

## **Request For Quotation**

- For: Conference Facility Rental, Judiciary Criminal
- **Event:** Division Education Conference
- Date: Preferred May 7-8, 2025 (Set-up May 6, 2025)

<mark>Secondary - May 6-7, 2025 (Set-up May 5, 2025)</mark>

RFQ No.: DPAC-25-03A

	Date	Time
Due Date for Questions	March 17, 2025	11:00 am
Submission Date	March 21, 2025	11:00 am

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.

**<u>RFO Issued By:</u>** New Jersey Judiciary Administrative Office of the Courts Purchase and Property Unit <u>AOCCONF.MBX@njcourts.gov</u>

Update: March 13, 2025

## **1.0 INTRODUCTION AND SUMMARY OF THE REQUEST FOR QUOTATIONS**

This Request for Quotation (RFQ) is issued by the NJ Judiciary, Administrative Office of the Courts (AOC), Financial Services Division, Purchase and Property Unit, hereafter referred to as the AOC, on behalf but not limited to JUDICIAL EDUCATION. The AOC 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, INTENT AND BACKGROUND**

The purpose of this RFQ is to solicit and award a sole responsive Bidder for conference facility rental and related services in New Jersey for the Criminal Division Education Conference for up to 250 attendees. The preferred event date is MAY 7-8, 2025 (SET-UP MAY 6, 2025). If unavailable, a secondary date of MAY 6-7, 2025 (SET-UP MAY 5, 2025) may be considered.

Set up is required the day before the scheduled event per section 4.1 CONFERENCE, ROOM & BANQUET RENTALS.

It is the intent of the New Jersey Judiciary to award a Contract to the responsible Bidder whose quotation, conforming to this RFQ, is most advantageous to the Judiciary, price and other factors considered. The Judiciary may award any or all price lines. 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 NJ 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 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) Purchase order, (2) the final RFQ, (3) State of New Jersey Standard Terms and Conditions, and (4) the BAFO 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, listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder's quotation and 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 Condition. 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 section **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 <u>AOCCONF.MBX@njcourts.gov</u>. The cut-off date for electronic questions and inquiries relating 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.

#### 2.2 BID AMENDMENTS

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision shall be released 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 must be received by the Judiciary via email to <u>AOCCONF.MBX@njcourts.gov</u> by the required date and time indicated on the RFQ cover sheet. If the submission date deadline has been revised, the new submission date 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:

#### RFQ DPAC-25-03A INSERT COMPANY NAME

#### **3.1.2 ELECTRONIC SIGNATURES**

Bidders must 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 Bidderproposed 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 following manner:

- **Bidder Additional Terms if applicable** (Section 3.3)
- NJ Start Registration (Section 3.5)
- Forms, Registrations, and Certifications (Section 3.6 Section 3.6.11)
- **Technical Quotation** (Section 3.7)
- Judiciary Price Sheet (Attachment 1) (Section 3.8)
- Conference Checklist and Questionnaire (Attachment 2) (Section 3.9)

# 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 <u>www.njstart.gov</u>. 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 <u>NJ Division of Purchase and Property (state.nj.us)</u> for additional guidance and helpful videos. If you have questions or need additional assistance, please email <u>njstart@treas.nj.gov</u>.

## 3.6 FORMS, REGISTRATIONS AND CERTIFICATIONS

A Bidder must complete and submit the required forms via email to

<u>AOCCONF.MBX@njcourts.gov</u> and upload them to their NJSTART Bidder profile, preferably with their bid submission. If the forms are not submitted within the specified time frame (preferably with the bid or within five (5) days after the bid due date), the bidder may be considered non-responsive. The signed forms must be dated within five (5) months of the bid submission date; previously signed forms are acceptable if within that period.

- 3.6.1 STANDARD TERMS AND CONDITIONS
- 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 MACBRIDE PRINCIPLES FORM
- 3.6.6 SOURCE DISCLOSURE
- 3.6.7 <u>CERTIFICATON REGARDING PROHIBITED ACTIVITIES WITH RUSSIA OR</u> <u>BELARUS</u>
- 3.6.8 SUBCONTRACTOR UTILIZATION PLAN, if Applicable
- 3.6.9 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)
  - b. Copy of BRC: <u>N.J. Department of Treasury Division of Revenue, On-Line Inquiry</u> (state.nj.us)

## **3.6.10 AFFIRMATIVE ACTION (AA/EEO)**

The Contractor must 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

https://www.state.nj.us/treasury/contract\_compliance/index.shtml.

Register online <u>HERE</u>. 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 less than 50 employees or three years for businesses with more than 50 employees.

## 3.6.11 INSURANCE REQUIREMENTS

The Bidder shall provide a copy of the Acord Form according to the State of New Jersey Standard Terms and Conditions, section 4.2 Insurance. The Certificate Holder must state "State of New Jersey" on the Acord form. Those who do not have an Acord Form, must provide proof of insurance according to the State of New Jersey Standard Terms and Conditions.

## 3.7 TECHNICAL QUOTATION

The Bidder should describe its approach and plans for accomplishing the work outlined in section **4.0 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. Include the following with your technical quotation:

- a. Meeting space capacity chart
- b. Standard menu offerings
- c. Standard AV pricelist
- d. Specify if AV provider is located in-house.
- e. Specify guarantee time for set up.
- f. Parking space- confirm number of on-site self-parking and number of valet parking if available.
- g. Number of lodging rooms available for attendees.
- h. Number of bathroom stalls available in meeting space.
- i. Specify if your facility provides coatracks or coatroom service.
- j. Turnaround time per section **4.1 CONFERENCE**, **ROOM & BANQUET RENTALS**, if applicable
- k. Lodging standard and late check-out times per section **4.5.2 LODGING CHECK-OUT**

## 3.7.1 GROUND TRANSPORTATION

The Judiciary may require ground transportation for presenters traveling from surrounding airports. The Bidder should provide information explaining if and how this service is provided by their facility.

