



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES & SUPPLY
1111 East Broad Street, Richmond, Virginia 23219
February 1, 2013

CONTRACT NOTICE AWARD E194-72746

Title: Armored Car Services NIGP Code 99010

Contract Period: February 1, 2013 through February 1, 2015

Authorized User: 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 in the geographic regions served by the Contractor which are added to the contract after award.

CONTRACTOR INFORMATION

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

State Representative
Chris Scholz
Account Executive
Office: (804) 672-3300
Fax: (804) 672-3624
Mobil: (804) 400-6103
Email: chris.scholz@dunbararmored.com

eVA Vendor Number E5486

(See Protocol Fact Sheet for Ordering)

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 because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

A handwritten signature in cursive script that reads "S. White".

Sandra D. White, VCO
Statewide Contract Officer, Services
Telephone: (804) 786-0078 Fax: (804) 786-5413
Email: sandra.white@dgs.virginia.gov

INTRODUCTION

PICKUP LOCATIONS AND PRICING

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 in the geographic regions served by the Contractor which are added to the contract after award.

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 in the purchase of services listed in the Pickup Location and Pricing Schedule. 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.

ORDERING INSTRUCTIONS

1. Orders:
 - A. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia will order items/services through Eva (www.eva.virginia.gov).
 - B. If this contract is authorized for use by localities, Virginia cities counties, towns, and political subdivisions, orders will be placed through eVA to the maximum extent possible.
 - C. See the **Protocol Fact Sheet** on how to place orders or to make changes to locations.
 2. 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.
 3. **Renewals:** This contract has three (3) optional one-year renewal periods. The contract will be resolicited by the Commonwealth at a reasonable time (approximately 120 days) prior to the expiration.
 4. **Price Adjustments:** Price adjustments may be allowed every 365 days, if justified. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. The contractor is required to pass on any price reductions immediately. **IMPORTANT!** All price increases must be approved by the contract officer. Contract users will be sent a Notice of Contract Change from this office as official notification of such changes, if approved.
-

Pickup Location and Pricing Schedule: To receive a copy of this schedule, contact Sandra White, Statewide Service Contract Officer, at sandra.white@dgs.virginia.gov or 804-786-0078.

Dunbar’s Holiday Schedule

Dunbar Holiday Schedule	No Service Available	Included in Monthly Standard Rate	Surcharge Applies
New Year’s Day	x		
Lee-Jackson Day		x	
Martin Luther King, Jr. Day			x
George Washington Day			x
Easter	x		
Memorial Day			x
Independence Day			x
Labor Day			x
Columbus Day			x
Veterans Day			x
Close at Noon		x	
Thanksgiving Day	x		
Day After Thanksgiving		x	
Day before Christmas	x		
Christmas	x		
Office Closed		x	

STATEMENT OF NEEDS

The Contractor shall furnish all labor, supervision, equipment, materials, and services to provide armored cars services to selected Commonwealth of Virginia agencies and other public bodies according to the terms, conditions, and specification described herein.

Contractor shall pick up money, checks, securities and other property (also referred herein as “deposit”) at the agency locations as needed according to *Attachment 3: Pickup Location and Pricing Schedule* 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.

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. Any excess items fees charged by contractor should be limited to \$1.00 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.

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.

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.

Contractor shall provide a security system to enable agencies to identify contractor's authorized collectors. The Commonwealth reserves the right to evaluate and determine acceptability of security system(s) offered by Offeror(s) and to negotiate security system modifications with Offeror(s) prior to making the award(s). Provide a detailed description of your security system with your proposal.

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." (*Reference "Deposits", Topic No 20205*) Contractor should 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. The Offeror's timeframe for making deposits shall be provided on the *Attachment 3: Pickup Location and Pricing Schedule* and may be a factor in making the award(s).

Upon request, the Contractor shall provide change-fund delivery 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.

The Contractor "All Risk" insurance shall provide coverage on armed, uniformed, properly licensed guards who have been trained and are experienced in armored car pickup and delivery service. A minimum of two (2) such guards must be provided per vehicle. 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. Guards must have a professional appearance.

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.

Variations in methods of pick-ups are to be coordinated with the appropriate law enforcement office for said location as required.

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.

After the contract is awarded, the Commonwealth will provide the successful contractor(s) with the names and telephone numbers of all agency representatives. These individuals will serve as the daily contacts with the contractor for any questions for that agency.

The contractor shall assign a project manager to interface with the Commonwealth for any contract that results from this solicitation. The project manager shall handle and resolve all issues including, but not limited to, pick-ups, billing and reporting.

The contractor shall perform pickups according to *Attachment 3: 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. Department of Alcoholic Beverage Control stores may be open on state holidays and will require pickups on those days. Exceptions in the past have been New Year's Day (observed), Memorial Day, Independence Day (observed), Labor Day, Thanksgiving Day, and Christmas Day (observed). However, these exceptions are subject to change.

The contractor should provide pickup service within a two (2) hour window of the times listed in the "Preferred Time of Pick-up" column of *Attachment 3: 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.

The contractor should notify the pickup location if a regularly scheduled pickup will not be made that day.

