

November 26, 2008

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT OFFICER
302-857-4557

SUBJECT: **AWARD NOTICE, Addendum #3, effective August 29, 2011**
CONTRACT NO. GSS08034-ARMORED_CAR
Armored Car Services

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OF
KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. **MANDATORY USE CONTRACT:**

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. **CONTRACT PERIOD:**

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Each vendor's contract shall be valid a one (1) year period from December 1, 2008 through November 30, 2009. Each contract may be renewed for two (2) additional two (2) year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

Contract has been extended for two years effective through November 30, 2011.

3. **VENDORS:**

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ARMORED CAR SERVICES:

Mr. Mike S. Furman,
Garda.
4200 Governor Printz Blvd
Wilmington, DE 19802
PHONE: 302-762-5444 EX 277
MIKE.FURMAN@GARDAGLOBAL.COM

4. **PRICING:**

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Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by the State.

5. **PRICE ADJUSTMENT:** (Fuel Surcharge Index)

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If and when it becomes necessary due to the extraordinary escalation of fuel costs over the next several years, a fuel surcharge may be negotiated at the extension of the option year(s). This calculation shall be derived by the use of an index-based surcharge that is adjusted monthly. Changes to the surcharge will be effective the first Monday of each month and posted approximately two weeks prior to the effective date. For billing convenience, Vendor will also post a 90-day surcharge history. The surcharge will be based on the National U.S. Average on Highway Diesel Fuel Prices reported by the U.S. Department of Energy for the month that is two months prior to the adjustment.

ADDITIONAL TERMS AND CONDITIONS

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6. **BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. Garda will accept full payment by conventional check and/or ACH payment, to set up ACH payment contact Mike Furman.

8. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

9. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

10. **FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

11. **AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

12 **INSURANCE REQUIRED:**

Each bidder must provide a certificate of insurance with their bid certifying appropriate coverage: (5 Del. Code Chapter 3209).

- a. **Armored Vehicle Service** - The Commissioner, may at his discretion, upon a showing of good cause, issue a license to an applicant whose insurance contracts show that it has less than \$5 million of such all risk coverage if it is established to the Commissioner's satisfaction that the amount of such applicant's all risk coverage is adequate, however, under no circumstances shall a license be issued to any applicant where the amount of its all risk insurance coverage is less than \$2 million.

13. **CUSTOMER SERVICE CONTACT:**

ZONE ONE - (NEW CASTLE COUNTY)

NAME AND PHONE NUMBERS OF TWO MANAGEMENT PERSONNEL TO BE CONTACTED IF PROBLEMS OR EMERGENCIES OCCUR

NAME Chip Woods

TITLE Wilmington Terminal Manager

PHONE NUMBER 302-762-5444 or 302-218-9961

NAME Steve Murphy

TITLE Regional District Manager

PHONE NUMBER 302-762-5444 ext. 229 or 302-218-9893

NAMES OF INDIVIDUAL(S) THAT MAY BE CONTACTED IF SERVICE OR INFORMATION IS REQUESTED BY USING AGENCY

NAME Mike Furman

TITLE Business Development Manager

PHONE NUMBER 302-762-5444 ext. 277 or 302-218-9154

ZONE TWO - (KENT COUNTY)

NAME AND PHONE NUMBERS OF TWO MANAGEMENT PERSONNEL TO BE CONTACTED IF PROBLEMS OR EMERGENCIES OCCUR

NAME Herb Eldridge

TITLE Dover Terminal Manager

PHONE NUMBER 302-736-3330 or 302-218-9837

NAME Steve Murphy

TITLE Regional District Manager

PHONE NUMBER 302-762-5444 X 229 or 302-218-9893

ZONE TWO:

NAMES OF INDIVIDUAL(S) THAT MAY BE CONTACTED IF SERVICE OR INFORMATION IS REQUESTED BY USING AGENCY

NAME Herb Eldridge

TITLE Dover Terminal Manager

PHONE NUMBER 302-736-3330 x 277 or 302-218-9154

NAME Steve Murphy

TITLE Regional District Manager

PHONE NUMBER 302-762-5444 x 229 or 302-218-9893

NAME Michael Furman

TITLE Business Development Manager

PHONE NUMBER 302-762-5444 ext. 277

14. **LIABILITY:**

The contractor shall be absolutely liable for any loss, damage, destruction or impairment of the money or valuables placed in his possession in addition to whatever additional liability shall be imposed upon him by reason of contractual obligations or the laws of this state or any other applicable law.

