



MUKILTEO WATER AND WASTEWATER DISTRICT

**REQUEST FOR PROPOSAL
BANKING SERVICES**

Issue Date: March 8, 2011

Due Date: April 19, 2011

BANKING SERVICES

The Mukilteo Water and Wastewater District (District) is requesting proposals for certain banking services.

Proposals will be received by the RFP Coordinator identified in the proposal material at the District Headquarters, 7824 Mukilteo Speedway, Mukilteo, Washington 98275 until 5:00 p.m. (Pacific Daylight Savings Time) on April 12, 2011. Proposals can be mailed to P O Box 260, Mukilteo, Washington 98275. Detailed Request for Proposal (RFP) information including general information, scope of work, terms and conditions, and required format for proposal is available from the District located at the above address, on the District website at www.mukilteowwd.org under "Doing Business", or by calling the RFP Coordinator at (425) 355-3355. Vendors who have questions or would like to request a clarification should submit their inquiries to the RFP Coordinator no later than the date set forth in the proposal materials.

The District reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the District to pay any costs incurred by respondents in the preparation and submission of a proposal. Further, the RFP does not obligate the District to accept or contract for any express or implied services.

The procurement schedule for the proposals is as described in the proposal materials. The District reserves the right to modify or adjust the schedule as necessary. All proposals must conform to the required Proposal forms. Vendors must satisfy themselves as to the accuracy of their Proposals. After Proposals have been submitted, the Vendor shall not assert that there was a misunderstanding concerning the nature of this RFP or the related services.

**MUKILTEO WATER AND WASTEWATER DISTRICT
FINANCE DEPARTMENT**

BANKING SERVICES REQUEST FOR PROPOSAL

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Section 1. - General Information

A. Introduction and Mandatory Requirements

Bank of America currently provides banking services to the District. The District is requesting proposals to determine whether the District is receiving the optimum level of service at a competitive price. The District is also interested in increasing its use of technology products such as ACH transfers, credit card transactions, positive pay checking, and on-line account access. The District's expectation upon completion of the Request for Proposal (RFP) process is to enter into a 3-year agreement with the option of extending the agreement for another three-year period. The District expects to develop a collaborative relationship with the selected vendor for banking services.

Proposals should demonstrate the vendor's cost effective and innovative approach to today's banking needs as well as the rapidly changing demands of the future.

To be considered for selection, vendors must meet at least the following minimum qualifications:

Authority to offer Banking Services - Must hold a charter from either the United States Government or the State of Washington.

Access to Federal Reserve System - Must be a member of (or have access to) the Federal Reserve System and have access to all Federal Reserve System services.

Legal Compliance - Must be in compliance with all applicable laws, rules, regulations, of the State of Washington and the United States.

Public Deposit Protection Act - Must be a Washington State qualified and approved depository for public funds and must be in compliance with the Washington Public Deposit Protection Act (RCW 39.58) with a capital structure sufficient to accommodate the District's cash/investment management monthly needs of up to \$2 million. Vendor must immediately notify the District in writing if it loses its qualification and approval for the deposit of public funds; the agreement is contingent upon such qualification and approval. The agreement will not be awarded to any vendor not qualified as a public depository and the District may terminate the agreement, at no penalty to the District, if such qualification and approval is lost and the Vendor shall be liable for all costs incurred by the District in transferring its financial operations to another qualified and approved Washington public depository.

Location of Banking Office - Should have established offices or local branches within the City of Mukilteo or have a relationship with another financial institution within the City of Mukilteo that allows deposits to be made and credited the same business day.

Experienced Staffing - Agree to assign dedicated staff who are committed,

capable and experienced with servicing municipal accounts.

Electronic Banking – Be able to provide on-site secure electronic banking providing on-line account inquire and ACH transfers.

Corporate Credit Card(s) – Be able to issue corporate credit cards, under the District’s legal authority and Employer Identification Number (EIN), to selected officials and purchasing agents of the District.

Public Works and Developer Extension Deposit Account(s) – Be able to open an interest bearing deposit account for the District to be held pending acceptance of a specific developer extension project.

