



STATE OF FLORIDA  
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

March 6, 2018

With this sheet you have received solicitation documents for the **following**:

Solicitation Number: **DHSMV-ITB-018-18**  
Title of Bid (items solicited): **Armored Car Services**  
Commodity Code(s): **92121800 Armored Car Services and Money Transport  
92121801 Armored Car Service  
92121802 Money Transport Service**

Date and Time Bids are Due: **April 3, 2018; no later than 3:00 p.m., EST**



Department of Highway Safety and Motor Vehicles  
Neil Kirkman Building, Room B412, Mail Station 31  
2900 Apalachee Parkway  
Tallahassee, Florida 32399-0524

**It is important that Bidders monitor the Vendor Bid System (VBS) for any changes to this solicitation. It is the responsibility of the Bidder to check the VBS for new or changing information.**

To receive information on DHSMV solicitations 24 hours a day, 7 days a week, visit the Vendor Bid System at [http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form)

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Forms and Exhibits:

- FORM 1 – BIDDER CONTACT INFORMATION
- FORM 2 – BIDDER QUALIFICATION QUESTIONS
- FORM 3 – PRICE SHEET
- FORM 4 – PAST PERFORMANCE AND EXPERIENCE – CLIENT REFERENCES
- Exhibit 1 – MONTHLY MBE DV REPORT
- Exhibit 2 – FACILITIES OFFICE LIST

## SOLICITATION INTRODUCTION

Listed below are important things to keep in mind when responding to a solicitation for the Florida Department of Highway Safety and Motor Vehicles.

- A. Read the entire document.** Note critical items such as: mandatory requirements; bond(s) requirements (bid, performance and/or damages); sample(s) required; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; and contract requirements (e.g., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
- B. Note the Procurement Officer's name, address, phone number(s) and e-mail address.** This is the only person you are allowed to communicate with regarding the solicitation and is an excellent source of information for any questions you may have.
- C. Attend the pre-bid conference, if one is scheduled.** See Section 2.4 CALENDAR OF EVENTS. Pre-bid conferences are scheduled as-needed.
- D. Take advantage of the “question and answer” period.** Submit your questions to the Procurement Officer by the due date listed in Section 2.4 CALENDAR OF EVENTS, and view the answers given in the formal “addenda” issued for the solicitation. Also, see Section 2.6 ADDENDA.
- E. Follow the format required in the Solicitation** when preparing your bid submittal. Provide point-by-point responses to the required sections in a clear and concise manner and do not skip or miss sections.
- F. Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee (if applicable) will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The bids are reviewed based solely on the information and materials provided in your bid submittal.
- G. Use the forms provided.** For example: Certification forms; Price Bid forms; Savings/Discount/Price Reduction; Customer References; etc., if any are included in this solicitation.
- H. Review and read the solicitation document again** to make sure that you have addressed all requirements. Your original bid submittal and the requested copies must be identical and be complete. At least one copy must bear an original signature.
- I. Submit your bid submittal on time.** Note all of the dates and times listed in the Calendar of Events and within the document, and be sure to submit all required items on time. Faxed, emailed or late bid submittals are never accepted.

## 1.0 PURPOSE AND GENERAL OVERVIEW

### 1.1 PURPOSE

The Department of Highway Safety and Motor Vehicles (Department) is issuing this Invitation to Bid (ITB) to establish a contract with a vendor who can provide Armored Car Services, including, but not limited to, the following: pick-up and delivery, secure transport of sealed bags containing checks, cash, and coin deposits from various designated office sites for delivery to designated depository institution, Monday through Friday, excluding state-observed holidays. Pick-up will be made at five (5) Broward and eight (8) Miami-Dade County offices as defined in Exhibit 2. Office locations throughout the term of the contract may be added or deleted as required by the Department.

### 1.2 DEFINITIONS

- A. **Armored Car:** An armor-plated vehicle (typically, a truck) with strong doors and locks used to transport money or valuables.
- B. **Authorized Representative:** The owner, corporate officer, or director of the Vendor authorized to legally bind it in a contractual obligation. A document establishing delegated authority must be included with the bid submission, if signed by other than the Authorized Representative.
- C. **Bid:** All information and materials submitted by a Bidder in response to this solicitation.
- D. **Business Day:** Any day in which normal business is conducted, typically Monday through Friday, 8am- 5pm, excluding state-observed holidays.
- E. **Contract:** A formal written agreement that may be required to be executed by the Successful Bidder and the Department containing all terms and conditions applicable to any purchase to be made as a result of this ITB. The terms “contract” and “purchase order” are intended to be used interchangeably herein. (NOTE: Whether a contract is required in addition to issuance of a purchase order will depend upon the amount and nature of the purchase.)
- F. **Contract Manager:** The employee designated by the Department who will be responsible for enforcing performance of the contract terms and conditions and serve as a liaison with the contractor.
- G. **Contractor:** The Bidder who is awarded a contract by the Department as a result of this solicitation.
- H. **Day:** A calendar day, unless otherwise specified.
- I. **Department:** Department shall be synonymous with the Department of Highway Safety and Motor Vehicles.
- J. **Fidelity Bond:** A fidelity bond is a form of insurance protection that covers the vendor and the department for losses that they may incur as a result of fraudulent acts by specified individuals and/or losses caused by the dishonest acts of employees.

- K. **ITB:** Invitation to Bid.
- L. **Office Manager:** The employee designated by the Department who will serve as the primary point of contact at each Department office identified in Exhibit 2 of the ITB.
- M. **Purchase Order:** The purchasing document memorializing and/or incorporating the terms and conditions of the purchase issued by the Department via the eProcurement system. See PUR Form 1000, paragraph 2. (Note: The terms “purchase order” and “contract” are intended to be utilized interchangeably herein, although a purchase order is not “executed” by the parties.)
- N. **State:** State shall be synonymous with the Department of Highway Safety and Motor Vehicles.
- O. **Subcontractor:** Any person, other than an employee of the contractor, who performs any of the services listed in this solicitation for compensation paid by the Contractor. See solicitation to determine whether subcontracting is permitted.
- P. **Successful Bidder:** The Bidder submitting the lowest responsive and responsible bid selected for award by the Department.
- Q. **Vendor:** Any firm or person who submits a bid to the Department in response to this solicitation. (NOTE: The terms “Bidder,” “Vendor” and “Contractor” may be utilized herein interchangeably.)

Also see links provided in this solicitation for additional definitions in PUR 1000, Paragraph 1, and PUR 1001, Paragraph 1.

### 1.3 PROCUREMENT OFFICER

The Procurement Officer, acting on the behalf of the Department, is the sole point-of-contact with regard to all procurement matters relating to this solicitation. All questions and requests for clarification are to be directed to:

Glenn Mulvaney  
Bureau of Purchasing and Contracts  
Florida Department of Highway Safety and Motor Vehicles  
Neil Kirkman Building, Room B412, Mail Station 31  
2900 Apalachee Parkway  
Tallahassee, Florida 32399-0524  
850-617-3180  
[GlennMulvaney@flhsmv.gov](mailto:GlennMulvaney@flhsmv.gov)

Subsection 287.057(23), Florida Statutes (Fla. Stat.), requires that “Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting of the Notice of Intended Award (excluding Saturdays, Sundays, and state holidays), any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

## 1.4 TERM

The contract term shall be for a period of three (3) years from the date of issuance of the purchase order, unless terminated earlier by the Department under the terms provided herein, with the option to renew for a period of up to three (3) years.

The dates indicated on FORM 3 – PRICE SHEET and/or in Section 3 are anticipated and should not be construed as the actual term dates of the resultant contract. Renewal may be structured as a single three (3) year term, three (3) one (1) year terms, or any combination totaling no more than three (3) years. Exercise of the renewal option is at the Department's discretion and will be contingent upon satisfactory service and subject to annual appropriation by the State Legislature (See, subsection 287.057(13), Fla. Stat.).

