July 28, 2010

Commonwealth of Virginia

Armored Car Services

Statewide Term Contract E194-347-VP

(includes all changes including Change 6 dated 03/18/2011)

(formerly contract # PF-673-11VP)

Contract Period: August 1, 2010 through July 31, 2011

Master Agreement MA-E194-347-3

NIGP Commodity Code: 99010 Armored Car Services

Authorized Users: Selected Commonwealth of Virginia agencies and other public bodies as listed herein, as well as any other Commonwealth of Virginia agencies and other public bodies in the geographic regions served by the Contractor which are added to the contract after award.

Contractor:

Dunbar Armored, Inc.
50 Schilling Road
Hunt Valley, Maryland 21031

DUNS# 022436992

eVA Vendor/Customer Number: E5486

Department of Criminal Justice Services' Business License number: F026663-7

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VIEW AND PRINT THIS CONTRACT AND ANY CHANGES AT: www.eva.virginia.gov

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Matt Manion, CPPO, C.P.M., VCO Statewide Service Contract Officer
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INTRODUCTION

This statewide term contract was established as a result of Request for Proposals (RFP) number 64, Armored Car Services, issue date March 10, 2006. The RFP, including amendments 1 through 3, terms and conditions, Dunbar Armored, Inc.'s proposal dated April 7, 2006, and negotiated modifications are incorporated into this contract. DPS reference: eVA e-procurement folder number 673.

This is a statewide term contract for Armored Car Services for use on an as-needed basis by the selected Commonwealth of Virginia agencies and other public bodies listed herein, as well as any other Commonwealth of Virginia agencies and other public bodies in the geographic regions served by the Contractor which are added to the contract after award.

For the purpose of this contract, a using entity, whether a state agency/institution or other public body, may be referred to as "agency" or "the Commonwealth".

NOTICE TO SELECTED STATE AGENCIES: This contract is the result of a competitive negotiation program and its use is mandatory for selected State Agencies named in the contract (unless otherwise indicated in item 6 above) in the purchase of services listed herein. If the services available under this contract cannot be used by a selected agency, a request to purchase other services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.

INSTRUCTIONS

1. ORDERS: Unless otherwise instructed by the Division of Purchases and Supply, all agencies and other public bodies of the Commonwealth of Virginia using this contract must place orders through eVA (www.eva.virginia.gov)

2. The applicable contract number, Contractor name and federal employer identification number (FEI), purchase order number, and complete description of services must be shown on each purchase order.

3. Approval of vendor's invoice is the responsibility of state agency or other public body placing the order.

4. Any complaint as to unsatisfactory Contractor performance, or violation of contract provisions by Contractor, shall be reported to the Division of Purchases and Supply. The Complaint to State Vendor Form (DGS-41-024), by which to facilitate the notification of the Contractor and this office of complaints, is available from the Division of Purchases and Supply web site at www.eva.virginia.gov.

5. Renewals. The initial three-year contract period was August 1, 2006 through July 31, 2009. Contract E194-347-VP is the second renewal period and covers August 1, 2010 through July 31, 2011. The contract may be renewed by the Commonwealth upon written agreement of both parties for one (1) additional successive one year period, under the terms of the current contract, and at a reasonable time (approximately 90

days) prior to the expiration. See *RENEWAL OF CONTRACT/PRICE ADJUSTMENTS* section of the Terms and Conditions Summary section).

6. Price Adjustments. Price adjustments may be permitted for changes in the contractor's cost of providing goods and services. See *RENEWAL OF CONTRACT/PRICE ADJUSTMENTS* section of the Terms and Conditions Summary section).

SPECIFICATIONS SUMMARY

1. The contractor shall furnish all labor, supervision, equipment, tools, parts and materials, as necessary, to provide armored car services to selected Commonwealth of Virginia agencies and other public bodies according to the terms, conditions, and specifications of this solicitation.

