City and County of San Francisco Office of the Treasurer & Tax Collector

Request for Proposals for Armored Car Services

RFP #TTX2019-02



Date issued: Proposal due:

4/8/2019 5/13/2019

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1.0 INTRODUCTION AND SCHEDULE

1.1 Background on the City and County of San Francisco

San Francisco is the fourth largest city in California and serves as a center for business, commerce and culture for the West Coast. The City and County of San Francisco (the "City" or "CCSF"), established by Charter in 1850, is a legal subdivision of the State of California with the governmental powers of both a city and a county under California law. The City's powers are exercised through a Board of Supervisors serving as the legislative authority, and a Mayor and other independent elected officials serving as the executive authority.

The Office of the Treasurer & Tax Collector ("TTX") serves as the banker, tax collector, collection agent, and investment officer for the government of San Francisco. Its mission is to: Facilitate voluntary compliance with the tax laws of the City and County of San Francisco by simplifying all processes and procedures and by providing efficient customer service. Collect all taxes and fees due and owing to the City. Conserve all City funds, prudently investing the monies to achieve low risk, high liquidity and market yield. Promote social responsibility with paperless eco-friendly solutions for the shared environment, and advocate financial empowerment and justice for our community. The Office of the Treasurer & Tax Collector serves two basic functions for the residents of the City and County of San Francisco: 1. The collection of taxes and other revenue. TTX collects and deposits taxes and other obligations paid to the City, including business taxes, property taxes, and fees for various business licenses and permits that are required by the Municipal Code. Tax Collection units collect over \$2 billion annually. Additionally, TTX investigates and collects unreported and delinquent tax obligations. 2. The conservation and oversight of monies before disbursement. The Treasurer manages all city funds in order to gain the maximum return with low risk and high liquidity, including investing the City's portfolio of pooled funds. The Treasurer works with all City departments to ensure that funds are received, deposited, and reconciled as quickly and accurately as possible, so as to provide maximum interest and investment returns for the people of San Francisco. Additionally, TTX is the primary fiduciary and contractor for bank and non-bank financial services agreements. TTX establishes and publishes Citywide banking, cash management and payment processes, and TTX will be the Contractor's primary point of contact during the term of the agreement ("Agreement") resulting from this RFP. Because of the volume of cash handled by several departments, the Respondent will work extensively with the following two departments:

The San Francisco Municipal Transportation Agency ("SFMTA") is a department of the City and County of San Francisco responsible for the management of all ground transportation in the city. SFMTA has oversight over the Municipal Railway (Muni) public transit, as well as bicycling, paratransit, parking, traffic, walking, and taxis. SFMTA serves San Francisco by creating transportation options that are constant, practical and everywhere; connects people with their community to enhance the economy, environment and quality of life. SFMTA operates today's transportation system and work with our partners to plan the transportation system of tomorrow.

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SFMTA operates a high-volume cash business, and therefore is a significant user of banking and armored car services. Majority of the cash and coins collected by SFMTA comes from -- Parking Meters and Fare Revenue.

1.2 Intent of this Request for Proposal ("RFP")

The City seeks proposals from firms demonstrating successful experience providing armored car services. Organizations responding to this RFP ("Respondents") must have experience offering high-security, high-volume armored transport, currency processing, smart vault and change order services as described later in this document. These services will be used to assist City departments with the movement of currency, coins and checks to designated vaults and cash processing centers.

TTX leads this RFP and intends to identify the most responsive and qualified Respondent via their responses ("Proposal") to negotiate contract(s) described within this RFP. Respondents are not guaranteed a contract.

1.3 Anticipated Contract Term

The contract shall have an original term of five years, with two additional two-year options to extend the term of the agreement for four additional years, at the sole and absolute discretion of the City.

The contract total compensation for the original period is expected to not exceed \$10 million. Should the contract be extended, the annual compensation will increase at a rate similar to the per year costs of the original term. Proposers may submit proposals with greater or lesser value, and cost and reasonableness of rates will be considered as part of the evaluation.

1.4 Schedule

The anticipated schedule for selecting an armored car provider is shown in the table below. The City reserves the right to alter the schedule at any time.

Proposal Phase	Date
RFP issued by the City	4/8/2019
Deadline for submission of written questions or requests for clarification	4/15/2019
Publication of the City's response to questions or requests for clarification	4/29/2019
Respondent proposals due	5/13/2019
Product demonstrations with top 3 finalists	6/10/2019

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Proposal Phase	Date
Notice of selected Respondent	6/17/2019
Deadline for submission of protest	6/24/2019
Contract negotiations begin	6/28/2019

1.5 Contractors Unable to do Business with the City

1.5.1 Generally

Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this RFP, or in the sample terms and conditions attached.