The Department will issue a purchase order to the Successful Bidder in order to enter the purchase into the state's accounting and purchasing databases. The Department may also require the Successful Bidder to execute a formal contract document that will be incorporated in and attached to the purchase order.

Pursuant to section 216.0113, Fla. Stat., the Department shall review existing contract renewals and re-procurements with the Contractor in an effort to reduce contract payments by at least three percent (3%), but not affect the level and quality of services.

## 2.0 ITB PROCESS OVERVIEW

### 2.1 GENERAL OVERVIEW

The ITB is a method of competitively soliciting a commodity or contractual service under paragraph 287.057(1)(a) Fla. Stat., and awarding a contract to the Bidder submitting the lowest (cost) responsive and responsible bid (i.e., Successful Bidder). The Department posts an ITB on the State of Florida's Vendor Bid System (VBS) to initiate the solicitation process.

### 2.2 BIDDER QUESTIONS

Questions related to this ITB must be received in writing, via email, by the Procurement Officer listed in Section 1.3 PROCUREMENT OFFICER above, within the time indicated in Section 2.4 CALENDAR OF EVENTS. **Questions must reference DHSMV-ITB-018-18 in the subject line of the e-mail.**

Responses to questions will be posted on the VBS on or about the date referenced in Section 2.4 CALENDAR OF EVENTS. Also, see Section 2.6 ADDENDA.

Note: The Department reserves the right to respond to late-submitted questions if to do so is in the state's best interest (e.g., the question identifies inconsistent terms that could negatively impact service delivery or pricing).

### 2.3 BID OPENING

The Department will hold a public opening of the bids at the date, time and location indicated in Section 2.4 CALENDAR OF EVENTS.

## 2.4 CALENDAR OF EVENTS

The table below contains the Calendar of Events for this solicitation. Bidders should become familiar with the Calendar of Events. The dates and times within the Calendar of Events may be subject to change. It is the Bidder's responsibility to check for any changes. All changes to the Calendar of Events will be through an addendum to the solicitation. Bidders are responsible for submitting all required documentation by the dates and times indicated below (Eastern Standard Time). The Department will not consider late documents.

DATE	TIME	ACTIVITY
March 6, 2018		Solicitation issued.
March 13, 2018	3:00 p.m.	All questions and/or proposed changes to the solicitation must be submitted in writing to the Procurement Officer. (See, Section 2.2 BIDDER QUESTIONS)
March 20, 2017		<u>Anticipated</u> date that responses to written inquiries and proposed changes, if required, will be posted on the VBS.
April 3, 2018	3:00 p.m.	Bids are due.
April 3, 2018	3:30 p.m.	Public Bid Opening  <b><u>Location</u></b> Florida Department of Highway Safety and Motor Vehicles Bureau of Purchasing and Contracts 2900 Apalachee Parkway, MS 31 Tallahassee, Florida 32399
April 10, 2018		<u>Anticipated</u> date of posting of intent to award.
April 17, 2018		<u>Anticipated</u> contract start date.

## 2.5 PROTEST OF TERMS, CONDITIONS AND SPECIFICATIONS

With respect to a protest of the terms, conditions, or specifications contained in this solicitation, including any provisions governing the methods of awarding contracts, or modifying or amending any contract, a notice of intent to protest shall be filed in writing **within** seventy-two (72) hours after the posting of the solicitation. (See, section 120.57(3), Fla. Stat.) For purposes of this provision, the term "the solicitation" includes this ITB, any addendum, response to written questions, clarification or other document concerning the terms, conditions, or specifications of the solicitation.

## 2.6 ADDENDA

If the Department deems it necessary to supplement, modify, or interpret any portion of the solicitation or exhibits, addenda and materials relative to this procurement, it will be posted on the VBS at:

[http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form)



Written answers to questions received by the Department will become part of this solicitation. It is the responsibility of the Bidder to check the VBS for new or changing information.

## **2.7 DISCLOSURE OF BID CONTENTS**

All documentation produced as part of the ITB will become the exclusive property of the Department and will not be returned to the Bidder unless it is withdrawn prior to the bid opening in accordance with Section 2.8 MODIFICATION OR WITHDRAWAL OF BID.

The Department shall have the right to use any and all ideas or adaptations of ideas contained in any bid received in response to this solicitation. Selection or rejection of the bid will not affect this right.

## **2.8 MODIFICATION OR WITHDRAWAL OF BID**

Bidders may modify a bid at any time prior to the bid due date by sending the modified bid submittal to the Procurement Officer. A bid may be withdrawn by notifying the Procurement Officer in writing before the bid opening.

## **2.9 DIVERSITY**

The Department is dedicated to fostering the continued development and economic growth of minority, veteran, and women-owned businesses. Participation of a diverse group of Bidders doing business with the state is central to the Department's efforts. To this end, small minority, veteran-owned, and women-owned business enterprises are encouraged to participate in the state's procurement process as both prime Bidders and subcontractors under prime contracts.

The State of Florida's Office of Supplier Diversity may be reached at 850-487-0915 and can assist in furnishing names of qualified minorities for subcontracting activities under prime contracts. (see Section 3.4 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT)

## **2.10 NON – EXCLUSIVE RIGHTS**

The right to provide the commodities or services, which will be granted under the resultant contract and/or purchase order, shall not be exclusive. The Department reserves the right to contract for and purchase commodities or services from as many firms as it deems necessary without infringing upon or terminating the resultant contract.

## **2.11 BID TENURE**

All bids are binding for one hundred eighty (180) days following the bid opening date.

## **2.12 ACCESSIBILITY FOR DISABLED PERSONS**

If special accommodations are needed to attend any solicitation-related event open to the public, please advise the Bureau of Purchasing and Contracts at 850-617-3203 no later than five (5) business days prior to the event.

## 2.13 SOLICITATION CONFLICTS AND ORDER OF PRECEDENCE

All bids are subject to the terms and conditions of this ITB which, in case of conflict, shall have the following order of precedence:

- A. Addenda, in reverse order of issuance;
- B. Invitation to Bid, including attachments;
- C. General Contract Conditions (PUR 1000) (Section 8.1 GENERAL CONTRACT CONDITIONS (PUR1000)); and
- D. General Instructions to Respondents (PUR 1001) (Section 4.1 INTRODUCTION).

## 3.0 SCOPE OF SERVICES

### 3.1 GENERAL DESCRIPTION OF SERVICES

The Contractor shall provide Armored Car Services to the Department in accordance with the terms and conditions of this ITB.

### 3.2 TECHNICAL SPECIFICATIONS

#### A. Vendor Qualifications and Insurance Requirements

1. The selected Vendor shall possess a Class "B" Security Agency License and must have a record of satisfactory performance in the State of Florida for a minimum three (3) year period.
2. The selected Vendor shall provide at a minimum two (2) trained, armed and properly licensed (Security Officer Class "D" and Firearms License Class "G") employees per armored vehicle.
3. The selected Vendor shall provide a minimum of three (3) references for clients to whom the Bidder provided services specifically related to the technical scope and volume of work to that specified in the Technical Specifications for this ITB, and that the name of the company, a contract person, email, and telephone number must also be provided for each client reference (see Form 4). At least one (1) reference **must** verify that the bidder meets the minimum experience.
4. The selected Vendor must carry and keep in force during the period of this Contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 minimum per person and \$300,000 minimum each occurrence, and property damage insurance of at least \$200,000 minimum each occurrence, for the services to be rendered in accordance with this Contract.
  - a. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) days-advance notice shall be given to the

Department's Contract Manager or as provided in accordance with Florida law. The Vendor shall submit the required Certificates of Insurance to the Contract Manager within 5 days of purchase order issuance.