2. Contractor shall pick up money, checks, securities and other property (also referred herein as "deposit") at the agency locations as needed according to the attached *Pickup Location and Pricing Schedule* dated July 28, 2010 and deliver same to financial institutions. Contractor shall provide armored car services on each day of the week as requested by the individual agency, except days on which agencies are closed. Pickup times may be adjusted by the Commonwealth in cooperation with the contractor. The Commonwealth will make the final decision on revised pick up times. Contractor shall provide service on holidays normally observed by the contractor if the Commonwealth requests service on said day. Contractor shall provide service when requested on holidays observed by Commonwealth of Virginia agencies and other public bodies. The holidays observed by Commonwealth of Virginia agencies and other public bodies may vary by agency or public body. Contractor shall provide special on-call pickups as needed as well as regularly scheduled pickups.

3. Deposit will be placed in sealed package(s) by the agency for delivery to the financial institution. Sealed packages will be marked with the name and address of the sender and receiver. Contractor shall provide receipt books or other tracking methods as needed by the agencies. Contractor shall accept and give receipt for all securely sealed packages, and its receipt shall be evidence that the packages were properly sealed. Contractor shall charge no excess items fees for up to five (5) packages per pickup. See Lot 007 Miscellanious Fee/Credits of the *Pickup Location and Pricing Schedule* for excess items fees charged by contractor for each package that exceeds five (5) packages per pickup. Agencies may consolidate smaller packages into a larger package, which will be considered one package and have one receipt with a grand total. The contractor shall not be obligated to accept packages not securely sealed. "Sealed Packages" shall be construed as items packaged in such a way as to be securely closed and fastened, with property encased and firmly fixed inside, using an instrument which cannot be removed or refastened to the shipment without leaving external, visible signs of tampering.

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5. The contractor should complete pick up and/or delivery at the state agency or other public body and at the bank within ten (10) minutes per stop, unless otherwise detained by authorized state agency personnel or authorized bank employees. The contractor must allow, at a minimum, seven (7) minutes per stop. The number of minutes per stop will start when the contractor enters the pickup location building and end when the contractor leaves the pickup location building. See Lot 007 Miscellanious Fee/Credits of the *Pickup Location and Pricing Schedule* for the charge per minute for services provided in excess of the minimum seven (7) minutes allowed per stop if detained by authorized agency or other public body.

6. The contractor shall deliver and return deposit slips, bank bags, etc., in a timely manner to ensure uninterrupted service, as requested by the agencies. Any security deposit containers, such as moneybags, that are lost by the contractor if not recovered within seven calendar (7) days shall be replaced at no cost to the Commonwealth.

7. This line intentionally left blank.

8. The Commonwealth of Virginia, Department of Accounts, *Commonwealth Accounting Policies and Procedures (CAPP) Manual* (www.doa.virginia.gov) states the following: "The processing and deposit of State receipts will be completed on the day received or no later than the next banking day." Contractor shall make deposits to the identified financial institutions as soon as possible, preferably the same day as Contractor receives money, checks, securities, and other property from the agency or public body.

9. Upon request, the Contractor shall provide change-fund service at no charge on any day pickup locations are open, purchasing the required coin and currency with funds supplied by the location and delivering same on the same or next business day to the requesting location. Change shall be provided in the form of five (5) and one (1) dollar bills, quarters, dimes, nickels, and pennies, or as required by the agency.

10. Contractor shall provide armed, uniformed, properly licensed guards who have been trained and are experienced in armored car pick up and delivery service. A minimum of two (2) such guards must be provided per vehicle. Guards shall be bonded and licensed and properly trained in the use of firearms. Guards must wear and present identification at all pick-up points. Contractor shall provide operating two-way radio communication equipment for the use by guards.

11. All motor equipment vehicles used for services provided under the contract shall be properly "armored" and equipped for the service to be performed. No

standard street vehicles such as non-armored automobiles, vans, light trucks shall be used. Only armored cars meeting the standards of the accepted industry definition of such vehicles will be acceptable.

