

Request For Quotation

**FOR: Custom Printed Envelopes and Specialty Paper,
Judiciary Print Shop**

RFQ No.: JUDAOC-26-12

	Date	Time
Due Date for Questions	December 5, 2025	11:00 am
Submission Date	December 22, 2025	5:00 pm

Dates are subject to change. All times contained in the RFQ refer to Eastern Time.
All changes shall be reflected in Bid Amendments to the Request for Quotations emailed to the Bidders.

RFQ Issued By:

New Jersey Judiciary
Administrative Office of the Courts
Purchase and Property Unit
AOCRFAQ2.mbx@njcourts.gov

Updated: December 8, 2025

1.0 INTRODUCTION AND SUMMARY OF THE REQUEST FOR QUOTATIONS

This Request for Quotation (RFQ) is issued by the New Jersey Judiciary, Administrative Office of the Courts (AOC), Financial Services Division, Purchase and Property Unit on behalf, but not limited to, the Judiciary Print Shop. The Judiciary Purchase and Property Unit is the sole point of contact in the Judiciary for the purpose of this RFQ.

The Bidder is advised to thoroughly read all sections and follow all instructions contained in this RFQ before preparing and submitting its quotation.

1.1 PURPOSE AND INTENT

The purpose of this RFQ is to solicit quotations for Custom Printed Envelopes and Specialty Paper on behalf of the Judiciary Print Shop for ongoing projects and increasing demand.

It is the intent of the New Jersey Judiciary to award responsible Bidder(s) whose quotation(s), conforming to this RFQ, is most advantageous to the Judiciary, price and other factors considered. The Judiciary may award all price lines within each Group. The Judiciary, however, reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed to be in the Judiciary's best interest.

The State of New Jersey Standard Terms and Conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

1.2 BACKGROUND

The Judiciary Print Shop is an essential unit that handles high volumes of work and plays a crucial role in supporting the day-to-day operations of the Judiciary. The Print Shop provides print services to the entire State of New Jersey that include, but are not limited to, civil mailers, discovery end date notices, pretrial notices, family guardianship, dismissal orders, and client protection letters.

The Print Shop has seen increasing demand for projects utilizing specific Custom Printed Envelopes and Specialty Paper. The estimated usage for each is shown on the Judiciary Price Sheet (Attachment 1), which is based on recent usage. The quantities are for historical reference only and does not guarantee purchase at the same quantities. Release will vary and are on an as needed basis.

1.3 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS

The Contract awarded, and the entire agreement between the parties, as a result of this RFQ, shall consist of: (1) the final RFQ, (2) State of New Jersey Standard Terms and Conditions, and (3) the quotation. In the event of a conflict in the terms and conditions among the documents

comprising this Contract, the order of precedence, for purposes of interpretation thereof, is listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder's quotation nor accepted by the Judiciary, shall not be incorporated into the Contract awarded. Any references to external documentation, included those documents referenced by a URL, including without limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the RFQ and the State of New Jersey Standard Terms and Conditions. In the event of any conflict between the terms of a document incorporated by reference the terms and conditions of the RFQ and the State of New Jersey Standard Terms and Condition shall prevail.

2.0 PRE-QUOTATION SUBMISSION INFORMATION

The Bidder assumes sole responsibility for the complete effort required in submitting a quotation and for reviewing the quotation submission requirements and the **4.0 SCOPE OF WORK** requirements.

2.1 QUESTION AND ANSWER PERIOD

The Judiciary shall accept questions and inquiries from all potential Bidders via an email sent to AOCRFAQ2.mbx@njcourts.gov and the cut-off date for electronic questions and inquiries related to this RFQ is indicated on the cover sheet.

- A. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ; and
- B. Bidder shall submit questions only to the Judiciary designee by email. The Judiciary shall not accept any question in person or by telephone concerning this RFQ. The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the RFQ cover sheet.
- C. Any Vendors (Bidders) interested in printing and requires a sample of product must submit request during the Q&A period to this mailbox: AOCRFAQ2.mbx@njcourts.gov. All requests must include the point of contact and address. Samples will be shipped out by courier service. Photos of the envelopes may also be requested during the Q&A period.

2.2 BID AMENDMENTS

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision shall be by Bid Amendment. Any Bid Amendment shall become part of this RFQ and part of any Contract awarded. Bid Amendments shall be released with RFQ by the Judiciary. There are no designated dates for release of Bid Amendments. It is the sole responsibility of the Bidder to be knowledgeable of all Bid Amendments related to this RFQ.

3.0 QUOTATION SUBMISSION REQUIREMENTS

3.1 QUOTATION SUBMISSION

In order to be considered for award, the quotation shall be received by the Judiciary via email to AOCRFQ2.mbx@njcourts.gov by the required date and time indicated on the RFQ cover sheet. If the submission date deadline has been revised, the new submission date opening deadline shall be shown on the posted Bid Amendment. Quotations not received prior to the submission date deadline may be rejected.

All electronic submissions should have the following in their subject line:

Subject Line: **RFQ JUDAOC-26-12 INSERT COMPANY NAME**

3.1.1 ELECTRONIC SIGNATURES

Bidders shall submit quotations electronically. The Bidder may sign the forms electronically in the “Signature” block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form.