1.5.2 Companies Headquartered in Certain States

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Proposers are hereby advised that Proposers which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator.

1.6 Minimum Qualifications

To bid for the contract, the Respondent must show that it meets the following minimum qualifications:

- Respondent is licensed, registered and authorized to offered armored car services in California;
- Respondent has at least three clients who require over 40 pick-ups per week with an average volume per pick-up of over \$100,000;
- Respondent has at least two public sector clients who require over 40 pick-ups per week with an average volume per pick-up of over \$100,000;
- Respondent can deliver currency, coin and check to vault on the same day as pick-up; as well as same-day credit to City's bank account (not applicable to SFMTA coin bins);
- Respondent has insurance coverage to cover casualty, loss or destruction of currency, monies or checks handled by the Respondent's employees or agents and property;
- Respondent can work with all of the City's banking partners, currently Bank of America,

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U.S. Bank and East West Bank; and

 Respondent commits to continue to honor contract and provide services in the event of a merger or acquisition.

Proposals should clearly demonstrate that the qualifications are met. Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the contract. If required information is complete, but the City determines that the proposer does not meet minimum qualifications, proposer may be deemed non-responsible.

2.0 SCOPE OF WORK

2.1 Scope Overview

This RFP's scope of work consists of armored car and cash handling services for the City. The RFP consists of three current initiatives and four future initiatives.

The current initiatives include:

- Pick-up and safe transport of checks, currency and coins;
- Bulk Coin Bagging (excluding coin counting); and
- Change orders.

The future initiatives are:

- San Francisco Recreation and Parks ("Rec and Parks") pick-up;
- Smart safe and currency recycler technology;
- Cannabis business currency transport services; and
- Other services needed due to technological change.

Respondents may bid on all seven services or some subset of them.

The Respondent selected through this procurement process is expected to work cooperatively with the City's current commercial banking partners. Each Respondent should demonstrate its capabilities by providing full and complete responses to the questions in Section 3.3. The City will negotiate the specific scope of services, budget, deliverables, and timeline with the highest-score Respondent selected for contract negotiation. There is no guarantee of a minimum amount of work or compensation for any Respondent selected for contract negotiations.

2.2 Armored Car Services Pick-Up Schedule

The Respondent must adhere to the following schedule for pick-up and delivery of coin, currency and checks from the following initial eighteen (18) locations within the City. Pick-up and delivery locations may be modified at any point at the discretion of TTX. The Respondent

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must notify a City representative within a reasonable period of time if a delivery cannot be completed due to traffic, vehicle breakdown or any other reason, shall waive the typical delivery fee and shall compensate the City for any loss of interest incurred. The Respondent may be excused from this provision in case the delay occurred outside of Respondent's control (e.g. natural disaster, loss of power, etc.). The Respondent shall pick-up and deliver deposits on the same day to various destinations, including but not limited to, designated banking centers, depository facilities, processing centers, cash vaults, and other City departments on a timely basis for counting and depositing such monies to the City's bank account. In addition, from time to time, the Respondent will pick-up coin and currency change orders from the cash vault and deliver to the specified City location within 24 hours.

The Respondent shall provide a description of the process for documenting receipt of each deposit, track deposits, as well as for reporting losses and resolving issues arising from their services.

The Respondent guarantee safe delivery on the same day to designated destinations, including but not limited to, designated banking centers, depository facilities, processing centers and cash vaults and shall be liable for any risk of loss or damage to any item in transport or in the custody of the Respondent. The Respondent shall purchase and maintain insurance with a reputable insurance carrier to cover casualty, loss or destruction of currency, monies or checks handled by the Respondent's employees or agents and property. The Respondent will be required to provide written proof of insurance to the City at annually.

The Respondent shall also provide a process for identifying and reconciling discrepancies in weights or amounts of currency and provide the City with a dedicated customer service representative who can assist the City with inquiries and issues as they arise.

