

The Commonwealth of Massachusetts
Office of the State Treasurer and Receiver-
General

Debt Management Department

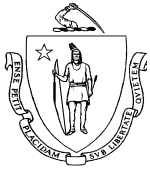


**Solicitation
for
Liquidity Support Facilities**

November 2, 2011

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REQUEST FOR RESPONSE
Office of the State Treasurer and Receiver-General

Address: One Ashburton Place, 12th Floor, Boston, Massachusetts 02108
Telephone #: (617) 367-3900; Fax #: (617) 367-3645
Internet Address: <http://www.state.ma.us/treasury>
RFR File Name/Title: Treasury Debt Management – Liquidity Support Facilities RFR
RFR File Number: 2011-TRE-DBT-RFR 2 for Liquidity Support Facilities
RFR Contact Person: Anjali Wali

I. SUMMARY AND PURPOSE

The Treasurer and Receiver-General of the Commonwealth of Massachusetts (hereinafter “Treasury”), requests responses **from qualified financial institutions for liquidity support facilities**. The primary purpose of the solicitation is to provide alternative liquidity support for the Commonwealth’s General Obligation Bonds, 2000 Series A (Variable Rate Demand Bonds) (the “Series 2000A Bonds”) and its General Obligation Bonds (Variable Rate Demand Bonds), 2000 Series B (the “Series 2000B Bonds” and together with the Series 2000A Bonds, the “Bonds”). The Bonds are currently supported by standby bond purchase agreements which are scheduled to expire on December 29, 2011 and January 29, 2012 respectively.

Bidders will be expected to provide general liquidity services to the Treasury’s Debt Management Department (hereinafter “Debt Mgmt.”). This may include Debt Mgmt.’s liquidity needs to support other expiring agreements and to support potential new bond issues. Accepted offers of liquidity may support one or more of these identified needs. (*See* Section VI.A – “SCOPE OF SERVICES” for additional information).

As an alternative to providing a standby bond purchase agreement or a letter of credit, the Commonwealth will consider amending the Bonds to add a bank purchase mode. While the Bonds are in the bank purchase mode, the Bonds will bear interest at an index floating rate and will be purchased directly by your institution. If Bidders are interested in providing liquidity via a direct purchase agreement, the Bidder’s proposal should specify the index, the spread and the initial term, the breakage fee for an optional redemption and the default rate (if any), any terms that would result in a change to the proposed spread, and any other material key terms of the bank purchase mode.

Bidders submitting responses are subject to the provisions in SECTION IV (“SPECIFICATIONS, REQUIREMENTS & COMPONENTS”) and must meet the PHASE I requirements/criteria detailed in Section V, Subsection A (“LEGAL AND OTHER REQUIREMENTS”) and submit mandatory documents as described in Section V, Subsection B (“MANDATORY ATTACHMENTS AND ENCLOSURES”).

II. GENERAL INFORMATION

To the maximum extent possible the Office of the State Treasurer and Receiver-General (the “Treasury”) is following the rules and regulations set forth in 801 Code of Massachusetts Regulations (“CMR”) 21.00: Procurement of Commodities and Services in this Request for Response (“RFR”). All terms, conditions, requirements, and procedures included in this RFR must be met for a response to be qualified as responsive. A response that fails to meet any material term, condition, requirement or procedure of this RFR may be deemed unresponsive and disqualified. The Treasury reserves the right to waive or permit cure of non-material errors or

omissions. **The Treasury reserves the right to modify, amend or cancel the terms of the RFR at any time prior to award.** Unless otherwise specified, all communications, responses, and documentation regarding this RFR must be in English and cost proposals or figures in U.S. Currency. All responses must be submitted in accordance with the specific terms of this RFR.

Copies of this RFR may be obtained electronically on the Treasury website at <http://www.mass.gov/treasury> as well as on Comm-PASS at <http://www.comm-pass.com>.

THE COMMONWEALTH/TREASURY/DEBT MANAGEMENT RESERVES THE RIGHT TO MODIFY, AMEND OR CANCEL THE TERMS OF THIS RFR AT ANY TIME.

III. RFR CALENDAR, INSTRUCTIONS & EVALUATION PROCESS

A. RFR CALENDAR / TIMELINE

This section provides the anticipated timeline for the Office of the State Treasurer and Receiver-General's RFR and selection process with respect to the services sought herein. All dates are subject to modification by the Treasury at any time, with notice.

- Issuance of RFR Wednesday, November 2, 2011
- Deadline for Submission of Written Questions Friday, November 4, 2011 (at 5:00 PM)
- Post Answers to Written Questions Wednesday, November 9, 2011
(posted on Comm-PASS at <http://www.comm-pass.com/>)
- Deadline for Submission Wednesday, November 16, 2011 (NO LATER THAN 4:30PM)
- Approximate Contract Award Date Friday, November 25, 2011

NOTE: Questions concerning the RFR must be submitted to the RFR Contact Person in writing:

Anjali Wali, Procurement Manager
Office of the State Treasurer and Receiver-General
ATTN: TRE DBT MGMT – Liquidity Support Facilities RFR
One Ashburton Place, 12th Floor
Boston, Massachusetts 02108
E-mail Address: awali@tre.state.ma.us
Fax: (617) 367-3645

B. RFR INSTRUCTIONS

1. **Response Submission.** The original (meaning a response/attachments **with handwritten signatures, using blue ink**), plus five (5) hard paper copies, and one (1) compact disk of the Bidder's response and attachments must be delivered to the Treasury in the same sealed package no later than **4:30 p.m. on Wednesday, November 16, 2011.** **The Fee Proposal may be submitted in the same package as the rest of the Response, but must be submitted under separate cover in a separate sealed envelope labeled "Fee Proposal."** **Failure to meet this requirement will result in disqualification of the bid.** Responses and attachments received after this deadline date and time will not be evaluated. A facsimile response will not qualify as a "submission" for deadline purposes in advance of or in lieu of a hard copy submission.

Responses and attachments should be delivered to:

Anjali Wali
Procurement Manager
Office of the State Treasurer and Receiver General
ATTN: TRE DBT MGMT – Liquidity Support Facilities RFR
One Ashburton Place, 12th Floor
Boston, Massachusetts 02108

In addition to the hard copy submissions requested above, the Treasury requests that each firm submit a .pdf version of its response and all attachments, **except for the cost proposal**, to Anjali Wali, Procurement Manager, via e-mail at awali@tre.state.ma.us.