Both electronic signatures and scanned physical signatures shall be accepted, provided that the forms are otherwise properly completed.

3.2 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a quotation in response to this RFQ. No special consideration shall be given after the submission date deadline. The Judiciary assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a quotation in response to this RFQ or any pre-contract award costs incurred.

3.3 BIDDER ADDITIONAL TERMS SUBMITTED WITH THE QUOTATION

A Bidder may submit additional terms as part of its quotation. Additional terms are Bidder-proposed terms or conditions that do not conflict with the Scope of Work required in this RFQ, the terms and conditions of this RFQ, or the State of New Jersey Standard Terms and Conditions. Bidder proposed terms or conditions that conflict with those contained in the State of New Jersey Standard Terms and Conditions may render a quotation non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to quotation submission.

3.4 BID QUOTATION CONTENT

The Bidder’s quotation should be submitted with the attachments organized in the following manner:

- **Judiciary Price Sheet** (Attachment 1) Section 3.8
- **Forms, Registrations, and Certifications** (Section 3.6-3.6.13)
- **Technical Quotation** (Section 3.7)
- **Bidder Additional Terms if applicable** (Section 3.3)

A Bidder should not password protect any submitted documents. Use of URLs in a quotation should be kept to a minimum and shall not be used to satisfy any material term of an RFQ. If a preprinted or other document included as part of the quotation contains a URL, a printed copy of the information should be provided and shall be considered as part of the quotation.

3.5 NJSTART: BIDDER PROFILE ONLINE REGISTRATION – REQUIRED WITH QUOTATION SUBMISSION

The Bidder shall review and fully complete their business profile in Treasury’s **NJSTART** database at www.njstart.gov. Treasury provides several Vendor Quick Reference Guides (QRGs) to walk you through registering your business, editing profile information, and maintaining categories and certifications. Please visit the NJSTART Vendor Support Page at [New Jersey Division of Purchase and Property \(state.nj.us\)](http://New Jersey Division of Purchase and Property (state.nj.us)) for additional guidance and helpful videos. If you have questions or need additional assistance, please email njstart@treas.nj.gov.

3.6 FORMS, REGISTRATIONS AND CERTIFICATIONS

Bidders shall complete and email the required forms to AOCRFQ2.mbx@njcourts.gov and are encouraged to upload them to their NJSTART Bidder profile at the time of bid submission. Forms should preferably be submitted with the bid. However, if not submitted with the bid, they shall be submitted no later than five (5) calendar days after the bid due date. . Failure to submit the required forms within this timeframe may result in the bid being deemed non-responsive. All forms must be signed and dated within five (5) months of the bid submission date; previously signed forms are acceptable if within this timeframe.

3.6.1 [STANDARD TERMS AND CONDITIONS \(REVISED JUNE 3, 2025\)](#)

3.6.2 [OWNERSHIP DISCLOSURE FORM](#)

3.6.3 [DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM](#)

3.6.4 [DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM](#)

3.6.5 [TWO-YEAR CHAPTER 51/EXECUTIVE ORDER 117 VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS](#)

3.6.6 [CHAPTER 271 VENDOR CERTIFICATION AND POLITICAL DISCLOSURE FORM](#)

3.6.7 [MACBRIDE PRINCIPLES FORM](#)

3.6.8 [SOURCE DISCLOSURE](#)

3.6.9 [CERTIFICATION REGARDING PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS](#)

3.6.10 [SUBCONTRACTOR UTILIZATION PLAN](#), if Applicable

3.6.11 NJ BUSINESS REGISTRATION CERTIFICATE

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract.

A. Register: [State of New Jersey Online Tax/Employer Registration \(njportal.com\)](http://State of New Jersey Online Tax/Employer Registration (njportal.com))

B. Copy of BRC: [N.J. Department of Treasury - Division of Revenue, On-Line Inquiry \(state.nj.us\)](http://N.J. Department of Treasury - Division of Revenue, On-Line Inquiry (state.nj.us))

3.6.12 AFFIRMATIVE ACTION (AA/EEO CERTIFICATE)

The Contractor shall have a valid Affirmative Action/Equal Employment Opportunity Certificate or Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program.

Pursuant to New Jersey procurement laws, regulations, guidelines, and policies issued by New Jersey Division of Purchase and Property, all Contractors doing business with the State of New Jersey are required to have an Affirmative Action/Equal Employment Opportunity Certificate (EEO certificate). The EEO certificate requirement is necessary to ensure compliance with state statutes and regulations concerning equal employment opportunities. Reference, State Statute N.J.S.A. 10:5-34 and Administrative Code N.J.A.C 17-27-et Seq. Information, instruction, and the application are available at [New Jersey Department of Treasury Contract Compliance](#).

Register online [HERE](#). Registration requires an Affirmative Action Employee Information Report (Form AA302) and \$150 payment to Treasury. *The Certificate of Employee Information Report is valid for seven years for businesses with less than 50 employees or three years for businesses with more than 50 employees.*

3.6.13 INSURANCE REQUIREMENTS

The Bidder shall provide a copy of the ACORD Form/Certificate of Insurance (COI) according to the State of New Jersey Standard Terms and Conditions, section 4.2 Insurance.

