

**City of Lowell**  
**Purchasing Department**  
**City Hall**  
**375 Merrimack Street, Room 60**  
**Lowell, Massachusetts 01852**

Project Name: PROPOSAL FOR INSTALLATION AND OPERATION OF FINANCIAL TRANSACTION TERMINALS AND BANKING CENTER

RFP No.: 14-35  
Date: April 14, 2014  
Buyer: P. Michael Vaughn  
Tel. No.: 978-970-4110  
Fax No.: 978-970-4114  
Email: pmvaughn@lowellma.gov

The City of Lowell will accept sealed Proposals for the installation of financial transaction terminals and a branch bank as described in the Request for Proposals (RFP), various locations throughout the City including: City Hall, Senior Center and Lowell High School. The City is prepared to enter into a 3-year lease, with an the option to renew for an additional 3 years on the same terms, to be exercised solely by the City, of the space for installation and use of a financial transaction terminal, beginning July 1, 2014.

**DUE DATE:**

All Proposals must be sealed and be submitted **Wednesday, May 7, 2014** at City Hall in the Purchasing Department, Room 60, 375 Merrimack Street, Lowell, MA 01852, at **11:00 am, EST/EDST**, in compliance with the submission requirements outlined in the Request for Proposals (RFP). Each proposal must contain individual bids for each site, as well as an overall proposal for all sites.

The City of Lowell reserves the right to reject any and all Proposals that do not meet the minimum requirements set forth in the RFP. The City further reserves the right to accept or reject all or part of any Proposal(s).

**PREBID & SITE INSPECTION:**

A non-mandatory prebid is scheduled for: **Tuesday, April 29, 2014** at City Hall in the Purchasing Department, Room 60, 375 Merrimack Street, Lowell, MA 01852, at 10:00 AM, EST/EDST, for the work described herein. A site inspection will take place immediately after the prebid.

## **1.0 SCOPE OF SERVICES**

The City of Lowell is seeking proposals from Greater Lowell Banks and Credit Unions regarding the implementation and management of a school branch Bank/Credit Union inside Lowell High School. The branch will be located in the LHS cafeteria at 50 Father Morissette Blvd. Lowell, MA 01852.

In addition to the credit union/banking center, the installation of financial transaction terminals at various locations throughout the City including: City Hall, Senior Center and Lowell High School, as described within this RFP. All financial transaction terminals are expected to be able to operate 24/7 except for normal maintenance.

- **Rejection of Proposals** - The City of Lowell will consider non-responsive any proposal not prepared and submitted in accordance with the provisions hereof and may reject any or all proposals or waive any informalities as it may deem best for the interest of the Lowell Public Schools. Any proposal received after the time and date specified will not be considered. Also, the City of Lowell reserves the right to reject any or all proposals from responsive bidders and to cancel the request for proposal process.
- **Acceptance of Proposals**- It is the intent of the City of Lowell to accept the proposal that will best promote the public interest and is most advantageous to City.
- **Bonds and Insurance** - The Bidder shall procure and maintain, as a direct cost of operation, a general liability policy, including products liability, in the amounts of at least \$3,000,000 for each accident provided by insurance companies authorized to do business in the state. A Certificate of Insurance indicating these amounts must be submitted with the proposal. Insurance policies, proposal bonds and assurances must be issued by firms with at least a Best's Insurance Reports rating of A to A-(excellent).
- **License, Fees, Taxes**
  - A. The Bank/Credit Union shall be responsible for paying all applicable taxes and fees, including but not limited to sales tax, state and local income taxes, payroll and withholding taxes.
  - B. The Bank/Credit Union shall obtain and post all applicable health permits for its facilities.
  - C. The Bank/Credit Union shall comply with all health and safety regulations required by Federal, State or local laws.
  - D. The Bank/Credit Union shall comply with all building rules and regulations.
    - Proposers must submit separate price and non-price proposals. Envelopes will be marked, "Non-Price Proposal" and "Price Proposal." The Price Proposal shall be the estimated cost of construction, remodeling and equipment installation in the bank and snack bar.

**1.1 School branch Bank/Credit Union** - The location of the branch will be in an area of the Lowell High cafeteria currently used as a banking center.

- a. **School branch Bank/Credit Union service** - The Lowell High School branch bank or credit union's service will include opening and maintaining checking and savings accounts, consumer loans and overdraft protection, processing MasterCard and/or

Visa credit card applications, establishing club accounts and an automated teller machine (ATM).

