

INVITATION for BIDS – TERM CONTRACT
SUPREME COURT OF VIRGINIA
Office of the Executive Secretary

to

PRINT & DISTRIBUTE SUPREME COURT OF VIRGINIA FLAT
FORMS

IFB # 111:17-0001

DUE: @ 3:00 PM, SEPTEMBER 29, 2016

ifbforflatforms16.doc



Please Note: OPTIONAL PRE-BID CONFERENCE: An optional pre- bid conference will be held at 2:00 PM on August 31, 2016, in the Sixth Floor Courts Conference Room at the Supreme Court Building, 100 North Ninth Street, Richmond, VA 23219. See page five (5) for additional details.

SUPREME COURT OF VIRGINIA
OFFICE OF THE EXECUTIVE SECRETARY
100 NORTH NINTH STREET

RICHMOND, VA 23219

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

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SUPREME COURT OF VIRGINIA
OFFICE OF THE EXECUTIVE SECRETARY

INVITATION for BIDS

Issue Date: 08/05/2016 IFB# 111:17-0001

Title: **SUPREME COURT OF VIRGINIA , Office of the Executive Secretary**
Term Contract to Print & Distribute Supreme Court of Virginia Flat Forms

Commodity Code: 96636

Period of Contract: From December 1, 2016 through November 30, 2017 with an option to renew for four(4) additional one - year periods.

Issuing Body: Supreme Court of Virginia
Office of the Executive Secretary
Purchasing Department
100 North Ninth Street, 3rd Floor
Richmond, VA 23219

Ship to Locations: Product will ship to various courts throughout the Commonwealth of Virginia and the Forms Distribution Center, Richmond, VA 23219

Sealed Bids will be received until 3:00 pm on September 29, 2016 for furnishing the goods described herein. Bids will be opened @ 3:01 on September 29, 2016 in the office of the Purchasing Administrator, 100 North Ninth Street, 3rd Floor, Richmond, VA 23219.

Bidders are reminded to clearly identify trade secret and proprietary material. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

Bidders must provide copies of the completed IFB as follows:

Paper

- one (1) paper copy with ink signature marked "Original"
- one (1) paper proposal marked "Redacted" with all confidential proprietary information removed. Note: only required if a bid is submitted with proprietary information.

Electronic

- one (1) electronic copy of the completed IFB on CD without redaction
- one (1) electronic copy marked "Redacted" with all confidential proprietary information removed. Note: only required if a bid is submitted with proprietary information.

Please Note: OPTIONAL PRE-BID CONFERENCE: An optional pre- bid conference will be held at 2:00 p.m. on August 31 , 2016 in the Sixth Floor Courts Conference Room at the Supreme Court Building, 100 North Ninth Street, Richmond, VA 23219. See page 5 for additional details

In compliance with this Invitation for Bids and **subject to all the conditions imposed therein and hereby incorporated by reference**, the undersigned bidder and agrees to furnish the goods at the Price(s) Indicated in the Pricing Schedule.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO:

Supreme Court of Virginia
 Office of the Executive Secretary
 Purchasing Administrator
 Joseph M. O'Brien, Jr.
 100 North Ninth Street, 3rd Floor
 Richmond, VA 23219

IFB # 111:17-0001 BIDDER INFORMATION	
Offeror (Vendor) Name:	
Signature (Required):	Date:
Signatory (Name and Title):	
Address (Street, City, State, Zip Code):	
FEI/FIN #:	
SCC ID #	
Telephone Number:	Fax:
E-Mail Address:	

BIDDERS ARE CAUTIONED THAT ANY RESULTING CONTRACT AWARDED WILL REQUIRE THAT THE CONTRACTOR RESPOND TO PURCHASES MADE WHENEVER AND WHEREVER PLACED BY THOSE AUTHORIZED USERS HAVING REQUIREMENTS FOR THESE GOODS/SERVICES. ALL ITEMS SHALL BE F.O.B. DELIVERED TO ANY SUCH POINT WITHIN THE COMMONWEALTH OF VIRGINIA.