The burden of proving the delivery to and the receipt of such money or valuables by the person to whom it was directed to be paid or delivered shall be upon the transporter. (5 Del. Code Chapter 3212).

Note: The standard cash liability limit for each location is \$100,000.00 per location. Newark Toll and Monroe Street facilities require \$250,000.00 per location coverage. Any deposit exceeding these limits will be fully insured at a cost of 30 cents for every thousand dollars over the given liability limit.

15. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan April 2005.

VENDOR EMERGENCY RESPONSE POINT OF CONTACT:

Dispatch Unit _____ phone umber: 302-762-5444 ext. 200

16. **PENALTY:**

The appropriate State Agency will deduct the daily fee and penalty fee of \$50 from the monthly bill.

17. **CONTRACT CONTINUITY/TRANSITIONAL PERIOD**

In the event the service or services are scheduled to end by contract expiration or to be terminated by the State (at the State's discretion), and if requested by the State, the Vendor must continue the service(s) until new service(s) can be completely operational. At no time shall this transitional period extend more than ninety (90) days beyond the expiration date of the existing contract. The Vendor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the State.

18. **UNANTICIPATED SERVICES**

Should additional State initiated work be required which is beyond the scope of this ITB, the State of Delaware reserves the right to negotiate with the awarded vendor reasonable fees for services unanticipated or not existing at the time of the awarding of the contract. If required, the State will request a written cost estimate and a schedule of the work plan. The State must approve the fees and/or work plan prior to initiation of the work. Upon failure to arrive at a negotiated fee schedule and work plan, the State may, at its option, contract for the services through a competitive process.

19. **PRIME CONTRACTOR RESPONSIBILITIES**

The selected Vendor, and any successor Vendor (in the event of merger/acquisition or other change in operating status), will be required to assume sole responsibility for the complete effort of any contract(s) awarded to the Vendor subsequent to its bid submission, and assume all cost incurred by the State, directly or indirectly, in connection with or as a result of the transition. If a merger/acquisition has been announced prior to or during the Vendor's proposal preparation period, identify all relevant or emerging dates surrounding the merger relative to official name change, system changes, account number changes, etc. if known at the time of bid submission. The State will consider the prime contractor to be the sole point of contact with regard to contractual matters. The prime contractor is responsible for the professional quality, technical accuracy, timely completion of any and all services awarded to the Vendor as a result of the solicitation, and without additional compensation, corrects or revises any errors, omissions, or other deficiencies in his products, services, reports, equipment, information, etc. in order to meet the requirements as specified herein.

20. **SUBCONTRACTING**

All subcontractors must be approved by the State. If the Vendor has knowledge prior to proposal submission date that any part of the work covered by this request will be subcontracted, the Vendor shall identify the subcontracting organization, its officers and the contractual arrangements made therewith, and state what services are to be subcontracted. If, during the contract term, the Vendor desires to employ or replace any subcontractor, the Vendor must provide ninety (90) days written notice to the State. The State will evaluate the replacement firm's qualifications. No replacement firm shall begin work without prior State approval. The prime contractor is totally responsible for adherence by the subcontractor to all provisions of the contract between the Vendor and the State. Nothing contained in these specifications or subsequent specifications shall be construed as creating any contractual responsibility between the subcontractor(s) and the State.

21. **ASSIGNMENT**

The Vendor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval, in writing, by the State. Unless otherwise agreed to in writing by the State, the assignee shall bear all cost incurred by the State, directly or indirectly, in connection with or as a result of such an assignment.