2. **Response Format.** Failure to follow these formatting requirements may result in the disqualification of the Bidder's response. Please organize your response in the following order:
 - a. Cover Letter
 - b. Table of Contents
 - c. Mandatory Attachments (*see* Section V.B.)
 - d. Phase Two Questionnaire - Technical Proposal

NO cost information shall be included anywhere in the response except in a separate sealed envelope (*see* SECTIONS III.B.1, III.B.3)

3. **Cost Proposal.** The Cost Proposal must be submitted under separate cover from the rest of the response in a separate sealed envelope labeled “Cost Proposal” and on the form of Attachment A hereto. Failure to meet this requirement will result in disqualification of the bid.

In submitting your Cost Proposal – please clearly address the following:

In the case of standby bond purchase agreements or letters of credit:

- a. **Pricing:** Using the Form Pricing Sheet attached hereto (Attachment A) submitted separately in a sealed envelope, please indicate all annual and up-front fees, if any, your financial institution would charge the Commonwealth for a standby bond purchase agreement or a letter of credit agreement that would secure the payment of the purchase price of the Series 2000A Bonds or the Series 2000B Bonds as further described in Exhibit A and Exhibit B respectively or other variable rate demand bonds (“VRDBs”) of the Commonwealth for a period of 364 days, two (2) years, three (3) years, and maximum term respectively. Indicate the basis for calculating fees (e.g. actual/actual, actual/360, 30/360). In addition, please provide any pricing differential your financial institution may have based upon the various interest rate modes available to the VRDBs (i.e. daily, weekly, monthly, semi-annual, and term), if applicable. Note: fees are expected to be billed and paid quarterly in arrears.
- b. **Draw Fee:** Indicate your financial institution's administrative fee, if any, for actual utilization of a standby bond purchase agreement.
- c. **Term:** As identified in the Pricing Sheet section of the response, please consider the following term options: 364-day, two (2) years, three (3) years and maximum term, as available. The Commonwealth prefers obtaining an “evergreen” provision – indicate renewal procedures and terms.

- d. Interest Rate: The Commonwealth prefers that the bank interest rate charge be tied to the Federal Funds rate or 30-day LIBOR. Please provide the interest rates the Commonwealth would be charged in the event of a default. Indicate the method that will be used to calculate interest charges.
- e. Expenses: The Commonwealth desires to set a limit on legal and out-of-pocket expenses incurred by the bank. Indicate: (a) a cap of legal fees and expenses of counsel to the bank; and (b) a cap on any other fees and expenses to be incurred.

In the case of direct purchase agreements:

- f. Direct Purchase of Bonds in the Bank purchase mode: If your institution is interested in purchasing Bonds in the bank purchase mode, specify the index, the spread and the initial term (1 year, 2 year, 3 year, and maximum term), the breakage fee for an optional redemption and the default rate (if any), any terms that would result in a change to the proposed spread and any other material key terms of the bank purchase mode.

4. Response Provisions. When responding to this RFR, Bidders should take note of the following provisions:

- a. The Treasury reserves the right to request additional information from Bidders responding to this request.
- b. The Treasury reserves the right to reject any and all responses to this request, to waive any minor informality in a response, to request clarification of information from any Bidder responding, and to effect any agreement deemed by the Treasury to be in the Commonwealth's best interest with one or more of the Bidders responding. The Treasury reserves the right to amend or cancel this RFR at any time.
- c. All responses and their contents will become the sole property of the Commonwealth/Treasury upon receipt by it and will not be returned to the Bidder.
- d. The Treasury will not reimburse any Bidder for any costs associated with the preparation or submittal of any response to this request or for any travel and/or per diem incurred in any presentation of such responses.
- e. The narrative response should address all items included in each section of the Technical Proposal.

5. Disqualification of Responses. Reasons for disqualification of responses include, but are not limited to:

- a. Late Proposals: Proposals that are received after the deadline date and time shall be automatically disqualified.
- b. Nonresponsive Proposals: A response that fails to meet any material term, condition, requirement or procedure of this RFR may be deemed unresponsive and disqualified. The Treasury reserves the right to waive or permit cure of non-material errors or omissions. Non-responsive proposals shall include, but not be limited to those, which fail to address or meet any mandatory item, and those submitted in insufficient number, or in incorrect format.
- c. Collusion: Collusion by two or more Bidders agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited and shall be grounds for rejection or disqualification of a proposal or termination of this contract. Bidders will be required to complete a "Certificate of Non-Collusion" as one of the mandatory attachments.

- d. Debarred Bidders or Participants: A Bidder who is currently subject to any Commonwealth or federal debarment order or determination, shall not be considered for evaluation by the Procurement Management Team (“PMT”). If a Bidder’s proposal is dependent upon participation by other financial institutions (“participants”) and the disqualification of participants would materially alter the proposal, then that proposal shall be deemed unresponsive if any participant is found to be debarred. Proposals that indicate that participants will be used but do not rely on any participants shall not be deemed unresponsive if the disqualification of a proposed participant will not materially alter the proposal.

C. RFR EVALUATION PROCESS

1. Evaluation Process. The RFR Evaluation Process will be conducted in three phases.

- a. Phase One Review: The purpose of the Phase One Review is to eliminate any bids that are nonresponsive to the requirements of the RFR. Bids that are deemed to be qualified based on the Phase One Review will be submitted to the PMT for additional review (Phase Two Review). Bidders responses will be reviewed based on listed criteria and completeness of response, including mandatory attachments and compliance to submission criteria. Bids that do not comply with these components will be rejected and will not proceed to Phase Two Review. The Treasury reserves the right to waive or permit cure of non-material errors or omissions. Staff at the Treasury will conduct this portion of the review. Please complete Attachment B (“Mandatory Attachment Checklist”) to ensure completion of required documents and attach it to the cover letter.
- b. Phase Two Review: In making the selection, consideration will be given to factors including: an institution’s financial stability, an institution’s credit ratings and outlook, diversification of the Commonwealth’s portfolio of liquidity providers, diversification of products, put risk, relative trading value, the proposed term, proposed provisions and events of default, and the timeline for credit approval (if not already secured).
- c. Phase Three Review: Cost Proposals will be opened and evaluated as a part of Phase Three Review. Prior to the final recommendation, the PMT may request a “Best and Final Offer” from some or all of the Bidders. The PMT will consider any Best and Final Offers made in a re-evaluation of Phase Three. The PMT will make a recommendation to the State Treasurer and Receiver-General (“State Treasurer”) who will then accept or reject the recommendation. The State Treasurer will make the final selection decision.

