REQUEST FOR PROPOSAL
For
Governmental Banking Services

Proposals Due
April 11, 2018
5:00 P.M.

Issued by
Municipal Water District of Orange County
18700 Ward Street
Fountain Valley, California 92708

Issue Date
March 13, 2018
I. Background

The Municipal Water District of Orange County (MWDOC) is a wholesale water supplier and resource planning agency. Our efforts focus on sound planning and appropriate investments in water supply development, water use efficiency, public information, legislative advocacy, water education, and emergency preparedness. MWDOC’s service area covers all of Orange County, with the exception of the cities of Anaheim, Fullerton, and Santa Ana (however, education programs and other services are offered by MWDOC within these areas).

Local water supplies meet nearly half of Orange County’s total water demand. To meet the remaining demand, MWDOC purchases imported water – from Northern California and the Colorado River – through the Metropolitan Water District of Southern California. MWDOC delivers this water to its 28 member agencies (local water agencies and city water departments), which provide retail water services to the public. MWDOC is governed by an elected, seven-member Board of Directors. The annual operating budget is approximately $8.6 million with a work force of 31 full-time employees, 3 part-time employees and 4 interns. Additional information about MWDOC is available at www.mwdoc.com.

II. Introduction

MWDOC is currently seeking proposals from qualified financial institutions interested in providing banking services. The primary objective of requesting proposals is for MWDOC to determine which financial institution can offer the highest quality of service, using new technology at the most reasonable cost. This process also provides MWDOC the opportunity to explore alternative procedural methods that could improve its banking efficiencies.

We encourage you to be creative and educational in your responses. While your format must be consistent with the requirements of the RFP, if you believe that your proposed solution or services would be beneficial to MWDOC, we invite you to offer them. Please provide options that may create efficiencies, make improvements, and take advantage of new, applicable technologies.

MWDOC intends to establish an open ended contract with the conditions of the proposal remaining valid for a minimum contract term of five years. As a matter of policy, MWDOC
may conduct a RFP for banking services at the end of the term. Either party may cancel the contract for any reason with 180 days written notice.

Given the ongoing changes in the banking industry and evolving technologies, MWDOC has determined that a review of the services offered by qualifying institutions is appropriate. MWDOC is seeking a financial institution that provides overall value by creating efficiencies, taking advantage of new technologies, and provides competitive pricing. It is MWDOC’s intent to maintain all banking services with one financial institution to maximize cash flow and minimize administrative costs. As such, banking service proposals must include services for the entire scope of the relationship outlined.

**Bank Accounts**

General Account – The Municipal Water District of Orange County requires a General Account and a ZBA account for payroll. The General Account is used for all cashiering, accounts payable payments, investment and money transfer activities. The ZBA account maintains a zero balance but pulls from the General Account for payroll clearing, with a combined average balance of $1.2 million. In order to assist you in understanding the scope and volume of MWDOC’s banking activities, please reference Attachment A.

### III. QUALIFYING REQUIREMENTS – GOVERNMENTAL BANKING SERVICES

**A. Qualified Depository/Member of FDIC**

Any bank submitting a proposal must be a qualified public “depository,” as defined by California Government Code Section 53630, and must perform its obligation under this proposal in compliance with all applicable federal and state laws and regulations, statutes, and policies. In addition, the bank must be a FDIC Insured Bank and be in good standing. This would include, but is not limited to, the ability to collateralize all collected balances, in excess of balances insured by the FDIC, as required by Sections 53630 et. seq. of the California Government Code.

