

SUPREME COURT OF VIRGINIA
Office of the Executive Secretary

INVITATION for BIDS

to provide
Continuous Court Forms
IFB # 111:25 - 0001

DUE: November 5, 2024 @ 3:00 pm



09/18/24

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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Attachment A – Order Quantities & Frequency for the Period of September 1, 2023 through August 31, 2024.

Attachment B - Standard Pricing Schedule for Forms (Excel Price Sheet)

Attachment C – SCC Form (pg. 28)

This procurement **IS NOT** being conducted on the behalf of any other public bodies. Only the Supreme Court of Virginia, Office of Executive Secretary, Purchasing Department, Richmond, VA 23219 will be allowed to utilize the contract.

Note: Any references to the Supreme Court of Virginia are for descriptive purposes only. The Office of the Executive Secretary (OES), the administrative arm of the Supreme Court of Virginia, is the contracting entity for this agreement.

INVITATION for BIDS
SUPREME COURT OF VIRGINIA
 OFFICE OF THE EXECUTIVE SECRETARY

Issue Date: 09/18/24 IFB# 111: 25 - 0005

Title: **SUPREME COURT OF VIRGINIA**
 Term Contract for Continuous Court Forms

Period of Contract: From November 15, 2024 through October 31, 2025 with options to re-new for 4 additional one - year periods.

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

Ship to Locations: Product will ship to various courts throughout the Commonwealth of Virginia

Sealed Bids will be received until 3:00 pm ON November 5, 2024 for furnishing the goods described herein.

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.

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
Purchasing Administrator
Joseph M. O'Brien, Jr
100 North Ninth Street, 3rd Floor
Richmond, VA 23219

IFB # 111:25-0005 BIDDER INFORMATION	
Bidder (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 10:00 a.m. on October 3, 2024, in the Sixth Floor Courts Conference Room at the Supreme Court Building, 100 North Ninth Street, Richmond, VA 23219. Contractors may also attend the pre-proposal conference remotely by requesting a teleconference number in the instructions that follow. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

All persons planning to attend the pre - bid conference in person or via teleconference are requested to send written notice of intent to attend by 3:00 PM, August, 2024 to Joseph M. O'Brien, Jr., Purchasing Administrator, at jobrien@vacourts.gov.

Attendance at this conference is not a prerequisite for submitting a bid. Bring a copy of the solicitation

with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

The deadline for any questions pertaining to this solicitation is October 13, 2024,

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) 692-0889 (fax) jobrien@vacourts.gov</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 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) 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 "I Sell Virginia".
- 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 § 2.2 4311 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 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.
- 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 type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filing any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. 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 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 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 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 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 modifications 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

intents 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 because 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 dispute's 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 which 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.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

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 which the public body, 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 identify the product clearly and specifically 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 non - responsive. 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 because of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO www.eva.virginia.gov for a minimum of 10 days.
(Does Not Apply to this procurement)
- 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.

- U. **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, or disability or against faith-based organizations. 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 Office of the Executive Secretary 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.

- V. **PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.
- W. **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”.
- X. **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 for this agreement

II. SPECIAL TERMS & CONDITIONS

1. **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 other than those shown.
2. **DELIVERY POINT:** Except when otherwise specified herein, all items shall be F.O.B. delivered any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in Section 11-37 of the Virginia Public Procurement Act. Quote FOB Destination - Full Freight Allowed pricing.
3. **IDENTIFICATION OF BID ENVELOPE:** The signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Bidder	Due Date	Time
_____	_____	_____
Street or Box Number	IFB No.	
_____	_____	
City, State, Zip Code	IFB Title	
_____	_____	

Name of Contract Officer _____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in a properly identified envelope or packages, the bidder takes the risk that the envelope or package may be inadvertently opened, and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

4. **ORDERS:** The Office of the Executive Secretary may place orders as follows:
 - ◆ Office of the Executive Secretary Purchase Order.
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, whichever is sooner. The Office of the Executive Secretary, its authorized agents, and/or State 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 Commonwealth 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. **AWARD:** The purchasing office will make the award on a grand total basis to the lowest responsive and responsible bidder based on order quantities on Attachment A. 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.

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. Buyer reserves the right to purchase forms described from other contractors.