IV. SPECIFICATIONS, REQUIREMENTS & COMPONENTS

By submitting a Response to the RFR, the Bidder agrees to comply with all of the RFR required specifications, components and requirements listed below in Sections IV A & B:

A. RFR REQUIRED SPECIFICATIONS

- 1. Best Value Selection and Negotiation. The PMT and/or the State Treasurer may select the response(s) that demonstrates the “Best Value” overall, including proposed alternatives that will achieve the procurement goals of the Treasury. The PMT and/or the State Treasurer and the selected Bidder may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected Bidder's response, which results in lower costs or in a more cost-effective or better value than was presented in the selected Bidder’s original response.

2. **Bidder Communication.** Bidders are prohibited from communicating directly with any employees of the Treasury or any member of the PMT regarding this RFR, except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the Bidder is having trouble obtaining any required attachments electronically through Comm-PASS. Failure to observe this rule will result in disqualification.
3. **Brand Name or Equal.** Unless otherwise specified in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any service. The Treasury will consider clearly identified offers of substantially equivalent services submitted in response to such reference.
4. **Comm-PASS.** Comm-PASS is the official system of record for all procurement information which is publicly accessible at no charge at www.comm-pass.com. Information contained in this document and in each tab of the Solicitation, including file attachments, and information contained in the related Bidders' Forum(s), are all components of the Solicitation.

Bidders are solely responsible for obtaining all information distributed for this Solicitation via Comm-PASS, by using the free Browse and Search tools offered on each record-related tab on the main navigation bar (Solicitations and Forums). Forums support Bidder submission of written questions associated with a Solicitation and publication of official answers. All records on Comm-PASS are comprised of multiple tabs, or pages. For example, Solicitation records contain Summary, Rules, Issuer(s), Intent or Forms & Terms and Specifications, and Other Information tabs. Each tab contains data and/or file attachments provided by the Procurement Management Team. All are incorporated into the Solicitation.

It is each Bidder's responsibility to check Comm-PASS for:

- Any addenda or modifications to this Solicitation, by monitoring the "Last Change" field on the Solicitation's Summary tab, and
- Any Bidders' Forum records related to this Solicitation (see Locating a Online Bidders' Forum for information on locating these records).

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Response based on an out-of-date Solicitation or on information received from a source other than Comm-PASS.

Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, its specifications, or terms and conditions, which change the intent of this RFR are prohibited and may disqualify a response.

5. **Comm-PASS SmartBid Subscription.** Bidders may elect to obtain an optional SmartBid subscription which provides value-added features, including automated email notification associated with postings and modifications to Comm-PASS records. When properly configured and managed, SmartBid provides a subscriber with:
 - A secure desktop within Comm-PASS for efficient record management;
 - A customizable profile reflecting the subscriber's product/service areas of interest;
 - A customizable listing in the publicly accessible Business Directory, an online "yellow-pages" advertisement;
 - Full-cycle, automated email alert whenever any record of interest is posted or updated;
 - Access to Online Response Submission, when allowed by the Issuer, to support: paperless bid drafting and submission to an encrypted lock-box prior to close date; electronic signature of OSD forms and terms; agreement to defer wet-ink signature until Contract award, if any; withdrawal of submitted bids prior to close date; and online storage of submitted bids.

Every public purchasing entity within the borders of Massachusetts may post records on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for all public entities in Massachusetts. SmartBid fees are only based on and expended for costs to operate, maintain and develop the Comm-PASS system.

6. **Conflict of Interest.** Prior to award of any contract, the Bidder shall certify in writing to the Treasury that no relationship exists between the Bidder and the Treasury or Commonwealth that interferes with fair competition or is a conflict of interest, and no relationship exists between the Bidder and another person or organization that constitutes a conflict of interest with respect to a state contract. The Treasury may waive this provision, in writing, if these activities of the Bidder will not be adverse to the interests of the Commonwealth. No official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this project shall, prior to the completion of the project, voluntarily acquire any personal interest, either directly or indirectly, in this contract or proposed contract.

The Bidder shall provide assurance that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The Bidder shall also provide assurances that no person having any such known interests shall be employed during the performance of this contract.

7. **Costs.** Costs that are not specifically identified and defined in the Bidder's response, and accepted by the Treasury as part of the final executed form of liquidity, will not be compensated under any contract or instrument awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.
8. **Electronic Communication/Update of Bidder's Contact Information.** It is the responsibility of the prospective Bidder to keep current the E-mail address of the Bidder's contact person and to monitor that E-mail inbox for communications from the PMT, including requests for clarification. The PMT and the Commonwealth assume no responsibility if a prospective Bidder's designated E-mail address is not current, or if technical problems, including those with the prospective Bidder's computer, network or Internet service provider (ISP) cause E-mail communications sent to/from the prospective Bidder and the PMT to be lost or rejected by any means including E-mail or spam filtering.
9. **Environmental Response Submission Compliance.** In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:
 - All copies should be printed double sided.
 - All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e., paper made from raw materials other than trees, such as kenaf).
 - Unless absolutely necessary, all responses and copies should minimize or eliminate use of nonrecyclable or nonreusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three ringed binders, glued materials, paper clips, and staples are acceptable.
 - Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.
 - Bidders are encouraged to use other products that contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their responses are made with recycled materials.
 - Unnecessary samples, attachments, or documents not specifically asked for should not be submitted.
10. **HIPAA: Business Associate Contractual Obligations.** Bidders are notified that any department meeting the definition of a Covered Entity under the Health Insurance Portability and

Accountability Act of 1996 (HIPAA) will include in the RFR and resulting contract sufficient language establishing the successful bidder's contractual obligations, if any, that the department will require in order for the department to comply with HIPAA and the privacy and security regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) (the Privacy and Security Rules). For example, if the department determines that the successful bidder is a business associate performing functions or activities involving protected health information, as such terms are used in the Privacy and Security Rules, then the department will include in the RFR and resulting contract a sufficient description of business associate's contractual obligations regarding the privacy and security of the protected health information, as listed in 45 CFR 164.314 and 164.504 (e), including, but not limited to, the bidder's obligation to: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information (in whatever form it is maintained or used, including verbal communications); provide individuals access to their records; and strictly limit use and disclosure of the protected health information for only those purposes approved by the department. Further, the department reserves the right to add any requirement during the course of the contract that it determines it must include in the contract in order for the department to comply with the Privacy and Security Rules. Please see other sections of the RFR for any further HIPAA details, if applicable.