**B. Federal Reserve Member**

MWDOC prefers a bank that is a member of the Federal Reserve System. Banks that are not members of the system shall identify their correspondent member bank.
**IV. SCOPE OF SERVICES**

MWDOC is seeking to enter into a contract with a bank that has demonstrated its ability to provide the following services:

- Bank Compensation
- Demand Deposit Accounts
- ACH, Wire, and Other Transfers
- State Activity (LAIF)
- Deposit Activity
- Account Reconciliation/Positive Pay
- Direct Deposit of Payroll
- Payroll Tax Processing
- Balance & Detail Reporting

**V. GENERAL PROPOSAL INFORMATION**

MWDOC will endeavor to administer the proposal process in accordance with the terms and dates outlined in this RFP; however, MWDOC reserves the right to modify the activities, time line, and any other aspect of the process at any time, as deemed necessary by MWDOC staff.

1. Respondents are encouraged to carefully review this RFP in its entirety prior to preparation of their proposal response.
2. All proposal responses will become the property of MWDOC.
3. Respondent may modify or amend its proposal response only if MWDOC receives the amendment prior to the deadline stated herein for receiving proposals and statement of qualifications.
4. A proposal may be considered non-responsive if conditional, incomplete or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal response.
5. Proposal Validity – Proposals must be valid for a period of at least 90 days from the closing date and time of this solicitation. Proposals may not be withdrawn after the submission date.
6. Pre-Contractual Expenses – MWDOC shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Respondents in the preparation of their Proposals. Respondents shall not include any such expenses as part of their Proposals. Pre-contractual expenses are defined as expenses incurred by the Respondent in preparing its Proposal in response to this solicitation; submitting that Proposal to MWDOC; negotiating with MWDOC any matter related to the
Proposal; and, any other expenses incurred by the Respondent prior to the date of award and execution of an Agreement.

7. Confidentiality – Confidentiality of Proposals is subject to the following:
   a. MWDOC is subject to the Public Records Act, California Government Code Section 6250 et. seq. As such, all required submittal information is subject to disclosure to the general public.
   b. Respondent may provide supplemental information exempt from public disclosure under Gov. Code § 6254, including “trade secrets” under Evidence Code § 1060. Such supplemental information shall not be material to the required submittal information and MWDOC shall be under no obligation to consider such supplemental information in its evaluation.
   c. If submitting confidential, supplemental information, such information shall be submitted on a different color paper than, and bound separate from, the rest of the submittal, and shall be clearly marked "Confidential." Upon completion of its evaluation, MWDOC will destroy any confidential, supplemental information submitted, or return such information to Respondent if so requested.

8. MWDOC reserves the right to:
   a. Reject any or all Proposals;
   b. Select the Proposal most advantageous to MWDOC;
   c. Verify all information submitted in the Proposal;
   d. Withdraw this solicitation at any time without prior notice and furthermore, makes no representations that any contract will be awarded to any Respondent responding to this solicitation;
   e. Award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as MWDOC may deem to be in its best interests;
   f. Negotiate the final contract with any Respondent(s) as necessary to serve the best interests of MWDOC;
   g. Amend this solicitation;
   h. Amend the final contract to incorporate necessary attachments and exhibits or to reflect negotiations between MWDOC and the successful Respondent
VI. ANTICIPATED PROPOSAL SCHEDULE

MWDOC has identified anticipated key dates as follows:

Issue Solicitation: March 13, 2018

Last Day to Submit Written Questions/Requests for Clarification March 21, 2018

Final Updated Response to Questions Posted to Website March 23, 2018

Proposal Due – On or before 5:00 p.m. on April 11, 2018

Interview of Selected Finalists Week of April 16, 2018

Recommendation to Board May 16, 2018

VII. RESPONDENT QUESTIONS, REQUESTS FOR CLARIFICATION, AND EXCEPTIONS

In the event that the Respondent has any questions, requests for clarification, or wishes to take any exceptions regarding any part of this solicitation or its attachments, the Respondent should notify to MWDOC’s project manager by email with their concerns no later than March 21, 2018, as noted above. All questions and responses will be posted to www.mwdoc.com. So that all Respondents will continue to have a fair and equal opportunity in this solicitation, any exception(s) will only be considered to correct errors or if all proposals submitted take exactly the same exception(s). MWDOC’s consideration of any exception shall not, in any way, be construed as MWDOC’s intent to grant said exception. Exceptions will be evaluated on a case-by-case basis and will be granted only to correct errors in the documentation or when it is deemed to be in the best interest of MWDOC.

