



**Request for Response  
Office of the State Treasurer and Receiver-General**

**Address:** One Ashburton Place, 12<sup>th</sup> Floor, Boston, MA 02108

**Telephone #:** (617) 367-3900; Fax: (617) 523-1068

**Internet Address:** <http://www.mass.gov/treasury>

**RFR File Name/Title:** Registry of Deeds Bank Depository Services

**RFR File Number:** **TRE RFR SEC CASH DEPOSITORY 2011**

**RFR Contact Person:** Liz Andreozzi

**I. SUMMARY AND PURPOSE**

The goal of this RFR is to provide cash management and depository banking services to Registry of Deeds offices currently under the Secretary of the Commonwealth. The services will include depository, remote deposit capture, as well as ACH and information services. We are also exploring alternative methods for depositing cash, such as remote cash capture.

The Treasurer will award the contract to a single financial institution.

**II. GENERAL INFORMATION**

The Office of the State Treasurer and Receiver General (the "Treasury") is exempt from 801 Code of Massachusetts Regulations ("CMR") 21.00: Procurement of Commodities and Services. The Treasury has opted to follow these regulations to the maximum extent possible 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. Unless otherwise specified, all communications, responses and documentation regarding this RFR must be in English, all measurements must be provided in feet, inches and pounds and all cost proposals or figures in U.S. Currency. All responses must be submitted in accordance with the specific terms of this RFR. No electronic responses may be submitted in response to this RFR.

This RFR is in accordance with the World Trade Organization Government Procurement Agreement.

**III. RFR CALENDAR, INSTRUCTIONS AND EVALUATION PROCESS**

**A. RFR CALENDAR/TIMELINE**

The following is the tentative time schedule for the Treasury's search for a vendor to provide the Secretary of the Commonwealth/Registry of Deeds Bank Depository Services. All dates are subject to modification by the Treasury with notice.

Post Intent to Bid on Comm-PASS	November 8, 2011
Issuance of RFR	November 15, 2011
Bidders Conference	November 22, 2011 @ 10 AM
Question Deadline	November 25, 2011
Question Response Deadline	November 30, 2011
RFR Response Deadline	December 15, 2011 @ 1:00 PM
Approximate Contract Award Date	December 27, 2011

The Treasury will hold a non-mandatory Bidders Conference on November 22, 2011. The Bidders Conference will take place via conference call at 10:00 AM. To participate in the conference call, please dial (641) 715-3200. The participant access code is 367583#.

Questions concerning the RFR must be submitted to the RFR Contact Person in writing (NO PHONE CALLS):

Liz Andreozzi  
Office of the State Treasurer and Receiver-General  
ATTN: "Registry of Deeds Banking Services"  
One Ashburton Place, 12<sup>th</sup> Floor  
Boston, MA 02108  
E-mail Address: landreozzi@tre.state.ma.us  
Fax: (617) 523-1068

**B. RFR INSTRUCTIONS**

1. **Response Submission.** The original, six (6) hard paper copies and a CD of the Bidder's responses and attachments must be delivered in the same sealed package no later than December 15, 2011 at 1:00 PM EST. The original submission should be signed in blue ink as to make it easily distinguishable from the other copies. The Cost Proposal(s) must be submitted under separate cover in a separate sealed envelope. 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:**

Liz Andreozzi  
Office of the State Treasurer and Receiver-General  
ATTN: "Registry of Deeds Banking Services"  
One Ashburton Place, 12<sup>th</sup> Floor  
Boston, MA 02108

2. **Cost Proposal.** The Cost Proposal must be submitted under separate cover from the Technical Proposal in a separate sealed envelope. Failure to meet this requirement will result in disqualification of the bid.
3. **Response Provisions.** When responding to this RFR, banks should take note of the following provisions:

- a. The Treasury reserves the right to request additional information from Bidders responding to this request. Additionally, upon reviewing the responses the Treasury may decide to have certain firms make oral presentations.
- 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. All responses and their contents will become the sole property of the Commonwealth upon receipt by it.
- 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.
- f. The written response to Scope of Services shall be limited to replies totaling no more than 10 pages, double-sided. The mandatory attachments and other supporting documentation are excluded from the 10 page maximum. Any response over 10 pages excluding the requested attachments and exhibits will not be considered. The 10 pages must be single spaced; submitted in 12-point font; with at least three-quarter inch margins left and right and one-inch margins top and bottom. Additionally, the response must be printed on three-hole punched paper.