11. **Minimum Bid Duration.** Bidders may withdraw their submission any time prior to November 16, 2011 at 4:30PM. Responses/bids made in response to this RFR as of the Deadline for Submission must remain in effect until the Contract Award Date, provided that the response/bid from the awardee shall remain in effect until the effective date of the applicable liquidity facility.
12. **Public Records.** All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, Massachusetts General Laws ("M.G.L."), Chapter 66, Section 10, and Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes will be disregarded. Bidders are advised that all proposals are deemed sealed, and therefore their contents will be treated as confidential and will not be disclosed to competing Bidders until the evaluation process has been completed, the contract has been awarded and negotiations are finalized.
13. **Reasonable Accommodation.** Bidders with disabilities that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case-by-case basis. A Bidder requesting accommodation may be required to confirm his or her request in writing to the contact person. The request must state that it is based on a disability and specifically identify the accommodation desired. Although entities of the Commonwealth will make all reasonable efforts to accommodate the requests of Bidders with disabilities, they reserve the right to reject unreasonable requests.
14. **Restriction on the Use of the Commonwealth Seal.** Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or in any subsequent marketing materials if they are awarded a contract. Use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.
15. **Prohibition Against Selling or Distributing Information.** Any Bidder awarded a contract under this RFR is prohibited from selling or distributing any information collected or derived from the contract and/or procurement process, including lists of participating or eligible Commonwealth of Massachusetts employee names, telephone numbers, email addresses or addresses.

B. COMPONENTS OF PROCUREMENT

1. **Duration and Renewal Options.** The State Treasurer and Receiver-General intends to enter into a standby bond purchase agreement or letter of credit agreement with a one year, a two year, a three

year, or a maximum term with the selected Bidder(s) for services solicited in this RFR. Alternatively, the Bidders will directly purchase the Bonds for the period set forth in their response to the RFR.

2. **Acquisition Method.**

- | | |
|--|--|
| <input type="checkbox"/> Outright Purchase | <input type="checkbox"/> Tax-exempt Lease Purchase |
| <input type="checkbox"/> License | <input type="checkbox"/> Term Lease |
| <input checked="" type="checkbox"/> Fee for Service* | <input type="checkbox"/> Lease Purchase |
| | <input type="checkbox"/> Rental (not to exceed 6 months) |
| | <input type="checkbox"/> Other (specify) |

*in the alternative, Bonds may be directly purchased by the Bidder.

3. **Contract Guidelines.** (Those that apply are checked.)

- Only the Treasury may contract under RFR
- Option to allow other Departments/political subdivisions to contract under RFR
- Statewide Contract
- Multi-Treasury User Contract
- Pre-Qualification List

4. **Anticipated Expenditures, Funding or Compensation for Expected Duration.** Subject to selected Bidder's quotes and rates, subject to negotiation.

5. **Contract Performance and Additional Business Specifications.**

- a. **Evaluation and Selection of Contractor.** The Treasury shall have sole authority to evaluate and make the final selection of Bidder(s) for contract negotiation(s) pursuant to this RFR. The selection will be made after evaluation of both technical and cost proposals by the PMT and final approval by the State Treasurer and Receiver-General.
- b. **Change in Terms.** The Treasury reserves the right to modify the specifications identified in the RFR at any time prior to November 16, 2011. The Treasury reserves the right to negotiate with the selected Bidder(s) as to any element of cost or performance, including without limitation, elements identified in the RFR and/or the selected Bidder's response in order to achieve the best value for the Commonwealth. The Treasury reserves the right to request from any Bidder a "best and final offer" as to the Bidder's proposal or cost proposal.
- c. **Termination or Suspension.** Bidder's services may be terminated or suspended as set forth in the form of Standby Bond Purchase Agreement or as otherwise negotiated between the Treasury and the Bidder.
- d. **Permits and Compliance.** The Bidder shall procure and pay for all permits, licenses and approvals necessary to perform the services solicited in this RFR. The Bidder shall comply with all applicable laws, ordinances, rules, orders and regulations related to the performance of the services solicited. The Treasury may, at its option, request documentation evidencing the Bidder's compliance.
- e. **Rejection of Proposals.** The Treasury reserves the right to reject any and all proposals submitted under this solicitation.
- f. **Fees Subject to Treasury Signatory Authorization.** All fees must be approved by the State Treasurer or his designee and are subject to verification of performance.
- g. **Confidentiality Policy Regarding Bidder's Support Staff and/or Vendors.** The Treasury may require Bidders' support staff or outside vendors to sign a confidentiality agreement for the confidential information they will have or have access to.

- h. **Subcontracting Policies.** Prior approval of the department is required for the inclusion of any participants not otherwise identified on Appendix A.
- i. **Submission of Proposal Materials.** All materials, representations and submissions made within the proposal are subject to becoming part of the contract binding the selected bidder to uphold the materials, representations and submissions made by the selected bidder within the proposal.

V. PHASE ONE REQUIREMENTS

Compliance with all criteria listed below is mandatory in order for a bid to be accepted for further review. Lack of compliance with the Phase I criteria will automatically disqualify the Bidder. Phase One of Bidder's response should demonstrate compliance with each of the conditions qualifying an institution to propose as outlined below.

A. LEGAL AND OTHER REQUIREMENTS

***On the Bidder's letterhead, signed by an individual with the authority to bind the firm, please address/respond to each of the requirements listed in this section. (Where you are asked to provide documentation, please just indicate whether or not the requested document(s) has been attached).**

1. **Contract Terms Agreement.** If the bid is for a standby bond purchase agreement, the Bidder warrants that it will enter into and agree to the provisions of the Treasury's "Standby Bond Purchase Agreement," except as outlined in the Bidder's response to the RFR. (A copy of this Agreement is available on the Treasury's website at www.mass.gov/treasury/debt).
2. **Solvency.** Certification that the Bidder has not been in bankruptcy and/or receivership within the last three (3) calendar years.
3. **Corporate Good Standing.** If incorporated, identification of the Bidder's state of incorporation and a statement that it is in good standing in that state and has complied with all filing requirements of the state of incorporation. If the state of incorporation is not Massachusetts, please also include a statement that the company agrees to comply with all filing requirements of the Massachusetts Secretary of State within 30 days of contract award if selected.
4. **Licenses and Registrations.** A statement that the Bidder meets all applicable state and federal requirements, and has all the licenses and registrations necessary to perform the contract.
5. **Pending Litigation.** Details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Bidder or any of its officers, directors, employees, agents, or subcontractors of which the Bidder has knowledge or a statement that there are none. The Treasury reserves the right to reject a response based on this information. If separate responses are required for different divisions or subsidiaries of the Bidder, the Bidder must submit a separate response for each division or subsidiary.
6. **Compliance with RFR Requirements.** A statement that the Bidder agrees to meet every specification, requirement, or condition set forth in the RFR. (This statement will not be deemed to encompass any requirement or condition for which the RFR indicates that a preference may or will be given by the Treasury. Only a Bidder seeking the preference must meet any such requirement or condition.)