VIII. PROJECT ADMINISTRATION

Questions regarding any aspect of this solicitation should be directed to MWDOC’s Project Manager. The Project Manager for this RFP is:

Hilary Chumpitazi
Accounting Manager
HChumpitazi@mwdoc.com
IX. PROPOSAL INSTRUCTIONS

A. Packaging
Proposals shall be enclosed in a sealed package(s). Respondent’s name and address shall appear in the upper left-hand corner of the package. All Proposals shall be identified with Solicitation RFP- GOVERNMENTAL BANKING SERVICES legibly written on the outside of the package(s).

B. Submittal
Respondent will submit four (4) hard copies, and one (1) separate flash drive containing the Proposal in a PDF or WORD format. Respondent may email their proposal in lieu of submitting a flash drive.

Proposals must be delivered to the office address listed below on or before 5:00 p.m., April 11, 2018. Proposals received after the above date and time will not be considered.

Mailing address:
Municipal Water District of Orange County
PO BOX 20895
Fountain Valley, CA 92728

Physical address:
Municipal Water District of Orange County
18700 Ward Street
Fountain Valley, CA 92708

Attn: Hilary Chumpitazi, Accounting Manager

MWDOC is under no obligation to return proposals and will not be responsible for submittals that are delinquent, lost, mismarked or sent to an address other than that given.

Any unauthorized contact with any other official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the respondent.

C. Response Requirements
All financial institutions are encouraged to be creative and innovative in responding to this RFP; discuss any creative pricing or payment options the bank can provide; describe alternate approaches to the requested services where
feasible or additional services offered or recommended, which may not be specifically requested but of benefit to MWDOC.

A proposing bank **must** follow the instructions for preparing the proposal in the prescribed format. The proposal must be bound and include sections (1 through 19), with the responses following the same order as the RFP. Each question in the RFP should be repeated and followed by the bank’s response.

If a service requirement or section of the proposal cannot be met by a Respondent then “No Response” should be indicated in the relevant section of the proposal. An alternative equivalent service may be offered.

The information requested below will be used to evaluate the proposal. A proposal may be deemed non-responsive if they do not respond to all areas listed below. Proposals shall be clear, concise, accurate, and comprehensive. **Excessive or irrelevant materials will not be favorably received.**

**D. Executive Summary Letter**

The letter should be a brief formal letter that provides information regarding the bank and its ability to perform the requirements of this solicitation. This letter must include the following information: complete legal bank name (as it should appear in a contract), the address of the bank office where the relationship will be domiciled, contact person, telephone number, and email address.

Responses to this RFP shall be valid of a minimum of 90 days. Submissions not valid for at least 90 days will be considered non-responsive. The Respondent shall state the length of time for which the submitted proposal shall remain valid. This letter must be signed by an individual authorized to bind the proposing bank or by two corporate officers authorized to bind the bank as set forth in the California Corporations Code. A proposal submission with an unsigned Executive Summary Letter may result in the proposal being considered non-responsive.

**Section 1 - Table of Contents:** Table of Contents should follow the RFP format

**Section 2 - Bank Profile:** Please respond to all of the following.

*Bank Overview* - General overview of bank, customer service philosophy, and identification of the primary office or branch that the District will be assigned to and where the District will conduct its banking business.
1. Experience/Capabilities/Qualifications – Describe the bank’s direct experience in servicing public sector clients and what sets the bank’s government banking unit apart from others.

2. Please include: the number of public agency clients, the dollar amount of public funds on deposit, and the bank’s knowledge of and adherence to the California Government Code and other applicable laws.

3. Credit Quality – Provide ratings for the bank and/or bank holding company from Standard & Poor’s and Moody’s. If the respondent is not rated by these rating organizations, provide other evidence of the institution’s credit quality.

