



*Steven Grossman*  
*Treasurer and Receiver General*

*The Commonwealth of Massachusetts*  
*Department of the State Treasurer*  
*One Ashburton Place*  
*Boston, Massachusetts 02108-1608*

**REQUEST FOR QUALIFICATIONS**

**RFR File Name/Title:** Unclaimed Property Auditing Services 2013

**RFR File Number:** TRE UCP AUDIT RFQ 2013

**Internet Address:** <http://www.state.ma.us/treasury>

**RFR Contact Person:** Amelia Timbers; [procurements@tre.state.ma.us](mailto:procurements@tre.state.ma.us)

**Section I. SUMMARY AND PURPOSE**

The Treasurer and Receiver-General of the Commonwealth of Massachusetts has designated the Unclaimed Property Division to carry out certain responsibilities as required under unclaimed property law (M.G.L. c. 200A). Under the law, holders of unclaimed property must make a determined effort to locate the rightful owners of such property. If, after a certain period of time, such holders are unsuccessful in locating rightful owners, they are required to remit such property, along with a report listing such property, to the Unclaimed Property Division. The intent of this Request for Qualification ("RFQ") is to select firms to audit holders of unclaimed property and on behalf of the Unclaimed Property Division and several other states for the purpose of having such property properly reported to the Unclaimed Property Division. The selected firms would be responsible for coordinating the delivery of such property to the Commonwealth or a designated custodian for the Commonwealth.

**Section 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 but has opted to follow these regulations on a voluntary basis in this RFQ. Therefore, unless a conflict with any other applicable law or statute arises, the Treasury will conduct itself as a "procuring department" as that term is used in 801 CMR 21.00 which provisions are otherwise incorporated herein by reference. Additional definitions may also be identified in this RFQ. All terms, conditions, requirements, and procedures included in this RFQ must be met for a response to be qualified as responsive. A Response which fails to meet any material term, condition, requirement or procedure of this RFQ 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 this RFQ at any time. Unless otherwise specified, all communications, responses, and

documentation regarding this RFQ 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 RFQ.

## **A. SPECIFICATIONS**

1. **Bidder Communication.** Any individuals and/or firms that intend to submit a response are prohibited from contacting any employees the Treasury or any member of the Procurement Management Team (“PMT”), other than the contact person Amelia Timbers (procurements@tre.state.ma.us). No other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerns this RFQ. Bidders should notify the contact person for this RFQ, in writing, in the event it is incomplete or the bidder is having trouble obtaining any required attachments electronically through Comm-PASS. All communication should be in writing and directed to procurements@tre.state.ma.us. An exception to this rule applies to individuals or firms that currently do business with the Treasury, but shall be limited to that business, and should not relate to this RFQ. **Failure to observe this rule may result in disqualification.**

2. **Reasonable Accommodation.** Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFQ 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.

3. **Public Records.** All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, Massachusetts General Laws (“M.G.L.”), Chapter 66, Section 10, and to M.G.L. Chapter 4, Section 7, and subsection Twenty-Six. 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.

4. **Estimated Provisions.** The Treasury makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFQ. Any estimates and/or past or current procurement volumes referenced in this RFQ are included only for the convenience of bidders, and are not to be relied upon as any indication of future purchase levels.

5. **Conflict of Interest.** Prior to the 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 the 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 responsibilities 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.

6. **Brand Name or Equal.** Unless otherwise specified in this RFQ, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFQ to any manufacturer or proprietor or to constitute an endorsement of any good or service. The Treasury will consider clearly identified offers of substantially equivalent goods and services submitted in response to such reference.

7. **Alternatives.** A response which fails to meet any material term or condition of the RFQ, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, bidders may submit responses proposing alternatives that provide equivalent, better or more cost-effective performance than achievable under the stated RFQ 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 RFQ specifications. The Treasury will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFQ 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 RFQ specifications may receive a preference or additional points under this RFQ 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.

8. **Best Value Selection and Negotiation.** The PMT and/or the Treasury 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 Treasury and the selected bidder may negotiate a change in any element of contract performance or cost identified in the original RFQ 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.

9. **Costs.** Costs that are not specifically identified 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 RFQ. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFQ.

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 email address of the bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email 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 email 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 email communications sent to/from the prospective bidder/awarded contractor and the PMT to be lost or rejected by any means including email or spam filtering.

