

PREME COURT OF VIRGINIA
INVITATION for BIDS
to provide
COURT CHECKS & DEPOSIT SLIPS
IFB # 111:24-0001
DUE September 21, 2023 @ 3:00 pm

ifb for checks2023.docSUPREME



08/02/23

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 Office of the Executive Secretary, 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: 8/03/2023 IFB# 111: 24-0001

Title: **SUPREME COURT OF VIRGINIA**
Term Contract for Court Checks and Deposit Slips

Commodity Code: 96613

Period Of Contract: From November 1, 2023 through October 31, 2024 with options to renew 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 09/21/2023 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) copy on thumb drive of the completed IFB on thumb drive without redaction

- one (1) copy on thumb drive 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 # 111:24-0001 BIDDER INFORMATION	
Vendor Name:	
Signature (<i>Required</i>):	Date:
(Print 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 POINT WITHIN THE COMMONWEALTH OF VIRGINIA.

OPTIONAL PRE-BID CONFERENCE: An optional pre-bid conference will be held at 9:30 a.m. on August 15, 2023, in the Sixth Floor Technology Training Room at the Supreme Court Building, 100 North Ninth Street, Richmond, VA 23219.

The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this Invitation for Bids. Any changes or substantive clarifications to the IFB would be issued in the form of an Addendum, posted on Virginia’s eVA electronic procurement website and the Courts Home Page website [Fiscal Services \(vacourts.gov\)](http://Fiscal Services (vacourts.gov)) 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 (804) 692-0889x jobrien@courts.state.va.us</p>

I. General Terms and Conditions

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.13 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 proposals, offerors certify to the SCVOES 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 (VPPA)*. 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, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there 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 the requirements of this section.
 - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
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 proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, 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 SCVOES, 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 submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

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 Supreme Court of Virginia Office of the Executive Secretary (SCVOES) 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 SCVOES under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, SCVOES reserves the right to decide on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror 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 SCVOES.

J. **PAYMENT:**

A. **To Prime Contractor:**

1. 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).
2. 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.
3. 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 body is being billed.
4. 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 when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. **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).

B. **To Subcontractors:**

1. A contractor awarded a contract under this solicitation is hereby obligated:

- (a) 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
 - (b) 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.
- 2. 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 SCVOES, 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 SCVOES.
- A. 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 agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- B. The Commonwealth of Virginia's Department of Accounts encourages contractors and subcontractors to accept electronic 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 OFFERORS:** SCVOES may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to SCVOES all such information and data for this purpose as may be requested. SCVOES reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. SCVOES further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy SCVOES that such offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
- M. **TESTING AND INSPECTION:** SCVOES reserves the right to conduct any test/inspection it may deem advisable to assure the 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 SCVOES.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- A. 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.
 - B. The SCVOES 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:

1. By mutual agreement between the parties in writing; or
 2. 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 SCVOES' right to audit the contractor's records and/or to determine the correct number of units independently; or
 3. 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 SCVOES with all vouchers and records of expenses incurred and savings realized. SCVOES 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 SCVOES within thirty (30) days from the date of receipt of the written order from SCVOES. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by SCVOES 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, SCVOES, 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 SCVOES may have.

Q. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, SCVOES will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

R. **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.

S. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless SCVOES has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, SCVOES 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.

T. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that SCVOES shall be bound hereunder only to the extent of the funds

available, or which may hereafter become available for the purpose of this agreement.

- U. **PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state offer prices in US dollars.

- V. **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. Please complete *Attachment "A"*

II. Special Terms and Conditions

1. **SCOPE:** The purpose of this IFB is to establish a multi –year contract for bank checks and deposit slips for local courts throughout the Commonwealth of Virginia. Local courts will order checks and deposit slips directly from the supplier.
2. **NON - MANDATORY PRE – BID CONFERENCE:** A non - mandatory pre - bid conference will be held on August 15, 2023 at the Office of the Executive Secretary, 100 North Ninth Street, 6th Floor, Courts Conference Center, Richmond, VA 23219 @ 9:30 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 the Executive Secretary will make the award 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 for 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 of 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: Checkbooks, including inserts and refills, continuous including die cut Commodity Code PPI #323K11-69 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 where verified to the satisfaction of the 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.