B. Account Description

The District is located in Snohomish County, Washington and provides water and sewerage service to approximately 11,000 commercial and residential connections. The District’s current accounts payable activity is provided by Snohomish County. The District annually collects in revenue approximately \$8.7 million with annual expenses averaging \$8.2 million.

The District currently uses two demand accounts at Bank of America, with the potential for a third:

Account Name & Description of Activity	2010 Avg Daily Balance	Est. of Dep. Items (annual)	2010 Avg Daily Deposits	Avg # of Checks/ ACH/Wire Items (annual)
Main -Customer deposits, refund checks, ACH payments, wires, transfers via check to Snohomish Co.	\$266,669	36,845	\$51,725	81
Revolving -Payroll checks and ACH deposits for monthly payroll	\$6,308	12	\$5,585	324
Potential Revolving -Accounts Payable checks, ACH payments		36	\$273,866	1,458

C. Public Records

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the “documents”) become public records upon submission to the District, and may be subject to disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law. If the District receives a request for inspection or copying of any such documents it will promptly notify the vendor submitting the documents to the District (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such vendor, received by the District within five days of the mailing of such notice, will delay disclosure of the documents for a reasonable period of time as permitted by law to enable such vendor to seek a

court order prohibiting or conditioning the release of the documents. The District assumes no obligation, contractual or otherwise, to assert, defend or enforce any exemption to the public records disclosure laws relating to the documents.

D. RFP Coordinator

Upon release of this RFP, all vendor communications concerning this information request shall be directed to Sue Parks, District Finance Manager (the "RFP Coordinator") at the contact information listed below. Unauthorized contact regarding this RFP with other District representative(s) may result in disqualification. Any oral communications will be considered unofficial and non-binding on the District. The vendor shall rely only on written statements issued by the RFP Coordinator.

Address: Mukilteo Water and Wastewater District
Finance Department: Attn. Sue Parks
P O Box 260
Mukilteo, WA 98275-0260
Telephone: (425) 355-3355
E-mail: suep@mukilteowwd.org

E. RFP Schedule

Event	Time	Date
Release RFP to Vendors		March 8, 2011
Vendor Questions (if any) Due	5 PM (PDT)	April 4, 2011
Proposal Responses Due	5 PM (PDT)	April 12, 2011
Proposal Evaluation Complete		April 19, 2011
Agreement Negotiations Complete		April 22, 2011
Commissioner Review of Agreement		May 4, 2011 to May 18, 2011
New Agreement in Place		June 1, 2011

These dates are estimates and subject to change by the District.

F. Questions Regarding the RFP

Vendors who wish to ask questions regarding this RFP must submit written questions to the RFP Coordinator by the time and date specified in the RFP Schedule, Section 1.E.

G. RFP Amendments

The District reserves the right to request any vendor to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of a proposal.

The District reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The District also reserves the right to cancel or reissue the RFP.

The District reserves the right to reject any and all responses and proposals, to waive any irregularities or/and informalities in the selection process, to request clarification of information from any vendor and to effect any agreement deemed by the District to be in its best interest.

The District will not reimburse any vendors for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate the District to accept or contract for any expressed or implied services. In the event of a material modification, vendors will be given an opportunity to modify their proposal in the specific areas that are affected by the modification.

H. Proposal Response Date and Location

Four (4) copies of each proposal must be received by the District no later than the date and time specified in Section 1.E. Proposals received after the date and time specified in Section 1.E. will not be accepted. Vendors accept all risks of late delivery of mailed proposal regardless of fault. Facsimile proposals will not be considered. All proposals and accompanying documentation will become the property of the District and will not be returned. An electronic file of this document is available for ease in preparation of the RFP response. The electronic file proposal, in Word format, may be returned with the required four printed copies of each proposal.