11. **Electronic Funds Transfer (EFT).** All bidders responding to this RFQ 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 page ([www.mass.gov/osd](http://www.mass.gov/osd)). Additional information about EFT is available on the VendorWeb site ([www.mass.gov/osc](http://www.mass.gov/osc)). Click on MASSfinance.

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 re-usable 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 which allows for easy removal and recycling of paper materials.
- e. Bidders are encouraged to use other products, which 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.

- f. Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

13. **Minimum Bid Duration.** Bidder responses/bids made in response to this RFQ must remain in effect until December 31, 2013.

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 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 is prohibited by law.

15. **Comm-PASS.** This RFQ has been distributed electronically using the Comm-PASS system, the Commonwealth's procurement website. All material information required for bidders to bid on the RFQ is located at this RFR's Comm-Pass website. Attachments that are referenced 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**, **all bidders are solely responsible for monitoring Comm-Pass to obtain and complete the required attachments that are identified in this RFQ, and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFQ or attachments.**

The Commonwealth and its subdivisions accept no liability for and will provide no accommodation to bidders who fail to check for amended Requests for Quotes ("RFQ") 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 RFQs for which they intend to submit a response in order to ensure that they have the most recent RFQ files. Bidders may not alter (manually or electronically) the RFQ language or any RFQ component files. Modifications to the body of the RFQ, specifications, terms and conditions, or which change the intent of this RFQ are prohibited and may disqualify a response.

**Comm-PASS Subscription Service.** 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, RFQs, and Contracts that match the subscriber-designated set of categories and sub-categories on the Commonwealth's Procurement Access and Solicitation System (Comm-PASS).

Comm-PASS Basic Service will provide a subscriber with:

- Secure web-based desktop within Enhanced Comm-PASS for document management.
- A customizable profile reflecting the bidder's product/service areas of interest.
- Refined commodity and service categories and sub-categories.
- Full-cycle, automated email alert whenever a solicitation of interest is posted or updated.

- Access to Online Bidder Forums to allow for virtual attendance and participation.
- Tools to submit bids electronically to an encrypted lock-box.

16. Any bidder awarded a contract under this RFQ is prohibited from selling or distributing any information collected or derived from the Contract, including lists of participating or eligible Treasurer's Office Employee names, telephone numbers or addresses.

**THE PMT RESERVES THE RIGHT TO MODIFY, AMEND OR CANCEL  
ANY TERM OF THIS RFQ AT ANY TIME.**

**B. PROCUREMENT CALENDAR AND RESPONSE REQUIREMENTS**

**1. PROCUREMENT CALENDAR**

The following is the tentative time schedule for the Treasury's search for a vendor to provide Unclaimed Property Auditing Services. All dates are subject to modification by the Treasury with notice. This RFQ will be an open and rolling until Dec 31, 2013. All dates are subject to modification by the Treasury with notice.

- Issuance of RFQ : February 25, 2013
- RFQ Open period: RFQ proposals accepted starting **March 4, 2013, until December 31, 2013** unless otherwise indicated.
- Awards for contracts will be made on a rolling basis throughout the open period.
- Questions concerning this procurement will be accepted throughout the open period via writing to [procurements@tre.state.ma.us](mailto:procurements@tre.state.ma.us) .

**2. INSTRUCTIONS FOR SUBMISSION OF RESPONSES**

Please submit

1. One original Technical Proposal and original set of mandatory attachments (signed by an authorized signatory where appropriate)
2. 5 hardcopies of the technical proposal
3. One original hard copy of the Cost Proposal, in a separate sealed enveloped labeled "Cost Proposal"
4. One compact disk containing the bidder's entire submission.

The submission may be delivered in the one sealed package starting **March 4, 2013** at noon US EST. A facsimile or emailed 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:

Amelia Timbers, Legal and Financial Analyst  
RE: UCP Audit RFQ 2013  
Office of the State Treasurer  
One Ashburton Place, 12th Floor  
Boston, Massachusetts 02108

The written response shall be limited to no more than 25 one sided pages, not counting the requested attachments and exhibits. The 25 pages must be single spaced; one sided; submitted in 12-point font; with at least three-quarter inch margins left and right and one-inch margins top and bottom. Failure to meet these requirements may result in disqualification of the bid.

When responding to this RFQ, firms should take note of the following provisions:

- The Treasury reserves the right to request additional information from firms responding to this RFQ.
- 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 firm responding and to effect any agreement deemed by the Treasury to be in the Commonwealth's best interest with one or more of the firms responding. The Treasury reserves the right to amend or cancel this RFQ at any time.
- All responses and their contents will become the sole property of the Commonwealth upon receipt and will not be returned to the Bidder. Bidders are cautioned that ideas, techniques, information, etc., submitted as part of the Bidders response may be used by the Treasury without separate payment to the Bidder or Sub-Contractors.
- The Treasury will not reimburse any firm 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.