7. **Ratings.** If selected to provide any services solicited through this RFR, the financial institution must agree to notify the Office of the State Treasurer and Receiver General of any changes to its ratings by nationally recognized rating agencies, including Fitch, Moody's, and S&P.
8. **Cease and Desist.** If selected for any services solicited through this RFR, the financial institution must agree to immediately notify the Treasury of any cease and desist order issued.
9. **Confidentiality.** The Bidder must submit a statement acknowledging that all materials and information provided to the Bidder by the Treasury or acquired by the Bidder on behalf of the Treasury shall be regarded as confidential information in accordance with Federal and State law, and ethical standards. The contractor must take all necessary steps to safeguard the confidentiality of such materials or information. Furthermore, each party will sign a mutually agreed upon confidentiality statement.

B. MANDATORY ATTACHMENTS AND ENCLOSURES

Phase One of the Bidder's response shall include the completed mandatory attachments listed below. Any attachments referenced in this RFR as a document required to be filed can be found in Comm-PASS with this RFR. Many of the required documents referenced in this RFR are also available at the OSD website, www.mass.gov/osd, in the [OSD Forms](#) section.

These documents may be downloaded and printed for you to complete and submit. If you do not understand these instructions or you require additional assistance, please contact the OSD/Comm-PASS help desk at 1-888-627-8283. Note: The mandatory attachments indicated below are in addition to the inclusion of the RFR questions and answers and must be attached to the bidder's response.

Please complete Attachment B ("Mandatory Attachment Checklist") to ensure completion of each mandatory item and attach it to the cover letter. The Bidder's response must include all completed mandatory attachments/items listed below:

1. **Cover Letter** (signed). The Response must include an original and five (5) hard paper copies of the cover letter, which will be considered an integral part of the Proposal. The cover letter must be signed by at least one individual who is authorized to bind the firm contractually and must include:
 - a. The firm name
 - b. The firm address
 - c. The firm telephone/fax number/email address
 - d. The client contact
 - e. The title or position which the signer of the cover letter holds in the firm
 - f. A statement to the effect that the Proposal is a firm and irrevocable offer that will be valid until the Contract Award Date, and if the Bidder is awarded hereunder, until the effective date of the applicable liquidity facility.
2. **Questionnaire – Technical Proposal.**
 - SECTION VI.B – Questionnaire – Technical Proposal
3. **Cost Proposal** (signed). The original and five (5) copies of the cost proposal, contained in **Attachment A** (the "Cost Proposal"), must be placed in a separate, sealed envelope, clearly identified on the outside as "Cost Proposal submitted by (COMPANY NAME)." **(Please see Section III.B.3 of this RFR for more specific instructions).**
4. **Consultant Contractor Mandatory Submission Form** (completed/signed). Each Bidder must complete and return this form with its response, even if not applicable, in order to be considered responsive.

5. **Request for Taxpayer Identification Number and Certification (W-9)** (signed). The W-9 Form must be completed and signed.
6. **Contractor Authorized Signature Verification Form** (signed & notarized). If the Bidder is a corporation, partnership or other business entity, complete the form as indicated.
7. **Business Reference Form**. Bidders must (in addition to questionnaire responses) identify three (3) customer references for which the Bidder has performed similar services to those described in this RFR or customers that can confirm the quality of the bidder's performance on previous contract work.
8. **Tax Compliance Certification** (certificate / proof of application). The Bidder must demonstrate that it is in compliance with all Federal and Commonwealth tax laws (regardless of corporate locations) including M.G.L. Chapter 62C, Section 49A. The Bidder must submit an original or photocopy of a Certificate of Tax Compliance in Good Standing, which has been issued by the Commonwealth of Massachusetts Department of Revenue (DOR) within the past year. This Certificate may be obtained by submitting a request to:

Taxpayer Services Division, Certificate Unit
Department of Revenue
PO Box 7066
Boston, Massachusetts 02204
(617) 887-6550

The application must list the tax types for which the business is liable, including such items as meals, room occupancy, sales, use, withholding, corporate income and others as applicable. The issuance of the certificate normally takes several weeks, and as such, Bidders should indicate that their request for a certificate is sought in connection with a Commonwealth solicitation (with a deadline). If the Bidder does not submit the requested tax certificate with the proposal, the Bidder must submit documentation evidencing that the appropriate application has been filed. Evidence includes: facsimile transmittal, mailing receipt, receipt-stamped application, etc. The Certificate must be issued and provided to the Treasury prior to the final execution of the Standard Contract Form.

9. **Treasury Supplier Diversity Program (TSDP) Plan Form** (signed). The Treasury is committed to developing and strengthening Minority and Women Business Enterprises (M/WBEs) and expanding equal opportunity in the primary and any secondary industries affected by this RFR. Consequently, the Treasury requires all responsive Bidders to submit a *Treasury Supplier Diversity Program Plan Form* ("TSDP Plan Form") with its response. Bidders that clearly demonstrate the intent to further the development of M/WBEs or the existence of a relationship which does further these goals will receive favorable consideration from the PMT. Additionally, a Bidder, which is a Massachusetts SDO certified vendor, may be found "Advantageous," based on the Bidder's Massachusetts certification status. (See "Treasury Supplier Diversity Program Instructions" Attachment for further information on the TSDP Plan Form, and how this section will be scored. This Attachment and the TSDP Plan Form can be found on the Comm-Pass Website at www.comm-pass.com under the "Forms & Terms" Tab for this solicitation).

