

EXHIBIT D
SPECIAL PROVISIONS

1. **Scope of Service**: Contractor will furnish armor car services as outlined in Exhibit C, Specifications.
2. **Personnel**:
 - a. Contractor will furnish at his expense a sufficient number of qualified employees for the efficient performance of this contract.
 - b. Contractor will provide bonded personnel for the services of this contract. A minimum of two (2) armed employees will be provided per trip.
 - c. Contractor and his employees must obtain installation passes and permits, as required by installation regulations.
 - d. Contractor personnel will be neat and clean, will abide by applicable regulations and conduct themselves so as not to reflect discredit on the Exchange or MCX.
 - e. Contractor will discontinue the use of any employee for performance of this contract upon written notice from the contracting officer that the individual is not (or no longer) acceptable for performance under this contract. Contractor will not use any such employee to perform other Exchange or MCX contracts without the prior written consent of the applicable contracting officer.
 - f. Contractor will not employ any individual for this contract who has been determined unacceptable for performance under any other Exchange or MCX contract or has been separated for cause by the Exchange or MCX.
3. **Risk of Loss**: The contractor will be liable for any loss of or damage to the Exchange or MCX owned property, including expenses incidental to any loss or damage, which results from misconduct, omission or negligence, lack of good faith on the part of the contractor's employees or agent.
4. **Insurance**:
 - a. Contractor will maintain in full force and effect during the period of the contract at least the insurance coverage set out in the Insurance Requirement exhibit of this contract.
 - b. Contractor will be liable for damage, loss, or injury to property or persons resulting from acts or omissions of contractor, his employees or agents, whether or not covered by required insurance.
5. **Indebtedness**: Contractor will pay promptly according to the terms thereof, all indebtedness incurred in connection with the performance of this contract.