- b. The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted
5. Vendor shall secure and pay for all necessary license fees, permits, taxes, and fees which are legally required by city, county, state, and federal government or agencies for the performance and execution of the service requested.

#### B. Vendor Personnel, Identification and Equipment

1. All personnel assigned to perform armored transportation services under this contract, shall be authorized agents of the Vendor, and be in Vendor-authorized uniforms wearing proper identifications badges, name tags, and photo identification.
2. Vendor personnel shall be required to be able to communicate in English with DHSMV staff on location and via phone.
3. The Vendor's personnel shall be fidelity bonded, licensed, and trained by the Vendor to perform duties as required.
4. The Vendor shall provide a list of armored transportation personnel (Authorized Crew) who pick up and sign for each deposit. Certified signatures of each authorized collector and written note of changes must be furnished to the Contract Manager listed above monthly or when a change in personnel occurs. The Vendor shall submit the required list of personnel to the Contract Manager within five (5) days of purchase order issuance.
5. The Vendor shall assign a dedicated customer service representative and a qualified substitute available for the DHSMV to contact. The customer service representative or qualified substitute shall respond within twenty-four (24) hours during regular business days to inquiries from the Office Manager from each pick-up location or the Contract Manager as needed.

#### C. Vendor Procedures and Responsibilities

1. The Vendor shall pick-up and deliver Department deposits Monday through Friday, 10:00 a.m. to 3:30 p.m. Eastern Standard Time, excluding State observed holidays.
2. Pick-up shall be made at five (5) Broward and eight (8) Miami-Dade County offices as defined in Exhibit 2. Office locations may be added or deleted as the need arises throughout the term of the contract and will not require a formal contract

amendment, though a change order to the purchase order may be required by the Department.

3. The Vendor shall be responsible for adhering to the Department security protocol. Some sites may have special requirements to enter their premises, such as a security desk and/or gates.
4. The Vendor shall accept sealed bag(s) containing checks, cash, and coins from the various designated sites. A signed and sequentially numbered receipt must be provided to the Office Manager or Assistant Office Manager at each location for the bags and all shipments must be signed for to evidence the transfer of responsibility.
5. Department logs at each site must be signed and dated by the Vendor regardless of whether any bags were available for pick-up. Failure to sign and date logs shall be evidence of missed pick-up.
6. For any missed pick-up, the Vendor shall pick-up and deliver the Department deposit(s) within one (1) business day.
7. Department supplied bags, cans, and packages shall be returned to the Department the next business day and shall be the responsibility of the Vendor. Any bag, can, or package not returned by the Vendor shall either be replaced by the Vendor or reimbursed at the current replacement cost.
8. Delivery shall be to the Department's designated depository institution for the locations being serviced.
9. Funds picked up on a weekday shall be delivered to the bank on the same day in sufficient time to provide same-day credit.
10. Funds picked up on a bank holiday shall be delivered to the bank on the same day or on the next weekday if the Vendor's processing center is closed on the day of pick-up.
11. The Vendor shall submit one (1) appropriately completed flat rate consolidated invoice each month inclusive of all cost, fees, shipping, and surcharges to the ship to invoice address noted on the purchase order. The monthly invoice must be detailed by location and date of pick-ups at each location. This will be used to match the log sheet at each site.
12. The Vendor shall establish procedures to ensure that all bank deposit bags are tracked, inventoried, and delivered promptly to the correct bank or site location. Should an error occur, such as incorrect delivery or loss, the Vendor shall provide notice of the error to the Contract Manager immediately upon discovery, followed by a written notification within one (1) business day.

13. The Vendor shall notify the Department's Office Manager within thirty (30) minutes of a scheduled pick-up about early or late pick-ups so Department staff can be scheduled to be available.
14. No Extra Fee shall be charged by the Vendor for extra bags when the prior day(s) bags were missed by the Vendor.
15. When deposits do not appear on the bank statement, the bank may require proof of delivery from the Vendor to the cash vault. The Vendor shall supply a copy of the signed manifest within 24 hours of notification to the Contract Manager, notwithstanding non-business days.
16. Upon delivery to the bank, an authorized bank employee will sign for each deposit, by number on the manifest noting the time of receipt. A separate receipt is required for each deposit.

D. Department Responsibilities.

1. Each office will prepare their deposit(s) in Department-issued sealed bag(s) that will be legibly marked with the value of the contents on the outside of each bag(s). The Vendor shall work with the office to ensure that the bag is properly marked before it is picked up by the Vendor.
2. The Department will provide changes to add new office locations, delete office locations, or make changes via a change order to the purchase order.

### **3.3 SILENCE OF SPECIFICATIONS**

The apparent silence of specifications included herein on any details, or the omission from them of a detailed description, concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of best quality are to be used. All interpretations of this solicitation and subsequent contract shall be made upon the basis of this statement.

### **3.4 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT**

The Vendor shall provide to the Department a monthly Minority and Service-Disabled Veteran Business Enterprise Report (see subsection A., below). The monthly report shall summarize the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers performing any services related to the Contract for the current month.

- A. The Vendor shall complete and submit Exhibit I, Monthly Minority and Service-Disabled Veteran Business Report, by the 5<sup>th</sup> day of the following month (or next business day if the 5<sup>th</sup> day is on a weekend day or holiday) to the following Department email address:

bpcreporting@flhsmv.gov

Note the subject line of the e-mail with: Monthly MBE DV Report

- B. Should the Vendor utilize subcontractors/material suppliers meeting the criteria in this section, but have nothing to report for the month (for whatever reason), the Vendor shall

still send an e-mail to the address identified above stating that there is no information to report for the previous month.

- C. Should the Vendor not utilize subcontractors/material suppliers meeting the criteria in this section, the Vendor shall provide a letter to the email address noted above, on Vendor letterhead, indicating that this reporting requirement does not apply. If this changes, however, at any time during the contract term, the Vendor shall immediately implement the reporting requirements of this section.

**3.5 ADDITIONS/DELETIONS**

The Department reserves the right to delete any item from the contract, when deemed to be in the state’s best interest or when agency mission requirements dictate. It also reserves the right to add any item within the general scope of the contract, which shall include, but not be limited to, updated models/types that may differ in dimensions or design. Pricing shall be comparable to the amounts paid under the contract. These additions or deletions will be incorporated via an amendment to the contract or via change order, as applicable.

**3.6 DEPARTMENT RESPONSIBILITIES**

The Department will provide technical support and assistance to the Vendor within the resources available to the Department to assist the Vendor in meeting the requirements of the resultant contract. The support and assistance, or lack thereof, shall not relieve the Vendor from full performance of all contract requirements.

**3.7 DELIVERABLES**

The Vendor shall submit all deliverables in accordance with the Deliverable Schedule below. Deliverables must be approved by the Department’s Contract Manager prior to payment. Deliverable due dates may be extended upon prior written approval of the Department.

	<b>Deliverable</b>	<b>Due Date</b>
A.	Daily pick-up and delivery of the Department’s deposits per office location.	The Vendor shall commence service within ten (10) days of contract/purchase order issuance and service shall be conducted in accordance with the Department’s established schedule.
B.	Daily signed pick-up and delivery logs at each of the Department’s office locations.	The Vendor shall sign daily each of the Department’s office location’s pick-up and delivery log as evidence of performance.
C.	A list of authorized armored transportation personnel (Authorized Crew) who pick up and sign for each deposit.	The Vendor shall submit the required list of personnel to the Contract Manager within five (5) days of purchase order issuance. Thereafter, the Vendor shall provide certified signatures of each authorized personnel and written note of changes must be furnished to the Contract Manager on the first business day of each month, or when a change in personnel occurs.