4. Provide the Tier 1 Ratio, Tangible Common Equity Ratio, and Non-performing Assets/ (Total loans + OREO [Other Real Estate Obligations]) based on the most recent quarterly financial statement and on the most recent two (2) audited annual financial statements.

5. Please provide the risk-based capital classification (Well Capitalized, Adequately Capitalized, Under Capitalized, and Significantly Undercapitalized).

6. Please disclose all significant mergers or acquisitions in the last three (3) years.

7. Provide the bank’s Community Reinvestment Act (CRA) rating.

8. Please disclose any regulatory actions pending by either a state or federal banking agency.

9. Relationship Management/Key Personnel – Identify the size and scope of your public banking unit, bank officers who would be responsible for the MWDOC’s accounts, what each person’s role and responsibilities will be, and the relevant credentials and experience of each person on the relationship management team.

Section 3 - References: Please provide three (3) references that are of similar size and scope of service utilization as MWDOC, preferably other public agencies. Include the following information for each reference that you provided general banking services:

- Contact Name and Title
- Name of Customer
- Address
- Telephone Number
- Email Address
- Number of Years as Customer

List and explain any situation(s) during the last 3 years in which the bank has been discharged for cause while providing general banking services.
How many governmental clients in the State of California have terminated general banking services from your banking institution in the last 3 years?

Section 4 - Bank Compensation: MWDOC compensates for bank services primarily with compensating balances and is charged for any account analysis deficiencies. Please respond to all of the following.

1. What is the bank’s Earnings Credit Rate (ECR) based on, and how is it calculated?
2. List the bank’s actual ECR for the past twelve months.
3. Please explain when the FDIC assessment is computed and charged and if the bank will waive the FDIC assessment fees.
4. What account analysis settlement period will be offered? Monthly, quarterly, or semi-annually? In what method is payment expected, should there be an account analysis deficiency?
5. Please detail exactly which types of items and services can be applied against the account analysis.
6. Are detailed monthly analysis statements available for each individual account? Can the bank provide a consolidated statement showing charges for all account services?
7. Are account analysis reports available on-line? If so, how soon is it available?
8. What procedure is used to make any adjustments to Account Analysis statements and how long does it take for adjustments to take effect

Section 5 – Demand Deposit Account Services: Please respond to all of the following.

1. Does the bank offer Electronic Bank Statements whereby MWDOC can receive its bank statement in an electronic file in a desired custom format?
2. How many days after month-end would MWDOC receive its bank statements?

Section 6 – ACH, Wire and Other Transfers: MWDOC currently initiates electronic payments and wires using an on-line function that is part of its electronic banking service. MWDOC also transfers funds to/from its general account to/from its custodial accounts. In addition, MWDOC’s safekeeping custodian currently initiates/receives transfers of
investment earnings to/from the District’s general account. Please respond to all of the following.

Please describe the bank’s on-line ACH transfer service capabilities and what specifically is recommended for MWDOC’s use and consideration.

1. Are same-day payments possible? Please include deadlines for same and next day payments.
2. What is the process for initiating Fed wire transfers? Please include deadlines.
3. How are authorization levels established for fund transfers?

Section 7 – State Activity: MWDOC transacts State of California Local Agency Investment Fund (LAIF) transfers on a regular basis. Please respond to all of the following:

1. Is the bank an approved State of California depository? If not, please describe the process for completing these types of transactions.
2. Please describe the LAIF transfer process. Are the transfers done by telephone, terminal (ACH), fax, wire transfer, etc.?

Section 8 - Deposit Activity: MWDOC currently utilizes remote deposit equipment provided by its current bank for daily deposits into its general account. On occasion, MWDOC will make physical deposits into its custodial account at the local branch. In addition, MWDOC receives wire deposits. Please respond to all of the following.