Additional Insurance Requirements are further outlined in section **5.5 SPECIAL TERMS AND CONDITIONS (Additional Insurance Requirements)**.

3.7 TECHNICAL QUOTATION

The Bidder should describe its approach and plans for accomplishing the work outlined in the Scope of Work. The Bidder should set forth its understanding of the requirements of this RFQ and its approach to successfully complete the Contract. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of the Bidder's quotation. The Bidder should provide manufacturer specification sheets of items quoted.

3.7.1 ORGANIZATIONAL EXPERIENCE

The Bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidence of the Bidder's qualifications, and capabilities to perform the services required by this RFQ. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder's Quotation.

3.8 JUDICIARY PRICE SHEET (ATTACHMENT 1) INSTRUCTIONS

The Bidder shall submit its pricing using the format set forth in the Judiciary's supplied Judiciary Price Sheet (Attachment 1) to this RFQ.

3.9 FINANCIAL CAPABILITY OF THE BIDDER

Upon request, the Bidder should provide sufficient financial information to enable the Judiciary to assess the financial strength and creditworthiness of the Bidder and its ability to undertake and successfully complete the Contract. In order to provide the Judiciary with the ability to evaluate the Bidder's financial capacity and capability to undertake and successfully complete the Contract, the Bidder should submit the following:

- A. For publicly traded companies the Bidder should provide copies, or the electronic location of the annual reports filed for the two most recent years; or
- B. For privately held companies the Bidder should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant which includes a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year.

If the information is not supplied with the Quotation, the Judiciary may still require the Bidder to submit it. If the Bidder fails to comply with the request within seven (7) business days, the Judiciary may deem the Quotation non-responsive.

A Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. The Judiciary reserves the right to make the determination to accept the assertion and shall so advise the Bidder.

4.0 SCOPE OF WORK

The Contractor(s) shall provide Custom Printed Envelopes and/or Specialty Paper as specified in this RFQ at a single firm-fixed price.

4.1 PAPER AND ENVELOPE REQUIREMENTS

The awarded Contractor(s) shall provide specialty paper and envelopes as specified in this RFQ and price sheet and shall meet specifications.

The quantity of envelopes as listed in "Estimated Usage" on the Judiciary Price Sheet (Attachment 1) is strictly an estimate and the Judiciary may purchase more or less of these amounts over the term of the contract. The Judiciary shall not be bound to any minimum, average or maximum order quantities per the term of the contract.

Any alternates or deviations from the requested items for any reason shall receive written prior approval from the Judiciary Project Manager prior to moving forward. Any changes that include a change in cost shall receive written approval from the Judiciary Contract Manager.

4.1.1 CUSTOM PRINTED ENVELOPES REQUIREMENTS (GROUP A)

The Judiciary Printshop has certain specific requirements based on their printing operations. As such, products offered shall meet the following requirements:

1. Envelopes must meet the specifications for high-speed Bell & Howell Forerunner and Bell & Howell Ascender inserter and are capable of running 16,000 per hour.
2. Envelopes must be capable of feeding error free.
3. Unless otherwise specified, any variation on the basis of weight is NOT acceptable. Any variation must be submitted for prior written approval from the Judiciary as stated per 4.1 Paper and Envelope Requirements and section 4.6. Product substitution.
4. Any palletized shipments must have corner protectors to limit any damage to the envelopes during transport and delivery.

All Custom Printed Envelopes shall be made to order in release quantities as stated on the Price Sheet (Attachment 1). Envelopes shall NOT be made in a single order and stored for future release due to the risk of deterioration of product over the term of the contract.

The Judiciary Print Shop has specific envelope printing requirements based on our printing operations. Custom Printed Envelopes Examples are per Attachment 2. If samples of products are required by Bidder, please see Section 2.1 C.

The Contractor shall have the capability of printing logos, return addresses, and certified mail coding. The contractor shall provide a proof via email for each order and must be approved by the Judicial Project Manager prior to printing.

The Contractor shall provide Custom Printed Envelopes including, but are not limited to, the following products:

ENVELOPE TYPE AND DESCRIPTION	SIZE/WEIGHT	PRINT COLOR
#10 PERMIT 21 "OFFICIAL LEGAL NOTICE" WHITE WOVE	4 1/8" X 9 1/2" 24 LB	BLACK AND RED
#10 PERMIT 21 WHITE WOVE	4 1/8" X 9 1/2" 24 LB	BLACK
#10 PERMIT 21 JURY WHITE WOVE	4 1/8" X 9 1/2" 24 LB	BLACK + 485
#10 CEP 1-WAY WHITE WOVE	4 1/8" X 9 1/2" 24 LB	BLACK + 485
#10 CEP 2-WAY WHITE WOVE	4 1/8" X 9 1/2" 24 LB	BLACK + 485
CIVIL MAILERS - 1ST CLASS WHITE WOVE	6" X 9 1/2" 28 LB	BLACK
CIVIL MAILERS - CERTIFIED WHITE WOVE	6" X 9 1/2" 28 LB	NO PRINTING
CIVIL MAILERS - 1ST CLASS WHITE WOVE	9" X 12" 28 LB	BLACK