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 Supreme Court of Virginia 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:** \$50.00 for delivered (freight included) pricing to the Supreme Court of Virginia and all local courts within the Commonwealth of Virginia. For less than the minimum order, the contractor will Be permitted to add the actual transportation cost (prepaid) to the invoice for payment or the Office of the Executive Secretary may purchase items off 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 transportation cost to the invoice for payment.
10. **DELIVERY:** 3 weeks.
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 hose 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.
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 Person: _____

Telephone Number: _____

Facsimile Number: _____

15. **PURCHASE VOLUME REPORT:** The Contractor shall furnish the Office of Executive Secretary 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	A087645	\$2.50	500	\$1,250
Total	2 orders		900 Purchased	2,250

Item# 002	ITEM DESCRIPTION			
<u>Court</u>	<u>PO #</u>	<u>Unit Price</u>	<u>Quantity Purchased</u>	<u>Line \$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 5 bid samples of the check and 5 bid samples of the single deposit slip and one (1) booklet of the 2 part CFB deposit slips. Mail your sealed bid and samples in separate envelopes. 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 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 with 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. METHOD of PAYMENT

Invoices are to be submitted upon shipment of checks to the individual court purchasing checks:

Upon approval, invoice payment will be rendered by check within net 30 days per terms of the Commonwealth of Virginia's "Prompt Pay Act "

IV. Specifications

High Security Laser Multi – Purpose Laser Voucher Checks and Booked Deposit Slip and Single Deposit Slip Specifications

Laser Voucher Check printing and design will be in accordance with ABA/ANSI X9.7-119 and for deposit slips check printing and design will be in accordance with ABA/ANSI X.9.33

1 Checks:

A. Laser Voucher Check Size: 8 ½ X11” divided into 3 parts as follows:

1. Top section (check) size is Approximately 3– 3/8” x 8 – ½”
2. Middle section (receipt) size is: Approximately 3 -7/16” x 8-1/2”
3. Bottom section (payment record) size is: Approximately # - 15/16 x 8 – ½”

Note: Perforate the laser voucher check at the end of the top section and the middle section; the words PAYMENT RECORD are to printed sideways per the attached example

B. Minimum paper weight of 24 pound, long grain, MICR Bond with opacity (the extent the document obstructs light transmission) of 80% or greater. Use of pre – dyed paper stock is not allowed. Paper grain is to run across the document horizontally and in the same direction as it will pass through a reader or sorter. Laser short grain is to be used for portrait orientation and long grain for landscape orientation.

C. Printing on the back of a check should be completed with non MICR ink See ANSI X9.100---111 for endorsement and image specifications and background areas. Security features should include the following:

1. Laid Lines: utilize unevenly spaced background lines to reduce the “cut and paste” operation.
2. Void Pantograph: Background printing of the word VOID or COPY will appear when a check is photocopied.

3. Chemical Void: If an ink eradicator is applied to the check, the word VOID appears.
 4. Numbered Stock: Sequential Numbering printed at the top of each of the 3 sections of the voucher check in dye that penetrates to the reverse side of the check to identify authenticity.
- D. No markings other MICR characters and symbols in the MICR clear band 0.625” from the aligning edge of MICR documents (checks and deposit slips). Print the specific fields in Magnetic Ink using E13- b characters and fonts
- E. . Do not print rectangular frame when using a laser printer to create checks or to print the convenience amount.
- F. Place a preprinted Dollar Sign in accordance with ANSI X97 within the scan area adjacent to the amount field. The dollar sign is 0.150” to 0.200” in height and 0.075” to 0.200” in width and preprinted in non – reflective black ink
- G. Borders with a PCS greater than 0.30” are not to extend more than 0.200” inward from the leading edge, more than 0.159” inward from the trailing edge or more than 0.150” above the aligning edge. Borders greater than 0.30 PCS are not to pass through the 0.625 MICR Clear Band In the event borders pass through the MICR Clear Band, there shall be at least a 0.350 clearance from the last MICR character printed in the clear band and shall not be printed with magnetic ink.
- H. Check Colors:

133 lines per inch screen and are unreadable inks			
PMS#	Color	010 box outline	.20 box outline
290	Blue/ Violet	40%	20%
319	Blue	20%	10%
333	Aqua	20%	10%
353	Green	20%	10%
375	Yellow/Green	20%	10%

443 Grey 20% 10%

Note: The Middle Section color will be a lighter shade of color than the Check Section; the Bottom Section will be lighter shade of color than the Middle Section

I. The Checks Section will consist of the following components:

1. Account Title & Address
2. Payee
3. Legal Amount of Check
4. Drawee Institution
5. 5/8" Clear MICR Band
6. Check Number
7. Fractional Routing Transit Number
8. Date
9. Convenience Amount of Check
10. Memo Line
11. Signature Lines (2)

Note: The Account Title & Address will be printed at the top of the Middle and Bottom Sections

J. Checks are to be packed 250 per box

Deposit Slips

- A. Banks Routing Transit number is to appear on the deposit slips' MICR line. Check Routing Transit Number is not to be duplicated on the deposit slip.
- B. Use Drop - out Ink (reflectance greater than or equal to 70% with a PCS of 0.25 or less)

- C. Do not place any extraneous marks or printing within 0.100” of the outer boundaries of the Amount Field.
 - D. Insert pre – printed indicators (<) to separate million, thousand fields and a decimal point between the total dollar and cent fields in the “Total Area”
 - E. Deposit slips will consist of the following components:
 - 1. printed Account Title & Address
 - 2. Date
 - 3. Spaces to List Currency and deposited individual checks
 - 4. Depositing Institution
 - 5. 0.625” Clear MICR Band
 - 6. Fractional Routing Transit Number
 - 7. Date
 - F. Vertical Printing of Deposit Slips
 - G. Deposit Slip Size: 3 – 7/16” (w) x 7 – 13/16” (does not include stap)
 - H. Deposit Slips are to be provided as 2 part CFB or 1 part as requested by courts.
- 1) 2 parts with first part white paper and second page CFB paper for court records will consist of the following:
- a Date
 - b. Currency
 - c. Total Cash Box
 - d. 23 numbered lines with space for check number, dollars and cents to list individual checks (front only).
 - e. Total Box.
 - f. Total Items Box
 - g. Total Amount Deposited Box
 - h. Part 1 of the deposit slip is to be white; part 2 is to be pink or yellow

2-part deposit slips are to be enclosed in a heavy paper booklet cover, tear away and packed 50 per booklet

- 2) 1-part white paper deposit will consist of the following
 - a. Date on front side
 - b. Currency and coin lines on front side
 - c. Total Cash Box on front side
 - d. 23 numbered lines on front side with space for check number, dollar, and cents to list individual checks.
 - e. Total Box
 - f. Total Items Box
 - g. Total Deposit Box
 - h. Deposit slip is to be white.
 - i. Reverse side: 40 lines with spaces for check number, dollar and cents to list individual checks.

ORDERING REQUIREMENT – Secure Fax System

All orders will be by secure fax transmission to vendor’s order facility using a pre - fillable order form similar to the example detailed on Attachment XX. This form will be developed jointly by the contractor and buyer after award.

The awarded contractor must have as secure fax system in place to protect check and deposit slip information. This system must include a higher level of data encryption, stringent security and privacy policies and highly trained team members to ensure confidential information is safeguarded. Ideally, this system complies with the Privacy Rule of the Health Insurance Portability and Accountability Act ([HIPAA](#)), which sets down special requirements for exchanging protected health information. Also, this fax system should also provide a digital audit trail that can be reviewed at any time that allows the contractor to keep track of exactly what has been sent to who and when to ensure that private data is routed in a secure environment.