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 for continuous forms. This is limited to “emergency order surcharge.” Optional extra charges are applicable when specified on the purchase order.

Order Quantities – Number of forms (sheets, sets, etc.) which during the contract period most probably will be requested on one order for a 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. Administrative changes
7. Automation

11. **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 365 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 Commonwealth.

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 Commonwealth of Virginia; 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 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 previous 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.

12. **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.
13. **PURCHASE VOLUME REPORT:** The contractor shall furnish the Office of the Executive Secretary report of the total number of each contract item delivered under this contract at approximately 90 days prior to the contract expiration.
14. **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 operations shall be of the same excellent quality.

15. **PRINTING PICKUPS/DELIVERIES:** Contractor shall be responsible for all pickups and deliveries of all materials.

16. **OWNERSHIP OF PRINTING MATERIALS:** All artwork, camera-ready copy, negatives, dies, photos, PDF electronic files, laser copies, 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 or new supplier upon completion of the contract.

17. **OVERRUN/UNDERRUN:**

A. Allowable overrun and underrun of forms are:

5% of any quantity purchased.

B. Underruns and overruns shall be priced at the same base price per 1,000 forms as the initial order 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 on a discretionary basis such excessive overruns.

D. Exact quantity packaging is required.

18. **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: _____

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

III. SPECIFICATIONS and REQUIREMENTS

1. DEFINITIONS:

Supreme Court – Supreme Court of Virginia, Office of Executive Secretary which is the requesting governmental unit of this Invitation for Bids.

Office of the Executive Secretary - The administrative arm of the Supreme Court of Virginia

Local Courts – User courts throughout the Commonwealth of Virginia to which the forms may be shipped, at the request of the Office of the Executive Secretary, Purchasing Administrator.

White Bond - No. 1 alkaline, mill brand

Carbonless Paper – An alkaline carbonless paper

2. FURNISHED MATERIAL: PDF or a laser copy artwork each blank form will be provided to the

contractor. The contractor shall add (in parentheses) at no additional cost to the Commonwealth the following information:

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

NOTE: Leave space between dates and other numbers. 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).

Example 1:

Form DC-412X 12/17 (A201972 12/19)

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

3. **COMPOSITION:** Composition charges are not allowed on this contract
4. **PROOFS:** If and when requested, shall be furnished at no charge by the contractor within 10 working days of receipt of printing request of form.
5. **FORMS DELIVERY SCHEDULE:**
 - A. Normal delivery shall mean the production, shipping, and delivery within 35 calendar days from issuance of order.
 - B. Emergency delivery shall mean production, shipping, and delivery on a rush basis within 21 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.
 - C. Partial deliveries are acceptable only with prior approval of the Office of the Executive Secretary.
6. **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. All multi-part forms shall be in exact registration, $\pm 1/32$ ". Accuracy in quantity and quantity per package of forms is expected.
7. **INSPECTION:** All material or workmanship shall always be subject to inspection and places by employees or representatives of the Office of the Executive Secretary. If 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. If a quantity of defective or non-complying forms are used prior to replacement, an equitable price adjustment will be made by Office of the Executive Secretary. Any adjustment will include any additional costs incurred by the Office of the Executive Secretary or any local court because of its use of defective forms.

- a. PRODUCTION PROBLEMS:** In the event that the contractor is unable to produce the forms on schedule in its own plant for any reason, the contractor shall use all reasonable efforts to procure the same forms from other sources. To this end, the contractor shall contact the Office of the Executive Secretary as soon as the problem arises, advise the Office of the Executive Secretary of the details of the problem, and outline a solution to the problem for approval by the Office of the Executive Secretary.

8. PACKAGING, PACKING, AND SHIPPING:

A. Interior Packaging/Exterior Packing

1. Shipping Containers

a. Corrugated cardboard containers.

