C – PAPER DISBURSEMENT SERVICES					
Initial Term (3 Years)					
Item	Description	Unit of Measure	Estimated Quantity¹	Unit Rate	Extended Price
C1	Positive pay exception – online view	Each month	22	\$	\$
C2	ARP checks paid – full reconciliation	Each month	36	\$	\$
C3	Stop payment – online	Each year	1	\$	\$
C4	Positive pay exception checks returned	Each month	1	\$	\$
C5	CD of check cleared images (590 checks)	Each month	1		\$
C6	Controlled disbursement subscription base	Each month	1	\$	\$
C7	Online search – cleared checks	Each month	7	\$	\$
C8	Payee validation standard – per item	Each month	627	\$	\$
C9	Controlled disbursement account maintenance	Each month	1	\$	\$
C10	Controlled disbursement checks paid	Each month	590	\$	\$
C11	Controlled disbursement credit posted	Each month	21	\$	\$
SUBTOTAL SCHEDULE C – Initial Term (3 Years)					\$

SCHEDULE D – PAPER DISBURSEMENT RECONCILIATION SERVICES					
Initial Term (3 Years)					
Item	Description	Unit of Measure	Estimated Quantity¹	Unit Rate	Extended Price
D1	ARP register input – online	Each month	650	\$	\$
D2	ARP monthly base – full	Each month	4	\$	\$
D3	ARP full reconciliation – item	Each month	632	\$	\$
D4	ARP paper statement delivery	Each month	1	\$	\$
D5	Positive pay exceptions – item	Each month	26	\$	\$
SUBTOTAL SCHEDULE D – Initial Term (3 Years)					\$

SCHEDULE E – GENERAL ACH SERVICES					
Initial Term (3 Years)					
Item	Description	Unit of Measure	Estimated Quantity¹	Unit Rate	Extended Price
E1	ACH subscription – account	Each month	3	\$	\$
E2	Electronic credits posted	Each month	330	\$	\$
E3	ACH originated – addenda record	Each month	59	\$	\$
E4	ACH received item	Each month	28	\$	\$
E5	ACH return item – fax advice	Each month	2	\$	\$
E6	ACH fax service	Each month	2	\$	\$
E7	Internet ACH one day item	Each month	898	\$	\$
E8	Internet ACH two day item	Each month	1508	\$	\$
E9	Internet ACH base fee	Each month	2	\$	\$
E10	Internet ACH batch release – Orca	Each month	22	\$	\$
E11	Internet ACH batch release – payroll	Each month	4	\$	\$
E12	ACH fraud filter stop monthly base	Each month	3	\$	\$
E13	ACH fraud filter review monthly base	Each month	12	\$	\$
SUBTOTAL SCHEDULE E – Initial Term (3 Years)					\$

SCHEDULE F- WIRE AND OTHER FUNDS TSF SERVICES					
Initial Term (3 Years)					
Item	Description	Unit of Measure	Estimated Quantity¹	Unit Rate	Extended Price
F1	Wire detail report subscription, account	Each month	1	\$	\$
F2	Wire detail report subscription, item	Each month	90	\$	\$
F3	Wire security monthly base	Each month	7	\$	\$
F4	Wire - incoming domestic	Each month	26	\$	\$
F5	Wire – outgoing domestic/drawdown	Each month	41	\$	\$
F6	Wire – book transfer online	Each month	3	\$	\$
F7	Wire – outgoing international USD online	Each year	2	\$	\$
SUBTOTAL SCHEDULE F – Initial Term (3 Years)					\$

SCHEDULE G – MERCHANT SERVICES					
Initial Term (3 Years)					
Item	Description	Unit of Measure	Estimated Quantity¹	Unit Rate	Extended Price
G1	Authorization fee	Each month	90,000	\$	\$
G2	Chargeback fee	Each month	50	\$	\$
G3	Telecommunications fee	Each month	1	\$	\$
SUBTOTAL SCHEDULE G – Initial Term (3 Years)					\$

SCHEDULE H – INFORMATION SERVICES					
Initial Term (3 Years)					
Item	Description	Unit of Measure	Estimated Quantity¹	Unit Rate	Extended Price
H1	Controlled disbursement subscription item	Each month	1660	\$	\$
H2	Intraday subscription monthly base	Each month	6	\$	\$
H3	Previous day subscription monthly base	Each month	15	\$	\$
H4	Previous day subscription detail item	Each month	1324	\$	\$
H5	Intraday subscription – item	Each month	531	\$	\$
H6	Event messaging service – email	Each month	518	\$	\$
H7	Electronic window extended storage 60 days	Each month	5470	\$	\$
SUBTOTAL SCHEDULE H – Initial Term (3 Years)					\$



SUMMARY TOTAL SCHEDULES A – H Initial Term (3 Years)	
Schedule A Subtotal	\$
Schedule B Subtotal	\$
Schedule C Subtotal	\$
Schedule D Subtotal	\$
Schedule E Subtotal	\$
Schedule F Subtotal	\$
Schedule G Subtotal	\$
Schedule H Subtotal	\$
TOTAL PROPOSED PRICE – Initial Term (3 Years)	\$

¹ Estimated quantities are estimates only for evaluation purposes. Sound Transit makes no guarantee on the actual quantities requested.

² Sound Transit reserves the right to enter into a Not-To-Exceed Contract, which amount may differ from this Total Quote Price.

Prices are based on Proposal, RFP and Addenda _____ (enter all addenda numbers here)

Signed this _____ day of _____, 20_____

Firm: _____

Address: _____ City/Zip: _____

Telephone: _____ Fax No.: _____

Email Address: _____

By: _____
(Signature) (Print Name)

Title: _____



PROPOSAL FORM NO. 2 CERTIFICATION REGARDING CONFLICT OF INTEREST

The Proposer is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

The Proposer hereby certifies that to the best of its knowledge and belief, performance of the services described in the Scope of Services will not create any conflicts of interest for the Proposer, any affiliates, any proposed subconsultants or key personnel of any of these organizations.

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

PROPOSER/COMPANY NAME: _____

OR

The Proposer hereby discloses the following circumstances that could give rise to a conflict of interest for the Proposer, any affiliates, any proposed subconsultants or key personnel of any of these organizations. (Attach additional sheets as needed.)

Name of Individual/Company to which potential conflict of interest might apply:

Nature of potential conflict of interest: _____

Proposed Remedy: _____

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

PROPOSER/COMPANY NAME: _____





PROPOSAL FORM NO. 3A DBE/SMALL BUSINESS COMMITMENT FORM - INSTRUCTIONS

We affirm that we have read and understand the provisions in the Contract Documents setting forth the subcontracting and DBE and Small Business participation requirements established in this RFP and that we have complied with all such DBE/Small Business participation objectives. We certify that all documentation (including outreach information) submitted by us to demonstrate such compliance is true and accurate.