- b. **Purpose of school branch Bank/Credit Union** - The branch will be a training laboratory for the Financial Services Pathway of the Business Department of Lowell High School.
  - c. **Hours of Operation** - The hours of operation of the branch are negotiable, but should be at least 9:00 AM to 1:00 PM on school days. A branch manager (employee of the Bank/Credit Union) must be on-site during hours of operation.
  - d. **Responsibility of Bank/Credit Union** - The Bank/Credit Union must meet the provisions of Section III. School Bank Programs A.1, 2 and 3 of the Commonwealth of Massachusetts Division of Bank Regulatory Bulletin 2.3-104 dated March 27, 1998. (Attached). Credit unions must meet similar provisions as applied to banks.
  - e. **Student Wages** - Students working in the LHS branch during school hours in a training capacity will not be paid wages for this laboratory experience.
  - f. **Signage** - The size and placement of appropriate signage will be by mutual agreement between the Bank/Credit Union and the Headmaster of Lowell High School.
  - g. **Contract** - The successful contractor will be required to execute a lease with the City of Lowell School Committee to provide a branch Bank/Credit Union at Lowell High School substantially in the form attached as Exhibit entitled "Lease".
  - h. **Power** - The City will have HVAC, telephone/data lines and power on the premises for the branch bank, the Bank/Credit Union will be responsible for the operating costs of the telephone/data lines
  - i. **Term of Agreement** - The agreement is for three (3) years during which time the Bank/Credit Union shall conduct an educational and training program on the basic principles and practices of Banks and Credit Unions at Lowell High School for students enrolled in the high school. The agreement and use of the training facility as a Bank/Credit Union educational facility shall be extended for a period of one (1) year from each successive anniversary date based on a successful review by the Lowell High School, unless the Bank/Credit Union otherwise notifies the Lowell School Committee in writing at least sixty (60) days in advance of the anniversary date or unless the Committee otherwise notifies the Bank/Credit Union.
- 1.2 Financial Transaction Terminals** – The Bank/Credit Union will purchase install and maintain the Financial Transaction Terminals (hereinafter referred as ATM)
- a. The electric power needed to operate the ATM will be provided the City.

## **2.0 PROPERTY DESCRIPTIONS**

### **SITE A: “The Entrance Lobby of City Hall”**

The property to be leased is located in the entrance lobby of City Hall, 375 Merrimack Street, Lowell, MA 01852. Requests to view the location can be made at 978-674-4110.

The City is prepared to enter into a 3 year lease, with the option to renew for an additional 3 years on the same terms, to be exercised by the City Council and the City Manager, of the space for installation and use of a financial transaction terminal.

### **SITE B: “The Lobby of the Senior Center”**

The property to be leased is located in the first floor behind the reception desk of Senior Center, 276 Broadway Street, Lowell, MA 01854. Requests to view the location can be made with Michelle Ramalho at 978-674-4131.

The City is prepared to enter into a 3 year lease, with the option to renew for an additional 3 years on the same terms, to be exercised by the Commission and the City, of the space for installation and use of a financial transaction terminal.

### **SITE C: “The Lobby of Lowell High School”**

The property to be leased is located in the cafeteria area of Lowell High School, 50 Fr. Morissette Blvd, Lowell, MA 01852. Requests to view the location can be made with Brian Martin at 978-937-8900.

The City is prepared to enter into a 3 year lease, with the option to renew for an additional 3 years on the same terms, to be exercised by the Commission and the City, of the space for installation and use of a financial transaction terminal.

## **3.0 SUBMISSION REQUIREMENTS**

All Proposals must be submitted in sealed packages containing one original and five (5) copies of the Proposal clearly labeled with the following:

**TITLE:** PROPOSAL FOR INSTALLATION AND OPERATION OF A FINANCIAL TRANSACTION TERMINALS

**FROM:** NAME AND ADDRESS OF PROPOSER

All proposals must include the following to be considered valid:

1. **Description of Proposer**

A short description of the Proposer whether they be an individual, corporation, partnership, etc.