Treasury Supplier Diversity Program Subcontracting Policies. Prior approval of the Treasury is required for any subcontracted service of the contract. The Treasury may define required deliverables including, but not limited to, documentation necessary to verify subcontractor commitments and expenditures with Minority- or Women-Owned Business Enterprises (M/WBEs) for the purpose of monitoring and enforcing any compliance of subcontracting commitments made in a bidder's *Treasury Supplier Diversity Program Plan Form* (TSDP Plan Form). Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors.

10. **Invest in Massachusetts Plan:** The Treasury (“Treasury”) encourages investment in our local economy and is committed to advancing the creation and preservation of jobs in the Commonwealth. Consequently, all responsive Bidders/Proposers must submit with their bids an *Invest in Massachusetts Data Form* (“IMD Form”). See the “Invest in Massachusetts – Instructions” Attachment for further information. Both this Attachment and the IMD Form can be found on the Comm-Pass Website at www.comm-pass.com under the “Forms & Terms” Tab for this solicitation).
11. **Certificate of Non-Collusion.** Bidders are advised that they are required to certify that the bid that they are submitting has not been arrived at because of any collusive activity.
12. **Fidelity Bond or Certificate of Liability Insurance.** Bidders are required to provide a copy or proof of any fidelity bond or liability insurance policy extending to any or all employees who perform who perform work under the contract.
13. **Executive Order 504.** Effective January 1, 2009, [Executive Order 504](#) establishes new requirements designed to adopt and implement the maximum feasible measures reasonably needed to ensure the security, confidentiality and integrity of personal information, as defined in [M.G.L. c. 93H](#) and personal data, as defined in [M.G.L. c. 66A](#), maintained by state agencies (herein collectively “personal information”). This requirement only pertains to contracts that require the Contractor’s access to personal information owned or controlled by the contracting agency and systems that contain such data. The Executive Order applies to all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established.

VI. SCOPE OF SERVICES & PHASE TWO QUESTIONNAIRE/TECHNICAL PROPOSAL

A. SCOPE OF SERVICES

The purpose of this Request for Response is to select one or more financial institutions to provide alternative liquidity support services and facilities to the Office of the State Treasurer and Receiver-General’s Debt Management Department. Specifically, presently to provide alternative liquidity support for the Commonwealth’s General Obligation Bonds, 2000 Series A (Variable Rate Demand Bonds) (the “Series 2000A Bonds”) and its General Obligation Bonds (Variable Rate Demand Bonds), 2000 Series B (the “Series 2000B Bonds” and together with the Series 2000A Bonds, the “Bonds”). The Bonds are currently supported by standby bond purchase agreements which are scheduled to expire on December 29, 2011 and January 29, 2012 respectively.

Bidders will be expected to provide general liquidity services to the Treasury’s Debt Management Department. This includes meeting Debt Management’s liquidity needs to support other expiring agreements and to support potential new bond issues. Accepted offers of liquidity may support one or more of these identified needs.

As an alternative, the Treasury will consider amending the Bonds to add a bank purchase mode. While the Bonds are in the bank purchase mode, the Bonds will bear interest at an index floating rate and will be purchased directly by your institution. If Bidders are interested in this alternative, the Bidder’s proposal should specify the index, the spread and the initial term, the breakage fee for an optional redemption and the default rate (if any), any terms that would result in a change to the proposed spread and any other material key terms of the bank purchase mode.

The Commonwealth currently maintains ratings of ‘AA+’ from Fitch Ratings, ‘Aa1’ from Moody’s Investors Services, and ‘AA+’ from Standard & Poor’s.

Copies of the Commonwealth's Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2010, the Commonwealth of Massachusetts Information Statement dated March 15, 2011 and the Information Statement Supplement dated May 6, 2011 have been filed with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) system. The Commonwealth also updates its disclosure from time to time and the latest version can be found on EMMA

THE BONDS: A description of the Series 2000A Bonds is attached hereto as Exhibit A and a description of the Series 2000B Bonds is attached hereto as Exhibit B. The Official Statement and bond specimen for each series of Bonds are available on the Office of the State Treasurer's website at www.mass.gov/treasury/debt.

B. PHASE TWO QUESTIONNAIRE – *Technical Proposal (Please choose version 1, 2, or 3 based on the liquidity product being offered to The Commonwealth. If the Bidder is offering more than one form of liquidity to the Commonwealth, then the information requested in each respective section under B. should be provided separately.)*

Version 1- For Standby Bond Purchase Agreement Responses

Along with the above-reference mandatory requirements, the Bidder must submit responses to the following Questionnaire (Technical Proposal).

1. *Bank Information:* Provide general information on your financial institution, including name, address, e-mail address, phone number, and fax number of the contact person who is authorized to answer questions and negotiate final terms and conditions on behalf of the financial institution.
2. *Liquidity/Credit Amount:* Identify the amount of liquidity/credit which your financial institution can provide in support of the Series 2000A Bonds, the Series 2000B Bonds and/or other liquidity needs of the Commonwealth related to general obligation bonds. Please also note in your response the date through which this commitment offer is valid. Once an offer is made pursuant to the Form Pricing Sheet, such offer shall be binding on the institution until the noted expiration date and may be accepted until such date by the Commonwealth for any of its liquidity needs. If your financial institution cannot provide liquidity support in the amount necessary to support all of the Series 2000A Bonds or the Series 2000B Bonds, please identify the amount of liquidity support your firm could provide. The Commonwealth may accept joint offers for liquidity support from more than one financial institution.
3. *Credit Approval:* The Commonwealth would prefer that respondents obtain credit approval for this transaction prior to the submission of a proposal. In any event, final credit approval must be completed promptly to allow for the execution of final documents and the substitution of liquidity facilities no later than December 29, 2011. Please indicate whether such approval has been obtained and if not, please indicate the timing of credit approval once an award is made.
4. *Bank's Ratings:* Please provide your financial institution's long-term and short-term ratings (including outlooks) from Fitch, Moody's and Standard & Poor's for each of the last two years. Please comment on any relevant events that may cause or recently have caused any of the rating agencies to place their rating under review or to change such rating. Please be concise and specific; do not attach the rating reports from the rating agencies.
5. *Experience:* Please describe your institution's liquidity book and how it has changed over the past two years.
6. *References:* Please provide references (name, title and telephone number) relating to two transactions closed within the past two years for which your financial institution has provided credit and/or liquidity support for entities similar to the Commonwealth.