4. **Disqualification of Responses.**

- a. Late Proposals: Proposals that are received after the deadline date and time shall be automatically disqualified.
- b. Non-responsive 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 to this RFR.
- d. Debarred Bidders or Subcontractors: 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 the services of a named subcontractor and the disqualification of this

named subcontractor would materially alter the proposal, then that proposal shall be deemed unresponsive if the named subcontractor is found to be debarred. Proposals that indicate that subcontractors will be used but do not rely on any specifically named subcontractor shall not be deemed unresponsive if the disqualification of a proposed subcontractor will not materially alter the proposal.

### C. RFR EVALUATION PROCESS

1. **Evaluation Process.** The RFR Evaluation Process will be conducted in three phases. A review team consisting of staff from the Treasury will complete the Phase One Review for all proposal submissions. The purpose of the Phase One Review is to eliminate any bids that are non-responsive 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. The PMT will consist of staff from the Treasury, Secretary of the Commonwealth and Registry of Deeds. The PMT will make a recommendation to the State Treasurer and Receiver-General who will then accept or reject the recommendation. The State Treasurer and Receiver-General will make the final selection decision. **(Phase One, Phase Two and Phase Three of this RFR will be evaluated separately.)**

- a. **Phase One 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.
- b. **Phase Two Review:** Scoring criteria for the evaluation of the proposals will be as follows:

**55% Availability of Core Services** will include an assessment of services to be provided, time schedules and reporting options. Scoring of these services will pay particular attention to the integration of the required services into an effective banking services relationship for the Commonwealth.

What is considered to be a "Core Service" of this bid is further specified under Scope of Services on page 16.

**10% Availability of Optional Services** the Treasury is open to new ways to conduct business. Following the PMT's evaluation of a Bidder's responses as to the availability of core services, which are required for the Commonwealth to conduct its business, it will conduct a review of any Optional Services that a Bidder chooses to include in its bid. "Optional Services" are not specifically delineated within this RFR, but are those that a Bidder considers would be cost-efficient, expedient or innovative services that would assist the Commonwealth to effectively conduct its business as outlined in this RFR.

**10% Quality Control** will include: a) an assessment of the financial institution's disaster recovery plan and contingencies and past performances in either real or test environments; b) an assessment of industry standards including but not limited to BAI Critical Quality Indicators; and c) an assessment of the current auditor's report of internal control.

**10% Financial Strength** shall be measured based on financial reports submitted and analyses to be completed by the Treasury staff based on data provided in these reports, as well as bank ratings.

**5% Treasury Supplier Diversity Program** the Treasury is committed to developing and strengthening Minority and Women-Owned 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.

**5% Invest in Massachusetts** the 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”).

**5% CRA, Credit Card Rates and Community Services** will include a review of CRA ratings by various oversight agencies (state and federal), as well as the financial institution’s provision of basic banking services. Other factors include: fees associated with EBT and ATMs, geographic distribution of branches, compliance with M.G.L. c 140 s 114B, and current open ended credit card rates.

- c. **Phase Three Review:** Scoring criteria for the evaluation of the proposals will be as follows.

**45% Cost Proposal** will be evaluated across all service categories on a unit basis- using fee for services subsequent projection of monthly service costs. These cost factors will be evaluated in concert with the provision of services and the stated objectives of the RFR to evaluate proposals in terms of best value. Please note that your cost response must include both an unbundled and a bundled price for each service requested.

**55% Phase Two Criteria** the total Phase Two score will represent 55% of the Phase Three score.

#### **IV. SPECIFICATIONS, REQUIREMENTS AND COMPONENTS**

##### **A. RFR REQUIRED SPECIFICATIONS**

1. **Alternatives.** Unless otherwise specified, Bidders should submit responses proposing alternatives that provide equivalent, better or more cost-effective performance than achievable under the stated RFR specifications. These alternatives may include related services that may be available to enhance performance during the period of the contract. The response should describe how any alternative achieves substantially equivalent or better performance to that of the RFR specifications. The Treasury will determine if a proposed alternative method of performance achieves substantially equivalent or better

performance. The goal of this RFR is to provide the best value of commodities and services to achieve the procurement goals of the department. Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFR specifications may receive a preference or additional points under this RFR as specified.