Furthermore, we have listed on the following form all DBE/Small Businesses that we will use if awarded the Agreement under this RFP and whose participation will be counted toward meeting the applicable DBE/Small Business participation requirements.

Definitions for DBE/Small Business Participation Plan

Box	Name	Description
1	Procurement Number	Sound Transit's Procurement Number as listed on the cover of the solicitation document.
2	Procurement Title	Name of procurement as written on the cover of the solicitation document.
3	Company Name	Proposer's company name.
4	Address	Business address of Proposer's office in Sound Transit's locale.
5	City, State, Zip	City, state, zip for Box No. 4 above.
6	Contact Name	Proposer's contact person for this procurement.
7	Contact Phone	Contact's phone number.
8	Contact's Email	Contact's Email address.
9	DBE/Small Business Commitment	Total percentage the Proposer commits to including on the contract of proposed subconsultants who are DBEs or certified or self-declared Small Businesses, including the Proposer's contribution if Proposer is a DBE or certified or self-declared Small Business.
10	DBE/Small Business Goal	Sound Transit's DBE/Small Business Goal as listed in the solicitation.
11	Total Proposal Price	Total Amount of Proposal
12	DBE/Small Business Participants	List all DBE/Small Business participants, including Proposer, if Proposer is a DBE or certified or self-declared Small Business.
13	Small Business Indicator	Indicate the type of certification status or other indicator of each Small Business: Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SB), Small Business Administration (SBA), Americans With Disabilities Act Businesses (ADAB), Other (identify).
14	Description of Work	Brief description of the work to be performed by the proposed DBE/Small Business participant.

- | | | |
|-----------|--|--|
| 15 | Proposed Subcontract Amount | Planned or proposed Subcontract Amount for DBE/Small Business participants, including Proposer if Proposer is a DBE or certified or self-declared Small Business. |
| 16 | Percent of Proposed Contract | Percentage of Proposed Contract Amount to be performed by DBE/Small Business participants, including Proposer if Proposer is a DBE or certified or self-declared Small Business. |
| 17 | Subtotal of Proposed Subcontract Amount from attached list, if any, of DBE/Small Business Participants | Total dollar amount taken from additional pages listing DBE/Small Business participants, if necessary |
| 18 | Subtotal Percent of Proposed Contract | Percentage of proposed Contract Amount for additional DBE/Small Business participants listed on additional page(s). |
| 19 | DBE/Small Business Participants Total | Add Boxes 15 and 17, place total in this box. |
| 20 | Total Percent of DBE/Small Business Participants Dollar Amount | Percentage of proposed contract amount for all participants. (Dive Box 19 by Box 11) |

End of Instructions – Small Business Commitment Form is on next page



PROPOSAL FORM NO. 3B DBE/SMALL BUSINESS COMMITMENT FORM

SUBMIT ONLY IF PROPOSAL INCLUDES JOINT VENTURE OR SUBCONTRACTING

Diversity Contract Goals	
Small Business Commitment	9. %
Small Business Goal	10. 0 %

Procurement No.	1. RTA/ RP 0146-12	Company Name	3.
Procurement Title	2. Comprehensive Banking Services	Address	4.
		City/State/Zip	5.
		Contact Name	6.
		Contact Phone	7.
		Contact Email	8.



12. DBE/Small Business Participants (May include Proposer if counted towards Goal)	13. Small Business Indicator (DBE, MBE, WBE, Size, etc)	14. Description of Work	DBE/Small Business Participants	
			15. Proposed Subcontract Amount	16. Percent of Proposed Contract
				%
				%
				%
				%
				%
				%
Subtotal and percent from attached list of DBE/Small Business participants:				18. %
(Please attach a separate list of additional planned DBE/Small Business participants, as necessary)			DBE/Small Business Participants Total:	20. %



PROPOSAL FORM NO. 4 DBE/SMALL BUSINESS OUTREACH DOCUMENTATION FORM

Page _____ of _____ **NOTE: THIS FORM MUST BE SUBMITTED**

The Proposer shall submit this form as part of its Proposal as documentation of its efforts to reach out to DBEs and Small Businesses to participate in the Agreement under this RFP. Sound Transit may request the Proposer provide additional information regarding its efforts. Attach additional forms as necessary.

By submitting this Form, the Proposer certifies it contacted the identified DBEs and Small Businesses, in an effort to solicit their participation in performance of the work in the Agreement under this RFP.

Is Subcontracting anticipated for this Contract? _____ **Yes** _____ **No**

- 1. **Firm Name:** _____
 Contact Person: _____
 Area of Expertise: _____
 DBE and Small Business Status: _____
 Date Contacted: _____
 Response: _____
- 2. **Firm Name:** _____
 Contact Person: _____
 Area of Expertise: _____
 DBE and Small Business Status: _____
 Date Contacted: _____
 Response: _____
- 3. **Firm Name:** _____
 Contact Person: _____
 Area of Expertise: _____
 DBE and Small Business Status: _____
 Date Contacted: _____
 Response: _____
- 4. **Firm Name:** _____
 Contact Person: _____
 Area of Expertise: _____
 DBE and Small Business Status: _____
 Date Contacted: _____
 Response: _____





SECTION FOUR

EXHIBIT A [PROPOSED AGREEMENT]





**EXHIBIT A [PROPOSED] AGREEMENT FOR COMPREHENSIVE BANKING SERVICES
 BETWEEN
 THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
 AND _____**

Contract No. RTA/RP 0146-12

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AGREEMENT

CONTRACTING PARTIES

This Agreement is entered into by and between the Central Puget Sound Regional Transit Authority, hereinafter "Sound Transit" and _____, fully qualified under the terms and conditions outlined by the Washington Public Deposit Protection Commission and licensed to conduct business in the state of Washington, and hereinafter referred to as the "Bank."

SELECTION OF BANK

Whereas, Sound Transit issued a Request for Proposal (RFP), dated _____, for the purpose of obtaining proposals for providing comprehensive banking services and acting as Sound Transit's depository bank.

Whereas, Sound Transit hereby awards to _____, this Agreement for Comprehensive Banking Services, hereinafter referred to as the "Services," as described in Bank's proposal, attached hereto at the prices stated therein, in accordance with the terms of this Agreement.