### 3.8 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

The Department has developed the following Performance Standards, which shall be met by the Vendor in performance and delivery of services. The Department reserves the right to impose the liquidated damages indicated below upon the Vendor for failure to comply with the performance standard requirements as set forth in the chart below.

	<b>Performance Standard Requirement</b>	<b>Liquidated Damages to be Imposed</b>
A.	The Vendor shall pick-up and deliver Department deposits Monday through Friday 10:00 am to 3:30 pm Eastern Standard Time, excluding state observed holidays as indicated in Section 3.2 TECHNICAL SPECIFICATIONS, subsection C., item 1.	\$50 per missed pick-up and delivery at an office location.
B.	For any missed pick-up, the Vendor shall pick-up and deliver the Department deposit(s) within one (1) business day as indicated in Section 3.2 TECHNICAL SPECIFICATIONS, subsection C., item 6.	\$100 per day for each business day the deposit(s) from a missed pickup at an office location is not picked up and re-delivered.
C.	The Vendor shall sign the Department's pick-up and delivery log at each office location as evidence of performance as indicated in Section 3.2 TECHNICAL SPECIFICATIONS, subsection C., item 5.	\$50 per occurrence for each time the Department's office location's log is not signed by the Vendor.
D.	The Vendor shall provide a list of authorized armored transportation personnel (Authorized Crew) who pick up and sign for each deposit. Certified signatures of each authorized collector and written note of changes must be furnished to the Contract Manager listed above monthly or when a change in personnel occurs. The Vendor shall submit the required list of personnel to the Contract Manager within 5 days of purchase order issuance as indicated in Section 3.2 TECHNICAL SPECIFICATIONS, subsection B., item 4.	\$50 per day for each calendar day the list of authorized armored transportation personnel (Authorized Crew) is not provided to the Contract Manager.

### 3.9 MONITORING

The Department's Contract Manager or designated Department staff will perform monitoring during the term of the contract to determine if the Vendor has met each Performance Standard identified in Section 3.8 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES. Monitoring shall include review of compliance with contract service delivery and review of all contract requirements. Vendor shall permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Vendor which are relevant to this contract.

If the Department determines that the Vendor has failed to meet a Performance Standard, the Vendor will be sent a formal contract communication in accordance with Section 3.11 COMMUNICATIONS. When issues of non-compliance are identified, the Vendor shall, if requested by the Department, submit a written Corrective Action Plan (CAP) as indicated

in Section 3.10 CORRECTIVE ACTION PLAN (CAP), below. NOTE: The Department is not required to request a CAP prior to assessing Liquidated Damages for failure to meet any Performance Standard.

### **3.10 CORRECTIVE ACTION PLAN (CAP)**

- A. If the Department determines that the Vendor is out-of-compliance (i.e., has failed to perform or satisfactorily perform) with any of the provisions of the resulting contract, the Department shall notify the Vendor of the compliance issue(s) in writing.
- B. Depending upon the nature of the deficiency(is) noted, the Department will either indicate that the Vendor is out-of-compliance and the Department is assessing liquidated damages, or the Department may require the Vendor to respond by submitting a Corrective Action Plan (CAP) within a specified time frame.
- C. A CAP is an opportunity for the Vendor to address and resolve deficiencies without the Department immediately invoking more serious remedies, up to and including contract termination. In determining whether to permit the Vendor to submit a CAP, the Department will consider the nature of the deficiency(ices), whether the Department would or could be adversely affected in any way by allowing additional time for correction, and the likelihood for successful correction by the Vendor.
- D. The CAP shall be timely submitted to the Department's Contract Manager who will review the CAP and:
  - 1. Determine whether the steps to be taken and timeline for each step will likely resolve the deficiency(ies) to the Department's satisfaction and approve the CAP, in writing, for implementation by the Vendor; or
  - 2. Determine that the steps to be taken and/or timelines indicated will not likely resolve the deficiency(ies) to the Department's satisfaction and reject the CAP.
- E. If the Contract Manager rejects the Vendor's CAP, the reasons for rejection shall be provided in writing to the Vendor who shall have five (5) business days from receipt of the Department's rejection notice to correct/change the CAP and resubmit it. If the resubmitted CAP is similarly rejected, the Vendor shall be deemed in breach of the contract and liquidated damages of one hundred dollars (\$100.00) per day shall be imposed for each day a satisfactory CAP is not submitted to the Department.
- F. The Vendor shall implement the CAP only after receiving written approval from the Department's Contract Manager or other designated Department personnel.
- G. If the Vendor does not meet the plan for resolving deficiencies established in the CAP to the Department's satisfaction, either by not resolving all deficiencies identified or by not resolving all deficiencies within the stated time frame(s), the Vendor shall be in breach of the contract and shall be subject to liquidated damages.
- H. Except where otherwise specified, liquidated damages of one hundred dollars (\$100.00) per day will be imposed on the Vendor for each day that the approved CAP is not implemented to the satisfaction of the Department.



### **3.11 COMMUNICATIONS**

Contract communications will be in three forms: routine, informal and formal. For the purposes of the contract, the following definitions shall apply:

Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within fifteen (15) calendar days of receipt.

Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within ten (10) calendar days of receipt.

Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, or contract termination. Formal communications shall also include requests for changes in the scope of the contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

The only personnel authorized to use formal contract communications are the Department's Contract Manager, Contract Administrator, and the Vendor's CEO or the individual identified for contractual purposes on FORM 1 – BIDDER CONTACT INFORMATION. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

In addition to the personnel identified above, personnel authorized to use informal contract communications include any other persons so designated in writing by the parties.

If there is an urgent administrative problem, the Department shall contact the Vendor and the Vendor shall verbally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will contact the Vendor and the Vendor shall verbally respond to the Contract Manager within forty-eight (48) hours.

The Vendor acknowledges that records and documents related to Vendor's service delivery are public records as provided under Chapter 119, Fla. Stat.

The Vendor shall respond to all communications by facsimile, email, or hard copy mail.

A date/numbering system shall be utilized for tracking of formal communications.

## **4.0 BID INSTRUCTIONS**

### **4.1 INTRODUCTION**

This section contains the General Instructions to Respondents and Special Instructions. The General Instructions to Respondents (PUR 1001) are incorporated by reference and can be accessed at:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms)

The following sections of the PUR 1001 are not applicable:

- A. Section 3. Electronic Submission of Responses  
Bid submittals shall be submitted in accordance with Section 5. Bid Submission Instructions of this solicitation.
- B. Section 4. Terms and Conditions  
Terms and Conditions shall be in accordance with Section 3.2 TECHNICAL SPECIFICATIONS, RESULTANT CONTRACT DOCUMENTS, AND ORDER OF PRECEDENCE.
- C. Section 5. Questions  
Questions shall be submitted in accordance with Section 2.2 BIDDER QUESTIONS of this solicitation.

The Special Instructions are in the sections below starting with Section 4.2 BIDDER QUALIFICATION QUESTIONS.

In the event any conflict exists between the Special Instructions and General Instructions to Respondents, the Special Instructions shall prevail.

#### **4.2 BIDDER QUALIFICATION QUESTIONS**

Bidders will submit a "Yes/No" response to the Bidder Qualification Questions on Form 2 attached hereto and made a part of this ITB, which must be submitted with the Bidder's bid submittal. An answer of "no" to any question may result in rejection of the bid.

The Department reserves the right to verify the Bidder's status for each of the Qualification Questions.