22. **OWNERSHIP OF MATERIAL**

Ownership of all data, material and documentation originated and prepared exclusively for the State pursuant to any contract shall belong exclusively to the State and shall be delivered to the State upon thirty (30) days notice by the State.

23. **DISASTER RECOVERY PLAN**

As part of any contract award, the vendor shall be required to maintain a disaster recovery plan designed to minimize any disruption to the services being performed. The disaster recovery plan, contingency and backup procedures shall be made available for review by the State. Given the worse case scenario, the vendor should be completely functional within 24 hours of a major disaster. **SEE CONTRACT FILE FOR DETAILS.**

24. **EXTRA PICKUP CHARGES:**

Extra Pick Up Charges are an additional \$45.00 per pick up. **

25. **WEATHER:**

If the Governor has declared an State of Emergency or Only Essential Personal Report for Duty that the fee would be waived. The process belongs to AT Systems, though they will communicate with the Agencies regarding any changes outside the scope of work. If during a hurricane or bad weather, they will call 95 Toll Operations to alert them to the emergency weather plan is in effect.

26. **PICKUP TIMES:**

Pick up times should not be made during shift changes, so a window of ½ hour before shift change and after shift change was negotiated. 6:45 – 7:15.

27. **PREMISE TIME:**

The standard premise time for each location is five (5) minutes. Any armored transaction that exceeds this limit will be charged an excess premise charge of \$1.75 per minute.

ARMORED CAR SERVICE

28. **PRICING:**

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Prices will remain firm for the term of the contract year.

Addendum #4 adjusts the pickup requirements for Newark Train Station and DE Transit Mid-County locations.

LOCATION OR COLLECTION POINT	PREFERRED TIME OF PICK UP	FREQUENCY OF PICK UP	MONTHLY COST PER LOCATION	EXTRA PICK-UP COST
Newark Toll Plaza 1200 Whitaker Road Newark, DE 19702	8:30 (a.m.) – 1:00 (p.m.)	EVERYDAY	\$760.50	\$45.63
Biddle’s Corner 2111 DuPont Hwy. Middletown, DE	9:00 (a.m.) – 11:00 (a.m.)	EVERYDAY	\$1140.75	\$45.63
Boyd’s Corner Middletown, De Automatic Coin Machines	9:00 (a.m.) – 11:00 (a.m.)	EVERYDAY	\$760.50	\$45.63
Dover Toll Plaza 200 Plaza Drive Dover, DE	8:00 (a.m.) – 9:00 (a.m.)	EVERYDAY	\$1140.75	\$45.63
Denny’s Road Toll Plaza 100 Penny Lane Dover, DE Automatic Coin Machines	7:30 (a.m.) – 8:30 (a.m.)	EVERYDAY M-F	\$760.50	\$45.63
South Smyrna Smyrna, DE Automatic Coin Machines	7:30 (a.m.) – 8:30 (a.m.)	M, W, F	\$329.55	\$45.63
Smyrna Rest Area Smyrna, DE	9:00 (a.m.) – 10:00 (a.m.)	EVERYDAY	\$760.50	\$45.63
Division of Revenue 820 N. French Street Wilmington, DE 19801	1:00 (p.m.) – 2:00 p.m.)cash	EVERYDAY	\$557.70	\$45.63

ARMORED CAR SERVICE

LOCATION OR COLLECTION POINT	PREFERRED TIME OF PICK UP	FREQUENCY OF PICK UP	MONTHLY COST PER LOCATION	EXTRA PICK-UP COST
Dover DMV 303 Transportation Circle Dover, DE 19903	2:30 p.m. Wednesday After 2:30 p.m.	MONDAY - FRIDAY	\$557.70	\$45.63
Minquadale DMV 2230 Hessler Blvd. New Castle, DE 19720	1:30 p.m. Wednesday After 7:00 p.m.	MONDAY - FRIDAY	\$557.70	\$45.63
New Castle DMV Airport & Churchman Rd New Castle, DE 19720	2:30 p.m. Wednesday After 6:30 p.m.	MONDAY - FRIDAY	\$557.70	\$45.63
Georgetown DMV South Bedford Street Ext. Georgetown, DE 19947	2:00 p.m. Wednesday After 2:00 p.m.	MONDAY - FRIDAY	\$557.70	\$45.63

NOTE: MONEY MUST BE DEPOSITED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN TITLE 29, SUBSECTION 6103, DELAWARE CODE WITH THE EXCEPTION THAT MONIES SHALL BE DEPOSITED TO THE CREDIT OF EITHER THE STATE TREASURER OR THE TRANSPORTATION TRUST FUND; BY CONTRACTOR BY 7:00 P.M. EST. DAILY.