1. INCORPORATED DOCUMENTS

This Agreement shall consist of the terms and conditions as set forth herein and the following documents, which are incorporated herein by reference:

- 1.1 Exhibit A - Service Charges, dated _____.
- 1.2 Exhibit B - Sound Transit, Request for Proposals (RFP) for Comprehensive Banking Services dated _____.
- 1.3 Exhibit C - The Bank's proposal in response to Sound Transit's RFP for Comprehensive Banking Services, dated _____.

2. ORDER OF PRECEDENCE

In the event of any inconsistency in this Agreement, its Exhibits, the RFP and the Bank's Response, the inconsistency shall be resolved in the order of precedence stated below:

- 2.1 The Terms and Conditions of this Agreement, RTA/RP 0146-12, dated _____, and its amendments.
- 2.2 Exhibit A- Service Charges, dated _____.
- 2.3 Any addenda added to this Agreement by the mutual agreement of the Parties.
- 2.4 Exhibit B - Sound Transit's Request for Proposal (RFP) for Comprehensive Banking Services dated _____.
- 2.5 Exhibit C- The Bank's proposal in response to Sound Transit's RFP for Comprehensive Banking Services, dated _____.

3. NOTICES

Any notice or demand which under this Agreement or applicable law must or may be given by the Bank or Sound Transit shall be in writing, properly addressed and, as an alternative to personal delivery, made by the most expeditious means available, with regard given to the time sensitivity of notice or demand being made to the addresses below or to such other address as may be specified from time to time by either party, or its successor, by notice to the other party.





Sound Transit:
401 S Jackson Street
Seattle, WA 98104-2826

Bank: _____

Attn: Tracy Butler
Treasurer

Attn: _____

And Sue Craven
Senior Contracts
Specialist

Any such notice or demand may be transmitted via facsimile or email, provided that written notice as provided above is simultaneously given. For purposes of facsimile or email transmissions, the parties shall use the following numbers, or others, if notice of change is given to the other party:

Sound Transit: Fax: 206-398-5271
Email: sue.craven@soundtransit.org

Bank: Fax: _____
Email: _____

4. CONTRACT ADMINISTRATION

4.1 Sound Transit's Representatives

4.1.1 The Treasurer of the Treasury Division of Sound Transit's Finance and Information Technology Department shall provide oversight of the daily banking activities conducted under this Agreement and will be the principal point of contact for the Bank concerning Bank's performance of services hereunder. The Treasurer is authorized on behalf of Sound Transit to issue orders for disbursement or the transfer of funds to or from the accounts established under this Agreement and is authorized to use other banking services established under this Agreement. The Treasurer is authorized to add new services to this Agreement pursuant to Section 35. Sound Transit will notify the Bank of changes in the position of Treasurer.

4.1.2 The Contract Specialist will manage this Agreement on behalf of Sound Transit, and will be responsible for the execution of this Agreement, issuing notices of termination, assuring compliance with the insurance and civil rights provisions of this Agreement, and other matters of contract administration. Sound Transit shall notify Bank, in writing, when there is a change in staffing and a new Contract Specialist is assigned to this Agreement.

4.2 Bank's Account Manager

The Bank shall appoint an individual who will be the Account Manager for Sound Transit's account. The Bank's Account Manager will be the principal point of contact for Sound Transit concerning the Bank's performance hereunder. The Bank's Account Manager will also serve as the focal point for business matters, support coordination, and administrative activities. The Bank shall notify Sound Transit in writing when there is a change in staffing and a new Account Manager is assigned.





BASIC PROVISIONS

5. DEFINITIONS

Definitions as used throughout this Agreement shall have the meanings set forth below:

"Aggregate Fee Structure" shall mean the total Fees listed in Exhibit A, Service Charges, utilized in any Service Period.

"Agreement" means the Agreement for Banking Services, effective _____.

"Automated Clearing House (ACH)" shall mean an electronic clearing system in which a data processing center handles payment orders that are exchanged among financial institutions, primarily through telecommunications networks. ACH systems process large volumes of individual payments electronically.

"Automated Clearing House (ACH) Operator" shall mean a central clearing facility that depository financial institutions use to transmit and receive ACH entries. ACH operators are typically a Federal Reserve Bank or a private-sector organization that operates on behalf of a depository financial institution (DFI).

"Bank" shall mean awarded firm. It shall also include any subsidiary, affiliate, agent, subcontractor, representative or employee retained by Bank as permitted under the terms of this Agreement.

"Bank's Account Manager" shall mean an employee of the Bank who is permanently assigned as the primary contact person with whom Sound Transit's Treasurer shall work for the duration of this Agreement.

"Banking Services" may also be referred to as "Services," and shall be inclusive of all services performed by the Bank pursuant to this Agreement, including associated support services, and maintenance provided pursuant to this Agreement.

"Bank's Account Manager" means an employee of the Bank who is permanently assigned as the primary contact person with whom the Sound Transit Contract Specialist shall work for the duration of this Agreement.

"Batch processing" shall mean the transmission or processing of a group of related payment instructions.

"Business day" shall mean any day that Sound Transit is open to conduct business.

"Central Puget Sound Regional Transit Authority" or "Sound Transit" is the public transit authority organized under RCW 81.104 and RCW 81.112 of the laws of the state of Washington and charged with developing light rail, commuter rail and other public transit facilities in the Puget Sound region.

"Chief Executive Officer" shall mean the person who is authorized by the Sound Transit Board to execute this agreement.

"Contract Specialist" shall mean the person designated by Sound Transit's Procurement and Contract Division who is the Contract Specialist for the purposes of execution of the Contract.

"Daylight Overdraft" shall mean a negative balance in an institution's account at any point in a business day. A daylight overdraft occurs at a Federal Reserve Bank when there are insufficient funds in an institution's Federal Reserve Bank account to cover outgoing funds transfers or incoming book-entry securities transfers. An overdraft can also be the result of other payment activity processed by the Federal Reserve Bank, such as check or automated clearinghouse transactions.

"Earnings Rate" shall be defined as the earnings allowance on collected balances.





“Effective Federal Funds Rate” means the federal funds rate for the applicable month as reported in the Federal Reserve Statistical Release Report H.15 (Selected Interest Rate).

“Encryption” shall mean a data security technique used to protect information from unauthorized inspection or alteration. Information is encoded so that data appears as a meaningless string of letters and symbols during delivery or transmission. Upon receipt, the information is decoded using an encryption key.

“Exhibit A” shall mean the Service Charges, Proposal Pricing, Proposal Form No. 1, dated _____.

“Exhibit B” shall mean the Request for Proposals (RFP) for Comprehensive Banking Services issued by Sound Transit, dated _____.

“Exhibit C” shall mean the Bank’s proposal in response to Sound Transit’s RFP for Comprehensive Banking Services.

“FTA” shall mean the Federal Transit Administration.