#### **4.3 MYFLORIDAMARKETPLACE TRANSACTION FEE**

The Florida Department of Management Services (DMS) has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to subsection 287.057(22), Fla. Stat., all payments shall be assessed a Transaction Fee (see, statutory section for fee amount), which the Vendor shall pay to the state, unless exempt pursuant to Rule 60A-1.031, Florida Administrative Code (F.A.C.).

For payments within the state accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the state or its designee.

The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding

fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

#### **4.4 MYFLORIDAMARKETPLACE REGISTRATION**

Each vendor doing business with the state of Florida for the sale of commodities or contractual services as defined in section 287.012, Fla. Stat., shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.033, F.A.C.

Also, an agency must not enter into an agreement for the sale of commodities or contractual services, as defined in section 287.012, Fla. Stat., with any prospective vendor not registered in the MyFloridaMarketPlace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system selected for award must register within five (5) days after posting of intent to award. Information regarding the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link available under BUSINESS at [www.myflorida.com](http://www.myflorida.com)). Prospective vendors who do not have internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from the State Purchasing Office, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

#### **4.5 PREFERRED PRICING COMPLIANCE**

In accordance with section 216.0113, Fla. Stat., the Vendor is required to submit, at least once during each year of the Contract, an Affidavit from an authorized representative of the Vendor attesting that the Vendor is in compliance with PUR 1000 General Contract Conditions, Section 4.4(b), Best Pricing Offer. Vendor's failure to comply with this section may be grounds for terminating the Contract, at the Department's sole discretion. The Department shall distribute the Affidavit form to be used by the Vendor during each remaining year of the Contract.

#### **4.6 FLORIDA DEPARTMENT OF STATE REGISTRATION**

Pursuant to section 607.1501, Fla. Stat., out-of-state corporations are required to obtain a Florida Certificate of Authorization pursuant to subsection 607.1503(1), Fla. Stat., from the Florida Department of State, Division of Corporations, to transact business in the state of Florida. The selected Vendor agrees to attain such authorization, if applicable, within seven (7) business days of notice of award, should the Vendor be awarded the contract/purchase order. Website: [www.sunbiz.org](http://www.sunbiz.org)

#### **4.7 FLORIDA SUBSTITUTE FORM W-9 PROCESS**

Vendors **must** register and complete an electronic Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

Foreign Vendors, please visit:  
<https://flvendor.myfloridacfo.com/ForeignVendors.pdf>

If not already on file, the selected Vendor (if this solicitation results in an award), must have completed this process within seven (7) business days of notice of award.

#### **4.8 SCRUTINIZED COMPANIES AND PROHIBITED BUSINESS ACTIVITIES**

Pursuant to paragraph 287.135(3)(b), Fla. Stat., the Department may immediately terminate any contract for cause if the Vendor is found to have submitted a false certification under subsection 287.135(5), Fla. Stat., or if Vendor is placed on the Scrutinized Companies that Boycott Israel List; the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or is engaged in business operations in Cuba or Syria during the term of the contract. A list of prohibited scrutinized companies may be found in the link provided below.

<http://www.sbafla.com/fsb/Portals/Internet/PFIA/CurrentProhibitedCompaniesList.pdf>

#### **4.9 PRICE SHEET INSTRUCTIONS**

The Bidder must submit a FORM 3 – PRICE SHEET (attached) to be considered for award.

- A. The Bidder shall provide a price(s) in each cell of each price sheet submitted, if multiple price sheets are required. Failure to provide a price in a cell may deem the price sheet non-responsive.
- B. The Bidder shall use legible handwriting, if applicable, when completing the price sheet(s).
- C. All price sheet calculations will be verified for accuracy by the Department. If mathematical error(s) in a Bidder's price sheet calculations are identified, unit prices submitted by the Bidder will be used to determine the total price for that Bidder.

Price(s) will be final based on Department verification. Department corrected price sheets will be made available upon written request to the Bidder.

- D. Shipping

In accordance with paragraph 672.319(1)(b), Fla. Stat., Bidders must include the cost of shipping, i.e., free on board (FOB) destination / inside delivery in their prices bid. The Department will not pay separate freight charges.

- E. The Department will not agree to caveat language for pricing within FORM 3 – PRICE SHEET. Bid submittals that include caveat language for pricing will be viewed as a conditional bid and the Department will reject the Bidders' bid submittal.

#### **4.10 MANDATORY REQUIREMENTS**

The Department has established certain mandatory requirements which must be included as part of any bid. The use of the terms "shall", "must", or "will" (except to indicate simple futurity) in this solicitation indicates a mandatory requirement or condition.

The words "should" or "may" in this solicitation indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not itself cause rejection of a bid.

#### **4.11 MINOR BID EXCEPTIONS**

The Department reserves the right to waive minor deviations or exceptions in bids providing such actions are in the best interest of the state of Florida and the Department. Minor deviations/exceptions are defined as those that have no adverse effect upon the state's interests and would not affect the outcome of the award by giving a Bidder an advantage or benefit not enjoyed by other Bidders.

#### **4.12 NON – RESPONSIVE BIDS, NON – RESPONSIBLE BIDDERS**

Bids which do not conform in all material respects to the requirements of this solicitation or which fail to provide all required information, documents, or materials will be rejected as non-responsive.

Material requirements of the solicitation are those set forth as mandatory or without which an adequate analysis and comparison of bids is impossible, or those which affect the competitiveness of bids, or the cost to the Department.

Bidders whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the resulting contract may be rejected as non-responsible. The Department reserves the right to determine which bids meet the material requirements of the solicitation, and which Bidders are responsible.

“Responsible” or “Qualified Bidder” means a person or firm with the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in bid submittal to a condition of a bid requiring such information may be cause for rejection of the bid.

Bid submittals will be considered only from Bidders who are regularly engaged in the type of service/products/business that is the subject of this solicitation, are financially responsible, and have the necessary equipment and personnel to provide the services and goods required by the solicitation.

#### **4.13 SUBCONTRACTS**

No subcontracting will be permitted for the services identified in Section 3.0 SCOPE OF SERVICES.

### **5.0 BID SUBMISSION INSTRUCTIONS**

#### **5.1 BID SUBMISSION CONTENTS**

Bids shall be prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this ITB. Fancy bindings, colored displays, and promotional material are not desired. The emphasis of each bid shall be on completeness and clarity of content. Bids are to be organized in sections as directed below. The bid forms furnished with this ITB must be submitted with the bid and are to be filled out in pen and ink or typewritten with no alterations, changes, or amendments made within. All forms must be signed and dated by the Bidder's Authorized Representative (see Section 1.2 DEFINITIONS, Item B.).

The entire bid packet with all forms and documents required shall be referred to as the Bidder's "bid submittal."

The Bidder shall organize its bid submittal contents as follows:

**Tab 1** A cover letter on the Bidder's letterhead with the following information

- Name and headquarters location of the Bidder
- Federal Employer Identification (FEID) Number
- Document establishing delegated authority if the individual signing and submitting a bid on the Bidder's behalf is someone other than one of the officer(s)/director(s) identified in the Department of State, Division of Corporations records at: <http://www.sunbiz.org>. (See, Section 4.6 FLORIDA DEPARTMENT OF STATE REGISTRATION.)

**Tab 2** Mandatory forms to be completed, signed and included with the bid:

FORM 1 – BIDDER CONTACT INFORMATION  
FORM 2 – BIDDER QUALIFICATION QUESTIONS  
FORM 3 – PRICE SHEET  
FORM 4 – PAST PERFORMANCE AND EXPERIENCE – CLIENT REFERENCES

**Tab 3** Proof of Licensing: the following documentation must be submitted by the Bidder in their bid submittal.

- A. Vendor shall provide proof of a Class "B" Security Agency License.
- B. Vendor shall provide proof of at a minimum two (2) trained armed and properly licensed (Security Officer Class "D" and Firearms License Class "G") employees per armored vehicle.