### 3. DISQUALIFICATION OF PROPOSALS

- a. **Non-responsive Proposals:** Proposals which are not responsive or which fail to comply with mandatory requirements of the RFQ shall be deemed non-responsive and shall be disqualified. 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.
- b. **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.
- c. **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 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.

#### **4. EVALUATION PROCESS**

The RFQ Evaluation Process will be conducted in three phases.

##### **Phase One Review:**

The purpose of the Phase One Review is to eliminate bids that are non-responsive to the requirements of the RFQ. A review team consisting of staff from the Treasury will complete the Phase One Review for all proposal submissions.

Bidders responses will be reviewed based on listed criteria, completeness of response, including mandatory attachments, and compliance to submission criteria (refer to Section III. Phase One Requirements). Bids that do not comply with these components may not proceed to Phase Two Review. The Treasury reserves the right to allow bidders to cure Phase I deficiencies.

##### **Phase Two Review:**

Bidders will be evaluated on based only on their submitted responses. Points will be awarded in the following weights:

- 30% Key Personnel
- 30% Relevant Work Experience
- 25% Firm Profile
- 5% Firm Financial Information
- 5% Supplier Diversity Program - See specific information in Section III below.
- 5% Invest In Massachusetts – See specific information in Section III below.

##### **Phase Three Review:**

Costs will be evaluated in conjunction with the Phase Two review and scoring of bidder's audit proposals. The Phase Two score will represent 75% and cost will represent 25% of the final "best value" score.

#### **5. COST RESPONSE**

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. See Section V for specific requirements.



## C. COMPONENTS OF PROCUREMENT

### 1. DURATION AND RENEWAL OPTIONS

The State Treasurer intends to enter into a three-year contract with the selected bidder(s) for the services solicited in this RFQ. **If qualified, bidders may propose audit projects to the Unclaimed Property Division throughout the duration of bidders' contract with the Treasury.** The State Treasurer may, at his option, extend the contract for a period not to exceed two years under the same or better terms and conditions as negotiated by the State Treasurer.

### 2. ACQUISITION METHOD

<input type="checkbox"/> Outright Purchase	<input checked="" type="checkbox"/> Fee for Service
<input type="checkbox"/> License	<input type="checkbox"/> Lease Purchase
<input type="checkbox"/> Tax Exempt Lease Purchase	<input type="checkbox"/> Other (Specify)
<input type="checkbox"/> Term lease	
<input type="checkbox"/> Rental (not to exceed 6 months)	

### 3. SINGLE OR MULTIPLE CONTRACTS

It is the Unclaimed Property Division's intent that multiple firms will be awarded contracts for providing unclaimed property auditing services. These agreements will be executed in the best interest of the Treasurer's Office.

### 4. CONTRACT GUIDELINES

<input checked="" type="checkbox"/> Only the Treasurer's Office may contract under RFQ
<input type="checkbox"/> Option to allow other Departments\political subdivisions to contract under RFQ
<input type="checkbox"/> Statewide Contract
<input type="checkbox"/> Multi- User contract
<input type="checkbox"/> Pre-Qualification List

### 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) for contract negotiation(s) pursuant to this RFQ. The selection will be made after evaluation of both technical and cost proposals by the PMT and final approval by the State Treasurer.

#### b) Change in Terms

The Treasury reserves the right to modify the specifications identified in the RFQ 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 RFQ 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 RFQ. 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 Office of the State Treasurer and Receiver General 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) 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.

**h) Contract Expansion**

If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFQ 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.

**i) 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.

**j) 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.

**k) Fees Subject to Treasury Signatory Authorization**

All fees must be approved by the Treasury and are subject to verification of performance levels.

### **SECTION III. PHASE ONE REQUIREMENTS**

Compliance with all criteria listed below is mandatory in order for a bid to be accepted for further review. 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**

Please provide a 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, if the state of incorporation is not Massachusetts, a statement that the bidder has complied with all filing requirements of the Massachusetts Secretary of State.
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 Office of the State Treasurer and Receiver General reserves the right to reject a response based on this information.

5. **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.