CIVIL MAILERS - CERTIFIED WHITE WOVE	9" X 12" 28 LB	PMS 348
---	-------------------	---------

4.1.2 SPECIALTY PAPER REQUIREMENTS (GROUP B)

The Judiciary Printshop has certain specific paper requirements based on their printing operations. As such, products offered should meet the following requirements:

1. All white and colored copy paper sizes must be mill branded, no private label copy paper will be accepted.
2. All bond and ledger (sulfate and rag) stock must be mill brand watermarked.
3. Mill brands submitted must have a current listing in Grade Finders, Inc. – The Competitive Grade Finder, Walden Mott Paper Catalog, or other nationally recognized industry publication.
4. Paper shall be full sized when delivered and cut square on all four (4) sides.
5. Grains will be specified by the Judiciary.
6. Unless otherwise specified, any variation above or below the basis weight shall not exceed 5%.
7. Photocopy, press, and high-speed inserter must be capable of feeding error free in high-speed digital equipment at speeds up to 32,000 sheets per hour and must be compatible with laser printers.

The Contractor shall provide Specialty Paper including, but are not limited to, the following products:

PAPER TYPE AND DESCRIPTION	SIZE/WEIGHT	MODEL/PART/ITEM NUMBER FOR REFERENCE ONLY
DOMTAR LETTERMARK (NO RECYCLED) WHITE - 92 BRIGHTNESS	8 1/2" X 11" 20 LB	DOM-3970
DOMTAR LETTERMARK (NO RECYCLED) WHITE - 96/98 BRIGHTNESS	8 1/2" X 11" 20 LB	DOM-3984
HAMMERMILL OR DOMTAR LETTERMARK, WHITE	8 1/2" X 11" 90 LB	DOM-94299
HAMMERMILL PREMIUM COPY COVER, WHITE- 100 BRIGHTNESS	8 1/2" X 11" 100 LB	120024
HAMMERMILL OR DOMTAR LETTERMARK, GREEN	8 1/2" X 11" 110 LB	DOM-94266
DOMTAR LETTERMARK (NO RECYCLED) WHITE - 92 BRIGHTNESS	8 1/2" X 14" 20 LB	DOM-3972D
HAMMERMILL OR DOMTAR LETTERMARK, WHITE	11" X 17" 90 LB	

HAMMERMILL PREMIUM COPY TEXT, WHITE- 100 BRIGHTNESS	12" X 18" 80 LB	106127
HAMMERMILL PREMIUM COPY COVER, WHITE- 100 BRIGHTNESS	12" X 18" 80 LB	133200
HIGH SPEED COPIER TABS WHITE FORWARD COLLATED 1/5TH CUT	9" X 11" 90 LB	
NCR SUPERIOR BLACK PRINT – WHITE/CANARY	8 1/2" X 11" 2 PART STRAIGHT	NCR-5914
NCR SUPERIOR BLACK PRINT WHITE/CANARY/PINK	8 1/2" X 11" 3 PART STRAIGHT	NCR-5909
NCR SUPERIOR BLACK PRINT – WHITE/CANARY/PINK/ GOLDENROD	8 1/2" X 11" 4 PART STRAIGHT	NCR-5925N
NCR SUPERIOR BLACK PRINT WHITE/GREEN/CANARY/ PINK/GOLDENROD	8 1/2" X 11" 5 PART STRAIGHT	NCR-5934N

The Bidder may propose alternative manufacturers as long as the suggested product meets or exceeds specifications as stated in this RFQ and price sheet. In order for alternative items to be considered the bidder must provide manufacturer specification sheets of proposed items. It will be to the sole discretion of the Judiciary to accept or reject proposed alternate items.

4.2 SAMPLES AND TESTING

The Judiciary may require proof(s) and individual physical samples provided from Bidder(s) upon request at no cost to the Judiciary. If the Bidder(s) is unable to provide proof or a physical sample upon request, the Bidder may be deemed non-responsive.

The Judiciary may also require test runs on certain envelopes and paper at no cost to the Judiciary to ensure that the Bidder(s) proposed goods shall work with the Judiciary Print Shop's equipment. This shall include, but not be limited to, any "Minimum Sample Test Run" in the Judiciary Notes on the Judiciary Price Sheet (Attachment 1).

4.3 DELIVERY REQUIREMENTS

The Contractor(s) shall deliver products on an as-needed basis. The Judiciary shall be notified of any lead times that may extend beyond those as described on the Judiciary Price Sheet (Attachment 1).

All delivery costs shall have been included with pricing provided in the bidding stage and no additional freight or shipping fees will be paid except in exigent circumstances of immediate needs as described in section 4.3.2 EMERGENCY DELIVERIES.

The Contractor shall make arrangements for delivery of product upon written notification of release against issued purchase order. All deliveries must be made as instructed during working hours, except on legal state holidays, and may specify alternate delivery sites and/or hours when necessary. The Contractor shall contact the Judiciary's location prior to each delivery, advising estimated date and time of arrival, product to be delivered, and estimated quantity.