2. **Address of Proposer**

Mailing address of Proposer, including telephone numbers(s)

3. **Authorization to Submit Proposal**  
If the proposer is a Corporation, partnership, or other form of entity, please provide formal vote and/or authorization to submit Proposal.
4. **Evidence of Financial Ability**  
Provide information, which demonstrates to the City that the Proposer has the financial ability to purchase, install, operate and maintain the improvements and fulfill all aspects of the proposal and subsequent lease.
5. **Proposed Lease Terms**  
The Proposer must clearly state in written word and numerical form the precise terms of the proposed lease agreement, and description of the proposed improvements. Lease terms must substantially comply with Attachment A, Draft Lease Agreement. Any requested alterations to Attachment A must be clearly described in the proposal.
6. **Written and Numerical statement of Proposals**  
The Proposer must provide a financial analysis of the each proposal, including the projected value of each proposed lease terms to the City or other appropriate legislative body. Each proposal must contain individual bids for each site, as well as an overall proposal for all sites.
7. **Acknowledgment of RFP Requirements**  
All Proposers must acknowledge in writing that they fully understand and agree with the terms, conditions and requirements contained within the RFP.
8. **Executed Disclosure of Beneficial Interest Statement**
9. **Executed Tax Compliance Certificate**
10. **Written Acknowledgment of Contract Terms and Conditions Outlined in Part 6 of The RFP.**

## **4.0 GENERAL TERMS AND CONDITIONS**

### **4.1 Clarifications of Specifications**

Any request for clarification to, or relief from, the specifications, must be submitted in writing to the attention of the Chief Procurement Officer at the Purchasing Department's office no later than **ten (10) business days prior to the Due Date.**

Should the City make changes to any specification, stipulation, requirement, or procedure, notification will be made to all Bidders in the form of written Addenda. No officer, agent, or employee of the City is authorized to amend any provision contained in this IFB, including the specifications, unless such amendment is issued as an Addendum and sent to all Bidders in accordance with this Section (Clarification of Specifications). Bidder is required to acknowledge all addenda.

### **4.2 Economy of Preparation**

Proposals should be prepared simply, providing a straightforward description of the proposer's ability to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents.

### **4.3 Cost Liability**

The City of Lowell assumes no responsibility and no liability for costs incurred relevant to preparation or submission of the Proposal.

### **4.4 Revisions to the Request for Proposal**

In the event it becomes necessary to revise any part of this RFP, revisions will be provided to all who received the RFP. The City of Lowell shall bear no responsibility or liability due to copies of revisions lost in mailing or not delivered to a prospective consultant due to unforeseen circumstances.

### **4.5 Response Date**

In order to be considered for selection signed proposals should arrive at the issuing office on or before **April 23, 2104, no later than 11:00 AM** (local time). Applicants mailing proposals should allow for normal mail delivery time to ensure timely receipt of their proposals.

### **4.6 Distribution of Proposals**

In order to be considered for selection, applicants should submit a complete response to the RFP ONE ORIGINAL AND 5 COPIES of each proposal shall be made by the applicant.

### **4.7 Amendment/Modification of Proposals**

The Proposer may, at any time prior to the deadline for submission of the Proposals, amend or modify their Proposal by submitting their amendment/modification to the Chief Procurement Officer, in a sealed package containing one (1) original and five (5) copies of the amendment/modification and clearly marked with the following information:

**TITLE:** AMENDMENT/MODIFICATION TO THE PROPOSAL FOR  
INSTALLATION AND OPERATION OF FINANCIAL TRANSACTION  
TERMINALS AND BANKING CENTER

**FROM:** NAME AND ADDRESS OF PROPOSER

**4.8 Withdrawal of Proposals**

Any Proposer may withdraw its Proposal at any time prior to the deadline established in this RFP.

**4.9 Rejection of Proposals**

The City of Lowell reserves the right to reject any/or all Proposals if it determines that rejection serves the best interest of the City.

**5.0 EVALUATION CRITERIA**

The City of Lowell will evaluate all Proposals to qualify them as being responsible and responsive to the requirements of the RFP. The City of Lowell shall enter into an agreement with the Proposer who submits the proposal, which is most financially beneficial to the City based on the Statement of Proposal. If the quality and value of proposed lease is equal, the City will give preference to the Proposer who can demonstrate the strongest local presence, through regional or corporate headquarters and/or branch offices located in the City of Lowell. The Proposer who are a SUM Program Members will be given preferential treatment for this RFP. The benefits of the SUM program are noted by the Selection Committee responsible for choosing the vendor for this RFP.

**5.1 Minimum Criteria**

All proposals must address the following minimum criteria in order to be considered responsive to the RFP.

1. The proposer must establish that the proposed installation will meet the limitations of the space described in Attachment A; each site.
2. The proposer must certify that the proposed installation will provide access to the NYCE, Cirrus and/or Plus and one or more other national and/or regional switches.
3. The proposal must describe any action or requirement expected of the City to complete the proposed installation or subsequent maintenance and operation;
4. The proposer must demonstrate to the City that the Proposer has the financial ability to supply all property and items outlined in the proposal;
5. The proposer must demonstrate that the improvements will begin within thirty days of State and Federal bank licensing approval. The construction/improvements must be completed within sixty days of the City building permit and the branch bank must be operational.