1. Please identify your branch locations closest to MWDOC’s administration building located at 18700 Ward Street, Fountain Valley, CA 92708
2. Do you have remote deposit capability?
3. How do you determine and calculate availability of deposited items? Do you calculate availability by item or formula?
4. Please describe the bank’s returned item handling and notification procedures. Is an Automatic re-clearing option available? If so, how many times?

Section 9 - Account Reconciliation: It is MWDOC’s desire to utilize full account reconciliation on-line reporting, including Positive Pay, for checks issued. Please respond to all of the following.
1. Does the bank offer full account reconciliation and positive pay with data transmission capabilities? If so, please describe the services.

2. Describe the bank’s stop payment service and features. Can stop payments be entered on-line? How long is a stop payment effective?

3. Will the bank guarantee payment of all items even if it results in the account being overdrawn temporarily for the day?

4. Does the bank offer an imaging service for cleared disbursement checks? If so, please describe the service and the length of time the cleared checks are available for viewing.

5. If imaging service is not available, are other services available for processing the images of disbursement checks. Please describe the process associated with the service.

Section 10 - Direct Deposit of Payroll: Direct deposit of payroll is currently in place, with all of the District’s employees participating. The payroll files are transmitted electronically for paydays that occur bi-weekly. Please respond to all of the following.

1. What are the different ACH file transmission options available?

2. MWDOC currently uploads the payroll transmission file from its Serenic Navision (Microsoft Dynamics) financial management system. Does the bank have the capability to automatically interface with Navision?

3. Please describe the bank's direct deposit service in detail.

4. What are the transmission deadlines for direct deposit ACH files? When (day and time) does the bank need the file from MWDOC, and when specifically are funds debited from MWDOC’s account?

5. When are the funds credited to the employees accounts?

6. Please detail the bank’s back-up plans for data transmissions. MWDOC requires immediate notification of any changes or problems and the ability to re-send a file or to delete a file.

7. Will we have the ability to verify the receipt of our transmission?
Section 11 - Payroll Tax Processing: Please describe the bank’s payroll tax withholding services. MWDOC requires the ability to report and pay state and federal tax withholdings electronically.

Section 12 - Balance & Detail Reporting: MWDOC desires the ability to access daily balance, float and detail reporting information (prior day’s details on debits and credits) electronically through its on-line banking service. Please respond to all of the following:

1. Please describe the bank’s on-line information reporting system.

2. Can reports be custom-tailored for the end-user?

3. Can MWDOC obtain current day (intraday) information?

4. What are the computer hardware and software specifications for the bank’s on-line system?

5. What is the bank’s contingency plan for providing this information in the event of unexpected bank system problems or natural disasters?

Section 13 - Misc. Questions: Please respond to all of the following.

1. Does the bank provide a toll-free number for Customer Service? Will the bank assign one or more Customer Representatives whom MWDOC can contact personally to discuss any issues relating to MWDOC’s accounts and/or services?

2. The bank will be required to provide certain transaction confirmations and respond to requests for data as needed from MWDOC’s auditors. Will the bank be able to comply with such requests?

3. Please list your hours of operation and all holidays on which the bank is not open for business.

4. Describe in detail how the bank handles problem resolution, customer service, day-to-day contact, and ongoing maintenance for governmental clients. Please be specific about exactly whom MWDOC will be calling and working with for the above described situations and for implementation of new services. Also describe the bank’s organizational structure as it relates to governmental clients and any other information that will be helpful in understanding the bank’s internal relationships.
5. Please describe your security controls for employee access to online and phone services?

Section 14 - Implementation Plan and Costs: MWDOC requires a smooth and low-cost transition to a new bank or enhanced service with its existing bank. Please respond to all of the following.

1. Please describe in detail, the bank’s plan to implement the proposed services and to ensure a smooth, error-free conversion.

2. Please detail all costs and the responsible party (bank or MWDOC) associated with the conversion to all of the new services.

3. What size conversion allowance will the bank provide to MWDOC? Please state a specific dollar amount or identify those supplies, products, and/or services included.