Section 2. RFP Response Elements

A. Request for Proposal Checklist and Authorized Signature

The Vendor shall submit a checklist using the form supplied in Attachment II. Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

B. Proposed Fee Schedule

The Vendor shall provide a schedule of fees using the form supplied in Attachment III. For services not specified on the form, but which the Vendor proposes to charge for, or where a differing level of service is proposed, the Vendor shall provide a description of the service and the proposed fee structure. The Vendor shall also provide a "Pro Forma Account Analysis" which includes proposed product and services.

C. Funds Availability Schedule

The Vendor shall provide a copy of its funds availability schedule and label it as Attachment IV. Describe one day, two day availability and wire requirements.

D. Statement of Qualifications

The Vendor shall provide a summary of the vendor's qualifications to provide banking services including (Attachment V):

1. A local office/servicing branch contact;
2. A summary of the vendor's experience in providing required services;
3. A summary of the vendor's experience in providing these services to government entities in Washington;
4. Key measures of the vendor's financial strength, e.g., capital ratios, market capitalization, total assets, etc.;
5. Ratings for the vendor and/or vendor holding company from two of the following agencies: Standard & Poor's, Moody's, or Fitch;
6. The address of the branch to which the vendor proposes the District delivers daily deposits.

E. Banking and Ancillary Service Questions

Vendor shall provide a description of services proposed, specifically covering the following areas (Attachment VI):

Banking Services - Basic

1. General Banking: Describe how the Vendor would accommodate the volume/activity associated with District's demand deposit accounts.
2. Account Reconciliation: Describe the account reconciliation services offered by the Vendor including CD based check document image storage, positive pay, reverse positive pay, end-of-period report availability schedule, and include other electronic options or web-based options.
3. Reporting and Money Transfer: Describe the system(s) available to access account transactions and balances, perform electronic money transfer (ACH and Wire), perform operations such as stop payments on checks or warrants. Include specifications for automated service hardware and software capability proposed as well as data download/file transfer formats for internet services proposed. Also specify the costs related to such internet services separately on Attachment III.
4. Collected Balances and Earnings Allowances: Describe your calculation of collected balances. Also describe the effective rate, method used and formula proposed to calculate the service charge credit or the earnings allowance on collected balances.
5. Identify the proposed compensation method (i.e.: compensating balances, straight fees, other method or combination thereof). Describe the interval/time frame proposed for the District to compensate for any additional fees not offset by the earnings allowance on collected balances (i.e.: monthly, quarterly, semi-annually, annually) and to what extent the service charge credit/debit from one year can be carried forward to the next year.
6. Change/Currency Order Services: Describe your procedures for processing change/currency orders.
7. Overdraft Protection: Describe your overdraft protection program as it would relate to the District, as well as what constitutes a daylight and overnight overdraft situation. Specify the fees and interest charge formula and when they will be applicable.
8. Credit/Debit Card Processing: Describe your ability to provide an electronic system to accommodate credit/debit card authorizations and processing.
9. Check Processing: Describe your check processing system, including automated electronic file transfer of data and maximum check float requirement, if any.
10. Customer Service: Describe your customer service philosophy and provide meaningful examples to illustrate.
11. Conversion Plan: Describe the conversion plan you would coordinate to ensure a smooth transition from the current provider if the District determines to change providers.
12. Service Enhancements: Describe any enhancements, technological or otherwise, that the District should consider to improve operational or cash

management efficiencies.

13. Competitive Position and Future Commitment: What differentiates your service from other providers?

14. Emergency Preparedness and Disaster Recovery: Describe your disaster recovery procedures. How quickly will back-up facilities be activated?

F. Client References

The Vendor shall submit up to three (3) references (preferably from current Washington State government customers) who can attest to the Vendor's experience as it relates to providing banking services. The references must include contact name, title, address, and telephone number (Attachment VII).

G. Exceptions to the Request for Proposal Process (Not Mandatory)

Any Vendor that requires an exception to any part or section of the Request for Proposal Process must complete a statement outlining their exception and proposed options to address the needs or services required by the District. The District reserves the right to review any request for exception. The District retains the sole ability to allow or not allow the exception; or negotiate a modification to the exception; or remove from consideration a Vendor's proposal based on the exception (Attachment VIII).