- (1) Uniform size containers for each size type of form shipped. For example, all containers containing 9 ½" x "" should have the same dimensions.
- (2) Shall meet ICC shipping requirements and be acceptable for shipment by UPS and common Carrier and will ensure satisfactory delivery at the container's destination. All carton must be suitable for reshipment to another location by the Office of the Executive Secretary by UPS or a common carrier
- (3) Burst strength of container – 200 PSI.
- (4) Gross weight of container shall not exceed 50 pounds when fully packed.
- (5) All containers shall be fully packed with forms. Quantities for all forms of the same size and construction shall be uniform.
- (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.

b. Labels for interior and exterior packing (see attached diagram):

1. Black ink
2. White label
3. Lettering at least one – inch high, bold, block – style type.
4. Contents of container label (on outside of container)
 - a. Form number.
 - b. Number of Packages
 - c. Number of sets (form name may be abbreviated)
 - d. Contract and agency purchase order number
 - e. Agency purchase order date
5. Format of container

(Form number)

(Quantity)

(Form name)

(Contract/agency purchase order number) (APO date)

<u>Example 1: (Interior)</u>	<u>Minimum</u>
DC – 18 (1000 sets)	60 - point type
Court Receipt	36 - point type
<u>39731/A –200234 December 2019</u>	36 - point type

<u>Example 2; (Exterior)</u>	<u>Minimum</u>
DC –18 (4,000 sets)	60 - point type
Court Receipt	36 - point type
<u>39731/A –200234 December 2019</u>	36 - point type

- c. Pallets (see attached diagram) – An order weighing 500 pounds or less does not need to be palletized. An order weighing in excess of 500 pounds must be palletized
6. Pallet size must be as follows:
 - a. Minimum inside width 28” (pallet forks measure 27” outside dimension), maximum outside Width 32” (doorway clearance).
 - b. Minimum length 42”, maximum length 44” (maximum length of pallet safely acceptable to work with Office of the Executive Secretary equipment).
 7. “Non – Returnable” pallets.
 8. Construction – See pallet diagram (NO SKIDS).
 9. Weight limit: 1,000 pounds gross weight maximum.
 10. Load height limit- 4’ above top of pallet (critical)
 11. Pallet load shall not extend beyond length and width of pallet.
 12. Use straps or film wrap to secure load to pallet. If straps are used, contractor shall accept responsibility for any damage to product caused by straps.
 13. Each pallet shall contain only one form type. Do not place containers with different forms on the same pallet.
 14. Pallets shall be designated for use with a manual hydraulic lift truck.

(B) Delivery and Shipment

Deliveries shall be made to the Supreme Court Forms Distribution Center in Richmond, VA and various courts throughout the Commonwealth of Virginia.

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. The contractor shall call the warehouse manager, (804) 786-6507, 24 hours in advance of delivery.

Partial deliveries must be authorized in advance by the Office of the Executive Secretary.

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.

10. **BILLING/METHOD of PAYMENT:**

For forms delivered to the Supreme Court Forms Distribution Center, contractor shall submit a separate invoice for each form printed (i.e., one invoice per purchase order). Contractor shall itemize all charges including form number, quantity of forms and pricing information for each form. Overrun quantities shall be listed and priced separately from quantities ordered.

Invoices will be honored only if items are billed and delivered correctly.

NO OTHER CHARGES WILL BE PAID.

Upon shipment of forms, invoices shall be submitted to by US MAIL:

All invoices will be processed for payment in accordance with the Commonwealth of Virginia's Prompt Payment Act. Invoices are to be mailed to:

Office of the Executive Secretary
Supreme Court of Virginia
Fiscal Services/Aretha Sykes
100 North Ninth Street, Third Floor
Richmond, VA 23219

All invoices will be processed for payment in accordance with the Commonwealth of Virginia's Prompt Payment Act.

11 **PAPER SAMPLES:**

At no additional expense, the Office of the Executive Secretary may require submission of dummy sets, sample paper and carbon leaves to test prior to award. The Office of the Executive Secretary will request no more than three sets of samples paper and carbon leaves. Samples will be tested for compliance with specifications and actual use tests will be conducted to determine clarity, intensity, and legibility of the carbons and 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 bid as non-responsive.

NOTE: Samples of existing forms may be seen at the Office of the Executive Secretary, Office of the Purchasing Administrator, 100 North Ninth Street, Richmond, VA 23219 during normal business hours. To view samples, contact Joe O'Brien at (804) 786- 7487.