12. This line intentionally left blank.
13. Contractor shall at all times observe and comply with all federal and state laws and local ordinances and regulations and shall obtain all permits and licenses required to furnish armored car services in accordance with any contract that results from this solicitation.
14. This line intentionally left blank.
15. This line intentionally left blank.
16. The contractor shall perform pickups according to *Pickup Location and Pricing Schedule*. Contractor shall not assume that pickups will not be needed on state holidays. Contractor shall contact agencies to determine need for holiday service prior to the holiday.
17. The contractor shall provide pickup service within a two (2) hour window of the times listed in the "Preferred Time of Pick-up" column of the *Pickup Location and Pricing Schedule*. The two (2) hour window is defined as within one (1) hour before and one (1) hour after the times listed in the "Preferred Time of Pick-up" column.

REPORTING AND DELIVERY INSTRUCTIONS

The contractor shall submit to the Division of Purchases and Supply by the 10th of each month a report showing the information requested in the attached *Monthly Usage Report*. The Contractor shall use monthly usage reports to calculate the 2% Surcharge Adjustment fee (SCA) to be paid by the Contractor to the Commonwealth each quarter (see *REPORTS/SURCHARGE ADJUSTMENT FEE (SCA)* section of the Terms and Conditions Summary).

TERMS AND CONDITIONS SUMMARY

AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the

effective date of cancellation.

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

INSURANCE/LIABILITY (with revisions 06/30/2009): *Please note: this term and condition was updated for the first contract renewal starting August 1, 2009.*

CRIME: Contractor shall maintain an Armored Car "All Risk" Cargo Transportation and Storage Insurance Policy obtained from an insurance company licensed to conduct insurance business in the Commonwealth of Virginia as well as the home state of the contractor, and which has an A.M. Best Company rating of A- or better, as reflected in the current A.M. Best Ratings & Reports publication, with limits of coverage of not less than dollar amounts specified in the LIABILITY section of this term and condition for Loss Inside the Premises and Loss Outside the Premises. The policy shall include coverage for Theft, Disappearance and Destruction, Forgery or Alteration, Employee Dishonesty, and Property other than Money and Securities. The policy shall allow a minimum of 120 days to file a proof of loss. The policy shall include temporary employees in the definition of employees. A certificate of insurance for this insurance shall be presented to the Purchasing Agency prior to the start of service on this Contract.

COMMERCIAL GENERAL LIABILITY Declaration Sheet: In addition, the Commercial General Liability Policy Declaration Sheet shall be presented to the Purchasing Agency prior to the start of service on this Contract. The certificate of insurance and Policy Declaration Sheet must show the name of the insurance company, limits and type of coverage, policy number, name and address of licensed insurance agent, as well as language naming the Commonwealth of Virginia as additional insured on this policy with respect to this Contract and referencing this Contract Number for coverage. The certificate of insurance must also provide at least a 30 days written cancellation notice to the contractor and the Purchasing Agency. The contractor agrees to maintain such policy until the completion of the contract, agrees to abide by all insurance policy warranties and conditions during the entire term of the contract, and all money and property of the Commonwealth is remitted to the Commonwealth. The contractor further agrees to present a certificate of insurance and Policy Declaration Sheet for each contract renewal period prior to the start of the renewal period.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY: Contractor shall maintain workers' compensation and employer's liability insurance with Code of Virginia statutory requirements and benefits and a minimum of $100,000 in employer's liability coverage. The policy shall be placed with an insurance company with an A.M. Best Company rating of A- or better as reflected in the current A.M. Best Ratings & Reports publication.

COMMERCIAL GENERAL LIABILITY: Contractor shall maintain broad form coverage of a minimum of $1,000,000 per occurrence with a $3,000,000 aggregate specific to this Contract

with an insurance company with an A.M. Best Company, Inc. rating of A- or better as reflected in current A.M. Best Ratings & Report publication. The policy shall include coverage for Products and Completed Operations and shall name the Commonwealth of Virginia as an additional insured.

COMMERCIAL AUTOMOBILE LIABILITY: Contractor shall maintain a commercial automobile liability insurance policy with a minimum of $1,000,000 Combined Single Limit with an insurance company with an A.M. Best Company rating of A- or better as reflected in the current A.M. Best Ratings & Report publication.
The contractor shall have insurance according to the terms, conditions, and specifications of this solicitation, but in the absence, cancellation, or loss of such insurance by the contractor the contractor shall assume the entire liability for all money, checks, securities, and other property of the Commonwealth which the contractor is entrusted with.