“RCW” shall mean the Revised Code of Washington (Washington State Law).

“RFP” means the Request for Proposal (RFP) RTA/RP 0146-12, Comprehensive Banking Services issued by Sound Transit.

“RFP Response” means Bank’s proposal in response to the RFP for Comprehensive Banking Services.

“Services” shall mean the banking and cash management services provided by the Bank under this Agreement, and any of its exhibits or addendums.

“Service Period” shall mean the calendar month in which banking services were provided.

“Specified Service Requirements” means the services to be delivered in the Scope of Services and Exhibit A, Service Charges.

“Subcontractor” means one not in the employment of the Bank, who is performing all or part of those Services under this Agreement under a separate contract with the Bank. The term “subcontractor” means subcontractor(s) of any tier.

“Treasurer” shall mean the person fulfilling the duties of the Treasurer at Sound Transit who has been appointed to administer this Agreement and who shall be the primary contact person with whom the Bank will work during the term of this Agreement.

6. SCOPE OF SERVICES

6.1 The Bank agrees to provide banking and cash management services, under the terms of this Agreement, to Sound Transit’s Finance and Information Technology Department, acting as Sound Transit’s depository bank.

6.2 The Services provided by the Bank shall include comprehensive banking services as described in the Exhibits attached to this Agreement for the prices or rates set forth in Exhibit A, and such additional service categories as agreed to by the Parties during the term of this Agreement. All Services provided shall be subject to the general terms and conditions and incorporated by exhibit or addendum into this Agreement. This is a non-exclusive contract and Sound Transit reserves the right to work with other banks and financial institutions.

7. LICENSING AND ACCREDITATION STANDARDS

7.1 The Bank shall comply with all applicable local, State, and federal licensing requirements and standards necessary in the performance of this Agreement.





7.2 During the entire term of this Agreement, the Bank shall be insured by the Federal Deposit Insurance Corporation (FDIC), and approved by the Washington Public Deposit Protection Commission (PDPC) as a qualified public depository.

8. CONFIDENTIALITY OF SOUND TRANSIT RECORDS

8.1 The Bank acknowledges that material and information which has or will come into its possession or knowledge in connection with this Agreement, or its performance, may consist of confidential and proprietary data, whose disclosure to or use by third parties could be damaging.

8.2 Access to information concerning individual recipients of Sound Transit's services shall not be granted except as authorized by law or agency rule.

8.3 The Bank and the Bank on behalf of its subsidiaries, agents, and affiliates, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to authorized employees requiring such information, and not to release or disclose it to any other party.

8.4 Notwithstanding anything apparently to the contrary in the preceding provisions of this Section 8, the Bank may release the material and information described in this Section 8 to bank examiners, its agents and affiliates, and to its internal and external auditors and may also release it pursuant to a subpoena or other order issued by a court of competent jurisdiction.

9. PROTECTION OF BANK'S PROPRIETARY AND CONFIDENTIAL INFORMATION

Any specific information that is contained in the Bank's Proposal that is confidential or proprietary shall be clearly identified as such by the Bank. If a request is made to view Bank's confidential or proprietary information, Sound Transit will comply with the Public Records Act, chapter 42.56 and 42.56.540 RCW. Sound Transit will notify the Bank of a public disclosure request for confidential or proprietary information marked by the Bank, and the Bank may take any legal steps it deems necessary to protect the documents.

10. RECORDS, DOCUMENTS, AND REPORTS

The Bank shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by Sound Transit. The Bank will retain all records related to this contract for seven years following the date of the transaction, and make them available for inspection by persons authorized under this provision. The Bank shall be responsible for any audit exceptions or disallowed costs incurred by the Bank or any of its subcontractors.

11. BANK COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

11.1 Any written commitment by the Bank within the scope of this Agreement shall be binding upon the Bank. Failure of the Bank to fulfill such a commitment may constitute breach and shall render the Bank liable for damages due Sound Transit under the terms of this Agreement.

11.2 For purposes of this Agreement, a commitment by the Bank, which must be in writing, includes: (1) prices and options committed to remain in force over a specified period(s) of time; (2) any warranty or representation made by the Bank in a proposal as to Service performance; (3) any warranty or representation made by the Bank concerning the characteristics of items in (2) above, contained in any literature, descriptions, or specifications accompanying or referred to in a proposal; (4) any modification of or affirmation or representation as to the above which is made by Bank in writing whether or not incorporated into a formal amendment to the proposal in question; and (5) any





representation by the Bank in a proposal, supporting documents or amendments thereto as to, Services to be performed, prices and options committed to remain in force over a fixed period of time, or any other similar matter regardless of the fact that the duration of such commitment may exceed the duration of this Agreement.

12. PRICES AND PRICE INCREASES

The Bank agrees to provide the Services, for the term of the agreement, at the costs, rates and fees set forth in Exhibit A, Service Charges. No other costs, rates, or fees shall be payable to the Bank for implementation of Bank's proposal.

- 12.1 The costs, rates and fees set forth in Exhibit A, Service Charges and any additional Service addendums and exhibits incorporated into this Agreement shall be adjusted for each extension period by multiplying the costs, rates or fees effective during the base term by a number representing the percent change in the level of the CPI between the first month of the base term and the first month of the extended term for each of the extension periods.
- 12.2 As used herein, "CPI-U" shall mean Consumer Price Index for all Urban Consumers (revised 1982) for West Region, All Items (base 1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor. The CPI-U used for such price adjustments shall be the CPI-U last officially published prior to the last day of the month that the extension option is exercised, as applicable, whether such CPI-U has been published on a quarterly, semi-annual, annual, monthly or other basis.
- 12.3 If the CPI-U is no longer officially published at the time of such price adjustments, such index will nevertheless be used for adjustment of the prices, costs and fees by the use of conversion tables supplied by the Bureau of Labor Statistics, U.S. Department of Labor.

13. INITIATION OF SERVICES

- 13.1 Establishment of Accounts. Upon the request of Sound Transit, the Bank shall establish and maintain all necessary separate demand deposit accounts, which will be in the name of the Central Puget Sound Regional Transit Authority.
- 13.2 Sound Transit appoints its Treasurer as the authorized representative to establish new accounts. New accounts may be opened or accounts may be closed during the contract period by written authorization of the Treasurer. New accounts will be subject to the terms and conditions of this contract.

14. PAYMENTS

14.1 METHOD OF COMPENSATION

Sound Transit shall compensate the Bank for Services performed during the Service Period by a combination of direct fee and/or combination of compensating balance and/or Compensatory Certificate of Deposit, based on the monthly account analysis provided to Sound Transit by the Bank. There is no predetermined balance requirement, and Sound Transit shall receive credit against direct fees owing for average collected balances maintained, after reserves, if applicable, or Compensatory Certificate of Deposit during the Service Period at the Earnings Rate.