6. **Compliance with RFQ Requirements** A statement that the bidder agrees to meet every specification, requirement, or condition set forth in the RFQ. (This statement will not be deemed to encompass any requirement, specification, or condition for which the RFQ indicates that a preference may or will be given by the Office of the State Treasurer and Receiver General. Any such requirement, specification, or condition must be met by only a bidder seeking the preference.)

7. **Confidentiality:** The bidder must submit a statement acknowledging that all materials and information provided to the Contractor by the Office of the State Treasurer and Receiver General or acquired by the Contractor on behalf of the Office of the State Treasurer and Receiver General 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.

8. **Indemnification:** The bidder must submit a statement acknowledging that they accept the provisions of Commonwealth Terms and Conditions, as it is further defined by the application of *RFQ Section III (A) (8)*. Specifically by accepting the provision that the term “other damages” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth’s ability to join the contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the Contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor’s entire liability under a contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions.

## **B. MANDATORY ATTACHMENTS**

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

attachments should be signed by an individual with the authority to bind the Firm, and the “originals” should have an original signature in blue ink.

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 RFQ questions and answers and must be attached to the bidder’s response.

*Please complete Attachment D (“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 for 365 days from the date of submission
2. **Executive Summary**. Please submit an executive summary consisting of not more than one page summarizing the contents of the Response with the firm’s name located on the top of the page. The Executive Summary shall be attached to the cover letter.
3. **Phase II Technical Proposal**. Please submit answers to the questions contained in the “Scope Of Services” section below.
4. **Cost Proposal** (signed). The original and four (4) copies of the cost proposal must be placed in a separate, sealed envelope, clearly identified on the outside as “Cost Proposal by (COMPANY NAME) for [Insert RFQ Name].” For the original, the Treasury requests that this be a handwritten signature using blue ink.
5. **Disclosure Statement** (signed). Attached to this RFQ, as Attachment C, is a Disclosure Statement that each firm submitting a Proposal must complete and submit. For the original, the Treasury requests that this be a handwritten signature using blue ink.
6. **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. For the original, the Treasury requests that this be a handwritten signature using blue ink.

7. **Commonwealth Terms and Conditions** (signed). The Commonwealth Terms and Conditions shall be incorporated by reference into any contract for services executed pursuant to this RFQ. A Bidder is required to execute the Commonwealth Terms and Conditions only once. Complete all blanks and required information fully and accurately without modification. For the original, the Treasury requests that this be a handwritten signature using blue ink.
8. **Standard Contract Form and Instructions** (signed). This form must be executed in order to be awarded a contract. This form must be completed and returned as part of the Bidder's RFQ response. 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 an authorized signatory of the Treasury. For the original, the Treasury requests that this be a handwritten signature using blue ink.
9. **Request for Taxpayer Identification Number and Certification (W-9)** (signed). The W-9 Form must be completed and signed.
10. **Contractor Authorized Signature Verification Form** (signed & notarized). If the Bidder is a corporation, partnership or other business entity, complete the form as indicated. This completed form should include the name and signature of any individuals authorized to bind the firm with respect to this RFQ. For the original, the Treasury requests that this be a handwritten signature using blue ink.
11. **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 RFQ or customers that can confirm the quality of the bidder's performance on previous contract work. Please be sure to describe the work bidder performed for reference.
12. **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.

13. **Treasury Supplier Diversity Program (TSDP) Plan Form** (signed). The Office of the State Treasurer and Receiver-General (“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 RFQ. 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](http://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.

14. **Invest in Massachusetts Plan:** The Office of the State Treasurer and Receiver-General (“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](http://www.comm-pass.com) under the “Forms & Terms” Tab for this solicitation).

15. **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. For the original, the Treasury requests that this be a handwritten signature using blue ink.

16. **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 work under the contract.

17. **Executive Order 504 Form.** 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”). 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. The Executive Order 504 Form can be found on the “Forms and Terms” Tab of the Solicitation on Comm-Pass.

## **SECTION IV. PHASE II REQUIREMENTS/SCOPE OF SERVICES**

### **A. SCOPE OF SERVICES**

The Treasury requests responses from candidates interested in providing unclaimed property auditing services, pursuant to M.G.L. CH. 200A. Under the law, holders of unclaimed property must make a determined effort to locate the rightful owners of such property. If, after a certain period of time, such holders are unsuccessful in locating rightful owners, they are required to remit such property, along with a report listing such property, to the Unclaimed Property Division. In order to ensure that holders properly report in Massachusetts, the Unclaimed Property Division seeks to contract with firms which would be responsible for auditing the books of such holders and guaranteeing the remittal of such unclaimed property to Massachusetts in an appropriate reporting format.