Section 3 - Evaluation Process

Proposals will be evaluated by a committee of District staff. Evaluations will be based on criteria outlined herein which may be weighted by the District in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

A. Responsiveness to RFP

The District will consider all the material submitted to determine whether the Bank's offering is in compliance with the RFP documents.

B. Ability to Perform Required Services

The District will consider all the relevant material submitted by each Vendor, and other relevant material it may otherwise obtain, to determine whether the Vendor is capable of and has a history of successfully completing agreements of this type. The following elements may be given consideration by the District in determining whether a Vendor is capable:

1. The ability and capacity of the Vendor and the skills, experience, and availability of the specific individuals to be assigned to the District to perform the services required;
2. The quality of performances by the Vendor of previous and similar

agreements and such other information as may be secured and considered relevant by the District;

3. The ability of the Vendor to present professional and innovative work to similar organizations; the skill of the Vendor as demonstrated by sample of similar work and/or references by similar organizations;
4. Compliance with and creativity in achieving the basic requirements of the RFP.

The Vendor shall furnish acceptable evidence of their ability to perform, regarding such categories as expertise/experience, equipment, facilities and personnel qualified to perform requested duties. Refusal to provide such information upon request may cause the proposal to be rejected.

C. References

As described in "Section 2.E. - Client References".

D. Fees

As described in "Section 2.B. - Fee Schedule".

E. Interviews and Site Visits

The District may conduct interviews and site visits as part of the final selection process.

Section 4- Agreement and Terms

The term of this Agreement shall be three years, unless terminated sooner as provided in the Sample Agreement, with the option of extending the agreement for three additional years. The Vendor shall maintain strong internal controls and shall promptly notify the District upon discovery of fraud or financial irregularity. In addition, the Vendor shall allow the District access to requested records, documents and information in order to perform an audit to assure proper internal controls are established and in place.

A scope of services similar to the Sample Scope of Services (Attachment I – Sample Agreement) will be finalized upon selection of vendor(s).

Insurance shall meet or exceed the requirements unless otherwise approved by the District.

**ATTACHMENT I
SAMPLE AGREEMENT FOR BANKING SERVICES**

THIS AGREEMENT (“Agreement”) is entered into the date last below written between the **MUKILTEO WATER AND WASTEWATER DISTRICT, a WASHINGTON Municipal Corporation (“DISTRICT”)** and _____ (“CONTRACTOR”), a _____ (individually a “Party” and collectively the “Parties”).

1. SERVICES BY CONTRACTOR

Contractor shall perform the services described in the scope of work attached hereto as Attachment 1A.

2. COMPENSATION

District shall pay Contractor for each of the services as set forth in the Proposal attached hereto as Exhibit __ and interpreted herein in full by this reference (“Proposal”) in accordance with the amounts and conditions specified in the Proposal. Fees will be paid through compensating balance or certificate of deposit credit or where specified in the Proposal through direct payment.

3. COMPLIANCE WITH LAWS

- A. Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- B. Violation of this Paragraph 3, shall be a material breach of this Agreement and shall be grounds for cancellation, termination or suspension of the Agreement by District, in whole or in part, and may result in ineligibility for further work for District.

4. TERM AND TERMINATION OF AGREEMENT

- A. The term of this Agreement shall be three (3) years commencing June 1, 2011 through May 31, 2014. Upon mutual written consent, subject to the provisions for termination as set for in this section, the District anticipates that this Agreement will be extended for three (3) additional years. During extension periods, all terms and conditions of the existing Agreement shall remain in effect except those mutually agreed to in writing and amended for the extension period.

- B. This Agreement may be terminated by either Party without cause upon at least ninety (90) days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to District, and Contractor shall be entitled to just and equitable compensation at the rate set forth in Paragraph 2 for any satisfactory work completed prior to the date of termination.

5. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of District, shall be forwarded to District at its request and may be used by District as it sees fit. District agrees that if it uses products prepared by Contractor for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Contractor harmless therefore.