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Table of Pick-Up Schedules

Agency	Address	Business Hours	Pick-Up Days	Pick-Up Times	Average Deposit
San Francisco Treasurer's Office	1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102	8am-5pm PT	Monday through Friday	2-4pm PT	\$827,000
San Francisco Building Inspection	1660 Mission St. San Francisco, CA 94103	8am-5pm PT	Monday through Friday	11am-1pm PT	\$100,000
San Francisco Public Utilities Commission	525 Golden Gate Ave. San Francisco, CA 94102	8am-5pm PT	Monday through Friday	2-4pm PT	\$160,000
San Francisco Public Library	100 Larkin St. Room 660 San Francisco CA, 94102	8am-5pm PT	Thursday	12:30-2:30pm PT	\$9,300
San Francisco Municipal Transportation Authority*	1. S. Van Ness Ave. San Francisco, CA 94103	8am-5pm PT	Monday through Friday	3-5pm PT	\$167,000
San Francisco Municipal Transportation Authority*	Parking Meters 2200 Jerrold Ave., Unit M, San Francisco, CA 94124	8am-5pm PT	Monday through Friday	3-5pm PT	\$43,000
San Francisco Human Services Agency	170 Otis St. San Francisco, CA 94101	8am-5pm PT	Last 2 business days of the month and first 4 business days of the next month	10:30am- 12:30pm PT	\$3,500
San Francisco Human Services Agency	3120 Mission St. San Francisco, CA 94103	8am-5pm PT	Last business day of the month and first 3 business days of the next month	10:30am- 12:30pm PT	\$5,500

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Agency	Address	Business Hours	Pick-Up Days	Pick-Up Times	Average Deposit
San Francisco Police Department	1245 3 rd St. Room 615 San Francisco, CA 94103	8am-5pm PT	Friday	9-11am PT	\$500
San Francisco General Hospital	1001 Potrero Ave. San Francisco, CA 94110	8am-5pm PT	Monday through Friday	10:30am- 12:30pm PT	\$147,000
Castro Mission Health Center	3850 17 th St. San Francisco, CA 94114	8am-5pm PT	Tuesday	1-3pm PT	\$500
Maxine Hall Health Center	1301 Pierce St. San Francisco, CA 94115	8am-5pm PT	Wednesday	8:30am-10:30am PT	\$500
Chinatown Health Center	1490 Mason St. San Francisco, CA 94133	8am-5pm PT	Wednesday	9-11am PT	\$500
City Clinic	356 7 th St. San Francisco, CA 94103	8am-5pm PT	Wednesday	12-2pm PT	\$1,000
Ocean Park Health Center	1351 24 th Ave. San Francisco, CA 94122	8am-5pm PT	Wednesday	9-11am PT	\$500
San Francisco Laguna Honda Hospital	357 Launa Honda Blvd. Room #P123 San Francisco, CA 94116	8am-5pm PT	Wednesday and Friday	9-11am PT	\$58,000
Silver Avenue Family Health Center	1525 Silver Ave. San Francisco, CA 94134	8am-5pm PT	Tuesday	9-11am PT	\$500
Asian Art Museum	200 Larkin Street, San Francisco, CA 94102 s about MTA pick-ups below.	8am-5pm PT	Wednesday	10am-12pm PT	\$5,000 (2 deposit destinations)

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2.3 Bulk Coin Bagging for Counted Coins in Bins

As part of the armored car services pick-up outlined in Section II(A), Respondent will also be responsible for picking up coins placed in specialized bins from the two listed locations, SFMTA Fare Revenue at One South Van Ness, San Francisco, CA 94103 and from SFMTA Parking Meters Coin Processing Facility at 2200 Jerrold Ave., San Francisco, CA 94124.

Fare Revenue collects \$15,000 to \$20,000 in coins per day, while Parking Meters collects \$30,000 to \$45,000, which are included in the Average Deposit outlined in Section II(A) for SFMTA.

Respondent's scope of work for Bulk Coins will include:

- Pick-up of specialized coin bins from two SFMTA locations;
- Bagging of the coins placed in bins into approved deposit bags by the City's banking institution; and
- Delivery and deposit of bagged coins to City's banking institution (designated cash vault) within the timeframe required by the City.

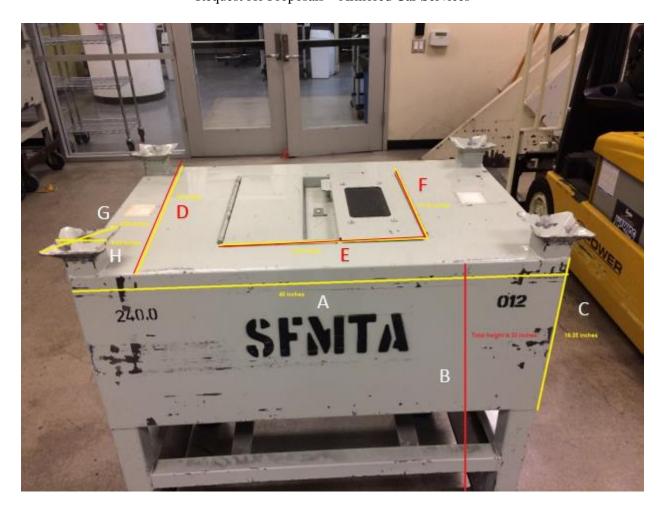
Respondent shall describe their whole bulk coin bagging process, including verification of total weight and value of the coin bins received and reconciliation with SFMTA, which should be within the predetermined weight tolerance approved and agreed upon by both parties. Respondent shall be responsible for resolving any discrepancies that may arise between recorded coin totals and deposited bank cash vault totals.

