

SUPREME COURT OF VIRGINIA
INVITATION for BIDS
to provide
EXPANDABLE COURT FILE POCKETS
IFB # 111:23-0004
DUE March 01, 2023 @ 3:00 pm

Ifbexpandablefilepockets2023



01/23/23

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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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.

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

Issue Date: 1/23/2023 IFB# 111:23-0004

Title: **SUPREME COURT OF VIRGINIA**
Term Contract for Expandable Court File Pockets and Supplies

Commodity Code: 61541

Period Of Contract: From April 1, 2023, through March 31, 2024 with options to renew for four (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 03//01/23 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.

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 # 111:23-0004 BIDDER INFORMATION	
Offeror (Vendor) Name:	
Signature (<i>Required</i>):	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 February 7, 2023, in the Sixth Floor Courts Conference Center 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-Proposal 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 (p) (804) 692-0889 (f) 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 7.13 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 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 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 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 and on the Supreme Court of Virginia website.
- 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 and Conditions

1. **SCOPE:** The purpose of this IFB is to establish a multi –year contract for Court File Pockets and Supplies. In 1984 the Committee on District Courts established filing procedures for district courts in compliance with the Code of Virginia 16.1-69.54. All File Pockets and Color-Coded File Folders and Supplies provided under this contract shall match and directly interchange with each courts existing system of filing.
2. **NON - MANDATORY PRE – BID CONFERENCE:** A non - mandatory pre - bid conference will be held on February 07, 2023 at the Supreme Court of Virginia, 100 North Ninth Street, 6th Floor, Courts Conference Center, Richmond, VA 23219 @ 10:00 a.m. 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. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
3. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
4. **AWARD:** The Office of Executive Secretary will make the award on a grand total basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Office of the Executive Secretary 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 Office of the Executive Secretary to be in its best interest.

5. **RENEWAL OF CONTRACT:** This contract may be renewed by the Office of the Executive Secretary upon written agreement of both parties up to four (4) successive one - year periods), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
6. **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.

ITEM NUMBER(S): _____

MANUFACTURER: _____

ADDRESS: _____

SHIPPING POINT: _____

7. **PRODUCT INFORMATION:** The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Office of the Executive Secretary to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered non- responsive.
8. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: Producer Price Index – Series ID # WPU09150646 will be used to determine an increase or decrease. 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 365 days thereafter and only when verified to the satisfaction of the Office of the Executive Secretary's purchasing office. 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 purchasing office.

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 or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The Office of the Executive Secretary will notify the contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

9. **MINIMUM ORDERS:** One (1) box of fifty (50) each for FOB delivered (freight included) for delivery to the Office of the Executive Secretary and all local courts within the Commonwealth of Virginia. Orders less than the minimum, the contractor will be permitted to add the actual transportation cost (prepaid) to the invoice for payment. The Office of the Executive Secretary may purchase items of the awarded contract from other sources. Partial shipments of less than the minimum order value or quantity, which are made at the option of the contractor shall be F.O.B Destination (freight allowed). If the Office of the Executive Secretary requests shipments be made at less the minimum order value or quantity, the contractor may add actual transportation cost to the invoice for payment.
10. **DELIVERY:** Any location specified in the Commonwealth of Virginia as detailed on any purchase orders issued against the proposed contract.
11. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
12. **WARRANTY(COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Office of the Executive Secretary by any other clause of this solicitation. A copy of this warranty should be furnished with the bid response.
13. **UNIT PRICES:** Whenever the invitation for bids request unit prices in a common denominator (ounce, gallon, each, etc.) and a bulk package price (case, carton, etc.) and there is a conflict between the common denominator unit price and the bulk package price, the governing unit price will be determined by dividing the bulk package price by the respective unit quantity.
14. **TELEPHONE NUMBERS:** Please list the telephone number, facsimile number and the name of responsible person of your company who may be contacted regarding this contract

Name of Contact: _____

Telephone Number: _____

Facsimile Number: _____

15. **PURCHASE VOLUME REPORT:** The Contractor shall furnish the Office of the Secretary's Purchasing Department reports of the total volume of purchases under this contract and the total number of each contract item ordered under this contract in accordance with the following schedule:

1. The first report shall include purchases made the first six months of the contract.
2. For contracts of one – year, the Contractor shall furnish a second report listing the purchases for the first nine months of the contract.