Contractors may also propose alternatives for equivalent, better or more cost-effective performance than specified under the Contractor's original response to enable the department to take advantage of enhanced technologies, commodities or services that become available during the term of the contract.

2. **Best Value Selection and Negotiation.** The PMT and/or the State Treasurer and Receiver-General 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 or Receiver-General and the selected Bidder, or Contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected Bidder's or Contractor's response, which results in lower costs or in a more cost-effective or better value than was presented in the selected Bidder's or Contractor's original response.
3. **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.
4. **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.
5. **Comm-PASS.** This RFR has been distributed electronically using the Comm-PASS system. RFR attachments that are referenced are incorporated by reference into the RFR and are available as separate files within the Forms tab and Specifications tab of the Comm-PASS Solicitation record. OSD Forms are also available at [www.mass.gov/osd](http://www.mass.gov/osd) under the Related Links section. While Comm-PASS offers optional, value-added, automated [Comm-PASS Subscription Service](#) on an annual-fee basis, all Bidders are solely responsible for obtaining and completing the required attachments that are identified in this RFR and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFR or attachments. The Commonwealth and its subdivisions accept no liability for and will provide no accommodation to Bidders who fail to check for amended RFRs/Requests for Quotes (RFQs) or any other procurement opportunities and subsequently submit inadequate or incorrect responses. Bidders are advised to check the Last Changed Date field on the Summary page or the Amendment History within the Other Information tab of RFRs for which they intend to submit a response in order to ensure that they have the most recent RFR files. Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited and may disqualify a response.

6. **Comm-PASS SmartBid Subscription.** The Comm-PASS Subscription Service is sponsored by the Operational Services Division. This service offers a prospective Bidder a secure, web-based desktop that contains tools to track and manage postings including solicitation announcements, Request for Responses (RFRs), and Contracts that match the subscriber-designated set of categories and sub-categories on the Commonwealth's Procurement Access and Solicitation System (Comm-PASS). There is a yearly fee of \$275 to access the SmartBid functionality. Comm-PASS Basic Service will provide a subscriber with:
  - a. Secure web-based desktop within Enhanced Comm-PASS for document management.
  - b. A customizable profile reflecting the Bidder's product/service areas of interest.
  - c. Refined commodity and service categories and sub-categories.
  - d. Full-cycle, automated E-mail alert whenever a solicitation of interest is posted or updated.
  - e. Access to On-line Bidder Forums to allow for virtual attendance and participation.
  - f. Tools to submit bids electronically to an encrypted Lockbox.

Every public purchasing entity within the borders of Massachusetts may post their solicitations on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for reviewing and responding electronically to public solicitations in Massachusetts. Fees for the Comm-PASS Subscription Service are based on costs to operate, maintain and develop the Comm-PASS system.

7. **Goods and Services Bulletin.** The Goods and Services Bulletin is a publication of the Massachusetts' Secretary of State's Office as part of state publications and regulations. It is a weekly publication containing solicitations for the procurement of commodities and services (which, generally, are unrelated to construction of public facilities). State purchases of goods and procurements of certain services or consultants are published, while municipal contracts exceeding \$100,000 are required to be advertised pursuant to the Uniform Procurement Act (M.G.L. c. 30B). Notices advertising sole source procurements and the availability of surplus property are also published in the Bulletin. This RFR will appear in the Bulletin beginning Monday, November 14, 2011. Vendors wishing to access the information must pay an annual subscription of \$42.00 for access and can [subscribe here](#).
8. **Conflict of Interest.** Prior to award of any contract, the Vendor shall certify in writing to the procuring agency that no relationship exists between the Vendor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the Vendor 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 Vendor 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.