6. The proposal must include specifications of the machine to be installed including exact dimensions and power requirements; the conditions of proposed lease, including rate and term; and the estimated schedule of installation, assuming a July 1, 2014 start date.

## 5.2 Additional Evaluation Criteria

### 1. The proposer operates a bank/credit union in Lowell

- a. *Highly Advantageous*: The proposer has operated a bank/credit union in Lowell for more than ten years
- b. *Advantageous*: The proposer has operated a bank/credit union in Lowell for more than one but less than ten years
- c. *Unacceptable*: The proposer has operated a bank/credit union in Lowell for less than one year.

### 2. The proposer pays competitive passbook savings account interest rates on accounts with a \$50.00 minimum balance

- a. *Highly Advantageous*: The proposer pays a passbook savings account interest rate greater than 2.5%
- b. *Advantageous*: The proposer pays a passbook savings account interest rate of 2.5%
- c. *Unacceptable*: The proposer pays a passbook savings account interest rate less than 2.5%.

### 3. The proposer offers free checking accounts for high school students 16 years old & older

- a. *Highly Advantageous*: The proposer offers free checking accounts (no service fee and no fee for checks written) with no minimum balance requirement
- b. *Advantageous*: The proposer offers free checking accounts with a minimum balance requirement of \$50.00
- c. *Unacceptable*: The proposer does not offer free checking accounts for high school students

## 5.3 Price Evaluation Criteria

The City will consider the dollar value of the proposal in its evaluation. The following criteria will be compared in order to identify the proposal, which is the most financially beneficial to the City:

- Value of educational requirements;
- ATM surcharge percentage to City;
- Branch Bank

The City reserves the right to accept or reject the overall lease proposal or the individual lease proposals for all Sites.

## 6.0 CONTRACT TERMS AND CONDITIONS

The following terms and conditions will apply to the transaction described within this RFP:

1. The selected entity agrees to sign leases with the appropriate legislative bodies in a form of agreement substantially outlined in Attachment A. Draft Lease Agreement. Any alterations to the draft lease agreement must be included in the proposal.
2. The lease of property is subject to the approval of various legislative bodies, such as Lowell City Council, Lowell School Committee.
3. The selected entity must execute a memorandum of agreement with the City of Lowell within fifteen (15) days of notice by the City of acceptance of the proposal. The City reserves the right to waive or extend this deadline.
4. The selected entity must arrange for delivery and required installation to be performed by July 1, 2014. The City reserves the right to extend this deadline.
5. The selected entity agrees to allow the City final approval over any surcharges for machine use which may be allowed by regulation.
6. The selected entity agrees to allow the City final approval over the design of any physical improvements or alterations (including signage) to City Hall Lobby included in the lease and any subsequent agreements.

**ALL PEOPLE ENTERING AND/OR WORKING ON**

**SCHOOL PROPERTY MUST BE**

**CORI CHECKED**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

\_\_\_\_\_  
Name of Person signing the bid or proposal

\_\_\_\_\_  
Name of Business

**CONFLICT OF INTEREST CERTIFICATION**

The undersigned hereby certifies that the Bidder shall comply with Massachusetts Conflict of Interest Laws, G.L. c. 268A and with the City's Conflict of Interest terms stated in Article 33 of these Contract Documents.

BIDDER'S NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder acknowledges all addenda.

ADDENDA NUMBER

DATE ISSUED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of (insert name of corporation)

Held \_\_\_\_\_ at which all the Directors

Were \_\_\_\_\_

Present or waived notice, it was voted that \_\_\_\_\_  
(name)

\_\_\_\_\_ Of this corporation, be it he or she, hereby is (corp. office)

authorized to execute bid documents, contracts and bonds in the name and on (corp. office)

behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid

document or contract or obligation in this corporation's name on its behalf under seal of the

corporation, shall be valid and binding upon this corporation.

ATTEST: \_\_\_\_\_  
(Clerk or secretary)

Place of Business: \_\_\_\_\_

I hereby certify that I am the clerk/secretary of the \_\_\_\_\_  
(Name of Corporation)

And that \_\_\_\_\_  
(Name)

is the duly elected \_\_\_\_\_ of said  
corporation,

and \_\_\_\_\_  
(Corp. office)

that the above vote has not been amended or rescinded and remains in full force and effect as  
of

the date set forth below.

ATTEST \_\_\_\_\_

(Clerk or secretary)

Date:\* \_\_\_\_\_

\*This date must be on or before the date of the Contract.