Completed forms and other required documentation must be included in the Bidder's bid submittal. If any item is missing or incomplete, the bid submittal will be deemed non-responsive.

## 5.2 BID SUBMISSION

The Bidder shall submit:

**5.2.1** One original hardcopy version of the bid submittal (marked "Original Bid"), with one (1) copy.

**5.2.2** One REDACTED hardcopy of the bid submittal (marked "Redacted Copy"), if applicable (see Section 5.5 REDACTED SUBMISSIONS).

Sealed packages to be delivered shall be clearly marked on the outside of the package "ITB" with the solicitation number and company name.

Submitted hardcopies contained within the sealed packages shall be clearly marked with the Bidder's company name, and solicitation number.

### **5.3 DELIVERY OF BID SUBMITTAL**

The bid shall be submitted to the Procurement Officer identified in Section 1.3 PROCUREMENT OFFICER, by or before the date and time indicated in Section 2.4 CALENDAR OF EVENTS. This is a mandatory requirement.

Offers by telegram, telephone, email, or facsimile will not be accepted. The Department will not consider late bids. Bidders are advised to examine their bids carefully and to ensure that the bid is delivered to the proper place no later than the time of the bid opening.

### **5.4 BID GUARANTEE**

The Department will not require a bid guarantee for this solicitation.

### **5.5 REDACTED SUBMISSIONS**

The following subsection supplements Section 19 of the PUR 1001. If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Fla. Stat., the Florida Constitution or other authority, the Bidder must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its bid submittal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Bidder claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Fla. Stat., the Florida Constitution, or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the confidential information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its bid submittal are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

## **6.0 AWARD METHODOLOGY**

### **6.1 BASIS OF AWARD**

- A. The contract will be awarded to the responsible and responsive Bidder that submits the lowest priced responsive bid for the original and renewal term combined. The Department will consider the total cost for each year of the Contract, including renewal years, as submitted by the Bidder.

The Department shall also consider the following mandatories in consideration of award:

1. Timely submission of the Bidder's bid submittal.
2. Submission of all mandatory information identified in Section 5.1 BID SUBMISSION CONTENTS.

- B. The Department reserves the right to:

- award multiple contracts, for all or part of the work contemplated by this solicitation;
- divide the work among vendors by type of service or geographic area, or both;
- award a contract for less than the entire service area or less than all services encompassed by this solicitation, or both; and / or
- reject all bids.

- C. The Department reserves the right to award as determined to be in the best interest of the state, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state.

### **6.2 POSTING OF AGENCY DECISION**

The Department will post a Notice of Intent to Award or Notice of Agency Decision, stating its intent to enter into one or more contracts with the vendor or vendors identified therein, on the VBS website [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

If the Department decides to reject all bids, or take any other action permitted by law, it will post its notice at the same VBS website.

### **6.3 IDENTICAL BIDS**

- A. When evaluating vendor responses to solicitations, if the agency is confronted with identical pricing or scoring from multiple vendors, the agency shall determine the order of award using the following criteria, in the order of preference listed below (from highest priority to lowest priority):

1. The response is from a Florida-domiciled entity, as determined by the Department of State;
2. If the response relates to manufactured commodities, the response provides for manufacturing such commodities within the state (in preference over any foreign manufacturer);
3. If the response relates to manufactured commodities, the response provides for a foreign manufacturer that also has at least 200 employees working in the state



(in preference over a foreign manufacturer with less than 200 employees working in the state); or

4. The response certifies that a drug-free workplace has been implemented in accordance with Section 287.087, F.S.

B. Section 287.057(12), F.S., states that “if two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise.”

C. If subsections (1) and (2) fail to resolve the identical evaluations, the agency shall award the contract to the respondent whose response is deemed by the agency to be in the best interests of the State, considering factors such as prior performance on state contracts or other governmental contracts.

In the event that the application of subsections (1), (2), and (3) fails to resolve the identical evaluations, the agency shall determine the award by a means of random selection (e.g., a coin toss or drawing of numbers).

## **7.0 PROTESTS**

### **7.1 TIME LIMITS FOR FILING PROTESTS**

A notice of protest must be filed within seventy-two (72 hours) of the posting of the agency decision or solicitation. Any formal protest must be filed within ten (10) days of the filing of the notice of protest. A formal written protest is “filed” when **actually received** by the Department’s Agency Clerk.

### **7.2 BOND MUST ACCOMPANY PROTEST**

When protesting a decision or intended decision (including a protest of the terms, conditions, and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one percent of the Department’s estimated contract amount (total for all years).

**FAILURE TO POST AN ORIGINAL BOND FOR THE REQUISITE AMOUNT AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.**

## **8.0 RESULTANT CONTRACT SPECIAL PROVISIONS**

### **8.1 GENERAL CONTRACT CONDITIONS (PUR 1000)**

The PUR 1000 is incorporated by reference and can be accessed at:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms)

### **8.2 CONTRACTUAL SUBMISSIONS**

A Bidder’s bid submittal to this solicitation shall be considered as the Bidder’s formal offer. There will be no separate contract other than the purchasing document (purchase order or contract), and any documents incorporated therein.

### **8.3 VENDOR RESPONSIBILITY**

The Department will consider the Vendor to be the sole point-of-contact with regard to contractual matters. The Vendor will assume sole responsibility for providing the commodities and services offered in its bid whether or not the Vendor is the supplier of said commodities and services or any component.

### **8.4 RESULTANT CONTRACT/PURCHASE ORDER DOCUMENTS AND ORDER OF PRECEDENCE**

The terms and conditions that will govern any purchase resulting from this ITB will be set forth in documents issued by the Department. Depending upon the goods and/or services sought by this ITB, the Department may issue a formal contract document to be executed between the awarded vendor and the Department, which will be incorporated in and attached to a purchase order, or only a purchase order. The document(s) issued will set forth the entire understanding of the parties in regard to the subject matter contained herein. In the event any of these documents conflicts, the conflict will be resolved in the following order of precedence (first to last):

- A. The executed contract, which will incorporate ITB 018-18 Armored Car Services, inclusive of its addenda, attachments, PUR 1001 General Instructions to Respondents, and PUR 1000 Contract Terms and Conditions;
- B. the purchase order, and its terms and conditions; and
- C. the Vendor's bid submission.

Items B., and C., above, are incorporated into the resultant contract as if fully-stated.

### **8.5 CONTRACT MANAGEMENT**

- A. Department's Contract Manager

The Contract Manager for any purchase made as a result of this ITB will be:

Christopher Buda  
Department of Highway Safety and Motor Vehicles  
2900 Apalachee Parkway, MS# 82  
Tallahassee, FL 32399-0500  
(850) 617- 2643  
[ChristopherBuda@flhsmv.gov](mailto:ChristopherBuda@flhsmv.gov)

The Contract Manager will perform one or more of the following functions depending upon whether a contract or purchase order is issued:

- 1. Maintain a contract management file;
- 2. Serve as the liaison between the Department and the Vendor;
- 3. If a contract was issued, timely request the Contract Administrator to process amendments, renewals and termination actions;
- 4. Submit and/or approve change order requests;
- 5. Monitor and evaluate the Vendor's performance during the contract term and Vendor's overall performance at the conclusion of the contract term;
- 6. Issue Corrective Action Plans and assess liquidated damages, if applicable, in accordance with the contract;
- 7. Verify receipt of deliverables;
- 8. Review, verify, and approve invoices, unless delegated to other staff; and

9. Maintain records regarding Vendor's performance to be placed on file that will be considered if the contract is subsequently used as a reference in future procurements.
- B. A designated individual to perform duties as the Department's Motorist Services (MS) Budget Coordinator to process all invoices. The MS Budget Coordinator for this Contract will be:

Kathy Neal, Business Consultant I  
Bureau of Credentialing Services  
1926 10<sup>th</sup> Ave. North, Suite #100  
Lake Worth, FL 33461  
(561) 530-1803  
[KathyNeal@flhsmv.gov](mailto:KathyNeal@flhsmv.gov)

- C. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Chief, Bureau of Purchasing and Contracts  
2900 Apalachee Parkway  
Tallahassee, Florida 32399-2500  
(850) 617-3203

The Contract Administrator will perform the following functions if a contract is issued as a result of this procurement:

1. Maintain the official contract administration file;
2. Process all contract amendments, renewals, and termination of the contract; and
3. Maintain the official records of all formal correspondence between the Department and the Vendor provided by the Contract Manager for filing in the contract administration file or the Department's electronic contract database.