IV. CONTINUOUS COURT FORMS DESCRIPTION INFORMATION.

. FORMS DESCRIPTIONS, CONTINUOUS COURT FORMS

- A. Continuous Court Forms
Carbonless Alkaline Paper (see schedule for weights)
12" x 8 – ½" OA (two, three, four, and five part). Full horizontal perforation each

8 – ½”. ½” pen feed perforated margin left and right, crimped. Tears to 11” x 8 – ½”. Print in black ink only”. Fold each 8 – ½”.

- B. Packaging Continuous Court Forms
12” x 8 – ½” OA (two, three, four, and five part).

<u>Quantity/Type Per Carton</u>	<u>Paper Color*</u>
Two-part Forms (1,000 per carton)	Part 1 – White 20# CB Part 2 – White 15# CF
Three-part Forms (800 per carton)	Part 1 – White 20# CB Part 2 – White 14# CFB Part 3 – White 15# CF
Four-part Forms (650 per carton)	Part 1 – White 20# CB Part 2 – White 14# CFB Part 3 – White 14# CFB Part 4 – White 15# CF
Five-part Forms (500 per carton)	Part 1 – White 20# CB Part 2 – White 14# CFB Part 3 – White 14# CFB Part 4 – White 14# CFB Part 5 – White 15# CF

*All Paper color shall be white unless

NOTE: All carbonless alkaline paper shall produce black image unless otherwise specified by the agency on the agency purchase order. Exact quantity packaging per carton is required. **NO BREAKS** (i.e. two-part forms, 1,000 forms per carton; four-part forms, 650 forms per carton). All forms require back printing as noted on the pricing schedule and forms schedule.

1. CONSTRUCTION:

Continuous connected forms perforated between each form, fan folded. Forms and perforations shall be strong enough to be processed through ADP printers and perforations shall be of such design that each copy of the form can be separated from the other forms manually without tools and without tearing another copy of the form.

The forms shall be assembled in such a way that they will be in exact registration, pin fed holes in exact alignment and will feed and process through the ADP printer properly without jamming, tearing, etc.

2. FIRST QUALITY PRINTING AND WORKMANSHIP IS REQUIRED.

A. Marginal Words:

Red marginal words shall be added as specified for each form. This information will be provided with each order placed for each form.

B. Color Bars:

¼” color strip shall print on the front of some forms. On forms with type set to read along the 8-1/2” dimension, the color bar is placed at the bottom edge of the sheet. On forms with type set to read along the 11” dimension, the color bar is placed on the right edge of the sheet. The PMS color specification for color bars is as follows:

<u>Ink Color</u>	<u>PMS Color #</u>
Goldenrod	PMS 116U
Canary	PMS Yellow U
Green	PMS 375U
Salmon	PMS 162U
Red	PMS Warm Red U
Light Brown	PMS 465U
Purple	PMS Purple U
Blue	PMS Process Blue U
Pink	PMS 189 U
Buff	PMS 468 U
Orange	PMS 151 U

This information will be provided on each order as applicable and any additional charge for color bars will be added to the purchase order.

C. Paper Color: Paper for all forms will be white.

**CONTINUOUS COURT FORMS
FORMS DESCRIPTION**

FORM NUMBER

FORM DESCRIPTION

***ESTIMATED
ANNUAL USAGE
EACH**

***See Attachment A**

DC-326X	SUBPOENA FOR WITNESS (RED COLOR-BAR) 12" X 8-1/2", prints front and back 2 or 3 parts Part 1 – 20# white CB Part 2 – 14# white CFB** Part 3 – 15# white CF	100,000
DC-360X	SHOW CAUSE SUMMONS (GOLDENROD COLOR-BAR) 12" X 8-1/2", prints front and back 2, 3, or 4 parts Part 1 – 20# white CB Part 2 – 14# white CFB* Part 3 – 14# white CFB** Part 4 – 15# white CF	None
DC-361X	CAPIAS (GOLDENROD COLOR-BAR) 12" X 8-1/2", prints front and back 3 or 4 parts Part 1 – 20# white CB Part 2 – 14# white CFB Part 3 – 14# white CFB** Part 4 – 15# white CF	None
DC-412X	WARRANT IN DEBT (NO COLOR - BAR) 3,4 or 5 parts 12" X 8-1/2", prints front and back Part 1 – 20# white CB Part 2 – 14# white CFB Part 3 – 14# white CFB Part 4 – 14# white CFB Part 5 – 15# white CF	50,000
DC-414X	WARRANT IN DETINUE (NO COLOR-BAR) Prints 3 and 4 parts.	None