9. **Costs.** Costs that are not specifically identified and defined in the Bidder's response, and accepted by a department as part of a Contract, will not be compensated under any Contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.
10. **Electronic Communication/Update of Bidder's/Contractor's Contact Information.** It is the responsibility of the prospective Bidder and awarded Contractor to keep current the E-mail address of the Bidder's contact person and prospective contract manager, if awarded a contract, 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/awarded Contractor's designated E-mail address is not current, or if technical problems, including those with the prospective Bidder's/awarded Contractor's computer, network or Internet service provider (ISP) cause E-mail communications sent to/from the prospective Bidder/awarded Contractor and the PMT to be lost or rejected by any means including E-mail or spam filtering.
11. **Electronic Funds Transfer (EFT).** All Bidders responding to this RFR must agree to participate in the Commonwealth Electronic Funds Transfer ("EFT") program for receiving payments, unless the Bidder can provide compelling proof that it would be unduly burdensome. EFT is a benefit to both Contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to Contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application can be found on the [OSD Forms](http://www.mass.gov/osd) page ([www.mass.gov/osd](http://www.mass.gov/osd)). Additional information about EFT is available on the [VendorWeb](http://www.mass.gov/osc) site ([www.mass.gov/osc](http://www.mass.gov/osc)). Click on MASSfinance.

Successful Bidders, upon notification of contract award, will be required to enroll in EFT as a contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to this department for review, approval and forwarding to the Office of the Comptroller. If the Bidder is already enrolled in the program, it may so indicate in its response. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the Bidder. If a Bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its response. The PMT will consider such requests on a case-by-case basis and communicate the findings with the Bidder.

12. **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:
  - a. All copies should be printed double sided.
  - b. 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). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.
  - c. Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three-ringed binders, glued materials, paper clips and staples are acceptable.
  - d. Bidders should submit materials in a format that allows for easy removal and recycling of paper materials.
  - e. 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, envelopes, boxes, etc. Where appropriate, Bidders should note which products in their responses are made with recycled materials.
  - f. Unnecessary samples, attachments or documents not specifically asked for should not be submitted.
13. **Estimated Provisions.** The Treasury makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates and/or past or current procurement volumes referenced in this RFR are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.
14. **HIPPA: 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.

15. **Minimum Bid Duration.** Bidder responses/bids made in response to this RFR must remain in effect for 120 days from the date of bid submission and thereafter until either the Bidder withdraws the response in writing, a contract is executed or the procurement is canceled, whichever occurs first.
16. **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 and the contract has been awarded.

17. **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.
18. **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 subsequent marketing materials if they are awarded a contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes are prohibited by law.
19. **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 three- (3) year contract with the option of two one- (1) year extensions with the selected Bidder(s) for the services solicited in this RFR. The State Treasurer and Receiver-General may, at his option, extend the contract for additional period(s), not exceeding five (5) years, under the same or better terms. Bidders who offer price guarantees for the life of the contract will be held to that offer or such better terms as are negotiated.
2. **Acquisition Method.**

\_\_\_\_\_ **Outright Purchase**

\_\_\_\_\_ **X** **Fee for Service**

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

3. **Contract Guidelines.**

Only Office of the State Treasurer and Receiver-General may contract under RFR  
 Option to allow other Departments/political subdivisions to contract under RFR  
 Statewide Contract  
 Multi-Office of the State Treasurer and Receiver-General 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 Business Specifications.**

- a. **Evaluation and Selection of Contractor.** The Treasury shall have sole authority to evaluate and make the final selection of Bidder(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 the closing date. 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.** Contractor's services may be terminated or suspended from the Treasury's contract for poor performance, failure to perform, fraud or other cause with two (2) weeks prior written notice by the Treasury. Contractors may be terminated from the contract without cause with thirty (30) days prior written notice. The Contractor may not terminate the contract or performance thereunder except upon a minimum of 180 days written notice to the Treasury. Other terms regarding contract termination are subject to negotiation between the selected Bidder(s) and the Treasury.
- d. **Permits and Compliance.** The Contractor shall procure and pay for all permits, licenses and approvals necessary to perform the services solicited in this RFR. The Contractor shall comply with all applicable laws, ordinances, rules, orders and regulations related to the performance of the services solicited.
- 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 and Receiver-General 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 any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are held to the same reimbursable cost standards as Contractors.
- i. **Contract Expansion.** If additional funds become available during the contract duration period, the Treasury reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with Contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.
- j. **Concurrent Contracts Running (Renewals and Transitions).** The Treasury shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year or if satisfactory performance by the Contractor does not ensue. The Treasury will also have the right to sole discretion in exercising an option to renew, which will not be subject to Contractor acceptance or agreement. If at any time the contract is cancelled, terminated or expires, and a contract is subsequently executed with a firm other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of contract services to the subsequent Contractor.
- k. **Pricing: Federal Government Services Administration (GSA) or Veteran's Administration Supply.** The Commonwealth reserves the right to request from the successful Bidder(s) initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts. In the absence of proprietary information being part of such contracts, compliance for submission of requested pricing information is expected within 30 days of any request. If the Contractor receives a GSA or Veteran's Administration Supply contract at any time during this contract period, it must notify the Commonwealth contract manager. The Commonwealth requires the same rate if it is more favorable.
- l. **Pricing: Price Limitation.** The Bidder must agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the Bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the contract period in the absence of proprietary information being part of such contracts.