In addition, contracts that exceed one (1) - year, the Contractor shall furnish reports at the end of each consecutive twelve – month period and 90 – calendar days prior to the expiration date of the contract.

Completed reports are to be delivered to:

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

Each report shall be submitted as illustrated below:

Item# 001	ITEM DESCRIPTION			
<u>Court</u>	<u>PO #</u>	<u>Unit Price</u>	<u>Quantity Purchased</u>	<u>Line \$Total</u>
Bath Circuit	A089765	\$2.50	400	\$1,000
Richmond JD & R	<u>A087645</u>	<u>\$2.50</u>	<u>500</u>	<u>\$1,250</u>
Total	2 orders		900 Purchased	2,250

Item# 002	ITEM DESCRIPTION		
	Unit	Quantity	Line

<u>Court</u>	<u>PO #</u>	<u>Price</u>	<u>Purchased</u>	<u>\$Total</u>
Bath Circuit	A089765	\$3.50	200	\$700
Richmond JD & R	<u>A087645</u>	<u>\$3.50</u>	<u>300</u>	<u>\$1,050</u>
Total	2 orders		500 Purchased	\$1,750

Grand Total Dollars: \$4,000

16. **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, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

17. **BID SAMPLES:** Bidders shall provide four (4) each bid samples for each item outlined on the pricing sheet. Your sealed bid shall not be mailed in the same envelopes as bid samples. Mail your sealed bid and samples in separate envelopes. **Samples are due the same date and time responses to the invitation to bid are due. Failure to provide samples by the due date and time will result in you bid being declared non – responsive.**

Samples shall be an exact representation of material offered. All samples should be submitted prior to or with the sealed bid. Each bid sample shall be properly tagged or labeled with the name of the bidder and manufacturer, the bid opening date, IFB number and item number. Bid samples shall be provided at no additional cost to the Office of the Executive Secretary. Bid samples will be handled in accordance with paragraph 5.8 of the Vendor’s Manual. Furthermore, the Office of the Executive Secretary reserves the right to secure additional check samples from material supplied. In the event the check samples fail to conform to contract requirements, the contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to contract requirements at no additional costs to the Office of the Executive Secretary.

Submit samples to:

Supreme Court of Virginia
Office of the Executive Secretary

Joe O'Brien, Purchasing Administrator
100 North Ninth Street, 3rd Floor
Richmond, VA 23219

18. **IDENTIFICATION OF BID ENVELOPE**: No special envelope is provided for the sealed bid return; therefore, it will be necessary to identify the return envelope as follows:

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

Name of Contract/Purchase Officer or Buyer _____

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

If the envelope is mailed without identification as described above, the bidder takes the risk that the envelope 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.

III. Specifications

LOT 1

SPECIFICATIONS FOR EXPANDABLE FILE POCKETS FOR GENERAL DISTRICT AND COMBINED DISTRICT COURTS

File Pockets:

Letter size file pocket with full tab, 9-1/2 x 12-5/8 x with expansion sizes of 1 – 3/4”, 3-1/2” and 5 -1/4”. Six-piece construction of heavy-duty 28-point wall thickness Manila. The 28-point wall thickness is achieved by gluing two manila boards together for added strength. The inside front liner and inside back liner of the manila stock are to be acid free. Critical 1” area of join of tab and pocket is triple strength 42 point thick or more. Gussets are 6-1/2” high, made of Heavy-duty red velvet stock fully laminated with tear proof material (Tyvek) on the outside. Tab shall be printed with tick mark for seven (7) labels. The tab extension shall be 7/8” to accommodate 3/4” x 1-1/2” wrap – around labels. Two rivets are to be installed on tab side for extra strength. Gusset color shall be as follows:

- 1) Bright Red, (civil)
- 2) Yellow, (criminal)
- 3) Spring Green, (traffic)

See Attachment B for a drawing of the product.