OPTIONAL PRE-BID CONFERENCE: An optional pre- bid conference will be held at 2:00 p.m. on August 31, 2016, in the Sixth Floor Courts Conference Room at the Supreme Court Building, 100 North Ninth Street, Richmond, VA 23219.

The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this Invitation for Bids. Any changes or substantive clarifications to the IFB would be issued in the form of an Addendum, posted on Virginia’s eVA electronic procurement website and the Courts Home Page website (www.courts.state.va.us) and be sent to all Pre-Bid Conference attendees and inquirers.

Bidders planning to attend the optional Pre- Bid Conference should note that the Supreme Court Building is a secured facility, and visitors must provide photo identification and will be subject to security screening measures. Interested parties are requested to notify Joseph O’Brien in advance of their intention to attend the conference, and should bring a copy of the Invitation for Bids. No parking is provided at the Supreme Court Building, but limited street parking and nearby commercial parking decks are available.

All inquiries for information should be directed to:

PRIMARY CONTACT
<p><u>Mr. Joseph M. O’Brien</u> Dept. of Fiscal Services Office of the Executive Secretary Supreme Court of Virginia 100 North Ninth Street, 3rd Floor Richmond, VA 23219 (804) 786-7487 (804) 692-0889x jobrien@courts.state.va.us</p>

I. GENERAL TERMS AND CONDITIONS

- A. **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.
- B. **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.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Office of the Executive Secretary 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 §11-51 of the *Virginia Public Procurement Act*. 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, or disabilities, except where religion, sex or national origin 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.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Office of the executive Secretary, 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.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Office of the Executive Secretary 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 Office of the Executive Secretary under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Office of the Executive Secretary reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Office of the Executive Secretary may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder 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.
- J. **PAYMENT:**
 - 1. **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. 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 Office of the Executive Secretary 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 that 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 Office of the Executive Secretary for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the Office of the Executive Secretary and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- 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 Office of the Executive Secretary, 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 Office of the Executive Secretary.

- 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 Office of the Executive Secretary, or other appropriate penalties may be assessed in lieu of withholding such

payment.

4. The Commonwealth of Virginia's Department of Accounts encourages contractors and subcontractors to accept electronic and credit card payment.

- K. **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.
- L. **QUALIFICATIONS OF BIDDERS:** The Office of the Executive Secretary may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Office of the Executive Secretary all such information and data for this purpose as may be requested. The Office of the Executive Secretary reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Office of the Executive Secretary further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Office of the Executive Secretary that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Office of the Executive Secretary reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Office of the Executive Secretary.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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 Office of the Executive Secretary 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Office of the Executive Secretary of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Office of the Executive Secretary written decision affirming, modifying, or revoking the prior written notice. If the Office of the Executive Secretary decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Office of the Executive Secretary 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 Office of the Executive Secretary'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 Office of the Executive Secretary with all vouchers and records of expenses incurred and savings realized. The Office of the Executive Secretary 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 Office of the Executive Secretary within thirty (30) days from the date of receipt of the written order from the Office of the Executive Secretary. 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 Office of the Executive Secretary or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Office of the Executive Secretary, 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 that the Office of the Executive Secretary may have.

Q. **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.

R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that the Office of the Executive Secretary, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder 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 Office of the Executive Secretary 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 clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.

- S. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders 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.
- T. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Office of the Executive Secretary will publicly post such notice on www.eva.virginia.gov for a minimum of 10 days.
- U. **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.

- V. **NONDISCRIMINATION OF CONTRACTORS:** A bidder 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.
- W. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state offer prices in US dollars.
- X. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non stock 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

5. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the Commonwealth of Virginia APA or the Office of the Executive Secretary, whichever is sooner. The Office of the Executive Secretary, its authorized agents, and/or State (APA) auditors shall have full access to and the right to examine any of said materials during said period.
6. **CANCELLATION OF CONTRACT:** The Office of the Executive Secretary 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, either party, without penalty, may terminate the resulting contract 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.
7. **ADDITIONAL INFORMATION:** The Office of the Executive Secretary reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Office of the Executive Secretary deems desirable.
8. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Office of the Executive Secretary shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
9. **DELAYS IN AWARD:** The Office of the Executive Secretary intends to award a contract with an initial term of one year. Delays in award, beyond the anticipated starting date, may result in a change in the contract period indicated in the solicitation. If this situation occurs, a contract may be awarded for less than the initial term.
10. **OPTIONAL PRE-BID CONFERENCE:** An optional pre-bid conference will be held at 2 PM , August 31, 2016 at the Supreme Court of Virginia, 100 North Ninth Street, 6th Floor – Court Conference Center, Richmond, VA 23219. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a bid, Bidders who intend to submit a bid are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

11. **AWARD:** The purchasing office will make the award on a grand total basis to the lowest responsive and responsible. The purchasing office reserves the right to conduct any tests it may deem advisable and to make all evaluations. The purchasing office also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

Bidders shall quote *both* FOB delivered prepay and add, and FOB destination.

The costs for both FOB delivered prepay and add, and FOB destination, will be compared and the award will be made in the best interest of the Commonwealth.

An exact expenditure determination is impossible due to the following variables: number of forms ordered, number of orders placed, quantities of each order, and the design of each form.

Past awards have determined the best method of award is to assume one order of each form detailed on the forms schedule is the most probable reorder quantity. The individual prices will be added to determine a grand total for award to the lowest responsive, responsible bidder

A summary of the award formula is as follows:

FOB delivered, prepay and add freight price sheet: base price + applicable extra charges + transportation costs = price based on this method of pricing.

FOB destination, freight allowed price sheet: base price + applicable extra charges = price of one order form based on this method of pricing

The total cost of both method of pricing will be compared to determine the lowest price to the Office of the Executive Secretary.

In order to compute prices, specific order quantities from past forms usage of a one - year period will be utilized. These order quantities have been computed and entered on a spread sheet that is sealed and available for review after bid opening

Upon completion of pricing of one order of each form, all individual order prices will be added for a grand total for each bidder. Award will be made to the lowest responsive, responsible bidder.

When more than one rate schedule is submitted, the schedule with the highest rates will be utilized for evaluation. Also, in evaluation where it can be determined that UPS is less costly, the UPS rate may be used.

There are no guarantees which forms will be ordered, the number of purchase orders that will be placed, or the timing of any purchase orders.

12. **RENEWAL OF CONTRACT:** At the sole discretion of the Office of the Executive Secretary, and at a reasonable time (approximately 90 days) prior to its expiration date, this contract may be renewed up to four (4) additional one-year periods, upon agreement of both parties.
13. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted only for changes in the contractor's cost of paper. . No price increases will be authorized for 120 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 90 days thereafter and only when verified to the satisfaction of the purchasing office. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Office of the Executive Secretary.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Office of the Executive Secretary; and (2) verify the amount of percentage of increase which is being passed on to the contractor by the contractor's suppliers. The purchasing office will notify the using the contractor in writing of the effective date of any approved price adjustments. 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.

14. **PURCHASE DOLLAR REPORT:** The contractor shall furnish the Office of the Executive Secretary a statement covering the total dollar volume of purchases made under this contract at approximately 90 days prior to the contract expiration.
15. **PURCHASE VOLUME REPORT:** The contractor shall furnish the Office of the Executive Secretary a report of the total number of each contract item delivered under this contract at approximately 90 days prior to the contract expiration.
16. **CLASS 1 - EXCELLENT QUALITY PRINTING:** This class shall be used when good clean, crisp reproduction is required. One color or multiple color jobs may be classified as Class 1. Four-color process subjects shall have pleasing color matches with good skin tones; some color correction may be necessary. PMS color matches may be required. Very fine lines and drawings may be required. Normally half-tones or screen tints will require 133, 150, or 200 line screens. There is to be large reverse areas, and/or large solid areas where good even ink coverage is necessary. Because of the overall design, very accurate registration is required. Camera-ready copy is generally furnished. Metallic inks may be used. Finishing and bindery perforations shall be of the same excellent quality.
17. **PRINTING PICKUPS/DELIVERIES:** Contractor shall be responsible for all pickups and deliveries of all materials.
18. **OWNERSHIP OF PRINTING MATERIALS:** All artwork, camera-ready copy, negatives, dies, photos, and similar materials used to produce a printing job shall become the property of the Office of the Executive Secretary. Any furnished materials shall remain the property of the Office of the Executive Secretary. All such items and materials shall be delivered to the Office of the Executive Secretary.
19. **OVERRUN/UNDERRUN:**
 - A. Allowable overrun and underrun of forms are:

5% of any quantity purchased

NOTE: Overruns and under - runs are applicable to total quantity only – not to individual pads/packages. Exact packaging is required.
 - B. Under -runs shall result in a *pro rata* price adjustment based on the contract unit price specified for the quantity ordered for the form in question. Overruns shall result in a *pro rata* price adjustment at the price for the next largest quantity on the pricing sheet on the overrun quantity only when the overrun exceeds the next largest quantity.
 - C. Overruns in excess of the stated percentage will be subject to rejection with the total cost being adjusted to the maximum overage. The Office of the Executive Secretary reserves the right to accept or reject excessive overruns.
 - D. *Exact quantity packaging is required.*

20. **NAME OF MANUFACTURER AND SHIPPING POINT:** Each bidder shall supply in the space below the name and address of the manufacturer of each item offered and the shipping point, if award the contract:

Name and Address of Manufacturer of Forms:

Shipping Point: _____

Only printers with a manufacturing capacity of producing 100,000 forms per day, an ability to deal with unusual demands, adequate art storage capacity (electronic and file space) are allowed to submit quotes for this Invitation for Bids for the following reasons:

- (1) To avoid delay in processing emergency orders
- (2) To avoid delay processing stock orders
- (3) To fulfill orders for local courts
- (4) Produce and provide large quantities of forms to the Forms Distribution Center as the result of legislative changes effective in June and January of each year.

21. **CHANGES TO THE CONTRACT:** Any change(s) to the specifications, whether they are at the suggestion of the Office of the Executive Secretary or the contractor must be approved by the Office of the Executive Secretary Purchasing Department prior to execution of the change(s).

22. **DEFINITIONS:**

Office of the Executive Secretary – The administrative arm of the Supreme Court of Virginia which is the requesting governmental unit on this Invitation for Bids.

Courts – User courts to which the forms with local information, or orders for quantities of 10,000 or more forms, are to be delivered.

Paper – All paper used in fulfilling this contract shall be alkaline: bond, carbonless, and card stock.

Basic Price – Bidder’s price for printing on a certain type of paper of a certain size in a certain quantity as shown on the price schedule.

Extra Charges – Prices quoted by the bidders for work not included in the basic price. Extra charges are detailed in the Extra Charges Schedule. Extra charges are applicable when specified on the purchase order.

Local Information – Data including but not limited to the name, street, or mailing address, and telephone number of a local court which is to be added to the form by overprinting or other approved method.

Transportation – Price for shipping of order from contractor to the Supreme Court of Virginia, Office of the Executive Secretary’s Forms Distribution Center in Richmond, Virginia (stock and overprinted forms) based on rates of the shipper selected by the bidder as shown on the shipping and packaging information sheet. Inside delivery charges will be a part of the evaluation.

Order Quantities – Number of forms (sheets, sets, etc.) which during the contract period most probably will be requested on one order for a particular form based on the best information available to the agency, including but not limited to the following:

1. Historical data
2. Projected data
3. Storage capability
4. Forms of design changes
5. Changes as a result of new legislation
6. Automation
7. Administrative changes

23. **FURNISHED MATERIAL:** A PDF file on disc and/or laser printer copy (without court name and address) will be available to the contractor for each form to be printed. Although a PDF file on disc and/or a laser printed copy shall be provided, the contractor shall add at no additional cost to the Office of the Executive Secretary the following information:

- A. Purchase order number (NOT contract order number)
- B. Month and year of order

NOTE: Leave space between dates and any other number clusters. This information shall be added to the right of the form number and design date found in the bottom left corner of a form (front only). This information may also be placed on the left margin just above the form number (at a right angle to the form number), with such data run along the left margin, leaving a space between the date and other numbers.