At the same time, Respondent is required to have a facility equipped with appropriate controls and video surveillance.

2.3.1 Coin Bin Requirements

SFMTA's coin bins have the following dimensions:

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Coin Bin Dimensions: A = 40 inches; B=32 inches; C=16.25 inches; D=26 inches; E=18.5 inches; F=17.75 inches; G=6.25 inches and H=4.25 inches

SFMTA Fare Revenue owns a total of seventeen (17) bins, where four (4) bins are picked up from Tuesday through Friday and five (5) on a Monday. Empty bins are expected to be brought back by the Respondent from the Cash Vault daily from Monday to Friday. Respondent shall be held responsible for any damage to SFMTA's coin bins while performing contracted services specified in this RFP.

SFMTA Parking Meters will need to lease at least 8 coin bins with the specified dimensions. The location needs a total of four (4) bins daily for their coin counting operations. The Respondent is required to provide four (4) empty coin bins when they pick up the filled coin bins.

2.3.2 Pick-Up Location Requirements

For SFMTA's One South Van Ness location, the armored truck would need to enter the garage on the Van Ness side. The height restriction is 9 feet and 6 inches.

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Meanwhile, SFMTA Parking Meters has no loading dock, so a hydraulic fork lift (available on site) and/or pallet jacks are used to lift and move applicable coin receptacle.

2.3.3 Daily Reporting Requirements

CCSF is requiring Respondent to provide the following reports to facilitate daily reconciliation of coin collection between SFMTA and Respondent and/or banking institution:

- Daily Reconciliation Report: contains declared values by SFMTA on collection day and Respondent's weighted value and corresponding dollar value of bins. A Final Reconciliation Report is required in case values are out-of-tolerance and if adjustments or re-sorting are made. Other reports may be required by CCSF from time-to-time. Reports and reconciliation forms should be separated by Departments/Locations.
- Transfer Details: Bin/Seal numbers, values and weights picked up by Respondent each day at SFMTA location, acknowledged and signed by both parties
- Bin Skid Details: scale receipt of bin weight results from Respondent
- Final Deposit Manifest: Copy of the Completed Deposit Slip and detailed breakdown of quantity and values of prepared coin bags delivered to cash vault. Manifest needs to be acknowledged by Respondent and Cash Vault personnel

2.4 Change Order Requirements

The City offers Respondent the opportunity to bid on providing change to City departments.

Respondent shall provide a description of their Change Order Services and pricing.

Future City Initiatives

2.5 Rec and Parks Pick-Ups

San Francisco Rec and Parks operates parks across the City. As part of its operations, it runs swimming pools, golf courses and restaurants, many of which require armored car pick-up services. It currently has nine swimming pools utilizing Nevada-type casino cash boxes with a 2 key system. These boxes must be picked up, replaced and delivered to a main office to be counted and deposited. The pick-up schedule varies by location but ranges from one day to three days per week.

Additionally, Rec and Parks has four other locations with standard service, where an armored car picks up and delivers deposits to the Bank of America vault. These four locations have either a 5-day or 7-day per week schedule.

Details about the picks-ups are in the table below:

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Rec and Parks Pick-Up and Delivery Schedule

Location	Address	Schedule			
Cash Box Pick-Ups					
Balboa Pool	San Jose Ave & Havelock San Francisco, CA 94112	Monday/Thursday			
Coffman Pool	1701 Visitacion Ave San Francisco, CA 94134	Tuesday/Friday			
Garfield Pool	26th & Harrison St San Francisco, CA 94110	Monday/Thursday			
Hamilton Pool	Geary & Steiner St San Francisco, CA 94115	Monday/Wednesday/Friday			
King Pool	3rd & Armstrong San Francisco, CA 94124	Wednesday			
Mission Pool	101 Linda St San Francisco, CA 94110	Tuesday			
North Beach Pool	651 Lombard St San Francisco, CA 94133	Wednesday/Friday			
Rossi Pool	Arguello & Anza San Francisco, CA 94118	Wednesday			
Sava Pool 19th Ave & Wawona St San Francisco, CA 94116 Monday/W		Monday/Wednesday/Friday			
S	Standard Pick-Ups and Deposi	ts			
Japanese Tea Garden	75 Hagiwara Tea Garden Dr, San Francisco, CA 94118	Monday through Sunday			
McLaren Lodge 501 Stanyan St, San Francisco, CA 94117 M		Monday through Friday			
Lincoln Park Golf	300 34th Ave, San Francisco, CA 94121 Monday through Friday				
Sharp Park Golf 2600 Francisco Blvd Pacifica, CA 94044		Monday through Sunday			

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2.6 Smart Safe and Money Recycler Solutions

The City seeks solutions to help ease the burden of this cash collection, delivery and deposit, via smart safes and money recyclers. This solution could potentially supplement current armored car practices or could supplement the pick-up and delivery schedule. The City requests that Respondents describe pricing and offer a plan for how its smart safe and money recycler solutions could assist the City with its cash collection duties.