Provided file products must be an exact match of quality, size, and color to following:

- 1) All State Legal #01514/KGST-C, Smead #HSP005173, Star Filing #VC TG FST 1514 (1-3/4” expansion) or approved equal.
- 2) All State Legal #01524/KGST-C, Smead #HSP005174, Star Filing #VC TG FST 1524 (3 – 1/2” expansion) or approved equal.
- 3) All State Legal #01534/KGST –C, Smead # HSP005175 (5 – 1/4” expansion) or approved equal

Note: All State Legal was formally Kruysman, Inc.

NO OTHER EXTRA CHARGES SHALL BE APPLICABLE.

END OF SPECIFICATION SHEETS

Note: Samples of all items contained in this IFB are available for inspection in the office of the Purchasing Administrator, 100 North Ninth Street, 3rd Floor, Richmond, VA 23219. Or bidders may request one (1) sample by mail. Contact Joe O’Brien at 804 –786-7487 to arrange an inspection of the files or request a sample.

IV. PRICE SHEETS

Item	Description	Est. Qty. (per year)	Unit Price/ Box of 50 EA.
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Expandable file Pockets in the following colors: Bright Red, Yellow, and Green or approved equals.

20 File Pocket, Traffic, 1-3/4" Expansion, Gusset, **250**
 Spring Green, All State Legal # 01514/KGST C, 120 -1,
 Smead #HSP005173 SGN, Star Filing VC TG FST
 1514 SPGN #220 or approved equal

Packed: 50/Box

Price/Box: 50: \$ _____

Name Brand and Part # Quoted: _____

40 File Pocket, Civil, 1-3/4" Expansion Gusset, Bright **600 ea.**
 Red. All State Legal #01514/KGST-C #130-1, Smead
 #HSP005173R, Star Filing #VC TG FST 1514 SCRED
 #230 or approved equal

Packed: 50/Box

Price/Box: 50: \$ _____

Name Brand and Part # Quoted: _____

60 File Pocket, Criminal, 1-3/4" Expansion Gusset, **200 ea.**
 Yellow, All State Legal #01514/KGST-C #119-1,
 Smead # HSP005173Y, Star Filing #VC TG FST
 1514 YEL #219 or approved equal.

Packed: 50/Box

Price/Box: 50 \$ _____

Name Brand and Part # Quoted: _____

- 80** File Pocket, Civil, 3-1/2" Expansion Gusset, Bright **3,750 ea.**
Red, All Sate Legal #01524/KGST-C #130-1,
Smead #HSP005174R, Star Filing #VC TG FST 1524
SCRED #230 or approved equal.

Packed: 50/Box

Price/Box: 50: \$ _____

Name Brand and Part # Quoted: _____

- 100** File Pocket, Criminal, 3-1/2" Expansion Gusset, **3,500 ea.**
Yellow, All State Legal #01524/KGST-C #119-1,
Smead #HSP005174Y, Star Filing # VC TG FST
1524 YEL 219 or approved equal.

Packed: 50/Box

Price/Box:50: \$ _____

Name Brand and Part # Quoted: _____

- 120** File Pocket, Traffic, 3-1/2" Expansion Gusset, **3,950 ea.**
Spring Green. All State Legal #01524/KGST-C #120-1,
Smead #HSP005174SGN, Star Filing #VC TG FST
1524 SPGN #220 or approved equal.

Packed: 50/Box

Price/Box: 50: \$ _____

Name Brand and Part # Quoted: _____

- 140** File Pocket, Traffic, 5-1/4" Expansion Gusset, **6,000 ea.**
Spring Green. All State Legal #01534/KGST-C #120-1,
Smead #HSP005175SGN, Star Filing #VC TG FST 1534
SPGN #220 or approved equal.

Packed: 50/Box.