Can your firm meet the requirements for fax ordering?
YES ___ NO ___

V. PRICE SHEET

Item	Description	Est. Qty. (per year)	Unit Price
1	Single Laser Checks, 250 per box	70,000 ea. (280 boxes)	\$_____/box
2	Deposit Slips, CFB Paper, 2- part, booklet, 50/book	63,600 (1,272 books)	\$_____/book
3	Deposit Slip, Single, 100/box/package	2,400 (24 boxes/packages)	\$_____/box

***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):

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS

Your Company Name Address 1 Address 2 City, ST Zipcode Phone Number	Bank Name City, State Branch ABA/Fraction	001192
--	---	--------

PAY TO THE ORDER OF _____ \$ _____
DOLLARS

MEMO _____ Authorized Signature _____

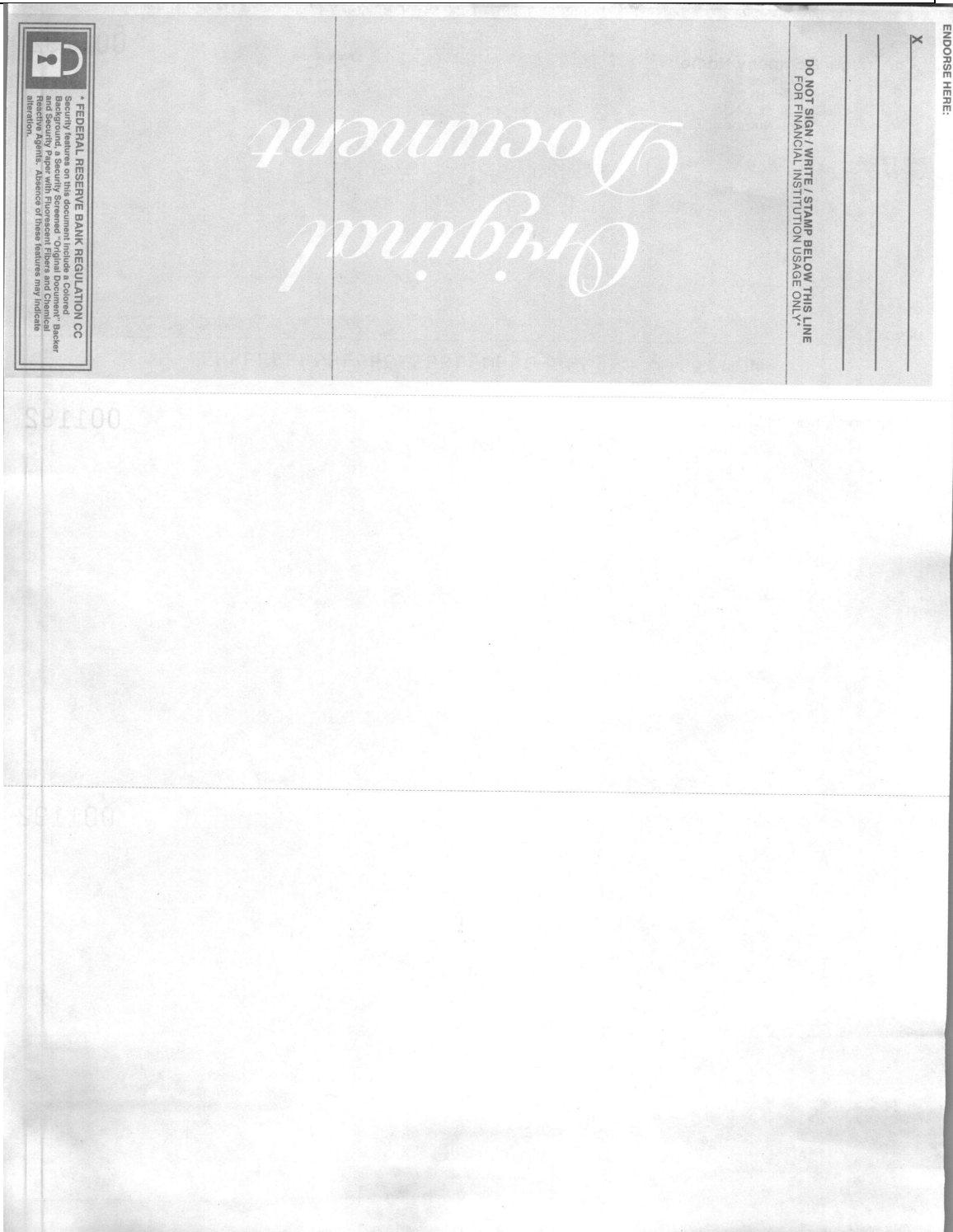
⑈001192⑈ ⑆9999999999⑆999999999999999999

Your Company Name City, ST Zipcode	001192
------------------------------------	--------