2.7 Cannabis Business Cash Collection and Solution

In November 2016, California voters approved Proposition 64 legalizing the production, distribution, sale and possession of adult recreational cannabis. Because cannabis is still illegal under federal law, cannabis businesses are largely excluded from the traditional banking system, conducting most of their business in cash. It is more difficult, costly and risky for state and local government agencies to collect taxes and fees from cash-only businesses like cannabis retailers. Accordingly, the City seeks proposals from Respondents for solutions to assist in the collection of cash for taxes, fees and other payments from cannabis (and other pricing cash-heavy) businesses. Respondent to provide pricing, services and implementation plan.

2.8 Other Services Pertaining to Cash and Currency Handling Which May Be Needed Due to Technological Changes

In the future, the City may have a need for Other Currency and Cash Handling Services which may be due to changes in technology. The City requests that Respondents describe their services and solutions as they relate to technological changes as well as the pricing for these solutions and offer a plan for how these services could assist the City with its cash collection duties.

3.0 <u>SUBMISSION REQUIREMENTS</u>

3.1 Time and Place for Submission of Proposals

Proposals must be received by 5:00 p.m., on May 13, 2019. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered electronically via USB stick, or delivered in person and left with the Reception Desk at City Hall, Room 140, or mailed to:

2019-02 Armored Car Services RFP Attn: Evelyn Mora Office of the Treasurer and Tax Collector City and County of San Francisco City Hall, Room 140 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4638

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For hardcopy deliveries, Proposers shall submit five (5) copies of the proposal in a sealed envelope clearly marked RFP #TTX2019-02 Armored Car Services to the above location. Proposals that are submitted by fax or email will not be accepted. Late submissions will not be considered.

3.2 Format

3.2.1 Hardcopy

Place proposals in three-ring binders for the review panel. Please use recycled paper that is comprised of minimum of 20% post-consumer materials and print double-sided to the maximum extent practical. Please do not bind your proposal with a spiral binding, glued binding, or anything similar. You may use tabs or other separators within the document.

For word processing documents, the department prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial), and that pages have margins of at least 1" on all sides (excluding headers and footers).

Please include a Table of Contents.

3.2.2 Electronic

Submit an electronic version of the proposal on a USB stick.

3.3 Content

Firms interested in responding to this RFP must submit the following information, in the order specified below: Your proposal shall not exceed 35 pages. The page maximum does not include brochures, literature and demonstrations and the attached Appendices C through E which much be completed. These additional items are welcome but should not be submitted in lieu of responding to the requested information in the RFP. For this RFP proposers must submit the following information, in the order specified below:

3.3.1 Introduction and Executive Summary (up to five pages)

Submit a letter of introduction with a brief description of your firm, experience in the industry, and number of years providing armored solutions to federal, state or local governments as well as executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

3.3.2 Project Approach (up to fifteen pages)

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Describe the services and activities that your firm proposes to provide to the City. Include the following information:

- A description of the City's intent and objectives and the approach to achieving those
 objectives, and in particular a clear statement of which of five objectives the RFP
 responds to;
- A plan for how to manage the collection and delivery of coin and currency for the pickups outlined above in Section 2,2, and a plan for how to fulfill objectives outlined in Section 2.3-2.8;
- Any operating rules and/or procedures and limitations on the services requested;
- Transportation procedures around holidays that the company observes (if any);
- Detail security procedures for picking up, transporting and delivering large amount of currency, including identity verification procedures;
- A process for receipting each deposit;
- A process for reporting issues that arise in transport as well as problem resolution;
- A process for identifying and reconciling discrepancies in weights or amounts of currency;
- Protocol for when the daily schedule cannot be completed due to traffic, vehicle breakdown or other reasons;
- Any plans to subcontract any of the services;
- Ability to adjust to changes in pick-up location or schedule;
- Customer service operation, procedures, hours of operation, turnaround/response times and staffing, including provision of a dedicated customer service representative;
- Transition plan if awarded this contract under the RFP, including timeline and project plan for implementation;
- Number of trucks that service San Francisco currently;
- Average length of time for a pick-up with a volume of cash equivalent to the City's;
- Service hours; and
- Details on invoicing terms.