LIABILITY: The contractor shall be liable for and insure all deposits and change-funds. The contractor shall obtain Armored Car “All-Risk” Transit and Storage Insurance, or comparable insurance, at no cost to the Commonwealth, covering coin, currency, and checks unable to be identified on a dollar for dollar, face value replacement basis up to $50,000.00 per occurrence. The contractor shall also provide Reconstruction of Checks Insurance, or comparable insurance, at no cost to the Commonwealth, up to $25,000.00 per occurrence, providing funds for check reconstruction, including stop payment fees, postage, labor, and any other reasonable cost in replacing checks. Additional insurance shall be obtained by the contractor when the coin and currency of a deposit or change fund request exceeds $50,000.00. An excess insurance charge shall be billed by the contractor for each thousand of dollars of coin and currency exceeding $50,000.00.

The estimated daily maximum deposit of cash and checks, and the estimated daily maximum deposit of cash for each state agency and other public body location are shown on the attached Schedule of Locations spreadsheet. The dollar amounts listed are estimates based on deposits in 2005. Actual deposits may exceed the estimated deposit amounts stated. The Commonwealth does not guarantee any specific deposit amount and shall not be held responsible for any deviation. The Commonwealth reserves the right to negotiate insurance levels and monthly prices with the contractor as needed during the contract period, either by pickup location, group of locations, or all locations.

Contractor's liability commences upon receipt of any shipment from an agency location, public body location, or financial institution, and terminates upon delivery to and receipt by the designated agency location, public body location, or financial institution. Contractor shall have motor carrier’s liability as required by the Commonwealth of Virginia Department of Motor Vehicles.

In the event of property damage or loss, the contractor shall furnish written reports as to the type and amount of the damage or loss within thirty-six (36) hours after such damage or loss.

In the event of a claim for loss under the contract, the agency or public body shall agree to promptly and diligently assist the contractor to establish the identity of the property lost or destroyed, and to take such other steps as may be necessary to assure the maximum amount of recovery at a minimum cost. Affirmative written proof of the property lost or destroyed shall be furnished to the contractor and said proof of loss, subscribed and sworn to by the agency or public body shall be substantiated by the books, records, and accounts of the agency or public body.

SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: Each prime contractor who wins an award in which provision of a small, women or minority-owned (SWAM) procurement plan is a condition of the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate remedies may be assessed in lieu of withholding such payment.

RENEWAL OF CONTRACT/PRICE ADJUSTMENTS:

The initial three-year contract period was August 1, 2006 through July 31, 2009. Contract PF-673-11VP is the second renewal period and covers August 1, 2010 through July 31, 2011. The contract may be renewed by the Commonwealth upon written agreement of both parties for one (1) additional successive one year period, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

This contract may be renewed under the terms and conditions of the original contract except as stated below. Price adjustments may be permitted for changes in the contractor's cost of providing goods and services. The "Services", "All Items", and other relevant categories of the CPI-U, U.S. City Average section of the Consumer Price Index of the U.S. Bureau of Labor Statistics, will be used as guides to evaluate requested price changes, as will other indices including Producer Price Index and U.S. Department of Energy fuel statistics. No price increases will be authorized for 365 calendar days after the effective date of the contract, with the exception that the Commonwealth will consider price adjustment requests six months (approximately 180 calendar days) after the effective date of the contract based on changes in fuel cost for transportation. Price escalation may be permitted only at the end of 365 calendar days and each 365 calendar days thereafter and only where verified to the satisfaction of the purchasing office, with the exception that fuel cost price escalation may be permitted only at the end of six months (approximately 180 calendar days) and each six months (approximately 180 calendar days) thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period. Contractor shall give not less than 30 days advance notice of any price increase request, with documentation,

to the purchasing office. The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