6. GENERAL ADMINISTRATION AND MANAGEMENT

The General Manager shall be the District's contract approval representative and shall approve any contractual changes and/or extensions and authorize the signature and access authority for all District representatives including, but not limited to, signature cards for account access, District check signing authority, credit card issuance, short term lines of credit, and on-line banking access. The Finance Manager shall be District's business representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all charges, under this Agreement. The General Manager may authorize additional authority of the Finance Manager in writing during the term of this Agreement.

7. HOLD HARMLESS

Contractor shall protect, defend, indemnify and save harmless the District, its officers, employees and agents from any and all costs, claims, judgments, liabilities, actions, expenses or awards of damages including attorney's fees and costs (collectively "Damages"), arising out of or in any way resulting from the negligent acts or omissions of Contractor, its officers, employees and agents in performing this Agreement.

8. INSURANCE

Contractor shall maintain insurance as follows:

1. Comprehensive or Commercial General Liability.
2. Workers Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
3. Federal Deposit Insurance (FDIC).
4. Banker's Blanket Bond including the following coverages:
 - a) Consultants Errors and Omissions or Professional Liability applying to all professional activities performed under the agreement.
 - b) Bankers Professional Liability Insurance with All Risk coverage.
 - c) Electronic Funds Transfer and Computer Fraud Insurance.
 - d) Directors & Officers Liability Insurance.
 - e) Trust Department Errors and Omissions.

Minimum Levels of Insurance

1. Comprehensive or Commercial General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Workers Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
3. Banker's Blanket Bond including:
 - a) Consultants Errors or Omissions or Professional Liability: \$5,000,000 per occurrence.
 - b) Bankers Professional Liability Insurance with All Risk coverage for limits of \$5,000,000 per occurrence.
 - c) Electronic Funds Transfer and Computer Fraud Insurance with limits of \$5,000,000 per occurrence.
 - d) Directors & Officers Liability Insurance with a limit of \$5,000,000 per occurrence.
 - e) Trust Department Errors & Omissions liability with limits of \$5,000,000 per claim.

For all insurance policies: Each insurance policy shall be written on an "occurrence" form unless otherwise stated. For coverage purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of Agreement termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. In the event the deductibles or self-insured retentions are not acceptable to the District, the District reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers

Insurance is to be placed with insurers with a current Bests' rating of A:VIII, or with an insurer acceptable to the District.

Verification of Coverage

Contractor shall furnish the District with certificates of insurance confirming coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the District as an "additional insured" except for coverages identified in A.3. and A.4. above. The certificates are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies at any time.

Neither the District nor Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.

9. FUTURE SUPPORT

The District makes no commitment and assumes no obligations for the support of Contractor's activities except as set forth in this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor.

11. ACTS OF INSOLVENCY

The District may immediately terminate this Agreement by written notice to Contractor if Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or

foreign, or has wound up liquidated, voluntarily or otherwise.

12. FORCE MAJEURE, SUSPENSION AND TERMINATION

In the event that either Party is unable to perform its obligations under the Agreement or to enjoy any of its benefits because of natural disaster or actions or decrees of governmental bodies (hereunder referred to as a "Force Majeure Event" or "Event"), the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, the affected Party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of Force Majeure Event, the Party whose ability to perform has not been so affected may terminate the Agreement by giving written notice to the other Party. If such Force Majeure Event affects the delivery day or warrant provisions of the Agreement, such date of warranty period shall automatically be extended for a period equal to such Event.

13. EXTENT OF AGREEMENT MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both Parties.

14. WASHINGTON STATE PUBLIC DEPOSITARY

During the term of this Agreement, the Contractor shall be a qualified depository for public funds and must at all times be in compliance with the Washington Public Deposit Protection Act (RCW 39.58) (the "Act"). The Contractor must provide to the District written notice should it no longer be approved or qualify as a public depository or otherwise be in non-compliance with the Act. Should the Contractor lose its approval or qualification for the deposit of public funds, the District may, in the District's sole discretion, terminate this Agreement, without penalty to the District. The Contractor shall be liable for and shall reimburse to the District all fees, costs and expenses incurred by the District in transferring its financial operations to another qualified and approved Washington State public depository, including but not limited to, staff time, check restock, credit card transfer fees, ACH set-up fees, account setup fees. Contractor shall liquidate any timed deposits or investments (Certificates of Deposit/Money Market Funds/Bankers Acceptance/Etc.), without penalty to the District.