## **8.6 INVOICES**

The Vendor shall submit monthly an appropriately completed invoice(s) to the ship to invoice address noted on the purchase order.

Payments shall be made in accordance with sections 215.422 and 287.0585 of the Fla. Stat., which govern time limits for payment of invoices. Also, see PUR 1000 General Contract Conditions, Section 15.

## **8.7 REQUIREMENTS OF CHAPTER 119, FLA. STAT. (PUBLIC RECORD LAW)**

The Vendor, when acting on behalf of the Department, shall in addition to all other conditions of this contract:

- A. Keep and maintain public records required by the Department to perform the service.
- B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost as set forth in the Department's Policy

Number 9.03, Providing Records to the Public, which can be provided by the Department upon request, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract, if the Vendor does not transfer the records to the Department.
- D. Upon completion of the contract, transfer, at no cost to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the Department.
- E. Respond to inquiries from the Department's custodian of public records or Contract Manager, regarding public records requests by providing all information or records that the Department deems necessary to respond to such requests within three (3) business days of request from the Department's custodian of public records or Contract Manager.

Pursuant to subsection 119.0701(3), Fla. Stat., in the event the Vendor fails to comply with a public records request, the Department will enforce all contract provisions related to public records requests by assessing the following:

First violation - \$100 penalty.

Second violation - \$250 penalty.

More than two (2) violations - \$500 penalty and/or possible contract cancellation depending upon the nature of the violations.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, [OGCFILING@FLHSMV.GOV](mailto:OGCFILING@FLHSMV.GOV), OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, STE. A432, TALLAHASSEE, FL 32399-0504**

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**FORM 1 - BIDDER CONTACT INFORMATION**

**For solicitation purposes, the Bidder's contact person shall be:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Bidder Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**For contractual purposes, should the Bidder be selected for award, the contact person shall be:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**FORM 2 - BIDDER QUALIFICATION QUESTIONS**

1.	Does Bidder certify that the Bidder or person submitting the bid, including pricing, is authorized to respond to this ITB on Bidder's behalf?	Yes	No
2.	Does the Bidder understand that by submitting a bid submittal, the Bidder is deemed to have accepted all contract-related terms?	Yes	No
3.	Does the Bidder understand that submission of a bid does not, however, guarantee acceptance of the bid or issuance of a contract to the Bidder?	Yes	No
4.	Does the Bidder certify that, to the best of its knowledge, its company, including its subcontractors, as applicable, subsidiaries and partners, has no existing relationship, financial interest, or business interest, and is not engaged in any other activity that creates or would create an actual or potential organizational conflict of interest relating to the award of a contract resulting from this solicitation?	Yes	No
5.	Does the Bidder acknowledge that it shall provide certification that it possesses a Class "B" Security Agency License and has a record of satisfactory performance in the State of Florida for a minimum three (3) year period?	Yes	No
6.	Does the Bidder acknowledge that it shall provide certification that its employees are trained, armed, and properly licensed (Security Officer Class "D" and firearms license class "G" employees) who will serve in armored vehicles?	Yes	No
7.	Does the Bidder acknowledge that it shall provide a minimum of three (3) references using FORM 4 for clients to whom the Bidder provided services specifically related to the technical scope and volume of work to that specified in the Technical Specifications for this ITB, and that the name of the company, a contract person, email, and telephone number must also be provided for each client reference?	Yes	No

Please complete and sign the below certification statement.

As the person authorized to sign this statement on behalf of the Bidder, I certify that the foregoing responses are true and correct. **(Please complete legibly.)**

Bidder's Representative:	_____		
Address:	_____		
City:	State:	Zip:	_____
Authorized Signature:	_____	Date:	_____
Title:	_____		
	Telephone:	_____	

**FORM 3 - PRICE SHEET (Pg. 1 of 2)**

See Section 4.9 PRICE SHEET INSTRUCTIONS before completing this price sheet.

<b>Armored Car Service - Original Contract Term 5/1/2018 - 04/30/2021</b>					
	<b>Estimated <u>Dates</u> of Armored Car Service</b>	<b><u>Unit Price</u> (Includes Pick-up &amp; Delivery)</b>	<b>Estimated <u>Number</u> of Locations</b>	<b>Estimated <u>Quantity</u> of Daily Pick-ups &amp; Deliveries per year</b>	<b>*Bid Price Per Year</b>
A.	Year 1 – (05/01/18-04/30/19)	\$	x13	x251	\$
B.	Year 2 – (05/01/19-04/30/20)	\$	x13	x251	\$
C.	Year 3 – (05/01/20-04/30/21)	\$	x13	x251	\$
D.	<b>Total (Original Contract Term) A + B + C = D</b>				\$

<b>Armored Car Service - Contract Renewal Term, 05/01/21 - 04/30/24</b>					
	<b>Estimated <u>Dates</u> of Armored Car Service</b>	<b><u>Unit Price</u> (Includes Pick-up &amp; Delivery)</b>	<b>Estimated <u>Number</u> of Locations</b>	<b>Estimated <u>Quantity</u> of Daily Pick-ups &amp; Deliveries per year</b>	<b>*Bid Price Per Renewal Year</b>
E.	Renewal Year 1 – (05/01/21-04/30/22)	\$	x13	x251	\$
F.	Renewal Year 2 – (05/01/22-04/30/23)	\$	x13	x251	\$
G.	Renewal Year 3 – (05/01/23-04/30/24)	\$	x13	x251	\$
H.	<b>Total (Renewal Contract Term) E + F + G = H</b>				\$
I.	<b><u>GRAND TOTAL</u> D + H = I</b>				\$

\* Bid Price Per Year is your bid price for armored car service pick-up and delivery for all locations for each year of the contract.

**FORM 3 - PRICE SHEET (Pg. 2 of 2)**

**Notes:**

- 1) Quantities and time frames are estimated and do not represent guaranteed purchases to be made by the Department.
- 2) The responsive and responsible Bidder with the lowest combined Grand Total Price (Original Contract Term Total + Renewal Contract Term Total) will receive the award.

Please complete and sign the below bid price certification. Unsigned or incomplete forms will be rejected and will cause the bid to be rejected. Please complete legibly.

**By signature below, I hereby certify that I am qualified to and do hereby bind the Bidder to the prices bid.**

Bidder:	_____		
Address:	_____		
City:	State:	Zip:	_____
Authorized Signature:	Date:		_____
Title:	Telephone: _____		

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**FORM 4 (Pg. 1 of 4)**

**PAST PERFORMANCE AND EXPERIENCE - CLIENT REFERENCES**

In the spaces provided below, the Bidder shall list all business names under which it has operated during the past three (3) years, if different from its current business name. Please mark **N/A** below if the business name has not changed within the past three (3) years.