It is the intent of the Treasury that multi-year contracts for unclaimed property auditing services will be signed after the evaluation of proposals and the selection of qualified contractors.

**Under the direction of the Unclaimed Property Division, the firms selected will provide the following services:**

The selected firms shall be responsible for auditing the books of various businesses, institutions, etc. for the purpose of processing unclaimed property reports to be filed with the Unclaimed Property Division in accordance with M.G.L. CH. 200A. Any document, such as an engagement letter, signed between the selected firms and holders of unclaimed property shall state that entering into the agreement in no way diminishes rights the Commonwealth holds under CH. 200A to audit the books of such entity to determine compliance with the law. The selected firms will be responsible for determining if the selected entities have or have not properly reported unclaimed property to the Commonwealth in accordance with the requirements of CH. 200A.

Selected firms shall then coordinate the delivery of related property to the Commonwealth, or to a custodian of the Commonwealth, in compliance with CH. 200A. Custodial services are not within the scope of services for the RFQ.

#### **1. Information Requested**



Please submit a brief, straightforward narrative addressing your firm's qualifications to provide the services as outlined in above section (A. Scope of Services). The narrative must also address all points outlined below.

## 2. Key Personnel and Organizational Resources

Bidders must document their ability to provide qualified staff and other personnel resources to successfully provide the required services. The Bidder must designate a Contract Manager who will be responsible for overall management and performance assurance under the Contract. The Bidder may not replace identified key personnel without prior notification to the Unclaimed Property Division and any replacement must have equal or greater qualifications and experience than the individuals they will be replacing. The following are the required qualifications of key personnel.

- a) Key personnel should be listed in order of their position of seniority and responsibility in the firm.
- b) Relevant qualifications, business experience and expertise for all key personnel should be provided. This section should identify how the relevant qualifications or special expertise of each individual will enhance performance of the Contract. (Separate resumes outlining certifications held, educational qualifications and relevant experience for the past three years for key personnel should be included as an attachment.)
- c) Specific functions for each key personnel member and how they will perform including the percentage of time that will be devoted to the Contract and the degree of management, oversight or direct supervisory responsibility that each individual will have under the assignment shall be provided by the Bidder;
- d) The bidder is required to notify the Unclaimed Property Division immediately in the event of the unavailability of any key personnel due to an individual's death, disability, incapacity, relocation, retirement, resignation, or termination of the underlying employment relationship.
- e) During the period of the Contract, key personnel assigned to the Contract may be removed or replaced by the Contractor only upon prior written approval of the Unclaimed Property Division.
- f) Use of Subcontractors
  - i. The bidder must identify any subcontractors that will be used to conduct performance under the contract including the names of subcontractors, summaries of their qualifications, experience and duties. The bidder will be considered the "prime" contractor and will be fully responsible for the performance of any task including the timelines of work performed by the subcontractors. If selected, the bidder shall agree that it will not utilize any subcontractors not specifically

identified in the contract without the prior written authorization of the Treasurer's Office.

- ii. It is the policy of the Commonwealth that small, minority and women owned business enterprises participate to the fullest extent practicable.

### 3. Relevant Work Experience

Detail and describe the firm's role in specific projects and contracts involving unclaimed property auditing that have been performed for the Commonwealth, other states or entities.

### 4. Firm Profile

- a) Present a profile of the firm's operations and qualifications.
- b) Outline the business and technical qualifications and experience relevant to the performance of the contract.
- c) Describe the firm's location, organizational structure, areas of expertise, and overall experience in unclaimed property auditing.

### 5. Financial Information

Submit a Financial Statement not to exceed three (3) pages. Information in this statement should pertain to the two (2) most recent Fiscal Years.

## **SECTION V. COST RESPONSE REQUIREMENTS**

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.

Please fill out the table below, which includes an amount to be charged for auditing and delivery services based on a percentage of the fair market value of the unclaimed property to be reported to the Commonwealth.

Cost Proposal	
In-State Hourly Rate (\$)	
Multi-State Percentage (%)	

At the commencement of an audit, the Unclaimed Property Division will determine how the qualified auditor will be compensated, either via the hourly rate or at a percentage based rate.

The Bidder shall guarantee this proposal for a period of not less than three years from the effective date of the contract. The cost proposal should not consider costs related to custodial services.