15. GOVERNING LAW/FORUM

This Agreement shall be governed by the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall only be brought in Snohomish County Superior Court, Snohomish, Washington.

16. ATTORNEY’S FEES

If Either Party commences any legal action relating to the provisions of this Agreement, the prevailing Party shall be entitled, in addition to all other amounts to which it is otherwise entitled to by this Agreement, to all costs of litigation, including but not limited to, costs, witness, expert and reasonable attorneys’ fees, including all such costs and fees incurred on appeal.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of _____, 2011.

CONTRACTOR

MUKILTEO WATER AND
WASTEWATER DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Approved as to form:

District Attorney

ATTACHMENT IA

SAMPLE SCOPE OF SERVICES

A. Banking Services - Basic

1. General Banking: The Vendor must have and maintain a local deposit branch operation that can accommodate the security, deposit volume, and change order demands associated with the District's accounts. The Vendor must process returned/releared items, stop payments, change/currency orders, and photocopying services for items or documents related to the District's bank accounts.
2. Deposit Verifications: The Vendor must provide for deposit verification and return of validated deposit receipts to the District.
3. Check Processing: The Vendor must be able to process District checks and validate signatures and authorized signing agents. The District may select a positive pay check process during the term of this Agreement.
4. Electronic Money Transfers: The Vendor must provide incoming and outgoing electronic money transfer services, including ACH and Wire safeguards and security measures.
5. Direct Deposit: The Vendor must have the capability to accommodate a wide range of electronic payment and deposit services and must guarantee the turnaround time as determined by the District for processing direct deposits to the customer accounts. The District may select a direct deposit option for the payment of employee checks during the term of this Agreement.
6. Overdraft Protection: The Vendor must provide overdraft protection.
7. Tax Processing and Remittance: The Vendor must be able to accommodate the District's payment and reporting of payroll and other taxes.
8. Balance Reporting: The Vendor must have an electronic communication/file transmission system that allows the District to access data by 8:00 a.m. Pacific Standard Time, including previous day balance, collected balances, earnings allowance, and transaction information for each designated account.
9. Account Reconciliation: The Vendor must provide monthly reconciliation reports, bank statements, account analysis statements, confirmations and other report related features within a maximum of 10 working days after month end. The Vendor must be able to provide various reports and statements in a computer media and also provide specialized reports as needed.
10. Credit/Debit Card Processing: The Vendor must provide an electronic system to accommodate credit/debit card authorizations and processing.
11. Business Credit Card: The Vendor must provide, if required by the District, credit cards with a credit limit of up to \$5,000 per card as obligations of the District. The Vendor must be able to allow the District to select the credit limit of each

card to be issued between \$1,000 and \$5,000.

12. Emergency Preparedness and Disaster Recovery: The Vendor must have a fully developed disaster recovery plan, including remote sites for currency acquisition and recovery of records.
13. Conversion Plan: The Vendor must provide for a smooth transition. The Vendor must also provide on-site training to our personnel for the operation and use of the Vendor's services and automated systems.
14. Public Works and Developer Extension Trust Account(s) – The Vendor must be able to provide, if required by the District, an interest bearing deposit account, under the name and control of the District, for any executed developer extension and public works retainage accounts.

B. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall require subcontractors to provide their own coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ATTACHMENT II
STATEMENT OF QUALIFICATIONS CHECKLIST

Check	Request for Proposal Component	Attachment
<input type="checkbox"/>	Signed Proposal	II
<input type="checkbox"/>	Proposed Fee Schedule	III
<input type="checkbox"/>	Funds Availability Schedule	IV
<input type="checkbox"/>	Statement of Qualifications	V
<input type="checkbox"/>	Description of Banking and Ancillary Services	VI
<input type="checkbox"/>	Client References	VII
<input type="checkbox"/>	Exceptions to Any RFP Element	VIII

The signature of the authorized representative in the space below indicates vendor's acceptance of all the terms and conditions as presented in the RFP.