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On **pages 2-4** of this attachment, the Bidder shall provide the information indicated for three (3) separate, non-DHSMV (Department of Highway Safety and Motor Vehicles) client references. The Bidder shall indicate which reference(s) will be verifying the minimum experience requirement established in Section 3.2 TECHNICAL SPECIFICATIONS, subsection A, item 1, at the bottom of the form.

Client references will be utilized for the purposes set forth in Section 3.2 TECHNICAL SPECIFICATIONS, subsection A, item 3. Three (3) client references are requested to be submitted. At least one (1) reference **must** verify that the bidder meets the minimum experience requirement set forth in Section 3.2 TECHNICAL SPECIFICATIONS, subsection A, item 1. The Bidder should pay close attention to this experience requirement and select references who can verify that the requirement was met. Failure of at least one (1) reference to verify the minimum required experience will result in the Bidder being deemed non-responsive.

If none of the provided client references can be successfully contacted, or if the provided references do not verify that the prospective contractor has the requisite minimum experience, the prospective contractor will be deemed non-responsive.

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**NON-DHSMV CLIENT #1 (Pg. 2 of 4)**

**Contractor's Name:**

**Client's Name:**

**Address:**

**Primary Contact Person:**

**Alternate Contact Person:**

**Primary Phone Number:**

**Alternate Phone Number:**

**Primary E-mail Address:**

**Alternate E-mail Address:**

**Contract Performance Period (include a beginning (MM/DD/YY) thru end date (MM/DD/YY):**

**Location of Services:**

**Brief description of the services performed by the prospective contractor for this client:**

**Is this client reference being utilized to verify the minimum experience required in the ITB? Y \_\_\_ N \_\_\_**

**NON-DHSMV CLIENT #2 (Pg. 3 of 4)**

**Contractor's Name:**

**Client's Name:**

**Address:**

**Primary Contact Person:**

**Alternate Contact Person:**

**Primary Phone Number:**

**Alternate Phone Number:**

**Primary E-mail Address:**

**Alternate E-mail Address:**

**Contract Performance Period (include a beginning (MM/DD/YY) thru end date (MM/DD/YY):**

**Location of Services:**

**Brief description of the services performed by the prospective contractor for this client:**

**Is this client reference being utilized to verify the minimum experience required in the ITB? Y \_\_\_ N \_\_\_**

**NON-DHSMV CLIENT #3 (Pg. 4 of 4)**

**Contractor's Name:**

**Client's Name:**

**Address:**

**Primary Contact Person:**

**Alternate Contact Person:**

**Primary Phone Number:**

**Alternate Phone Number:**

**Primary E-mail Address:**

**Alternate E-mail Address:**

**Contract Performance Period** (include a beginning (MM/DD/YY) thru end date (MM/DD/YY):

**Location of Services:**

**Brief description of the services performed by the prospective contractor for this client:**

**Is this client reference being utilized to verify the minimum experience required in the ITB? Y \_\_\_\_\_ N \_\_\_\_\_**

Complete and Sign below. Unsigned or incomplete forms will be rejected and will cause the bid to be rejected.

As the person authorized to sign this statement, I certify that this firm complies with all requirements of ITB 018-18.

BIDDER: _____		
ADDRESS: _____		
CITY: _____	STATE: _____	ZIP _____
AUTHORIZED SIGNATURE: _____ _____		
TITLE: _____	PHONE: _____	

Please complete legibly.

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Exhibit 1  
 DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
 BUREAU OF PURCHASING AND CONTRACTS  
 MONTHLY MINORITY & SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT

*To be completed by the Contractor and submitted by the 5th of each month.*

Contractor Name and Address:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contract / Purchase Order No.: \_\_\_\_\_

Reporting Month: \_\_\_\_\_ Begin Date: \_\_\_\_\_

End Date: \_\_\_\_\_

<b>MINORITY BUSINESS ENTERPRISE (MBE)</b>					
<i>** Include consultants, sub-contractors, travel agents, etc. who provided services to the Contractor.</i>					
** Minority Business Enterprise Name	Address	** MBE Status	State Certified MBE (Yes or No)	Amount paid for the reporting month.	Insert commodities or services provided
				\$ -	
				\$ -	
				\$ -	
				\$ -	
<b>TOTALS</b>				<b>\$ -</b>	
<b>** Certified MBE:</b> H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - Non-Minority (White) American Woman <b>** Non-Certified MBE:</b> N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - Non-Minority (White) American Woman					

<b>SERVICE-DISABLED VETERAN (DV) BUSINESS ENTERPRISE</b>					
<i>* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.</i>					
* Service-Disabled Veteran Business Enterprise	Address	* DV Status	State Certified DV Business (Yes or No)	Amount paid for the reporting month.	Insert commodities or services provided
				\$ -	
				\$ -	
				\$ -	
				\$ -	
<b>TOTALS</b>				<b>\$ -</b>	
<b>* Certified DV:</b> W - Service-Disabled Veteran Business <b>* Non-Certified DV:</b> Y - Service-Disabled Veteran Business					

**Exhibit 2**

Facilities Office List (1 of 3)

Broward County Offices

STORE/UNIT NUMBER	ADDRESS	DAY/WEEK
R01 Lauderdale Lakes	3718-3 W. Oakland Park Blvd., Lauderdale Lakes, FL 33311	5 Days per week Monday thru Friday excluding weekends and State observed holidays.
R02 Pembroke Pines	15739 Pines Blvd., Pembroke Pines, FL 33027	5 Days per week Monday thru Friday excluding weekends and State observed holidays.
R03 Oakbrook	7217 West Oakland Park Blvd. Lauderhill, FL. 33311	5 Days per week Monday thru Friday excluding weekends and State observed holidays.
R05 Deerfield Bch.	100 South Military Trail, Suite 26, Deerfield Bch., FL 33442	5 Days per week Monday thru Friday excluding weekends and State observed holidays.
R06 Margate	1135 Banks Road, Margate, FL 33063	5 Days per week Monday thru Friday excluding weekends and State observed holidays.

Facilities Office List (2 of 3)

Miami Dade County Offices

STORE/UNIT NUMBER	ADDRESS	DAY/WEEK
S03 Miami Gardens	18326 NW 7 <sup>th</sup> Avenue Miami Gardens, FL 33169	5 Days per week Monday thru Friday excluding weekends and State observed holidays.
S05 Hialeah	11093 NW 138th St. Suites #1-9 Hialeah, FL 33018	5 Days per week Monday thru Friday excluding weekends and State observed holidays.
S06 Opa Locka	12601 NW 42nd Ave. Opa Locka, FL 33054	5 Days per week Monday thru Friday excluding weekends and State observed holidays.
S07 Mall of America	7795 W. Flagler St. Suite 82C Miami, FL 33126	5 Days per week Monday thru Friday excluding weekends and State observed holidays.
S11 Northside	7900 NW 27th Ave. Suite #E14 Miami, FL 33147	5 Days per week Monday thru Friday excluding weekends and State observed holidays.

Continued



Facilities Office List (3 of 3)

Miami Dade County Offices

STORE/UNIT NUMBER	ADDRESS	DAY/WEEK
T02 Miami central *Pending location)	TBD (Projected to open late 2018)	5 Days per week Monday thru Friday excluding weekends and State observed holidays.
T03 Hammocks	10201 Hammocks Blvd. Suite #H108 Miami, FL 33196	5 Days per week Monday thru Friday excluding weekends and State observed holidays.
T04 Coral Reef	14653 SW 122nd Ave. Miami, FL 33186	5 Days per week Monday thru Friday excluding weekends and State observed holidays.
T06 Florida City	1448 N. Krome Ave. Suite #103 Florida City, FL 33034	5 Days per week Monday thru Friday excluding weekends and State observed holidays.