Debit balances resulting from insufficient earnings will be authorized for withdrawal from Sound Transit's depository account on a date mutually agreed to by Sound Transit and Bank.





14.2 CHARGES IN ACCOUNT ANALYSIS

The charges in the Bank's monthly account analysis shall reflect prices in accordance with Exhibit A, Service Charges.

15. TAXES

It is mutually agreed and understood that all payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Bank's staff shall be the sole liability of the Bank.

16. CORRECTIONS

If a cost is incurred due to a bank error, the Bank shall perform a "back-value" to the affected account reflecting the correction.

TERM AND TERMINATION

17. TERM OF AGREEMENT AND SURVIVORSHIP OF TERMS

17.1 The base term of this Agreement shall be three years.

17.2 Sound Transit reserves the sole option to extend this contract for two additional one-year periods, whereby the total contract period with extensions shall not exceed five years, PROVIDED: the extension shall be by mutual agreement between Sound Transit and the Bank not less than 60 calendar days prior to the anniversary date of this Agreement.

18. TERMINATION

18.1 TERMINATION FOR CONVENIENCE

Sound Transit may terminate this contract, in whole or in part, at any time and for any reason by giving 120 calendar days written termination notice to Bank. Termination charges, when applicable, shall be computed in the following manner: (1) a sum computed and substantiated in accordance with standard accounting practices for those reasonable costs incurred by Bank prior to the date of termination, for orderly phase out of performance as requested by Sound Transit in order to minimize the costs of termination; and (2) a reasonable profit for such work performed; however, Sound Transit shall not be liable to the Bank for any anticipated profits on the terminated portion of the contract, or claims of unabsorbed overhead or other fixed costs. In no event shall Sound Transit become liable to pay any sum in excess of the maximum amount of this contract for the terminated services.

18.2 SOUND TRANSIT'S RIGHT TO TERMINATE FOR BREACH

Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Bank or of the Bank's subsidiaries or affiliates, Sound Transit shall be entitled, by written notice, to cancel this contract in its entirety or in part, for breach of any of the terms herein, and to have all other rights against Bank by reason of Bank's breach as provided by law. A notice of termination under this subsection shall provide an opportunity to the Bank to cure the breach within at least 30 calendar days of notice of the intent to terminate.

If the Bank fails to remedy the default or the breach to the satisfaction of Sound Transit within the time period established in its notice of termination or any extension thereof granted by Sound Transit, this Agreement shall be deemed terminated.

A breach shall mean any one or more of the following events: (1) Bank fails to perform the Services by the time and date required; (2) Bank breaches any warranty, or fails to perform or comply with any term or agreement in the contract; (3) Bank makes any general assignment for the benefit of creditors; (4) Bank becomes insolvent or in an





unsound financial condition so as to endanger performance hereunder; (5) Bank becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization or relief from debtors; or (6) any receiver, trustee or similar official is appointed for Bank or any of Bank's property. If it is subsequently found that Bank was not in breach, the rights and obligations of the parties shall be the same as if a Notice of Termination had been issued pursuant to subparagraph 10.1.

18.3 BANK'S RIGHT TO TERMINATE FOR BREACH

Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of Sound Transit, the Bank may terminate this Agreement by 30 calendar days written notice, if Sound Transit: (1) breaches any of the terms and conditions in this Agreement, the relevant Service exhibit or addendum or any other agreement with Bank; (2) terminates, liquidates or dissolves its business, or disposes of a substantial portion of its assets; (3) fails generally to pay its debts as they become due; (4) voluntarily or involuntarily, becomes the subject of any bankruptcy, insolvency, reorganization or other similar proceeding; (5) initiates any composition with creditors; or (6) any guaranty of Sound Transit's obligations to Bank terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in items in this subsection (1) through (5) attributable to Sound Transit occur to the guarantor.

18.4 TERMINATION FOR CONFLICT OF INTEREST

Sound Transit may terminate this Agreement, by written notice to the Bank, if it is found after due notice and examination that there is a violation by Bank of the Bank's representation and warranty regarding conflict of interest, or warranty regarding gifts and gratuities or any statute, ordinance or rule relating to conflict of interest.

In the event this Agreement is terminated under this subsection, Sound Transit shall be entitled to pursue the same remedies against the Bank as it could pursue in the event of a breach of this Agreement by the Bank. The rights and remedies of Sound Transit provided by this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

18.5 OBLIGATIONS OF PARTIES UPON TERMINATION

18.5.1 Upon termination of this Agreement for any reason Sound Transit, in addition to any other rights provided in this Agreement, may require the Bank to deliver to Sound Transit any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

Sound Transit shall pay to the Bank the agreed upon price, if separately stated, for completed work and services accepted by Sound Transit, and the amount agreed upon by the Bank for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by Sound Transit, and (d) the protection and preservation of property.

The rights and remedies of Sound Transit provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement

18.5.2 If the Agreement or a Service is terminated for any reason, Sound Transit shall (1) immediately stop using any Materials relating to the terminated Service; (2) erase or delete any Bank-provided software relating to the terminated Service to the extent stored in Sound Transit's computers; and (3) at the option of Bank, either return to Bank or destroy all Materials relating to the terminated Service





and certify to Bank that it has done so. Sound Transit's obligations under this subsection shall survive termination of the Agreement.

18.5.3 Termination of the Agreement or a Service shall not affect Sound Transit's payment obligations with respect to services performed by Bank prior to termination. Also, termination of the Agreement or a Service does not release the parties from any of their respective obligations which arose or became effective before such termination.

18.5.4 Upon nearing the end of the final term of this Agreement, and without respect to either the cause or time of such termination, the Bank shall take all reasonable and prudent measures to facilitate and ensure an orderly transition to the successor Bank during the term of this Agreement.

19. CHANGES IN SERVICES

From time to time the Bank may develop a new format or method for delivery of a banking service (new service format). If the Bank in its discretion, determines that retaining the existing service format used by Sound Transit is not economically feasible, the Bank shall provide Sound Transit with the replacement service format for the same price as currently charged for the service category under this Agreement. The Bank shall notify Sound Transit of its estimate of the time necessary to install or implement each such replacement service format, the schedule for implementation, and what steps Sound Transit should take to integrate the new service format with its systems. In addition, Bank may cease providing a specific Service to Sound Transit if Bank stops providing the Service to its customers generally.

20. FORCE MAJEURE

20.1 FORCE MAJEURE EVENT

Neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising due care. Force majeure shall include acts of God, war, terrorism, riots, strikes, fire, floods, earthquakes, epidemics, or other similar occurrences.