REPORTS

Agency Report. Upon request by the state agency or other public body the contractor shall provide reports showing contract usage including but not limited to number of pick-ups, pick up dates, deposit delivery information, itemized price information, etc.

Division of Purchases and Supply Report: The contractor shall submit to the Division of Purchases and Supply at the end of each quarter a report showing the following breakdown by state agency or other public body:

- a. Total dollar invoiced for regular pickups (monthly price)
- b. Total dollar invoiced for excess insurance charge
- c. Total dollar invoiced for excess items fee
- d. Total dollar invoiced for waiting charge
- e. Total dollar invoiced for special pickup charges
- f. Total dollar of "No Pickup Credit"

GENERAL TERMS AND CONDITIONS

VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the "Vendor" tab.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). In every contract over \$10,000 the provisions in 1. and 2. below apply: 1. During the performance of this contract, the contractor agrees as follows: a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

Changes can be made to the contract in any of the following ways: 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written

agreement to modify the scope of the contract. 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: a. By mutual agreement between the parties in writing; or b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website (www.eva.virginia.gov) for a minimum of 10 days.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, website 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 procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: 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: 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.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- 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 thru June 30, 2011, 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.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 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 specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

SET ASIDES

This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

PAYMENT (part 1 of 4): To Prime Contractor: a.) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). b.) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. c.) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed. d.) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt

Collection Act. e.) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed.(Continued on part 2)

PAYMENT (part 2 of 4): In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363). 2. To Subcontractors: a.) A contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. (continued on part 3)

PAYMENT (part 3 of 4): b.) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth. 3.) Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to 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. 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 penalties may be assessed in lieu of withholding such payment.

PAYMENT (part 4 of 4): The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

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.

SPECIAL TERMS AND CONDITIONS

ADVERTISING In the event a contract is awarded for services resulting from this proposal, no indication of such sales or services to the Commonwealth will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth has purchased or uses any of its products or services, and the contractor shall not include the Commonwealth in any client list in advertising and promotional materials.

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.

ADDITIONAL USERS: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

INVOICES: The contractor shall submit invoices as directed by the state agency or other public body placing the order. The invoice should cite the Purchase Order Number, description and dates of services.

PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

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.

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

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: 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.

Dunbar Insurance Coverage

The "All Risk" coverage, known as transit and storage insurance, which Dunbar Armored shall provide for the selected Commonwealth of Virginia agencies, and public bodies. The "All Risk" armored car cargo liability will cover currency, coin, checks and other valuables against all risks of physical loss of or damage to the insured property up to your stated liability limits. Checks are subject to reconstruction.

The armored car "All Risk" insurance will provide for the safety of all funds in our possession. The current policy limit is \$400,000,000.00 per occurrence, (through Great American and Lloyds of London). This policy provides aggregate maximum loss coverage for employee fidelity coverage as extra assurance of performance. This insurance is included in our transit and storage policy. The certificate will show liability limits consistent with your specifications.

General Insurance Coverage

Dunbar Armored carries public liability coverage for property damage and bodily injury in the amount of \$1,000,000 for each person and \$1,000,000 for each accident, to protect our servants and agents performing work or furnishing services covered by this contract from all claims for personal injury, including loss of life, as well as from all claims for property damage which may arise from operations under this contract, whether caused by us or by anyone directly or indirectly employed by or acting for us. In addition, we have an umbrella policy covering excess liability up to \$50,000,000. A certificate of this coverage is kept in the contract office records.

Automobile Liability

Automobile liability policy provides bodily injury and property damage combined single limits in the amount of \$2,000,000 for each accident.

Worker's Compensation

Worker's Compensation coverage will be provided with statutory minimum limits. The insurance package provides what is needed and has been designed for protection. Dunbar's "All Risk" coverage amounts provides adequate protection based upon the potential volume of activity.

* A full copy of the Certificate of Insurance & Cargo specimen is kept on file in the contracting office.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices, actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

RENEWAL OF CONTRACT/PRICE ADJUSTMENTS: The contract that results from this solicitation will have an initial contract period of two (2) years. The contract may be renewed by the Commonwealth for three (3) successive one-year periods 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 will be given approximately 60 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 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 an offer. The offeror should place their license number in the space provided below:

Private Security Services Business License Number: _____
For assistance, bidders/offerors may contact the Department of Criminal Justice Services at 804-786-4700.

16. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

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 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 thru June 30, 2011, 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.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
- d. For orders issued July 1, 2013, 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 specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes. The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, 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-catalogmanager@dgs.virginia.gov.

CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2- 4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance. Complete Attachment 5 and return with your proposal.

MANDATORY ACCEPTANCE OF SMALL PURCHASE CHARGE CARD:

Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Dealers providing goods and services under this purchasing agreement 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. Page 5 of 6 **Attachment 2: Special Terms and Conditions** RFP 116 Armored Car Services July 27, 2012. 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

FINANCIAL WARRANTY: Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body, and upon request from DGS, Contractor shall ensure

that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor. Page 6 of 6 **Attachment 2: Special Terms and Conditions** RFP 116 Armored Car Services.

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.

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and any subcontractors are properly licensed for providing the goods/services specified.