Price/Box: 50: \$ _____

Name Brand and Part # Quoted: _____

- 160** File Pocket, Civil, 5-1/4" Expansion Gusset, **5,000 ea.**
Bright Red. All State Legal #01534/KGST-C #130-1,
Smead #HSP005175R, Star Filing # VC TG FST 1534
SCRED #230 or approved equal.

Packed: 50/Box.

Price/Box: 50: \$ _____

Name Brand and Part # Quoted: _____

- 180** File Pocket, Criminal, 5-1/4" Expansion Gusset, **2,500 ea.**
Yellow, All State Legal #01534/KGST-C #119-1,
Smead #HSP005175Y, Star Filing #VC TG FST 1534
YEL #219 or approved equal.

Packed: 50/Box.

Price/Box: 50: \$ _____

Name Brand and Part # Quoted: _____

***Bid Samples Required: 4 each of each item listed above with product specifications**

***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-**

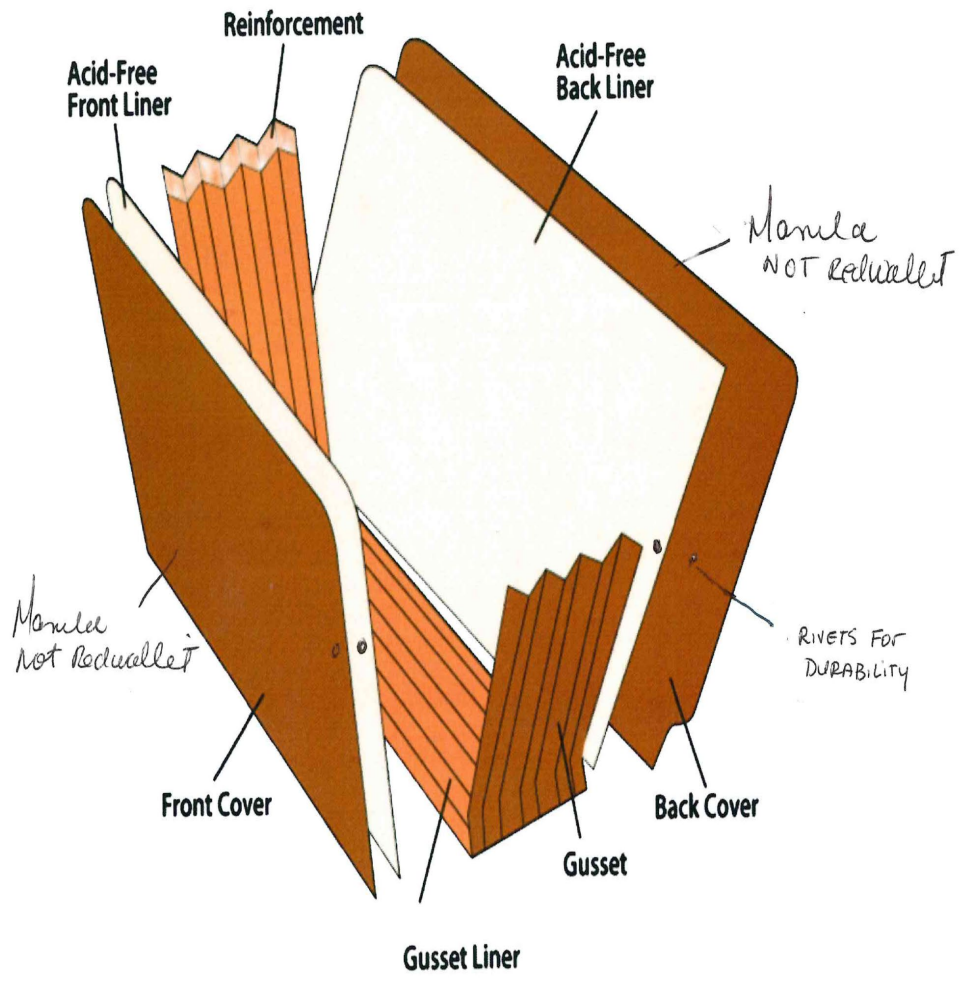
is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

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):

ATTACHMENT B - DRAWING



For construction purpose only.

1/18/13