20.2 ALLOCATION OF SERVICE

When force majeure affects only part of the Bank's capacity to perform, the Bank may allocate services among its customers, including regular customers not included in this Agreement, in any manner which is fair and reasonable.

20.3 NOTIFICATION

If either party is delayed by force majeure, said party shall provide reasonable notice that there will be delay or non-delivery of reports or services. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided.

20.4 RIGHTS RESERVED

Sound Transit reserves the right to cancel the contract and/or purchase services from the best available source during the time of force majeure, and Bank shall have no recourse against Sound Transit.





STANDARD CONTENT PROVISIONS

21. PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of Sound Transit or the Bank be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

22. INDEMNIFICATION

Bank shall indemnify Sound Transit and hold it harmless from and defend Sound Transit against any and all liabilities, claims, losses, costs, and expenses and damages of any nature (including but not limited to legal expenses) related to this Agreement which results from:

- A failure by the Bank or its subsidiaries, affiliates, agents, subcontractors, representatives or employees, to comply with any applicable federal, state or local law, rule or regulation;
- The negligent act or omissions or the breach of this Agreement by the Bank, its subsidiaries, affiliates, agents, subcontractors, representatives or employees; or
- Fraudulent or intentional acts by the Bank or its subsidiaries, affiliates, agents, subcontractors, representatives or employees.

23. INSURANCE

23.1 Description

23.1.1 Except as otherwise specified, the Bank shall, at its sole cost and expense, obtain and maintain during the entire term of this Agreement the minimum insurance set below.

23.1.2 In the event the Bank is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately.

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

23.1.4 The fact that insurance is obtained by the Bank shall not be deemed to release or diminish the liability of the Bank, including without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Sound Transit shall not be limited to the amount of the required insurance coverage.

23.2 Insurance Coverages

23.2.1 **General Liability:** Commercial General Liability for bodily injury including death, personal injury, and property damage, with a contractual liability endorsement, and Employer's Liability coverage, utilizing insurers and coverage forms acceptable to Sound Transit, with limits of at least \$2,000,000 per occurrence and \$2,000,000 general aggregate.

23.2.2 **Automobile Liability:** Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least \$1,000,000 combined single limit.

Such liability insurance, identified in 23.2.1 and 23.2.2 above, shall name Sound Transit, its officers, directors, agents, and employees as additional insured with respect to the work under this Agreement.





23.2.3 **Workers Compensation:** The Bank will secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington.

If the Bank is qualified as a self-insurer under Chapter 51.14 of the Revised Code of Washington, it will so certify to Sound Transit by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees.

23.2.4 **Financial Institution Bond:** Standard Form No. 24, or its equivalent.

Limits: \$100,000,000 Each Coverage, including the following coverages:

Insuring Agreement A – Fidelity Coverage (including Computer Fraud)

Insuring Agreement B – On Premises

Insuring Agreement C – In-Transit

Insuring Agreement D – Forgery or Alteration

Insuring Agreement E – Securities, including Fraudulent Data Entry or Program Changes rider (SR6149); Extortion rider (SR5935); Trading Loss Coverage rider (SR6027)

Computer Systems Fraud Insuring Agreement 1

Servicing Contractors (Endorsement FI 20 01 09 12) or equivalent

23.2.5 **Other Insurance:** Other insurance as may be deemed appropriate by Sound Transit, costs of which shall be borne by contracting parties as mutually agreed.

23.3 General Provisions

23.3.1 **Certificates and Policies:** Prior to commencement of Work for this Agreement, the Bank shall provide Sound Transit with certificates of insurance showing insurance coverage in compliance with the foregoing paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting Sound Transit's financial security requirements (A.M. Best's Key Rating A-; VII or higher). **Such certificates shall reference Sound Transit's contract number, RTA/RP 0146-12, and title, Comprehensive Banking Services**, and will state that the Bank will provide 30 calendar days' advance written notice to Sound Transit in the event the Bank's insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Bank neglect to obtain and maintain in force any of the insurance required in this Section, Sound Transit may suspend or terminate this Agreement. Suspension or termination of this Agreement shall not relieve the Bank from insurance obligations hereunder.

23.3.2 Bank's insurance shall be primary as respects Sound Transit, and any other insurance maintained by Sound Transit shall be excess and not contributing insurance with the Bank's insurance.

23.3.3 The Bank and its insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against Sound Transit. The Bank and its insurers also waive their right of subrogation against Sound Transit for loss of its owned or leased property or property under its care, custody and control.

23.3.4 **Complete copies of the Additional Insured Endorsement(s) required in 23.2.1 and 23.2.2 above, the Waiver of Subrogation Endorsements, and the Primary and Non-Contributory Endorsements, or policy provisions, from**





the General Liability and Automobile Liability policies and a copy of the Financial Institution Bond shall be attached to the Certificates of Insurance required in this Section.

- 23.3.5 No provision in this Section shall be construed to limit the liability of the Bank for work not done in accordance with the Agreement, or express or implied warranties. The Bank's liability for the work shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.
- 23.3.6 The Bank may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by Sound Transit.
- 23.3.7 The Bank warrants that this Agreement has been thoroughly reviewed by the Bank's insurance agent(s)/broker(s), who have been instructed by the Bank to procure the insurance coverage required by this Agreement.

24. CONFLICT AND SEVERABILITY

24.1 CONFLICT

In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford Sound Transit maximum benefits;

24.2 SEVERABILITY

Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

25. NON DISCRIMINATION AND DIVERSITY PROGRAM REQUIREMENTS

25.1 DIVERSITY PROGRAM REQUIREMENTS

- 25.1.1 Sound Transit is committed to a policy of providing fair and representative employment and business opportunities for minorities and women in the procurement of non-professional and professional services, consistent with Sound Transit's policies, procedures and guiding principles for employment and contracting.
- 25.1.2 The Bank shall fully comply with all federal, state and local laws, regulations and ordinances pertaining to non-discrimination, equal employment and affirmative action, including but not limited to the Washington State "law against discrimination", Chapter 49.60 RCW.
- 25.1.3 The Bank shall not, on the basis of race, religion, color, creed, national origin, marital status, sex, sexual orientation, ancestry, age or the presence of any sensory, mental or physical disability in an otherwise qualified person, deny any person the benefits of, or exclude any person from participation in, the award and performance of any work under this Agreement and shall afford equal, non-discriminatory opportunities to potential joint venture partners, subconsultants, subcontractors and suppliers.
- 25.1.4 The Bank shall not, on the basis of race, religion, color, creed, national origin, marital status, sex, sexual orientation, ancestry, age or the presence of any sensory, mental or physical disability in an otherwise qualified person, discriminate against any employee or applicant for employment. The Bank shall make efforts to ensure that applicants are employed, and employees are treated during employment, without regard to their race, religion, color, creed, national





origin, marital status, sex, sexual orientation, ancestry, age or the presence of any sensory, mental or physical disability. The Bank shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination provision.