Example 1:

Form DC-330 7/01 (A080706 2/08)

NOTE: Contractor shall add at no charge the requisition number and order date of *each* run. No other alteration of artwork will be made without prior approval of the Office of the Executive Secretary (i.e. enlarging or reducing forms).

Orders of forms with local information printed, the Office of the Executive Secretary will provide either a copy with local information added or an overlay containing only the local information that must be added to the blank form. All other provisions of this section shall apply to forms with local information added.

24. **COMPOSITION:** Composition charges are not allowed.

25. **PROOFS:** If requested, shall be furnished at no charge by the contractor within 10 working days of receipt of printing request of form.

26. **FORMS DELIVERY SCHEDULE:**

- A. Blank Forms (without local information added)
 1. Normal delivery shall mean the production, shipping, and delivery within 21 calendar days from issuance of order.
 2. Emergency delivery shall mean production, shipping, and delivery on a rush basis within SEVEN calendar days from receipt of telephone notification; telephone notification will be confirmed in

writing on an agency purchase order form by the Office of the Executive Secretary. The contractor shall produce emergency orders for the Office of the Executive Secretary on an as needed basis. All emergency orders will be subject to an emergency surcharge.

3. Partial deliveries are only acceptable with prior approval of the Office of the Executive Secretary.

B. Forms with local information added

1. Normal delivery shall mean the production, shipping, and delivery within 28 calendar days from issuance of order.
2. There will be no emergency orders for forms with local information added.

27. **QUALITY OF FORMS:** Forms produced under this contract shall be of first-class workmanship and materials suitable for their intended use by the courts of the Commonwealth. All operations shall be of such high quality that their use will insure satisfactory court operations. Ink coverage shall be full and uniform, free of imperfections. Accuracy in quantity and quantity per package of forms is expected.

28. **INSPECTION:** All material or workmanship shall be subject to inspection at all times and places by employees or representatives of the Office of the Executive Secretary. In the event that any form is found to be defective in material or workmanship or not in conformance with the requirements of the specification, the Office of the Executive Secretary reserves the right to reject such forms in whole or in part or to require their correction at the option of the Office of the Executive Secretary. If rejected, the contractor shall replace the defective or non-complying forms on an expedited basis. All costs associated with any corrections and rejections shall be borne by the contractor, including removal and transportation costs.

Acceptance of delivery in whole or in part shall not constitute a waiver of any rights by the Office of the Executive Secretary of these provisions. In the event that a quantity of defective or non-complying forms are used prior to replacement, Office of the Executive Secretary's Purchasing Department shall make an equitable price adjustment. Any adjustments will include any additional costs incurred by the Office of the Executive Secretary or any user court because of its use of defective or non-complying forms.

29. **PRODUCTION PROBLEMS:** In the event that the contractor is unable to produce the forms in his own plant for any reason, the contractor shall use all reasonable efforts to procure the same forms from other sources. During this occurrence, the contractor shall contact the Office of the Executive Secretary, advise the Office of the Executive Secretary the problem details and outline the problem solution for approval by the Office of the Executive Secretary. The Office of the Executive Secretary will confirm approval of the solution (and any temporary contract changes needed) in writing within three working days. Partial deliveries are acceptable only with prior approval of the Office of the Executive Secretary's Purchasing Department.

30. **PACKAGING, PACKING, AND SHIPPING:**

A. Wrapping

1. All "packaged" set forms shall be shrink-wrapped in the quantities set forth in the specification. Padded forms shall not be wrapped.
2. Shipping Containers
 - a. Corrugated cardboard containers:

- (1) Uniform size containers for each size form-type shipped. For example, all containers holding 8-1/2" X 11" forms should have the same dimensions.
- (2) Containers shall meet ICC shipping requirements and be suitable and acceptable for shipment by UPS and/or common carrier and which will insure safe delivery at its final destination after being re-shipped in containers satisfactory for operation and use.
- (3) Burst strength of container shall be 275 psi, minimum.
- (4) Gross weight of containers when fully packed *shall not exceed 50 pounds*.
- (5) All containers shall be fully packed with forms. Quantities for all forms of the same size and construction shall be uniform. If final container for a particular form is not filled, the container shall be labeled "NOT FULL" in bold, two-inch black lettering on all sides and filled with suitable packing material to meet the requirement of (2) above.
- (6) Different forms shall not be shipped in the same container.
- (7) All containers shall be corner labeled on two contiguous sides (not a top and bottom).
- (8) See specifications for any additional conditions that apply to special types of forms.