7. *Legal Counsel:* Indicate the law firm and primary lawyer that will represent the bank in this transaction. Please provide the name, address, phone number, fax number and e-mail of each such contact person.
8. *Information Relating to the Bank:* Please provide a copy of the financial institution's most recent audited financial statements or a link to an electronic and downloadable version of such statements. The Commonwealth expects to receive appropriate information relating to the institution for inclusion in its Official Statement relating to the Bonds.
9. *Governing Law and Venue:* The Commonwealth prefers that the laws of the Commonwealth govern the agreement, but is willing to consider the State of New York, provided that the obligations of the Commonwealth shall be governed by laws of the Commonwealth. The Commonwealth only agrees to be sued with respect to any agreement awarded hereunder in New York or Massachusetts. Please indicate your willingness to accept this provision.
10. *Form of Documentation:* The Commonwealth has posted a form Standby Bond Purchase Agreement on the Treasury website at www.mass.gov/treasury/debt. The Commonwealth wants to enter into an agreement on terms that are at least as favorable to it as those contained in such form. With respect to the form, please specify your firm's proposed language for:
 - i. Optional termination;
 - ii. Events of default;
 1. Immediate termination events
 2. Suspension events
 3. Notice termination events
 - iii. Term-out provisions; and
 - iv. Length of term

Version 2 - For Letter of Credit Responses

Along with the above-reference mandatory requirements, the Bidder must submit responses to the following Questionnaire (Technical Proposal).

11. *Bank Information:* Provide general information on your financial institution, including name, address, e-mail address, phone number, and fax number of the contact person who is authorized to answer questions and negotiate final terms and conditions on behalf of the financial institution.
12. *Liquidity/Credit Amount:* Identify the amount of liquidity/credit which your financial institution can provide in support of the Series 2000A Bonds, the Series 2000B Bonds and/or other liquidity needs of the Commonwealth related to general obligation bonds. Please also note in your response the date through which this commitment offer is valid. Once an offer is made pursuant to the Form Pricing Sheet, such offer shall be binding on the institution until the noted expiration date and may be accepted until such date by the Commonwealth for any of its liquidity needs. If your financial institution cannot provide liquidity support in the amount necessary to support all of the Series 2000A Bonds or the Series 2000B Bonds, please identify the amount of liquidity support your firm could provide. The Commonwealth may accept joint offers for liquidity support from more than one financial institution.
13. *Credit Approval:* The Commonwealth would prefer that respondents obtain credit approval for this transaction prior to the submission of a proposal. In any event, final credit approval must be completed promptly to allow for the execution of final documents and the substitution of liquidity facilities no later than December 29, 2011. Please indicate whether such approval has been obtained and if not, please indicate the timing of credit approval once an award is made.

14. *Bank's Ratings:* Please provide your financial institution's long-term and short-term ratings (including outlooks) from Fitch, Moody's and Standard & Poor's for each of the last two years. Please comment on any relevant events that may cause or recently have caused any of the rating agencies place their rating under review or to change such rating. Please be concise and specific; do not attach the rating reports from the rating agencies.
15. *Experience:* Please describe your institution's Letter of Credit book and how it has changed over the past two years.
16. *References:* Please provide references (name, title and telephone number) relating to two transactions closed within the past two years for which your financial institution has provided credit and/or liquidity support for entities similar to the Commonwealth.
17. *Legal Counsel:* Indicate the law firm and primary lawyer that will represent the bank in this transaction. Please provide the name, address, phone number, fax number and e-mail of each such contact person.
18. *Information Relating to the Bank:* Please provide a copy of the financial institution's most recent audited financial statements or a link to an electronic and downloadable version of such statements. The Commonwealth expects to receive appropriate information relating to the institution for inclusion in its Official Statement relating to the Bonds.
19. *Governing Law and Venue:* The Commonwealth prefers that the laws of the Commonwealth govern the agreement, but is willing to consider the State of New York, provided that the obligations of the Commonwealth shall be governed by laws of the Commonwealth. The Commonwealth only agrees to be sued with respect to any agreement awarded hereunder in New York or Massachusetts. Please indicate your willingness to accept this provision.
20. *Form of Documentation:* The Commonwealth has posted a form Standby Bond Purchase Agreement on the Treasury website at www.mass.gov/treasury/debt. The Commonwealth wants to enter into an agreement on terms that are at least as favorable to it as those contained in such form. With respect to the form and the Commonwealth's current provisions, please specify your firm's proposed language with respect to a Letter of Credit for:
 - i. Optional termination;
 - ii. Amortization schedule for unreimbursed loans;
 - iii. Events of default;
 1. Immediate termination events
 2. Suspension events
 3. Notice termination events
 - iv. Term-out provisions; and
 - v. Length of term

Version 3 - For Direct Purchase Responses

Along with the above-reference mandatory requirements, the Bidder must submit responses to the following Questionnaire (Technical Proposal).

21. *Bank Information:* Provide general information on your financial institution, including name, address, e-mail address, phone number, and fax number of the contact person who is authorized to answer questions and negotiate final terms and conditions on behalf of the financial institution.
22. *Capacity of Loan:* Identify the amount that your financial institution can provide in support of the Series 2000A Bonds, the Series 2000B Bonds and/or other Direct Purchase needs of the Commonwealth related to general obligation bonds. Please also note in your response the date through which this commitment offer is valid. Once an offer is made pursuant to the Form Pricing Sheet, such offer shall be binding on the institution until the noted expiration date and may be

accepted until such date by the Commonwealth for any of its Direct Purchase needs. If your financial institution cannot provide Direct Purchase support in the amount necessary to support all of the Series 2000A Bonds or the Series 2000B Bonds, please identify the amount of Direct Purchase support your firm could provide. The Commonwealth may accept joint offers for Direct Purchase support from more than one financial institution.