25.1.5 Participation by Subconsultants or Subcontractors.

25.1.5.1 Sound Transit did not anticipate that participation by subconsultants or subcontractors would be required by the Bank to satisfactorily perform the work under this Agreement. Accordingly, Sound Transit did not establish any goal for participation by Small Businesses in the work under this Agreement.

25.1.5.2 If the Bank determines that subcontracting is necessary to satisfactorily perform the work under this Agreement, the Bank shall take all necessary affirmative steps to assure that Small Businesses are used when possible. The definition of Small Businesses is set forth in South Transit's Small Business Program.

25.1.5.3 If requested by the Bank, Sound Transit will assist the Bank to identify available and capable Small Businesses for subcontract work.

25.1.5.4 Affirmative steps related to participation by Small Businesses could include the following actions, as applicable:

- placing qualified Small Businesses on solicitation lists;
- assuring that Small Businesses are solicited whenever they are potential sources;
- dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Small Businesses;
- establishing delivery schedules, where the requirement permits, which encourage participation by Small Businesses; and
- using the services and assistance of Sound Transit and the Washington State Office of Minority and Women Business Enterprises.

25.1.5.5 The bank shall provide periodic reports concerning its affirmative efforts and the actual participation by Small Businesses, as such reports are deemed necessary by Sound Transit.

25.1.5.6 The provisions in this Paragraph 25.1 are in addition to the provisions elsewhere in this Agreement related to participation by Disadvantaged Business Enterprises (DBEs). In the event subconsultants or subcontractors are necessary, the Bank shall comply with the provisions in this Paragraph 25.1 and the DBE provisions.

25.1.6 Equal Employment Opportunity (EEO)

25.1.6.1 The Bank shall implement and carry out the obligations regarding EEO submitted as part of its Proposal to perform this Agreement





and the nondiscrimination in employment provisions included in this Agreement.

- 25.1.6.2 The Bank shall prepare and maintain records of employment, employment advertisements, application forms and other pertinent data and records to demonstrate compliance with its EEO obligations under this Agreement. The Bank shall permit reasonable access by Sound Transit to such records.
- 25.1.6.3 The Bank shall provide periodic reports concerning its efforts related to EEO, as such reports are deemed necessary by Sound Transit.

25.2 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- 25.2.1 As a recipient of financial assistance from the federal Department of Transportation (DOT), through the Federal Transit Administration (FTA), Sound Transit developed and administers a Disadvantaged Business Enterprise (DBE) Program in accordance with 49 Code of Federal Regulations (CFR) Part 26 (the "DBE Regulations"). The Bank shall review and comply with applicable provisions in the DBE Regulations.
- 25.2.2 In the performance of work under this Agreement, the Bank shall afford DBEs an equal, non-discriminatory opportunity to compete for business as joint venture partners, subconsultants, subcontractors and suppliers and shall ensure its subconsultants and subcontractors also afford DBEs such opportunities.
- 25.2.3 Sound Transit did not anticipate that participation by subconsultants or subcontractors would be required by the Bank to satisfactorily perform the work under this Agreement. Accordingly, Sound Transit did not establish any goal for participation by DBEs in the work under this Agreement.
- 25.2.4 If the Bank determines that subcontracting is necessary to satisfactorily perform the work under this Agreement, the Bank shall make good faith efforts to assure that DBEs are used when possible. The Bank shall make good faith efforts to reach out to DBEs to solicit and achieve participation by DBEs under this Agreement and maintain documentation of its efforts. The description of "good faith efforts" is set forth in the DBE Regulations.
- 25.2.5 The definition of DBEs is set forth in the DBE Regulations. Only firms that have been certified as eligible to participate as DBEs by the Washington State Office of Minority and Women Business Enterprise (MWBE) shall be considered to be DBEs under this Agreement. A listing of DBEs certified by OMWBE is available on the Internet at <http://www.omwbe.wa.gov/certification> or by contacting OMWBE at 360-753-9693.
- 25.2.6 In each subcontract it awards under this Agreement, the Bank shall include the following assurance:

"The Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Subcontract. The Subconsultant shall carry out applicable requirements of 49 CFR Part 26 in the award of contracts under this Subcontract. Failure by the Subconsultant to carry out these requirements is a material breach of this Subcontract, which may result in the termination of this Subcontract or such other remedy as the Bank or Sound Transit shall deem appropriate."





25.2.7 The Bank shall provide periodic reports concerning its good faith efforts and the actual participation by DBEs, as such reports are deemed necessary by Sound Transit.

25.2.8 The provisions in this Paragraph 25.2 are in addition to the provisions elsewhere in this Agreement related to participation by Small Businesses. In the event subconsultants or subcontractors are necessary, the Bank shall comply with the provisions in this Paragraph 25.2 and the provisions pertaining to Small Businesses.

26. COMPLIANCE WITH LAWS AND REGULATIONS

26.1 The Bank agrees to comply with all applicable federal, state and local laws and regulations applicable to such services, whenever such laws are applicable to work and services provided under this Agreement.

26.2 The Bank shall comply with all federal, state and local licensing, registration, filing and/or certification standards, all applicable accrediting standards, and any other standards or criteria established by any agency of the State of Washington or of the federal government applicable to the Bank's operation.

26.3 The Bank shall comply and, to the best of its ability, shall require its subcontractors to comply, with all federal, state and local laws, regulations and ordinances applicable to the work and services to be performed under this Agreement.

26.4 Sound Transit and the Bank agree to exercise reasonable efforts to stay apprised of any changes to federal, state or local laws, regulations and ordinances referred to in this section, to bring any such changes to the attention of the other party and to negotiate in good faith, the effects of any such changes.

27. NO CONFLICT OF INTEREST

The Bank warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

28. GIFTS AND GRATUITIES

The Bank represents and warrants that it has not and no person or entity acting on its behalf has directly or indirectly offered, given or accepted compensation, gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with this Agreement.

29. NON WAIVER

No delay or failure to exercise any right or remedy under the Agreement shall be deemed a waiver of such right or remedy. No waiver of a single breach or default under the Agreement shall be a waiver of any other breach or default. Any waiver under the Agreement must be in writing.