## 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 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. The Bidder's response should be "yes" or "no" for each mandatory requirement followed by a detailed statement of explanation.

**A. LEGAL AND OTHER REQUIREMENTS. Please provide a separate written response for each requirement below.**

1. **Solvency.** Certification that the Bidder has not been in bankruptcy and/or receivership within the last three calendar years.
2. **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.
3. **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.
4. **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.
5. **Compliance with RFR Requirements.** A statement that the Bidder agrees to meet every requirement specified 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. Any such requirement or condition must be met by only a Bidder seeking the preference.)
6. **Ratings.** If selected to provide any services solicited through this RFR, the financial institution must agree to notify the Treasury of any changes to its ratings by federal or state regulatory agencies and issuers approved by the State Treasurer and Receiver-General within thirty days of receipt of notification.
7. **Fidelity Bond or Certificate of Liability Insurance.** A copy or proof of any fidelity bond or liability insurance policy extending to any or all employees who perform work under the contract are covered.
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 Contractor by the Treasury or acquired by the Contractor 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, the Bidder agrees to execute 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](http://www.mass.gov/osd), in the [OSD Forms](#) section.

These documents may be downloaded and printed for you to complete and submit. The EFT Form is the only exception. 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.

1. **Cover Letter (signed).** The Proposal must include a 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 bank name
  - b. The bank address
  - c. The bank telephone/fax number/E-mail address
  - d. The client contact
  - e. The title or position that the signer of the cover letter holds in the firm
  - f. A statement to the effect that any submissions made by a bidder will be valid for 120 days from the date of submission
2. **Cost Proposal.** The original and six (6) copies of the fee proposal must be placed in a separate, sealed envelope, clearly identified on the outside as "Fee Proposal submitted by (COMPANY NAME)". PLEASE NOTE: Failure to submit the cost proposal under separate cover will result in disqualification.
3. **Consultant Contractor Mandatory Submission Form.** Each Bidder must complete and return this form with its response, even if not applicable, in order to be considered responsive.
4. **Commonwealth Terms and Conditions.** The Commonwealth Terms and Conditions shall be incorporated by reference into any contract for services executed pursuant to this RFR. A Bidder is required to execute the Commonwealth Terms and Conditions only once. Complete all blanks and required information fully and accurately without modification.
5. **Standard Contract Form and Instructions.** This must be executed in order to be awarded a contract. This form must be completed and returned as part of the Bidder's RFR response or upon selection of a Bidder for further negotiations. This document shall not become a final contract unless and until the Treasury accepts the Bidder's response and the Standard Contract Form is executed by the Purchasing Office of the Treasury.
6. **Request for Taxpayer Identification Number and Certification (W-9).** The W-9 Form should be completed only if the Bidder has not previously conducted business with the Commonwealth Office of the State Treasurer and Receiver-General and been registered on

the Commonwealth's Contractor File or if any information on a W-9 previously filed with the Commonwealth has been updated or changed.