ARMORED CAR/CASH PROCESSING, BANKING SERVICE AND COURIER SERVICE
ARMORED CAR SERVICE FOR DART

LOCATION OR COLLECTION POINT	PREFERRED TIME OF PICK UP	FREQUENCY OF PICK UP	MONTHLY COST PER LOCATION	EXTRA PICK-UP COST
Newark Train Station 10 Mopar Drive Newark, DE 19713	8:00AM – 10:00AM	TUESDAY, THURSDAY, FRIDAY	\$329.55	\$45.63
DE Transit/Dover 900 Public Safety Blvd Dover, DE 19901	Before 4:30 but not before noon	MONDAY - FRIDAY	\$557.70	\$45.63
Wilmington Train Station Martin Luther King Blvd & Market Street Wilmington, DE 19801	After 11:00 A.M. but before 6:00 P.M.	MONDAY - FRIDAY	\$557.70	\$45.63
DE Transit Corp 718 Market Street Mall Wilmington, DE 19801	After 9:00A.M. but before 3:30P.M.	MONDAY - FRIDAY	\$557.70	\$45.63
Krapf's Coaches 1400 First State Blvd. Wilmington, DE	Before noon	FRIDAY	\$109.77	\$45.63

**ARMORED CAR SERVICE
 ARMORED CAR SERVICE FOR DART**

LOCATION OR COLLECTION POINT	PREFERRED TIME OF PICK UP	FREQUENCY OF PICK UP	MONTHLY COST PER LOCATION	EXTRA PICK-UP COST
DE Transit/ Monroe Street 1 S Monroe Street Wilmington, DE 19801	After 8:30 A.M. But before 4:30 P.M.	MONDAY - FRIDAY	\$557.70	\$45.63
DE Transit/Rehoboth Country Club Road Rehoboth, Beach DE 19971	S & S b/w 8:30 – 9, M-F b/w 9 - 6	EVERYDAY	\$760.50	\$45.63
DE Transit/Mid County 1423 S. Dupont Highway New Castle, DE	1:00PM – 4:00PM	TUESDAY, THURSDAY, FRIDAY	\$557.70	\$45.63
DE Transit – Georgetown 23737 DuPont Blvd. Georgetown, DE	11:30 – 2:00	MONDAY, WEDNESDAY, FRIDAY	\$329.55	\$45.63

Award Notice – Addendum #4
Contract No.: GSS08034-ARMORED_CAR

**ARMORED CAR/CASH PROCESSING, BANKING SERVICE
AND COURIER SERVICE**

PLEASE NOTE ANY ADDITIONAL RATES FOR HOLIDAY PICK-UPS:
Newark Tolls Location (95) is mandatory everyday pickup, including Holidays.

MARTIN LUTHER KING, JR. DAY	\$ <u>55.77</u>
GEORGE WASHINGTON'S BIRTHDAY	\$ <u>55.77</u>
MEMORIAL DAY	\$ <u>55.77</u>
INDEPENDENCE DAY	\$ <u>55.77</u>
LABOR DAY	\$ <u>55.77</u>
COLUMBUS DAY	\$ <u>55.77</u>
VETERAN'S DAY	\$ <u>55.77</u>
THANKSGIVING DAY	\$ <u>55.77</u>
CHRISTMAS DAY	\$ <u>CLOSED</u>
NEW YEARS DAY	\$ <u>55.77</u>
EASTER SUNDAY	\$ <u>CLOSED</u>