SECURITY LICENSE: In accordance with § 9.1-139 of the Code of Virginia (1950), the bidder/offeror shall be licensed by the Department of Criminal Justice Services for solicitations which include the following work: installation, service, maintenance, or design of security equipment; security officer service; and/or private investigator service. Licenses must be obtained prior to submitting a bid/offer. The bidder/offeror shall place their license number, and the license number of any subcontractors, with their proposal. For assistance, bidders/offerors may contact the Department of Criminal Justice Services at 804-786-0460.

eVA Business To Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

a. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 1%,

capped at $1,500 per order.

eVA Business-To-Government Contracts and Orders: It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified in below assessed for each order.

a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, Capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at $1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

ADDITIONS/DELETIONS AND CHANGES OF SERVICE: The Commonwealth reserves the right to add and delete pickup locations, change the day and/or times of service, change the financial institution, financial institution location, and/or financial institution deposit times, add similar services, and delete services as needed during the term of the contract with written notification to the contractor. Prices for services to be added to the contract will be mutually agreed to by the Commonwealth and the contractor. Contract amendments will be issued in writing by the Department of General Services, Division of Purchases and Supply for all additions or deletions. The Commonwealth does not guarantee a minimum or maximum number of pickups per

week or a minimum or maximum number of pickup locations.

REPORTS/SURCHARGE ADJUSTMENT FEE (SCA):

A. CONTRACTOR'S MONTHLY REPORT OF SALES: Contractors shall provide electronic reports in Microsoft Excel format on a monthly basis showing invoiced sales data. Reports are to be provided no later the 10th of each month, reporting total invoiced sales and returns transactions that took place in the immediately prior month. Monthly reports shall be sent to the contract officer and to the following email address: vappreport@dgs.virginia.gov. Consistent report tardiness may be cause for contract termination.

B. SURCHARGE ADJUSTMENT: The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. The Contractor must remit the SCA fee within 30 days after the end of each calendar year quarter. It is the intent of the Commonwealth to capture 2% of all invoiced transactions under the Contract. The SCA fee equals two percent (2%) of the total invoiced sales as reported in the Contractor's monthly reports for the three previous months. The SCA fee amount due must be paid by check. The check stub or other remittance material must include "VAPP SCA fee", the contract number, and dates of the three-month reporting period. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates agreement, then the payment shall be made by check as described herein made payable to the Treasurer of Virginia.

Checks are to be payable to: Treasurer of Virginia.

Checks are mailed to:
Department of General Services
P.O. Box 267
Richmond, VA 23218-0267

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in termination or cancellation of this Contract.

Mandatory Acceptance of Small Purchase Charge Card: *Please note: this term and condition was updated for the first contract renewal starting August 1, 2009.*

Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is **mandatory (unless waived by DPS) within 90 days of contract award.** For current contracts where acceptance of the purchasing card is not in effect, **Contractors must (unless waived by DPS) accept purchase card**

payments within 90 days of contract renewal.

Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at **Level 2, which is mandatory or Level 3, which is optional.** Information on the various levels for the **Bank of America (BOA) Visa Purchasing Card** is indicated below.

Charge Card Levels:

The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is level 2.

Level 1 vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

Level 2 vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is mandatory for any vendors who do business with the Commonwealth of Virginia and accept Bank of America (BOA) Visa Purchasing Card.

- Customer Code (PCO Number from eVA)
- Vendor Tax ID

Level 3 vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (which is optional) data which is considered Superior data, the vendor will receive the lowest interchange costs.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount

BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability

partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

METHOD OF PAYMENT:

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the services are approved as acceptable by the Contract Administrator.

The firm shall submit invoices listing the services performed and completed to the Contract Administrator. The invoice should cite the Purchase Order Number, and dates of services.

The State will make payment to the firm, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services.

PICKUP LOCATIONS AND PRICING

See attached *Pickup Location and Pricing Schedule* dated July 28, 2010 for individual pickup locations and pricing. To receive a copy of this schedule, contact Matt Manion, Statewide Service Contract Officer, at matt.manion@dgs.virginia.gov or 804-786-2397.