7. **Contractor Authorized Signatory Verification Form.** If the Bidder is a corporation, partnership or other business entity, complete the form as indicated.
8. **Business Reference Form.** Bidders must identify three (3) customer references for which the Bidder has performed similar services as those described in this RFR or customers that can confirm the quality of the Bidder's performance on previous contract work.
9. **Tax Compliance Certification.** The Bidder must demonstrate that it is in compliance with all federal and Commonwealth tax laws, 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 Department of Revenue 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, so Bidders should also 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 evidence that the application has been filed. Evidence includes: facsimile transmittal, mailing receipt, receipt-stamped application, etc. The Certificate must be issued and provided prior to final execution of the Standard Contract Form.

10. **Treasury Supplier Diversity Program (TSDP) Plan Form.** The Treasury is committed to developing and strengthening Minority and Women-Owned 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.

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.

11. **Invest in Massachusetts Plan.** The 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”).
12. **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.
13. **Fidelity Bond or Certificate of Liability Insurance.** A requirement to provide proof of any fidelity bond or liability insurance policy extending to any or all employees who perform work under the contract are covered.
14. **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.
15. **EFT Form.** Form found on <https://massfinance.state.ma.us/VendorWeb/eftRegisterfrm.asp>. Each Bidder must print out, complete and return this form with its response.
16. **SAS 70 Report.** Please provide a copy of your most recent SAS 70 Report.

## PHASE TWO

### VI. SCOPE OF SERVICES

#### A. AVAILABILITY OF CORE SERVICES

The Registry of Deeds, under the Secretary of the Commonwealth, provide services at various locations throughout the state. The purpose of this procurement is to enhance cash management and depository service at each location.

Checks and cash are received, daily, over-the-counter at each Registry of Deeds office for the transaction of business. The deposits are made daily, in person or by courier, at various financial institutions.

The goal of the RFR is to eliminate checks being deposited, in person, at a branch. To accomplish this, we are requiring bidders to:

- Outline in detail the use of Remote Deposit Capture to allow checks to be scanned, transmitted and deposited electronically at a site other than the financial institution.

- Describe in the detail the steps needed to add this feature to multiple computers in a single office.

Daily, cash is also received and needs to be deposited:

- Outline your proposal for the daily deposit of cash.

We are also interested, as an optional service, the use of Remote Cash Capture utilizing Secure Smart Safes. Note: Do not include any cost information in this section:

- Describe in detail your experience with Secure Smart Safes and approach used to retrieve the cash. It is important to note that cash must be credited daily to the account, even if the cash is not picked up.
- Outline your policy of provisional credit and how it will appear on the monthly bank statement. All cost related items must be submitted in Section III, a separately submitted document.
- Your proposal must include sample reports for both Remote Capture and Remote Cash Capture.
- As an alternative to Remote Cash Capture, outline the steps you will take to pick up a cash deposit daily.
- Since some deposited are received by ACH credit, also include a sample report that shows the credit amount, bank reference, originator and adenda record.

Online banking system:

- Please describe your financial institutions online banking system.
- Since this is a strictly depository service, outline the availability of viewing daily transactions, returned checks and bank statements.
- Please describe the security system(s) in place to prevent unauthorized access to banking data.

## **B. AVAILABILITY OF ADDITIONAL OPTIONAL SERVICES**

The Treasury and the Secretary of the Commonwealth are interested in additional optional ways to conduct business. Please submit, under this section, any items not mentioned in the RFR that you think would help us achieve our goal by using new or innovative products or services.

## **C. QUALITY CONTROL**

**Quality Control.** Bidders are advised that their overall score for “Quality Control” accounts for 10% of the Phase Two score.

### **1. Disaster Recovery**

- a. What type of back-up facility does the financial institution/vendor have for all primary systems used in providing services outlined in this proposal?
- b. If a third party provides disaster back-up systems, state the contractual guarantees for service.
- c. In the event of a disaster that disables all primary and back-up systems, does the financial institution/vendor have a recovery capability?
- d. How long will it take and what are the basic procedures used to recreate a day's activity?
- e. What plans does the financial institution/vendor have in place to ensure communication with clients in the event of a disaster?
- f. How often is the disaster recovery plan tested? Is there an annual report? Describe results or include a copy of findings.

2. **Industry Standards**

- a. Provide a report showing system downtime for the past year.
- b. Describe your financial institution/vendor's quality assurance program.
- c. Describe your back-up procedures for times when the system is unavailable to us.
- d. Please describe any limitations on your financial institution/vendor's customer service, such as hours of availability or special emergency procedures.