4. Will the bank provide on-site training for MWDOC personnel for all of the services selected? Typically, how are the training sessions structured?

Section 15 - Service Enhancements: Based on the information provided in the RFP and your bank’s knowledge of the public sector, please describe any services or technological enhancements, not previously mentioned, that should be considered for further improving MWDOC’s bank accounts and related depository and cash management services.

Section 16 – Cost Proposals/Banking Services Fee Schedule: Included as “Attachment A” is the Banking Services Fee Schedule, which includes an estimate of MWDOC’s monthly transactions for pricing purposes. Fees related to all services described in the proposal must be listed on this form – even if the service is not shown on the form. Also, include any one-time set-up charges, equipment costs, research fees, and all other fees that will be charged. Include any incentives or price breaks based on volume, timeliness of payment, or rebates. Please state the period of validity for the Banking Services Fee schedule.

Section 17 – Please include: Sample Account Analysis Statement and User’s Guide

Section 18 – Please Include: Sample Account Reconciliation Reports, Account Statements, Sample Prior Day and Intra Day Statement Reports, and Positive Pay Reports
Section 19 – Please include: Sample Banking Services Contract, Sample Funds Transfer Agreement, Sample Consolidated/Parent Billing Statement for Corporate Credit Card and any other relevant sample.

X. SELECTION PROCESS

MWDOC staff will review the proposals based on the evaluation factors listed below to select the most qualified firms to recommend to a short-list to interview. This RFP seeks financial institutions that can provide governmental banking and cash management services. It is in MWDOC’s best interests to do business with banking professionals who have shown they are dedicated and experienced in the local government market. No single factor will determine the final award decision.

- The experience, resources, and qualifications of the financial institution and individuals assigned to this account. (Includes the scope of services offered and the degree of automation).
- Relevant experience managing similar relationships and public institutions and agency clients.
- Financial strength of proposing institution.
- Quality and scope of conversion plan.
- Compliance with the requirements of this RFP and quality of proposals. (Includes understanding the needs and operational requirements of MWDOC).
- Proposed fees and compensation. (Although fees and compensation will be an important factor in the evaluation of proposals, MWDOC is not required to choose the lowest bidder).

Based on review of the proposals, a short list of Respondents may be selected to participate in an interview. The interview will afford the Respondent an opportunity to present the key personnel assigned to the engagement and discuss their qualifications. The selection panel may ask questions about the Respondent’s written Proposal and other issues regarding their proposed Scope of Services. Interview presentations will be evaluated. A successful Respondent will be selected for recommendation of contract award. The selection committee will recommend the firm that provides the best overall value to MWDOC. Contract award is subject to the approval of MWDOC’s Board of Directors.

By submitting responses to this solicitation, respondents understand and agree that MWDOC may award a contract to the firm whose approach exceeds or varies from the requirements listed. MWDOC will be the sole judge of which proposal best satisfies the needs of MWDOC.
Negotiations regarding agreement terms, conditions, scope of services, and pricing may or may not be conducted with the selected Respondent. Therefore, Proposals submitted should contain the Respondent’s most favorable terms and conditions, since the selection and award may be made without discussion with any Respondent. If MWDOC engages the Respondent in negotiations and satisfactory agreement provisions cannot be reached, then negotiations may be terminated. MWDOC may elect to contact another Respondent submitting a Proposal. This sequence may continue until an agreement is reached.
Attachment A - Banking Services Fee Schedule

Fees related to all services described in the proposal must be listed on this form – even if the service is not shown on the form. Also, include any on-time set-up charges, equipment costs, research fees, and all other fees that will be charged. Include any incentives or price breaks.

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<th>Municipal Water District of Orange County Bid Form</th>
<th>Fee Per Unit</th>
<th>MWDOC Estimated Monthly Unit Volume</th>
<th>Total Monthly Cost</th>
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Please state the length of validity of the fee schedule.