12" x 8-1/2" prints front and back
 Part 1 – 20# white CB
 Part 2 – 14# white CFB
 Part 3 – 14# white CFB
 Part 4 – 15# white CF

DC-421X SUMMONS FOR UNLAWFUL DETAINER 27,500

(NO COLOR – BAR)
 Prints 4 and 5 parts
 12" x 8-1/2" prints front and back
 Part 1 – 20# white CB
 Part 2 – 14# white CFB
 Part 3 – 14# white CFB
 Part 4 – 15# white CF

5,000

DC-440X SUMMONS TO ANSWER INTERROGRATORIES

(PINK COLOR - BAR)
 12" X 8-1/2", prints front and back
 Part 1 – 20# white CB
 Part 2 – 14# white CFB
 Part 3 – 14# white CFB
 Part 4 – 15# white CF

DC-450X SUGGESTIONS FOR SUMMONS IN GARNISHMENT 10,000

(CANARY COLOR -BAR)
 Prints 2,4 and 5 parts.
 12" X 8-1/2", prints front and back
 Part 1 – 20# white CB****
 Part 2 – 14# white CFB
 Part 3 – 14# white CFB
 Part 4 – 14# white CFB***
 Part 5 – 15# white CF

GARNISHMENT SUMMONS

DC-451X 12" X 8-1/2", prints front and back
 Prints 4 or 5 parts 77,500

(Canary COLOR – BAR)
 Part 1 – 20# white CB****
 Part 2 – 14# white CFB
 Part 3 – 14# white CFB
 Part 4 – 14# white CFB***
 Part 5 – 15# white CF

5,000

DC-481X

SHOW CAUSE SUMMONS (CIVIL)
 (GOLDENROD COLOR- BAR)

Prints 3 parts
 12" X 8-1/2", prints front and back
 2, 3, or 4 parts
 Part 1 – 20# white CB
 Part 2 – 14# white CFB
 Part 3 – 14# white CF

- * If two parts, 15# CF
- ** If three parts, 15# CF
- *** If four parts, 15# CF
- **** If five parts, part 1 shall be 15# CB

Other forms shall be added as the need arises.

All forms print in black ink unless otherwise specified.

STANDARD PRICING SCHEDULE

NOTICE: Prices shall be furnished for all quantities listed. Failure to furnish required prices will disqualify your bid. See attachment "B" (Excel price sheet)

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

Should quantities other than those listed in the pricing schedule be required of 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 for 25,000 forms and multiplying it by 27).

EXTRA CHARGES SCHEDULE

1. **Color Ink – PMS Color**

Multi-color printing is permitted on this contract.

Red marginal words shall be at no additional charge

Color Bar \$ _____ Flat Charge

Color Ink \$ _____ Flat Charge

Color Screen \$ _____ Flat charge

2. **Emergency Order Surcharge** \$ _____ Flat Charge

Within 14 calendar days \$ _____ Per M sets

Within 21 calendar days \$ _____ Per M sets

3. Upcharge to pack three-part continuous forms
400 per carton vs. 800 per carton. \$ _____ Per Carton

OPTIONAL EXTRA CHARGES SCHEDULE

The extra charges shown shall be the only charges allowable on this contract. Any extra charges not covered in this section and specified on the purchase order are not allowed and will not be paid.

1. **Composition Charges**

Use appropriate category when copy other than indicated in specification must be typeset by the contractor.

Light Composition \$ _____ Flat Charge

Medium Composition \$ _____ Flat Charge

Heavy Composition \$ _____ Flat Charge

2. **Part-to-part changes within the form** \$ _____ Flat Charge

3. **Paste-up and proof** \$ _____ Flat Charge

4. **Back Printing** \$ _____ Flat Charge

5. **Two-color printing**
Black and one color (front – two over one) \$ _____ Flat Charge

Black and one color (back – one over two) \$ _____ Flat Charge

***ATTACHMENT C - 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):