Your Company Name City, ST Zipcode	001192
------------------------------------	--------

PAYMENT RECORD

8005BLTD 904-649-9038



ATTACHMENT D – SAMPLE DEPOSIT SLIP, SINGLE (Front & Back)
 NOTE: SAMPLE MAY NOT BE THE EXACT SIZE

Single Deposit SLIPS

PLEASE PRESS FIRMLY

WIDT-1-PD (2/99)

DEPOSIT TICKET P23903-03-12

FRONT

DATE

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
 ENDORSE & LIST CHECKS SEPARATELY OR
 ATTACH LIST

	DOLLARS	CENTS
CURRENCY		
COIN		
TOTAL CASH		
CHECKS		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
TOTAL FROM ATTACHED LIST		

TOTAL ITEMS

\$

68-316/514

PLEASE RE-ENTER TOTAL HERE

CHECKS AND OTHER ITEMS RECEIVED FOR DEPOSIT ARE SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

PLEASE PRESS FIRMLY

ITEMIZE CHECKS HERE
 USE ADDITIONAL DEPOSIT SLIPS IF NEEDED

Reverse

DESCRIPTION	DOLLARS	CENTS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
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24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
TOTAL		

PLEASE TRANSFER THIS TOTAL TO FRONT SIDE

2 PART CFB DEPOSIT SLIPS.

PLEASE PRESS FIRMLY

WDT-2-NC LITHO (11/07)

DEPOSIT TICKET PZ73897-01-10



DATE

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
ENDORSE & LIST CHECKS SEPARATELY OR ATTACH LIST

	DOLLARS	CENTS
CURRENCY		
COIN		
TOTAL CASH		
CHECKS		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
TOTAL FROM ATTACHED LIST		

TOTAL ITEMS

[Empty box]

\$



68-222/514

PLEASE REENTER TOTAL HERE

1
2
A

CHECKS AND OTHER ITEMS RECEIVED FOR DEPOSIT ARE SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

L-3
L-3 system 280E, SERIAL # 59760

ATTACHMENT F
CHECK ORDER FORM
SAMPLE

CHECK ORDER FORM FOR THE VIRGINIA JUDICIARY

Fax Order to: _____

*Type of Check:	<input type="checkbox"/> Business check on top (1 Check on Top + 2 Vouchers)
*Quantity:	<input type="checkbox"/> 250 <input type="checkbox"/> 500 <input type="checkbox"/> 1000 <input type="checkbox"/> 2500 <input type="checkbox"/> 5000
*Select check color:	<input type="checkbox"/> Blue <input type="checkbox"/> Green <input type="checkbox"/> Burgundy <input type="checkbox"/> Gold <input type="checkbox"/> Purple Gray Select check Design: <input type="checkbox"/> Marble <input type="checkbox"/> Linen
Deposit Slips (2-Part 50/Book):	<input type="checkbox"/> 4 Books <input type="checkbox"/> 8 Books <input type="checkbox"/> 16 Books <input type="checkbox"/> 32 Books. Note: 4 books is the minimum order for deposit slips.

Check & Deposit Slip Imprint Information

*Court Name:	
*Address:	
*City State, Zip	
Extra Line:	
*Bank's Name:	
Bank's City State, Zip	

Bank Account Info

Routing Fraction#:	
*Bank 9 Digit routing number:	
*Account Number:	
*Confirm Account Number:	

Check Information

*Check Starting Number _____	<input type="checkbox"/> Text Above Signature Line:	<input type="checkbox"/> Extra Signature Line
------------------------------	---	---

Contact & Shipping Information:

*Court Name: _____	*Attn: _____	
*Address: _____	*City State, Zip: _____	
*Email: _____	*Phone: _____ Fax: _____	
Select shipping method:	<input type="checkbox"/> UPS Ground	<input type="checkbox"/> USPS

DATE:

**PROVIDE A XEROX COPY OF
CHECK AND/OR DEPOSIT SLIP
WITH ORDER. WRITE VOID
ON THE XEROX COPY ****

* Required Fields

**See Purchasing Manual (Chap. 21) for further instructions. Do not void an original check or deposit slip to provide a sample.