3. Labels

a. Black ink

b. White label

c. Lettering shall be bold block-style type as follows to avoid legibility problems:

(Form Number) (Quantity)	Minimum 60 point type
(Form Name)	Minimum 36 point type
(Contract/APO Number) (APO date)	Minimum 36 point type

d. Contents of container label (on outside of container):

- (1) Form number
- (2) Quantity of packages or number of pads
- (3) Form name (may be abbreviated)
- (4) Contract and agency purchase order numbers
- (5) Agency purchase order (APO) date

e. Format of container label (on outside of container see attachment D):

(Form number)	(Quantity)
(Form name)	
(Contract/agency purchase order number)	(APO date)

Example:

DC-412	100 pads
Warrant in Debt	
39748/A030123	August, 2002

4. Pallets (see attached diagram) -- An order weighing less than 500 lbs. need not be palletized. An order weighing in excess of 500 lbs. MUST be palletized.

a. Pallet size shall be as follows:

- (1) Minimum inside width 28" (pallet forms measure 27" outside dimension), maximum outside width 32" (doorway clearance).
- (2) Minimum length 42", maximum length 44" (maximum length of pallet safely accepted by

our equipment.

- b. "Non-returnable" pallets
- c. Construction – single face pallet (NO SKIDS)
- d. Weight limit – 1,000 lbs. gross weight
- e. Load height limit – 4' above top of pallet
- f. Pallet load shall not extend beyond the length and width of the pallet
- g. Use straps or film wrap to secure load to pallet. However, if straps are used, contractor shall accept responsibility for damage caused by use of straps.
- h. Each pallet shall contain only one form type. Do not place containers with different forms on the same pallet,

B. Delivery and Shipment

Deliveries shall be made to the Office of the Executive Secretary's Forms Distribution Center in Richmond, VA.

Forms containing additional lower court information must be shipped - FOB Delivered with freight Prepaid and Added to the invoice. If the contractor agrees, FOB - Delivered with freight prepaid and added to the invoice may be utilized for orders placed with lower court information.

Contractor's vehicle may be used for shipment instead of common carrier (including UPS). Cost for use of the contractor's vehicle for delivery shall not exceed the cost of the common carrier (best way as determined by the Office of the Executive Secretary). The contractor shall bear all risk of loss or damage until delivery is made. Twenty – four (24) hours prior to delivery, the contractor shall call the warehouse manager, (804) 786-6507. *The Office of the Executive Secretary's Purchasing Department must authorize partial deliveries in advance of shipment.*

The contractor agrees to always obtain a signed receipt from an authorized representative of the recipient. The receipt shall verify:

- 1. The date of delivery.
- 2. The number of cartons of each form delivered (but not the quantity contained in each carton that shall remain subject to further inspection for damage and shortage).
- 3. The total gross weight.

This receipt shall be attached to the invoice sent for payment.

31. BILLING:

The contractor shall submit a separate invoice for each form printed (i.e. one invoice per purchase order). Contractor shall itemize all charges for the forms shipped, including form number, quantity of forms and pricing information for each form. Overrun quantities shall be listed and priced separately from quantities ordered. When shipping charges are applicable, the following information must be submitted with the invoice regardless of the carrier used:

- The number of cartons
- The number of pallets
- The total gross weight
- Actual freight bill (not the bill of lading)

Invoices will only be paid if items are billed and delivered correctly. When invoicing for forms with local information, the contractor shall provided a *copy of the forms printed for accounting verification*. All other billing provisions listed above shall apply.

NO OTHER CHARGES WILL BE PAID.