3.3.3 Firm Qualifications (up to five pages)

Provide information on your firm's background and qualifications which addresses the following:

- Name, address, and telephone number of a contact person;
- A brief description of your firm, including firm's history, ownership, organizational and legal structure;
- A description of not more than four projects similar in size and scope prepared by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. If joint consultants or sub-consultants are proposed provide

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the above information for each.

- A statement of your firm's alcohol, substance abuse and firearms policy;
- A brief description of your firm's hiring standards (including background checks, drug testing etc.);
- Detailed information about any lawsuits, liens, restraining orders, foreclosures or any other legal/financial actions pending, in progress, or which have been brought against your company in the last five years;
- Copies of all licenses, permits and registrations required by federal, state, local regulations, rules and statutes (not included in page limit);
- Firm financial statements for 2 years to document stability of business and financial strength (not included in page limit);
- Describe any ongoing acquisition or merger plans and intention to honor existing contracts and serve clients should any acquisition or merger occur; and
- Certificate of insurance (not included in page limit).

3.3.4 Team Qualifications (up to three pages)

Provide a list identifying: (1) each key person on the project team, (2) the project manager, (3) dedicated customer service representative for day-to-day operations; (4) the role each will play in the project, and (5) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.

Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary.

3.3.5 References (up to four pages)

Provide references for the projects that comprise your minimum qualifications. Proposer's references will be used to confirm and verify that proposer has met the minimum qualifications. Provide references for armored car services, preferably for federal, state or local governments equal in size or larger than the City and County of San Francisco that have implemented your solution within the last five (5) years. The references should include the name, address, telephone number, email address of at least two but no more than four recent clients (preferably other public agencies). Please also include the dates of engagement for the references as well as the total number of pick-ups per week and the total currency transported per week.

By including these references, proposers are representing that the references are familiar with proposer's work and experience, and references will be truthful in any representations.

3.3.6 Price Proposal (up to four pages)

The City intends to award this contract to the firm that it will provide the best overall program

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services. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

For all pricing proposals, please indicate the guaranteed number of years the proposal applies to, standard indexes used to increase prices yearly as well as contingencies that could change pricing (e.g. increase in gas prices). In the event of price changes, please describe how any changes to pricing are calculated and communicated to the City.

a) Pricing for Armored Car Pick-Up and Delivery

Provide a cost per pick-up for all of the City's pick-up and delivery services – pricing should be inclusive and include all labor, material and equipment necessary for all tasks listed in this RFP. If any pick-ups will cost more than the standard cost, please fully describe the excess charges.

b) Pricing for Coin Counting Verification & Bagging

Please outline the costs associated with coin counting verification and bagging.

c) Pricing for Change Orders

Please outline the costs associated with change orders.

d) Pricing for Rec and Parks Pick-Ups

Please outline the costs associated with Rec and Park pick-ups.

e) Pricing for Smart Safes & Money Recyclers

Please outline the costs associated with Respondent's solution for smart safes and money recyclers.

f) Cannabis Businesses Currency Collection

Please outline the costs associated with Respondent's solution for cannabis businesses' currency collection.

g) Other Services Due to Technological Change

Please outline the costs associated with Respondent's solution for other services which may be needed due to technological changes.

3.3.7 Minimum Qualifications, Requirements Matrix and Cost Worksheet (Appendices C through E)

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Attached to this RFP are three excel spreadsheets with questions that must be fully filled out by Respondents. Appendix C outlines the minimum qualifications and requires Respondents to answer "satisfies," or "does not satisfy" for each requirement and also offers opportunity for comments. Appendix C also requires Respondent to provide contact information for references. Appendix D is a requirements matrix which outlines requirements for each product above and outline whether the Respondent can meet the requirement, with "yes, or" "no" answers as well as a section for comments. Lastly, Appendix E is a cost worksheet which requires the Respondent to outline any implementation costs as well as yearly costs for various products as well as assumptions, excess charges and triggers for price changes.

3.3.8 Certification of Headquarters in Accordance with Administrative Code Chapter 12X.

Proposals should contain the following statement:	"I certify that my company is headquartered at
the following address	I will notify the City if my company's
headquarters moves."	

4.0 EVALUATION AND SELECTION CRITERIA

4.1 Minimum Qualifications

In order to be considered responsive to this RFP, a Respondent must satisfy all of the minimum qualification items listed below and in Appendix C. Proposals should clearly demonstrate that the qualifications are met. Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the contract. If required information is complete, but the City determines that the proposer does not meet minimum qualifications, proposer may be deemed non-responsible.