Contractors will be required to provide inside delivery to the Print Shops located in Trenton, NJ, or equivalent location at alternate delivery sites. The Contractor will have access to the receiving platform and loading dock. The Judiciary may require delivery to a specific floor at no additional cost to the Judiciary. Prices must be all inclusive including inside delivery.

The Contractor shall package and protect all material so that they are delivered in an undamaged condition. Any palletized shipments must have corner protectors to limit any damage to product during transport and delivery. The Judiciary reserves the right to reject any material which is damaged or delivered or received in an otherwise unacceptable condition. Any charges incurred due to damaged materials shall be the responsibility of the Contractor.

4.3.1 LATE DELIVERY

The Contractor shall immediately advise the Judiciary Contract Manager and Judiciary Project Manager of any circumstance or event that could result in late completion of any services called for to be completed on a certain date. The Contractor shall notify the Judiciary Contract Manager and Judiciary Project Manager immediately if there is a delay in production.

4.3.2 EMERGENCY DELIVERIES

In rare instances, the Judiciary may have emergencies requiring expedited delivery. The Judiciary should be responsible for any costs associated with expedited delivery. For emergency orders, the Contractor shall advise the quickest available time frame and if applicable, additional cost within (1) business day from the request.

Only upon written approval of shorter lead time and additional cost shall the vendor move forward with the expediting of product and delivery.

4.4 CONTRACTOR PORTAL

The awarded Contractor may provide the Judiciary with secured web-based platform services. The Judiciary may request a demo of the portal before the award. The awarded Contractor's portal must provide the status and availability of the goods in this RFQ. Training on how to use the portal shall be required. The portal should be accessible on desktop platforms.

If a portal platform is not available, the awarded Contractor shall provide paper status and availability via email to the Judiciary Contract Manager and Judiciary Project Manager as requested with responses within (2) business days of request. The awarded Contractor must

ensure the security of data transmissions and limit access to any data transmission, storage, and retrieval system.

4.5 REPLACEMENT OF UNSATISFACTORY PRODUCTS

Upon delivery of the product and where applicable, the Judiciary should inspect the product to ensure that the product is free of damage. The Judiciary should conduct an inspection within seven business days and should return any product that is determined to be damaged at no additional cost to the Judiciary. The Contractor shall immediately remove the unsatisfactory product at no cost to the Judiciary. If latent defects are discovered while processing the product through the Judiciary's equipment, the Contractor shall reimburse any defected product.

Envelopes and Paper having a curl which cannot be overcome under reasonable working conditions shall be rejected by the Judiciary. If latent defects should be discovered after product has been accepted, the contractor shall be required to replace defective material at no cost to the Judiciary, within 2 working days.

4.6 PRODUCT SUBSTITUTION

The Contractor may request possible substitutions to the Judiciary Project Manager if there are any supply issues. The suggested substitutions must be the same specifications per this RFQ and must be approved in writing by the Judiciary Project Manager. A sample may be required prior to the approval of any substitutions and a minimum test run at a designated quantity by the Judiciary, at no additional cost to the Judiciary. All pricing for substitutions shall be mutually agreed upon by the Judiciary Contract Manager and the Contractor. All substitutions must be capable of feeding error free in high-speed equipment.

4.7 PRODUCT ADDITION

Throughout the term of the contract, the Judiciary may identify a need for additional products that are of a similar nature, function, or specification to those originally awarded. These needs may arise due to changes in scope, project expansion, or unforeseen operational requirements within the Judiciary.

In such instances, the Contractor shall provide a written quotation for the requested product(s), including detailed specifications and competitive pricing. All pricing submitted must be fair, reasonable, and in line with current market rates in order to be considered.

The Judiciary reserves the sole right to evaluate the submitted pricing and determine whether the additional item(s) shall be incorporated into the contract. If approved, the item(s) will be added by way of a formal written contract amendment, executed by the Chief of Purchase and Property. No additions shall be deemed valid or enforceable without such an executed amendment.

4.8 JUDICIARY PRICE SHEET (ATTACHMENT 1)

Each Bidder is required to hold its prices firm through issuance of this Contract.

The Bidder should provide prices on the attached price sheet in dollars and/or cents and shall not exceed two decimal places to the right of the decimal point. Bidders shall provide an all-inclusive single fixed price for each price line item that they shall provide under contract. All prices shall be firm and shall not be subject to increase during the term of the contract.

If the Bidder is not submitting a price for an item on price line, the Bidder should indicate “No Bid” on the price line for the specific item within the price sheet accompanying this RFQ. If the Bidder shall supply an item on a price line free of charge, the Bidder should indicate “No Charge” on the price sheet accompanying this RFQ. The use of any other identifier may result in the Bidder’s quotation being deemed non-responsive.

The Bidder should provide and specify manufacturer and manufacturer’s item number of the items quoting on the price sheet.

All costs are to be all-inclusive of any freight and/or shipping costs. No additional costs shall be considered after award of contract.

4.8.1 Price Escalation and De-Escalation Clause (with Base Price Requirement)

The Judiciary reserves the sole right to accept, modify, or reject any request. No increase shall take effect without prior written approval in the form of a contract amendment.