3. **Internal Controls.** Please provide a copy of your SAS 70 Audit Report.

**D. FINANCIAL STRENGTH**

- 1. **Audited Financial Statements.** Required financial reports must be submitted with this proposal. Each Bidder must submit with their proposal, one copy of their annual report with financial statements for the last three years, including balance sheets and profit and loss statements and any related notes and the Auditor's Report. The successful Bidder shall continue to furnish to the Treasury updated issues of this report in a timely manner. A copy of the last four (4) quarterly call reports must also be submitted with the proposal. When filed, one copy of the most recent SEC 10K report must also be submitted.
- 2. **Bank Ratings.** Please provide the following bank rating information for your financial institution:

<b><u>Rating Agency</u></b>	<b><u>Most Recent Ratings</u></b>	<b><u>Date of Last Rating</u></b>
Fitch/Thompson's BankWatch		

Moody's		
Standard and Poors		

Attach any ratings analyses and reports prepared by any of the above agencies as well as the name(s) of the analyst(s).

Bidders are advised that their overall score for Financial Strength accounts for 10% of the Phase Two score.

**E. TREASURY SUPPLIER DIVERSITY PROGRAM**

Please see the Treasury Supplier Diversity Program Plan Form.

**F. INVEST IN MASSACHUSETTS**

Please see the Invest in Massachusetts Data Form.

**G. CRA, CREDIT CARD RATES AND COMMUNITY SERVICES**

1. **Community Reinvestment Act (CRA) and Community Services.** Bidders are advised that their overall score for “Community Reinvestment Act and Community Services” accounts for 5% of the Phase Two score.
  - a. Your financial institution must meet the requirements as outlined in the M.G.L., Chapter 29, Section 34. You must include the certification from the appropriate state and/or federal agency documenting your CRA rating.
  - b. Outline your financial institution’s continuing commitment to the credit needs of your communities.
2. **Excess Earnings Credits.** The Bidder must submit a statement acknowledging that excess earning credits are usable for the life of the contract.
  - a. Earnings shall be credited to the Commonwealth’s accounts at the rate of 60 basis points or the combination of Three-Month Libor plus 25 basis points, whichever is higher.
  - b. The earnings credit rate shall be reset on the first business day of each month.
  - c. Three-Month Libor will be determined from the Bloomberg Professional Service.
  - d. Earnings credit will be credited to the Commonwealth’s account on the last business day of each month.
  - e. If the Commonwealth chooses to have accounts set up as interest bearing, the rate used will be the Three-Month Libor.

3. **Certification of Compliance with Child Support Requirements.** Certification on the Bidder's letterhead that the Bidder meets the child support requirements of the Commonwealth. (These requirements are generally set forth in G.L. c. 119A.)

SECRETARY OF THE COMMONWEALTH  
 REGISTRY OF DEEDS  
 ESTIMATED FY2011 VOLUME

	Unit	Unit Cost	Total Cost
Depository Services			
Account Maintenance		240	
Banking Center Deposits		11,863	
Check Deposited		839,432	
Credits Posted		3,642	
Debits Posted		3,743	
Items Processing Deposit		1,196	
Night Drop Deposit		160	
OD Items Returned		2	
Returns-Chargeback		279	
Vault Deposit		675	
Commercial Deps - Cash Vault			
Currency Deposited			\$ 8,908,000
Remote Imagine Capture			
Check Deposited		839,432	
Equipment (Rental/Cost)		20	
Monthly Maintenance		20	
General ACH Services			
ACH Credit Received Item		3,642	
ACH Debit Received Item		3,743	
Information Services			
Online Access Subscription		240	
Direct Current Day Ext item		2,995	
Direct Current Day Maint		240	
Access per Account		240	
Previous Day Maint		240	
Previous Day Ext item		7,350	
Mainframe Trans - PDR Account		240	
Optional Services			
Remote Cash Deposit			
Cash Deposits		8,320	
Currency Deposited			\$ 8,908,000
Smart Safe (Rental/Cost)		20	
Smart Safe Pick-Up Weekly		1,040	
Monthly Maintenance		20	