23. *Credit Approval:* The Commonwealth would prefer that respondents obtain credit approval for this transaction prior to the submission of a proposal. In any event, final credit approval must be completed promptly to allow for the execution of final documents and the substitution of liquidity facilities no later than December 29, 2011. Please indicate whether such approval has been obtained and if not, please indicate the timing of credit approval once an award is made.
24. *Bank's Ratings:* Please provide your financial institution's long-term and short-term ratings (including outlooks) from Fitch, Moody's and Standard & Poor's for each of the last two years. Please comment on any relevant events that may cause or recently have caused any of the rating agencies place their rating under review or to change such rating. Please be concise and specific; do not attach the rating reports from the rating agencies.
25. *Experience:* Please describe your institution's experience with Direct Purchases and how it has changed over the past two years.
26. *References:* Please provide references (name, title and telephone number) relating to two transactions closed within the past two years for which your financial institution has provided Direct Purchase support for entities similar to the Commonwealth.
27. *Legal Counsel:* Indicate the law firm and primary lawyer that will represent the bank in this transaction. Please provide the name, address, phone number, fax number and e-mail of each such contact person.
28. *Form of Documentation:* The Commonwealth has posted a form of the Bond on the Treasury website at www.mass.gov/treasury/debt. Please specify your firm's proposed language with respect to a Direct Purchase for:
 - i. Put rights;
 - ii. Optional call/redemption;
 - iii. Rate adjustment;
 - iv. Mandatory tender/redemption;
 - v. Length of term;
 - vi. Immediate redemption; and
 - vii. Notice redemption

Exhibit A

**General Obligation Bonds
2000 Series A
(Variable Rate Demand Bonds)**

The 2000A Bonds are currently outstanding in the principal amount of \$200,000,000 and are being remarketed in the Weekly mode. The liquidity facility would obligate you to pay principal of and interest (calculated at 12% based on a 365 day year) on the Series 2000A Bonds tendered for purchase while in the daily mode or the weekly mode and not remarketed, except as provided by the Standby Bond Purchase Agreement.

Goldman Sachs & Co. is current the remarketing agent and U.S. Bank National Association is the tender agent for the Bonds.

The commitment will be subject to reduction to reflect the principal amount of Bonds outstanding. The Series 2000A Bonds are subject to mandatory sinking fund redemption on December 1 in following years and amounts:

<u>Year</u>	<u>Sinking Fund Payment</u>
2022	\$7,865,000
2023	17,435,000
2024	21,640,000
2025	22,690,000
2026	23,775,000
2027	24,910,000
2028	26,085,000
2029	27,335,000
2030*	28,265,000*

* Final Maturity

Exhibit B

**General Obligation Bonds
(Variable Rate Demand Bonds)
2000 Series B**

The 2000B Bonds are currently outstanding in the principal amount of \$75,590,000 and are being remarketed in the Weekly mode. While the current liquidity facility provides for payment of principal only on the Series 2000B Bonds tendered for purchase, the Commonwealth is soliciting proposals for the coverage of both principal and interest on the Series 2000B Bonds. The Series 2000 Bonds may be converted to the daily mode, the weekly mode, the flexible mode, the ARS mode or the term mode.

Goldman Sachs & Co. is current the remarketing agent and U.S. Bank National Association is the tender agent for the Bonds.

The commitment will be subject to reduction to reflect the principal amount of Bonds outstanding. The Series 2000B Bonds are subject to mandatory sinking fund redemption on December 1 in following years and amounts:

<u>Year</u>	<u>Sinking Fund Payment</u>
2022	\$3,015,000
2023	6,605,000
2024	8,180,000
2025	8,575,000
2026	8,980,000
2027	9,405,000
2028	9,850,000
2029	10,315,000
2030*	10,665,000

* Final Maturity

Financial Institution's Ratings:

Fitch:	Long-term _____	Short-term _____	Outlook/Credit Watch _____
Moody's:	Long-term _____	Short-term _____	Outlook/Credit Watch _____
Standard & Poor's:	Long-term _____	Short-term _____	Outlook/Credit Watch _____

Name of Firm

Date

Signature (Authorized Signatory)

Title

Attachment B

Mandatory Attachment Checklist
(Complete and attach to the cover letter)

Firm Name: _____

Mandatory items as detailed in Section V, subsection C.

(Check appropriate box to insure item is completed and submitted).

- | | |
|---|---|
| 1. Cover Letter | Yes <input type="checkbox"/> (signed) |
| 2. Questionnaire – Technical Proposal (Sections VI.B) | Yes <input type="checkbox"/> (completed) |
| 3. Cost Proposal (Attachment A) | Yes <input type="checkbox"/> (signed) |
| 4. Consultant Contractor Mandatory Submission Form | Yes <input type="checkbox"/> (completed/signed) |
| 5. Taxpayer Identification Number and Certification (W-9) | Yes <input type="checkbox"/> (signed) |
| 6. Contractor Authorized Signature Verification Form | Yes <input type="checkbox"/> (signed & notarized) |
| 7. Business Reference Form | Yes <input type="checkbox"/> (in addition to questionnaire info.) |
| 8. Tax Compliance Certification Form | Yes <input type="checkbox"/> (certificate / proof of application) |
| 9. Treasury Supplier Diversity Program (TSDP) Plan Form | Yes <input type="checkbox"/> (completed/signed) |
| 10. Invest in Massachusetts Data (IMD) Form | Yes <input type="checkbox"/> (completed/signed) |
| 11. Certificate of Non-Collusion | Yes <input type="checkbox"/> (signed) |
| 12. Fidelity Bond or Certificate of Liability Insurance | Yes <input type="checkbox"/> |
| 13. Executive Order 504 Form | Yes <input type="checkbox"/> (signed) |

Appendix A

TREASURER'S PRINCIPAL BOARDS, COMMISSIONS AND AUTHORITIES*

1. Finance Advisory Board - M.G.L. c. 6, § 97-8
2. Advisory Board to the Comptroller - M.G.L. c. 7A, § 2
3. Investment Advisory Council - M.G.L. c. 10, § 5B
4. State Retirement Board - M.G.L. c. 10, § 18
5. State Lottery Commission - M.G.L. c. 10, § 23
6. Board of Bank Incorporation - M.G.L. c. 26, § 5
(Division of Banks and Loan Agencies)
7. Water Pollution Abatement Trust - M.G.L. c. 29C, §2
8. Pension Reserves Investment Management Board - M.G.L. c. 32, § 23(2A)
9. Massachusetts School Building Authority – M.G.L. c. 70B, §§ 1A & 3A; *see also* M.G.L. c. 10, § 35BB
10. Teachers' Retirement Board – M.G.L. c. 15, § 16
11. Alcoholic Beverages Control Commission – M.G.L. c. 10, § 70
12. Commonwealth Covenant Fund – M.G.L. c. 10, § 35EE
13. Health Care Security Trust – M.G.L. c. 10, § 4
14. Commissioners on fireman's relief – M.G.L. c. 10, § 21
15. Retirement Law Commission – M.G.L. 10, §35I

*Positions on these Boards, Commissions or Authorities may be held by the State Treasurer and Receiver General, his designee, or an individual appointed by him.