A. Base Pricing Requirement:

At the time of bid submission, the Contractor shall submit a complete, itemized Base Price Schedule for all goods covered under this contract. The submitted pricing shall be valid for award evaluation purposes and, if awarded, will become the contracted Base Price. This schedule will be incorporated into the final agreement as Per the Price schedule and will serve as the benchmark for any changes.

B. Fixed Pricing Period:

All pricing shall remain firm and fixed for the first twelve (12) months of the contract term. No price increases will be allowed during this period under any circumstances.

C. Price Adjustments After Initial Period:

After the fixed pricing period, the Contractor may request a price adjustment. Any such adjustment must be based solely on measurable changes in market conditions and shall not exceed the percentage of cost increase demonstrated in the supporting data, as outlined in Section **5.5.2 Price Escalation and De-Escalation Clause**.

If the Judiciary requests a price reduction based on the accepted sources per **5.5.2 Price Escalation and De-Escalation Clause**, the Contractor shall reduce their pricing accordingly.

5.0 GENERAL CONTRACT TERMS

The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment shall be made only to the Contractor. The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the deliverables, goods or services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this Contract.

5.1 CONTRACT TERM AND EXTENSION OPTION

The base term of this Contract shall be for a period of one (1) year.

This Contract may be extended up to a maximum of two (2) years with no single extension exceeding one (1) year, by the mutual written consent of the Contractor and the Judiciary at the same terms, conditions, and agreed upon pricing of the Contractor and the Judiciary.

5.2 CONTRACT TRANSITION

In the event that a new Contract has not been awarded prior to the expiration date for this Contract, including any extensions exercised, and the State exercises this Contract transition, the Contractor shall continue this Contract under the same terms, conditions, and pricing until a new Contract can be completely operational. At no time shall this transition period extend more than 90 calendar days beyond the expiration date of this Contract, including any extensions exercised.

5.3 DELIVERY TIME AND COSTS

All delivery times are per lead times provided on the Judiciary Price Sheet. The Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the Judiciary. No additional charges shall be allowed for any additional transportation costs resulting from partial shipments made at the Contractor's convenience when a single shipment is ordered.

5.4 ELECTRONIC PAYMENTS

With the award of this Contract, the successful Contractor(s) shall be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, you must complete the EFT information within your **NJSTART** Contractor Profile. Please refer to the QRG entitled "Contractor Profile Management – Company Information and User Access" for instructions.

5.5 SPECIAL TERMS AND CONDITIONS

5.5.1 Additional Insurance Requirements

In addition to the standard insurance requirements set forth in the State of New Jersey Terms and Conditions, **Section 4.2 – Insurance**, the awarded contractor shall list the *State of New Jersey and the State of New Jersey, Judiciary, Purchase and Property Unit, 25 W. Market Street, Trenton, NJ 08625* in the certificate holder box of the Certificate of Insurance.

The awarded contractor(s) shall also name the State of New Jersey and the State of New Jersey Judiciary, as Additional Insureds on the **Commercial General Liability Insurance** and **Automobile Liability** (if applicable) policies and should be stated in the description box of the ACORD form. Example wording: *The State of New Jersey and the State of New Jersey Judiciary and their officers and employees are hereby named as Additional Insureds on the Contractor's Commercial General Liability insurance policies where required by written contract.*

This must be evidenced by a Certificate of Insurance and an accompanying endorsement, both of which shall be provided prior to the start of any work.

If **Automobile Liability Insurance** is required due to the nature of services (e.g., transporting clients or operating vehicles on behalf of the Judiciary), then the State of New Jersey and State of New Jersey Judiciary shall also be named as Additional Insureds on the Automobile Liability Insurance policy.

5.5.2 Price Escalation and De-Escalation Clause

The Judiciary reserves the sole right to accept, modify, or reject any request. No increase shall take effect without prior written approval in the form of a contract amendment.

Price Adjustments After Initial Period, the Contractor may request a price adjustment. Any such adjustment must be based solely on measurable changes in market conditions, as outlined below, and shall not exceed the percentage of cost increase demonstrated in the supporting data.

To request an increase, it must be based on the acceptable source below a minimum of three percent (3%), not to exceed ten (10%) annual adjustment.

A. Acceptable Basis for Adjustment:

Price adjustment requests will only be considered if substantiated by verifiable changes in material costs relevant to the contracted goods.

Acceptable sources include:

- Producer Price Index (PPI) – Pulp, Paper, and Allied Products, as published by the U.S. Bureau of Labor Statistics (BLS), Region United States.
<https://www.bls.gov/ppi/>

B. Required Submission and Review Process:

All requests must be submitted in writing no less than **sixty (60)** days before the proposed effective date and must include:

- a. A copy of the Base Price Schedule

- b. The proposed new pricing
- c. The percentage of increase/decrease
- d. Source documentation supporting the change (e.g., BLS index trends)
- e. A narrative explanation tying the index change directly to the affected items

C. De-Escalation Requirement:

Should the relevant market indicators decrease by a minimum of three percent (3%), not to exceed ten percent (10%) the last price schedule; the Judiciary will request a price reduction.