Bank Name

Date Signed

Authorized Signature

Title

ATTACHMENT III

**PROPOSED FEE STRUCTURE FOR THE MUKILTEO WATER AND
WASTEWATER DISTRICT**

Provide proposed fee structure for the services identified in this attachment and any other fees that may be proposed. Please indicate any services for which you require direct payment (hard dollars). It will be assumed that all services may be paid for through service charge credit and/or a compensating balance certificate of deposit unless indicated otherwise in the vendor’s response. Please provide a proforma account analysis including each description of service item below. (Provide more detailed cost data under each description if needed.)

Fee Items	Unit Price	Explanation
<u>Current Ongoing Banking Services:</u>		
DDA Maintenance Charge	_____	_____
Cash Deposited	_____	_____
Cash	_____	_____
Checks	_____	_____
ACH Items (Easy Pay/Direct Pay/e.check/Ect)	_____	_____
Credit Card Deposits	_____	_____
Checks (Debits)	_____	_____
Deposit Slip Orders	_____	_____
Account Transfers	_____	_____
Item Inquiry	_____	_____
On-Us Deposited Items	_____	_____
Local Deposited Items	_____	_____
Direct Send Deposited Items	_____	_____
On-Us Deposited Items	_____	_____
NSF Charges	_____	_____
Overdraft Charges	_____	_____
Enc On-Us Dep Items	_____	_____
Stop Payments	_____	_____
Redeposited Returned Item	_____	_____
Deposits Posted	_____	_____
Deposited Items Returned	_____	_____
Vault Deposits Posted	_____	_____

Fee Items	Unit Price	Explanation
ACH Return Items		
ACH Report Detail Records		
ACH File Confirmation Report		
ACH Direct Dep - Transmission Input		
ACH Dir Dep - On-Us Items		
ACH Dir Dep - Off-Us Items		
ACH Standard Reports - Mail		
Balance Reporting Maintenance		
Balance Rept Statement Items		
Balance Rept Stmt Reports		
Automated Incoming Wires		
Auto Outgoing Repetitive Wires		

Fee Items	Unit Price	Explanation
<u>Internet Services Not Listed Above:</u>		
On-Line Monthly Access Fee		
Account Setup Change Fee		
Transaction Fee		
Program Maintenance Fee		
On-Line Access Fee		

Other Items Not Mentioned Above:		

PROVIDE THE RATE AND FORMULA FOR THE FOLLOWING:

1. Earnings rate on collected balances
2. Check float

PROVIDE SAMPLES OF THE FOLLOWING REPORTS:

1. Check Redemption Account Balance Report
2. Monthly Demand Deposit Analysis Report
3. Monthly Bank Account Statement

**ATTACHMENT IV
FUNDS AVAILABILITY SCHEDULE**

Please provide your most recent funds availability schedule.

**ATTACHMENT V
STATEMENT OF QUALIFICATIONS**

Please provide a brief statement of your financial institutions professional qualifications, commitment to customer service, understanding of municipal financial needs, services, and legislative restrictions as outlined in Section 2.E.

**ATTACHMENT VI
DESCRIPTION OF BANKING AND ANCILLARY SERVICES**

Please provide a description of your financial banking and ancillary services as outlined in Section 2.D. Also include a map locations and address of the branch the District would be depositing to with reference to the District Headquarters location (MapQuest or like service).

**ATTACHMENT VII
CLIENT REFERENCES**

Please provide three client references as outlined in Section 2.G.

**ATTACHMENT VIII
EXCEPTION TO A PART OR SECTION OF THE REQUEST FOR
PROPOSALS**

Any Vendor requiring or requesting an exception to a part or section of the Request for Proposal must complete a statement outlining the specific service the Vendor is requesting an exception to and their ability or process to address the service or need required by the District as outlined in Section 2.H.