32. PAPER SAMPLES:

At no additional expense, the Office of the Executive Secretary may require submission sample paper to test prior to award. The Office of the Executive Secretary will request no more than three sample sets of the paper. Samples will be tested for compliance with specifications and actual use tests will be conducted to determine clarity, intensity, and legibility of the carbonless copy paper. Samples must be received within 10 calendar days of request. Failure to submit sets within the specified time frame may be cause for declaring your bid non-responsive.

NOTE: Samples of existing forms may be seen at the Supreme Court of Virginia, 100 North Ninth Street, 3rd Floor – Purchasing Administrator’s Office, Richmond, VA 23219 during normal business hours. To view samples, contact Joe O’Brien at (804) 786- 7487.

33. SAMPLES:

If requested, and at no expense to the Office of the Executive Secretary, the bidder shall provide 8-1/2” X 11” samples for each type of color paper offered prior to award of contract. Include the name of manufacturer(s) of each paper sample submitted. For purposes of this section, “color paper” includes white paper with a color screen printed on the paper. Samples must be received within 10 calendar days of request. Failure to submit samples within the specified time frame may be cause for declaring bid as non-responsive.

34. FORMS DESCRIPTION, FLAT FORMS:

- A. The attached forms schedule provides a technical description of all of the forms and quantities in addition to the specification listed below.
- B. All forms shall conform to the following specifications unless otherwise specified in the forms schedule.
 - 1. Number of parts: One
 - 2. Form Size: 8-1/2” X 11”
 - 3. Construction: Padded, attached to pad at the top edge of the form (for reference purposes, the form number is located on the bottom left corner of the front side of each form). Contractor shall provide a chipboard back on each pad. Where loose sheets are shrink wrapped, contractor shall place chipboard at the bottom of each shrink-wrapped package.
 - 4. Ink: Black for typeset information on all forms. Specific PMS colors for color bars on certain forms (See forms schedule).
 - 5. Paper Color: See forms schedule.

6. Back Printing: See forms schedule.

C. Definitions:

“White Bond” means 20 lb. alkaline No. 1 bond, mill brand.

“Color Bond” means 20 lb. alkaline No. 4 bond, mill brand, when available.

“CFB” means 17 lb. Appleton Superior or equal alkaline carbonless copy paper treated front and back, including the first and last sheet of each pad, reproducing BLACK PRINT copy.

“Color Paper” means paper which must match the color of paper stock now in use in the courts; color paper which requires color screening or tinting will be specific PMS ink colors.

“Color Screening” means using specific PMS colors to obtain color paper; the form must bleed top, bottom, left, and right.

“Color Bar” means a 1/4” color stripe applied to the front of the forms thusly:
1. On forms with type set to read along the 8-1/2” dimension, the color bar is placed at the bottom of the sheet.
2. On forms with type set to read along the 11” dimension, the color bar is placed on the right edge of the sheet.

“Exact Packaging” means that each pad/package of forms shall contain exactly the quantity specified on the order and in the forms schedule.

II. PMS COLOR SPECIFICATIONS INFORMATION

Ink Color

Goldenrod

Canary

Green

Salmon

Red

Lt. Brown

Purple

Blue

Pink

Buff

Orange

Dark Blue

PMS Color #

Pantone 116U (stripe)

Pantone Yellow U (stripe)

Pantone 565U (paper) if screening

Pantone 375U (stripe)

Pantone 162U (stripe)

Pantone Warm Red U (stripe)

Pantone 465U (stripe)

Pantone Purple U (stripe)

Pantone Process Blue U (stripe)

Pantone 189U (stripe)

Pantone 468U (stripe)

Pantone 151U (stripe)

Pantone Reflex Blue

V. STANDARD PRICING SCHEDULE INFORMATION

NOTICE: Prices shall be furnished for all quantities listed and failure to furnish such prices will automatically disqualify the bid.

Bidders must quote total prices. All forms shall be priced individually and not in combination. Quote *BOTH* FOB delivered prepay and add as well as FOB agency (inside delivery).