6.0 QUOTATION EVALUATION AND AWARD

6.1 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

In accordance with N.J.S.A. 52:32-1.4, the State of New Jersey shall invoke reciprocal action against an out-of-State Bidder whose state or locality maintains a preference practice for its in-state Bidders. The State of New Jersey shall use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Bidder should submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information should be submitted in writing as part of the Quotation response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Bidder, etc. It is the responsibility of the Bidder to provide documentation with the Quotation or submit it to the Judiciary within five (5) business days after the deadline for Quotation submission. Written evidence for a specific procurement that is not provided to the Judiciary within five (5) business days of the public Quotation submission date may not be considered in the evaluation of that procurement but may be retained and considered in the evaluation of subsequent procurements.

6.2 CLARIFICATION OF QUOTATION

After the quotation opening date, unless requested by the State as noted below, Bidder contact with the Judiciary regarding this RFQ and the submitted quotation is not permitted. After the quotations are reviewed, one (1), some or all of the Bidders may be asked to clarify inconsistent statement contained within the submitted quotation. A Bidder may be required to give an oral presentation and/or submit written responses to questions regarding its quotation to the Judiciary concerning its quotation. The Purchase and Property Unit buyer shall be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 JUDICIARY'S RIGHT TO INSPECT BIDDER'S FACILITIES

The Judiciary reserves the right to inspect the Bidder's establishment before making an award, for the purposes of ascertaining whether the Bidder has the necessary facilities for performing the Contract.

6.4 EVALUATION CRITERIA

The evaluation criteria shall be used to evaluate Quotations received in response to this RFQ. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

6.4.1 TECHNICAL EVALUATION CRITERIA

The following criteria will be used to evaluate and score quotations received in response to this RFQ. Each criterion will be scored, and each score multiplied by a predetermined weight to develop the Technical Evaluation Score:

- A. Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required;
- B. Experience of firm: The Bidder's documented experience in successfully completing Contract of a similar size and scope in relation to the work required by this RFQ; and
- C. Ability of firm to complete the Scope of Work based on its Technical quotation: The Bidder's demonstration in the quotation that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Contract.

6.4.2 PRICE EVALUATION

For evaluation purposes, Bidders shall be ranked from lowest to highest according to the total Quotation price located on the Judiciary-Supplied Price Sheet accompanying this RFQ.

6.5 QUOTATION DISCREPANCIES

In evaluating quotations, discrepancies between words and figures shall be resolved in favor of words. Discrepancies between unit prices and totals of unit prices shall be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices shall be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total shall be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum of the column of figures.

6.6 BEST AND FINAL OFFER (BAFO)

The Judiciary may invite one (1) Bidder or multiple Bidders to submit a Best and Final Offer (BAFO). Said invitation shall establish the time for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the Judiciary shall not be considered, and the Judiciary shall evaluate the Bidder's most advantageous previously submitted pricing.

The Judiciary may conduct more than one (1) round of BAFO in order to attain the best value for the Judiciary.

BAFOs shall be conducted only in those circumstances where it is deemed to be in the Judiciary's best interests and to maximize the Judiciary's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price quotation in response to this RFQ since the Judiciary may, after evaluation, make a Contract award based on the content of the initial submission.

6.7 CONTRACT AWARD

The contract award shall be made with reasonable promptness by written notice to that responsible Bidder(s), whose quotation(s), conforming to this RFQ, is most advantageous to the Judiciary, price, and other factors considered.

7.0 CONTRACT ADMINISTRATION

The Judiciary Contract Manager and Judiciary Project Manager for this contract will be identified at the time of execution of contract. At that time, the Contractor shall be provided with their respective names, departments, divisions, mailing addresses, telephone numbers, and e-mail addresses.

7.1 CONTRACT MANAGER

The Judiciary Contract Manager shall be the Judiciary employee responsible for the overall administration and management of this Contract. The Contract Manager shall issue purchase order(s) to the Contractor and serve as the primary point of contact for all matters related to contract administration.

7.1.1 COORDINATION WITH THE JUDICIARY CONTRACT MANAGER

In the event that a contract user is unable to resolve a dispute with the Contractor, such dispute shall be referred to the Judiciary Contract Manager for resolution. All inquiries related to contract performance shall likewise be directed to the Contract Manager.

If the Contractor is unable to resolve a dispute with contract users, the Contractor shall promptly notify the Judiciary Contract Manager.

7.2 PROJECT MANAGER

The Judiciary Project Manager is the Judiciary employee responsible for the day-to-day project management and approval of work elements in the scope of work. The Judiciary Project Manager will engage and direct the Contractor(s) to perform the work of the contract and approve the deliverables and payment vouchers. The Judiciary Project Manager is responsible for coordinating the use of the contract and resolving minor disputes.

8.0 GLOSSARY

Acceptance – The written confirmation by the Judiciary that Contractor has completed a Deliverable according to the specified requirements.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the Scope of Work to be performed by the Contractor after awarded. An amendment is not effective until it is signed by the Assistant Director of Finance, Judiciary.

AOC – Administrative Office of the Courts.