30. GOVERNING LAW

This Agreement and all addendums, and amendments for each Service provided hereunder is governed by and interpreted according to (i) U.S. federal law and (ii) the law of the State of Washington in effect on the date of execution of this Agreement. Subject to the provisions herein regarding exhaustion of administrative remedies, the Superior Court of King County, Washington, or the U.S. District Court, Western District, State of Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.





31. SUCCESSOR BANK

Substitution of another financial institution to act as Bank under this Agreement may occur in the event of a takeover, merger or acquisition. In this event, the Successor Bank shall provide an automatic continuation of all terms of this Agreement, provided the Successor Bank can meet all required terms of the Agreement. However, Sound Transit reserves the right to terminate the contract in the event a Successor Bank is substituted. Such termination shall be deemed a "Termination for Convenience" as provided herein.

32. HEADINGS

The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions.

33. RIGHTS AND REMEDIES

In the event of any claim for default or breach of contract, no provision in this Agreement shall be construed, expressly or by implication, as a waiver by Sound Transit of any right to insist upon the strict performance of any term or condition of the Agreement or to exercise or delay the exercise of any right or remedy provided in the Agreement or by law, or as the acceptance of (or payment for) services, or to release the Bank from any responsibilities or obligations imposed by this Agreement or by law except if made in a separate writing signed by Sound Transit identified as a waiver in reference to this Agreement. Acceptance by Sound Transit of unsatisfactory performance with or without objection or reservation shall neither waive the right to claim damage for breach nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by the Bank except if made in a separate writing signed by Sound Transit identified as a waiver in reference to this Agreement.

34. SUBCONTRACTORS

Except as otherwise provided in this Agreement, the Bank shall not subcontract or assign its obligations under this Agreement without the prior written consent of the Contract Specialist. The Bank shall be responsible to ensure that all requirements of the Agreement shall be communicated to any and all subcontractors.

35. INDEPENDENT CAPACITY

The parties intend that an independent contractor relationship will be created by this Agreement. The Bank, the Bank's employees, and subcontractors performing under this Agreement are not employees of Sound Transit. The Bank will not hold itself out as nor claim to be an officer or employee of Sound Transit by reason hereof, nor will the Bank make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Bank.

36. AMENDMENT/ADDITIONAL SERVICES

This Agreement may be amended by mutual agreement of the parties. Only Sound Transit's Chief Executive Director or delegate by writing, shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding until made in writing and signed by Sound Transit unless otherwise provided herein. All amendments, addenda, and orders signed during the life of this Agreement shall be governed by this Agreement unless expressly modified.

The Parties further agree that, upon the mutual consent of both Parties, additional Services, appropriate to the scope of this Agreement, may be added to this Agreement by modification or amendment to this Agreement. Such modification or amendment shall include a specific description of the additional Services, pricing and additional terms and conditions as relevant, and shall be attached as an additional Exhibit to this Agreement. The additional Services shall be





available under the same terms and conditions established herein except as specifically amended between the Parties.

37. ENTIRE AGREEMENT

This Agreement, including all additional Exhibits (service addenda) and amendments agreed to by the parties, is the complete and exclusive statement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Unless otherwise agreed to in writing, all amendments and Exhibits executed by the Parties during the life of this Agreement shall be governed by these general provisions.

38. ATTORNEYS' FEES AND COSTS

The parties covenant that in the event suit is instituted by either party for any default on the part of the other party, the prevailing party shall be entitled to receive from the losing party all costs, expenses, and reasonable attorney fees (whether incurred before trial, at trial, or on appeal) expended or incurred by the prevailing party in connection with such suit.

39. DISPUTES

39.1 Except as otherwise provided in this Agreement, when a bona fide dispute arises between Sound Transit and the Bank, and it cannot be resolved, either party may initiate the dispute resolution procedure provided herein.

39.2 Time is of the essence in resolving disputes. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party must respond in writing within two business days.

Then, both parties shall have three business days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved after three business days, either party may request arbitration through the procedures in this subsection below.

39.3 Both parties agree to exercise good faith in dispute resolution and to avoid arbitration whenever possible.

39.4 Sound Transit and the Bank agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement which are not affected by the dispute.

39.5 If either party demands arbitration for the resolution of any dispute, controversy or claim arising out of or relating to the Agreement, including a breach of the Agreement, such arbitration proceeding shall be conducted in the United States of America in accordance with the United States Arbitration Act (Title 9, U.S. Code) under the Commercial Arbitration Rules of the American Arbitration Association.

39.5.1 Under these procedures, the dispute, controversy or claim shall be submitted to a neutral person for determination in lieu of a trial before a judge or jury. The arbitrator shall be chosen by mutual agreement of the parties, and if the parties fail to agree, the parties shall submit a request for the selection of an arbitrator to the local office of the American Arbitration Association (or such other arbitration or mediation service as agreed to by the parties).

39.5.2 Both parties agree to be bound by the decision of an arbitrator.

39.5.3 The costs of the arbitration shall be shared between the parties.

39.5.4 Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction.





39.5.5 Without regard to the foregoing in this subsection, any dispute or controversy that arises from an Electronic Funds Transfer Service will be decided by a judge without a jury in a United States of America federal or state court (except as Sound Transit and Bank expressly agree otherwise in writing). This means that in these instances Sound Transit waives any right to a trial by jury in any action or proceeding and agrees that such action or proceeding will be tried before a judge without a jury.

39.5.6 This subsection shall not limit the right of either party to the Agreement to exercise self-help remedies, or obtain provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of any proceeding. The exercise of such a remedy does not waive the right of either party to resort to arbitration or trial by a judge. Sound Transit or Bank may exercise or obtain these remedies at any time, even while the arbitration or trial by a judge is pending.

40. ADVERTISING

The Bank shall not advertise or publish information concerning this contract in any form or media without prior written consent from Sound Transit.

41. CONSENT

Both parties agree that whenever a party's consent is required under the terms of this Agreement, that consent shall not unreasonably be delayed or withheld.

42. COUNTERPARTS

This Agreement is to be executed in duplicate originals and each duplicate shall be deemed an original copy of the Agreement signed by each party, for all purposes.

43. Signature Blocks

IN WITNESS WHEREOF the parties hereto, having read this Agreement in its entirety, including all attachments hereto, do agree in each and every particular.

Bank

Central Puget Sound Regional
Transit Authority

By: _____
Print Name: _____
Title: _____

By: _____
Joan M. Earl
Chief Executive Officer

APPROVED AS TO FORM
By: _____
Legal Counsel

APPROVED AS TO FORM:
By: _____
Legal Counsel



ATTACHMENT A SCOPE OF SERVICES

[Final Scope of Services will be inserted at time of contract preparation]