Please note that the enclosed forms schedule details the types of forms currently in use by the Office of the Executive Secretary. During the term of this contract it may become necessary to add or delete from the list.

Within a column, prices at each break point shall be equal to or lower than the prorated 1,000 price for the next lowest volume of forms. For the same volume of forms of the same type, the price of the smaller-sized forms shall be equal to or lower than the price for the next larger size of the same type of form.

Should quantities other than those listed in the pricing schedule be required for a specific form, the base price per 1,000 shall be at the per 1,000 price of the next lesser quantity as detailed on the pricing schedule (i.e. the price of 27,000 forms shall be determined by taking the base price of 1,000 each of 25,000 forms and multiplying it by 27).

PRICING SHEETS: You may use the hard copy pricing sheets enclosed in submitting a bid for this contract. However, all bidders are strongly encouraged to use the downloadable Microsoft Excel file that is posted on our web site. Use of this file will aid in bid evaluation, tabulation, and award, and insure accuracy and consistency in evaluation of all bids.

The Excel file contains TWO worksheets. If you choose to download this pricing sheet file and use it in your bid's submission, you must fill in the appropriate highlighted information, print out a copy of the all completed pricing sheets and include them with your returned bid. Electronic submission of the Excel file may be done on either a 3-1/2" disk or CD with your bid. The contract officer will compare the hard copy submission and the electronic file to insure consistency in data you provide. Should there be any discrepancy between the two submissions, the lowest prices (per line entry) quoted will be used in the final tabulation.

VI. SHIPPING AND PACKAGING INFORMATION SHEET

FLAT FORMS – FOB DELIVERED

Prepay and Add

Show location of plants, name of carrier and carrier's freight rate per CWT (using carrier's rate breakpoint up to 15,000 pounds) to be shipped from each plant and delivered to the Supreme Court of Virginia, Office of Executive Secretary's Forms Distribution Center in the Richmond metropolitan area. Total rate per CWT shall include inside delivery charges.

Plant Location: _____ (Name)

_____ (Address)

*Name of Carrier: _____

Shipping Weight lbs.	Rate per CWT	+	Inside Delivery Rate/CWT	=	Total Rate per CWT
_____	_____	+	_____	=	_____
_____	_____	+	_____	=	_____
_____	_____	+	_____	=	_____
_____	_____	+	_____	=	_____
_____	_____	+	_____	=	_____
_____	_____	+	_____	=	_____
_____	_____	+	_____	=	_____
_____	_____	+	_____	=	_____
_____	_____	+	_____	=	_____
_____	_____	+	_____	=	_____
_____	_____	+	_____	=	_____

Minimum Delivery Charge: \$ _____

Maximum Delivery Charge \$ _____

*In the event that the contractor's delivery vehicle is used, provide rates in the requested format.
Applicable to local court orders only. Check the appropriate statement:

1. Orders placed for direct delivery to local courts may be priced using FOB destination price schedule

2. Orders placed for direct delivery to local courts must be priced using FOB delivered prepay and add price schedule. Actual shipping charges will be prepaid and added to the invoice.

VII. HISTORICAL DATA INFORMATION SHEET

Historical data showing order patterns for the recent contract is provided. It is in no way implied that future order patterns will be the same. It is expected that future order patterns will be different due to:

- A. Differences in usage.
- B. Forms design changes.
- C. Addition and/or deletion of forms.
- D. Changes in local circumstances.
- E. Storage facilities charges.
- F. Printing market changes (i.e. paper availability)
- G. Automation
- H. Any combination of A- G above.

This list may not be inclusive.

Please note the following follow attachments:

- ATTACHMENT A - SCC FORM (pg 29)
- ATTACHMENT B - Flat Forms Pricing Sheets & Historical Data (xcel spread sheet)
- ATTACHMENT C - Pallet Diagram (pdf)
- ATTACHMENT D - Sample: Exterior Box Label (pdf)
- ATTACHMENT E- DOA W – 9 (please complete)

ATTACHMENT A - STATE CORPORATION COMMISSION FORM

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

- is a corporation or other business entity with the following SCC identification number: _____ **-OR-**
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):