Best and Final Offer or BAFO – Pricing timely submitted by a Bidder upon invitation by the Purchase and Property Unit after Bid's Submission Date, with or without prior discussion or negotiation.

Bid or RFQ – The documents which establish the bidding and Contract requirements and solicits quotations to meet the needs of the Judiciary as identified herein, and includes the RFQ, State of New Jersey Standard Terms and Conditions (SSTC), State Price Sheet, Attachments, and Bid Amendments.

Bid Amendment – Revision to this RFQ issued by the Judiciary. Bid Amendments, if any, shall be issued prior to quotation opening.

Bidder – An entity offering a quotation in response to the RFQ.

Breach of Security – as defined by N.J.S.A 56:8-161, means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Contractor for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purpose unrelated to the business or subject to further unauthorized disclosure.

Business Day – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

BRC – Business Registration Certificate.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Change Order – An amendment, alteration, or modification of the terms of a Contract between the State and the Contractor(s). A Change Order is not effective until it is signed and approved in writing by the New Jersey Judiciary, Purchase and Property.

Contract – The Contract consists of the State of NJ Standard Terms and Conditions

(SSTC), the RFQ, the responsive quotation submitted by a responsible Bidder as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Change Orders agreed to by the State and the Contractor, in writing.

Contractor – The Bidder awarded a Contract resulting from this RFQ.

Days After Receipt of Order (ARO) – The number of calendar days ‘After Receipt of Order’ in which the Judiciary shall receive the ordered materials and/or services.

Deliverable – Goods, products, Services and Work Product that Contractor is required to deliver to the State under the Contract.

Discount – The standard price reduction applied by the Bidder to all items.

Evaluation Committee – A group of individuals or a Judiciary staff member assigned to review and evaluate quotations submitted in response to this RFQ and recommend a Contract award.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs.

Judiciary – The State of New Jersey court system which consists of the Supreme Court,

Appellate Court, Tax Court, and the Superior Court in 15 Vicinages (21 counties).

Judiciary Contract Manager – The individual responsible for the overall management and administration of the contract.

Judiciary Project Manager – The individual responsible for the approval of work elements in the scope of work.

Judiciary-Supplied Price Sheet – the bidding document created by the Judiciary and attached to this RFQ on which the Bidder submits its Quotation pricing as is referenced and described in the RFQ.

May – Denotes that which is permissible or recommended, not mandatory.

Must – Denotes that which is a mandatory requirement.

Net Purchases - means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made by Intrastate Cooperative Purchasing Participants, regardless of whether or not **NJSTART** is used as part of the purchase process.

No Bid – The Bidder is not submitting a price Quotation for an item on a price line.

No Charge – The Bidder will supply an item on a price line free of charge.

Percentage Discount or Markup - The percentage bid applied as a Markup or a Discount to a firm, fixed price contained within a price list/catalog.

Performance Security - means a guarantee, executed subsequent to award, in a form acceptable to the Judiciary, that the successful bidder will complete the contract as agreed and that the State will be protected from loss in the event the contractor fails to complete the contract as agreed.

Price List/Catalog – A document published by a manufacturer, resellers, Dealers, or Distributors that typically contains product descriptions, a list of products with fixed prices to which a Bidder's percentage discount or markup bid is applied.

Project – The undertakings or services that are the subject of this RFQ.

Purchasing and Property Unit – The unit responsible for the procurement of all goods and services for the New Jersey Supreme, Appellate, and Tax Courts, and all divisions of the Administrative Office of the Courts.

Quick Reference Guides (QRGs) – Informational documents which provide Contractors with step-by-step instructions to navigate the NJSTART eProcurement System. QRGs are available on the [NJSTART Vendor Support Page](#).

Quotation – Bidder's timely response to the RFQ including, but not limited to, technical quotation, price quotation including Best and Final Offer, any licenses, forms, certifications, clarifications, negotiated documents, and/or other documentation required by the RFQ.

Quotation Opening Date - The date quotations will be opened for evaluation and closed to further Quotation submissions.

Request For Quotation (RFQ) – This series of documents, which establish the bidding and contract requirements and solicits quotations to meet the needs of the Judiciary as identified herein, and includes the RFQ, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments.

Revision – A response to a BAFO request or a requested clarification of the Bidder's quotation.

Security Incident – means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Contractor believes could reasonably result in the use, disclosure, or access or theft of State's unencrypted Personal Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Breach of Security.

Shall – Denotes that which is a mandatory requirement.

Should – Denotes that which is permissible or recommended, not mandatory.

State – The State of New Jersey.

State Confidential Information - shall consist of State Data and State Intellectual Property supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);

State Intellectual Property – Any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.

Subcontractor – An entity having an arrangement with a Contractor, whereby the Contractor uses the products and/or services of that entity to fulfill some of its obligations under its State Contract, while retaining full responsibility for the performance of all Contractor's obligations under the Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Contractor.

Subtasks – Detailed activities that comprise the actual performance of a task.

Task – A discrete unit of work to be performed.

Unit Cost or Unit Price – All-inclusive, firm fixed price charged by the Bidder for a single unit identified on a price line.

Vendor – Either the Bidder or the Contractor.