- Respondent is licensed, registered and authorized to offered armored car services in California:
- Respondent has at least three clients who require over 40 pick-ups per week with an average volume per pick-up of over \$100,000;
- Respondent has at least two public sector clients who require over 40 pick-ups per week with an average volume per pick-up of over \$100,000;
- Respondent can deliver currency, coin and check to vault on the same day as pick-up; as well as same-day credit to City's bank account (not applicable to SFMTA coin bins);
- Respondent has insurance coverage to cover casualty, loss or destruction of currency, monies or checks handled by the Respondent's employees or agents and property;
- Respondent can work with all of the City's banking partners, currently Bank of America, U.S. Bank and East West Bank:
- Respondent commits to continue to honor contract and provide services in the event of a merger or acquisition.

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4.2 Selection Criteria

The proposals may be evaluated by a selection committee comprised of parties with expertise in armored car services. The City intends to evaluate the proposals generally in accordance with the criteria itemized below. Up to three of the firms with the highest scoring proposals may be interviewed by the committee to make the final selection.

- Quality and completeness of the Proposal;
- Quality, performance and effectiveness of services to be provided by the Respondent
- Respondent's experience, including experience of staff to be assigned to this project, projects of similar scope and complexity;
- Cost to the City (note: RFP price alone will not be the sole determining factor);
- Quality of references provided;
- Additional features such as customer service support, ease of use of online portal;
- Respondent's prior record of performance (including safety record) with City or other clients; and
- Respondent's compliance with applicable laws, regulations, policies, guidelines.

The City reserves the right to reject any or all Proposals and to determine which Proposal is, in the City's judgment, the most responsive.

4.2.1 Overall Evaluation Process

The evaluation process will consist of the phases specified below with the following allocation of points.

Evaluation Phase	Maximum Points
Screening of Minimum Qualifications	Pass/Fail
Written Proposal	40
Requirements Matrix	25
Price	30
Oral Interview	30
TOTAL	125

a) Screening of Minimum Qualifications (pass/fail)

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Each proposal will be reviewed for initial determinations on whether Proposer meets minimum qualifications referenced in Section 1.6 and 4.1 of this RFP. Proposals will not be scored during the screening of Minimum Qualifications. This screening is simply a pass or fail determination as to whether the proposer has met the minimum qualifications. A proposal that fails to meet the minimum qualifications will not be eligible for consideration in the evaluation process. The City reserves the right to request clarifications from proposers prior to rejecting a proposal for failure to meet the minimum qualifications. Clarifications are limited exchanges between the City and Proposer for the purpose of clarifying certain aspects of the proposal and will not provide a proposer the opportunity to revise or modify its proposals. Only proposals that meet the minimum qualifications can proceed to the next evaluation phases.

b) Written Proposal Evaluation (40 points)

The proposals will be evaluated by a selection committee comprised of parties with expertise in the needed services. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

- Project Approach
 - o Understanding of the project and the tasks to be performed, etc.; and
 - o Reasonableness of work schedule and project approach.
- Firm Qualifications & Assigned Project Staff
 - Expertise of the firm and sub-consultants in the fields necessary to complete the tasks;
 - Recent experience of staff assigned to the project and a description of the tasks to be performed by each staff person;
 - o Professional qualifications and education; and
 - o Workload, staff availability and accessibility.

References

- Quality of recently completed projects, including adherence to schedules, deadlines and budgets; and
- o Experience with similar projects.

c) Requirements Matrix (25 points)

Appendix D - Requirements Matrix addresses the requirements for armored truck services. Proposers are encouraged to respond to each requirement in detail.

d) Price Proposal (30 points)

The City intends to award this contract to the firm that it considers will provide the best overall services. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

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For pick-up and delivery services (described in Section 2.2, the Price Proposal score will be determined by the equation below and will be based on the total price proposal: Score = (Lowest Proposed price / Proposer's price) x (max Price points possible).

For all other sections, the City will compare costs using objective criteria.

e) Oral Interview (30 points)

Following the evaluation of the written proposals the proposers with the top three (3) scores will be invited to present an Oral Presentation. It is preferred that the demonstration does not exceed 60 minutes. The three proposers will each be tasked with demonstrating specific features of the proposed services to the evaluation panel. Proposers should confirm ahead of time if the demonstration will be on-site or remote (i.e. Webex) so arrangements can be made by the department.

For the Oral Presentation, Proposers should prepare to present solutions and discuss and answer questions for armored car topics including, but not limited to:

- Prior transportation experience for clients and volumes comparable to those presented in this RFP;
- Current workflow and capacity to serve the City;
- Security and staffing protocols; and
- Customer service and responsiveness (including turnaround, web portals etc.).

5.0 CONTRACT AWARD

5.1 Contract Award

TTX will select a proposer with whom TTX staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time TTX, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

6.0 TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

6.1 Errors and Omissions in the RFP

Proposers are responsible for reviewing all portions of this RFP, including its attachments and templates. Proposers are to notify TTX promptly, in writing, if Proposers discover any ambiguity, discrepancy, omission, or other error in the RFP and its related documents. Any such

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notification should be directed to TTX promptly after discovery, but in no event later than 72 hours prior to the date that proposals are due. Modifications and clarifications will be made by addenda as provided below.

6.2 Inquiries Regarding the RFP

Proposers shall submit all questions concerning this Request for Proposal, its scope of services and its requirements in writing by email only during the Question and Answer Period, ending April 15, 2019, no later than 5:00PM PST. These questions should be directed to: evelyn.quizon-mora@sfgov.org and should reference RFP #TTX2019-02. Questions and Answers will be posted publicly.

6.3 Objections to the RFP Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this RFP and/or its related documents, the Proposer must, no less than 72 hours prior to the RFP deadline, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

6.4 Change Notices

The Department may modify the RFP, prior to the proposal due date, by issuing an Addendum to the RFP, which will be posted on the website. The Proposer shall be responsible for ensuring that its proposal reflects any and all Bid Addendum(s) issued by the Department prior to the proposal due date, regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the proposal due date, to determine if the Proposer has downloaded all Bid Addendum(s). It is the responsibility of the Proposer to check for any Addendum, Questions and Answers, and updates, which will be posted on the City's Bid and Contracts website: http://sftreasurer.org/requests-proposal.

6.5 Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 180 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At the Proposer's election, the proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

6.6 Revision of Proposal

A Proposer may revise a proposal on the Proposer's own initiative at any time before the deadline for submission of proposals. The Proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before, but no later than, the proposal due date and time.

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In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any Proposer.

At any time during the proposal evaluation process, the Department may require a Proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

6.7 Errors and Omissions in Proposal

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

6.8 Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

6.9 Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Proposer is prohibited from making contributions to:

- The officer's re-election campaign
- A candidate for that officer's office
- A committee controlled by the officer or candidate

The negotiation period begins with the first point of contact, either by telephone, in person, or in

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writing, when a contractor approaches any City officer or employee about a particular contract, or a City officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a City officer or employee to promote himself or herself as a candidate for a contract; and (2) a City officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- Criminal: Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- Civil: Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
- Administrative: Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

6.10 Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

6.11 Public Access to Meetings and Records

If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L

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submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

6.12 Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure
- Reject any or all proposals
- Reissue a Request for Proposals
- Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals
- Procure any materials, equipment, or services specified in this RFP by any other means
- Determine that no project will be pursued

6.13 No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.

6.14 Local Business Enterprise Goals and Outreach

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance") shall not apply to this RFP.

7.0 <u>CONTRACT REQUIREMENTS</u>

7.1 Standard Contract Provisions

The successful Proposer will be required to enter into a contract substantially in the form of the Appendix B – Sample Professional Services Agreement (Form P-600). Failure to execute the contract in a timely manner, or to furnish any and all insurance certificates and policy endorsements, surety bonds, or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

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7.2 Nondiscrimination in Contracts and Benefits

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at http://www.sfgov.org/cmd.

7.3 Minimum Compensation Ordinance (MCO)

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at http://sfgov.org/olse/minimum-compensation-ordinance-mco.

7.4 Health Care Accountability Ordinance (HCAO)

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at http://sfgov.org/olse/health-care-accountability-ordinance-hcao.

7.5 First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then the First Source Hiring Program (FSHP) may apply, as set forth in S.F. Administrative Code Chapter 83. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the

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web at http://oewd.org/first-source and from the First Source Hiring Administrator, (415) 701-4848.

7.6 Conflicts of Interest

The successful Proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful Proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Proposer that the City has selected the Proposer.

8.0 PROTEST PROCEDURES

8.1 Protest of Non-Responsive Determination

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure, or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

8.2 Protest of Non-Responsible Determination

Within five working days of the City's issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive Proposer may submit a written notice of protest. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The vendor will be afforded an opportunity to rebut such adverse evidence and will be permitted to present evidence that the vendor is qualified to perform the contract. Such notice of protest must

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be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsibility. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure, or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

8.3 Protest of Contract Award

Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another Proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

8.4 Delivery of Protests

All protests must be received by the due dates specified. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the dates that the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered as follows:

E-mail: evelyn.quizon-mora@sfgov.org

Mail: 2019-02 Armored Car Services RFP

Attn: Evelyn Mora

Office of the Treasurer & Tax Collector

City & County of San Francisco

City Hall - Room 140

1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102