## 3.7.2 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, evidencing 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

Each Bidder is required to hold its prices firm through issuance of Contract. The Bidder must submit its pricing using the format set forth in the Judiciary's supplied Judiciary Price Sheet (Attachment 1) to this RFQ.

Bidders shall 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 a 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.

All line items and totals should be completed in full on submitted price sheet.

#### 3.8.1 MEETING ROOM DESIGNATIONS

Each Bidder should provide proposed meeting room names and capacities on the price sheet in Hotel Notes taking into account audiovisual requirements as described in section **4.3.1** AV **STANDARD REQUIREMENTS**.

#### 3.8.2 NEW JERSEY JUDICIARY TAX EXEMPTIONS

Per the below forms on the New Jersey Taxation website, the New Jersey Judiciary is exempt from all taxes and Bidders are not to include any state, occupancy or municipal taxes of any form.

If Bidder needs tax exempt letter, this shall be provided upon request.

For more information:

<u>State of NJ - Department of the Treasury - State Occupancy Fee</u> <u>State of NJ - Department of the Treasury - Municipal Occupancy Tax</u>

## **3.9 CONFERENCE CHECKLIST AND QUESTIONNAIRE (ATTACHMENT 2)**

Each Bidder should complete the Conference Checklist and Questionnaire (Attachment 2) in its entirety. This document serves as a guide to assist potential Bidders in their quotation submission. The information requested in the Conference Checklist and Questionnaire (Attachment 2) is essential for addressing specific requirements to various sections of this RFQ and provide necessary details as outlined in section **3.7 TECHNICAL QUOTATION**.

## 4.0 SCOPE OF WORK

The categories of services encompassed by this Scope of Work is conference room or facility rentals (which may include food service); banquet room rental (which includes food service), and short-term rental of lodging rooms. While some events may require single-purpose use of a facility – i.e., facility rental solely for a conference, services may be combined for a single event when necessary.

## 4.1 CONFERENCE, ROOM & BANQUET RENTALS

The Judiciary prefers to use all available meeting space within the venue; however, the Judiciary may consider the use of an isolated space within the venue depending on the size and layout and event specific requirements.

The Bidder must ensure the proposed meeting space area will be used exclusively by the Judiciary and will not be shared with any other organization or group. Bidder should specify location and meeting room name for each space listed on the price sheet.

If the bidder is not providing all the meeting space to the Judiciary, the bidder must agree to abide by the following:

- a) Specify if another organization or group is already booked in a separate space within the venue and disclose the groups' name and industry.
- b) In the event the available space is not booked during the RFQ process, and later another organization or group wants to book the unoccupied space, the contractor will notify the event organizer of the potential organizations' or groups' name and industry. The event organizer will work with the contractor on a resolution to isolate the required space for the event.

The Judiciary's preference is to have the General Session meeting space separate from the Banquet room, however, the Judiciary shall consider one space for both General Sessions and Banquet room. If Bidder proposes one space for General Session and Banquet room, Bidder should provide the turnaround time for clean up after meals as part of section **3.7 Technical Quotation**.

The Judiciary requires emergent duty rooms for the duration of the event per price sheet. If meeting space for this requirement is not available, the Judiciary shall accept converted guest rooms for this purpose.

Event space is required the day before the scheduled event preferably no later than 7:00 pm. Space is to be arranged per the final layouts as agreed upon with Judiciary event organizers which allows the Judiciary to prepare for the upcoming event including, but not limited to, audiovisual (AV) equipment set-up and testing. Technical support should be available during this time. If our preferred time for set-up is not available, the Judiciary, at the sole discretion of the event organizer, may work with the venue to accommodate mutual needs at no additional cost to the Judiciary.

#### 4.1.1 ITEMS AND SERVICES

The Contractor shall provide all items and services to fulfill the Judiciary's needs including, but not limited to, the following:

- a. Room setup.
- b. Room sanitization including sanitizing stations throughout the venue.
- c. Continuous cleaning of restrooms.
- d. All required furniture, including tables, chairs, podium, lectern, power cords, dais etc.
- e. Tablecloths, napkins, plates, cutlery, cups, glasses, table skirts are required.
- f. Any additional accessories required by the event-specific Scope of Work and Judiciary Price Sheet(Attachment 1).
- g. All water bottles must be individual.

For scheduling reference, see Draft Agenda (Attachment 3). This schedule is subject to change and is considered a draft only.

#### 4.1.2 ADDITIONAL SERVICES

During the event, due to unforeseen circumstances, the Judiciary may require additional services not accounted for on the original purchase order. These services include, but are not limited to meeting rooms, banquet needs, lodging, AV, etc. These additional charges must be approved by the Event Organizers. Cost for these services must be in line with the submitted bid proposal. An itemized invoice from the venue shall be required with all charges and submitted to the Event Organizer. The Judiciary shall provide a supplemental purchase order after the event for these charges.

#### 4.2 GENERAL FOOD REQUIREMENTS

Food requirements are contingent upon the needs of the Judiciary as listed below and broken down on the Judiciary Price Sheet (Attachment 1). The Contractor shall provide alternative meal options that accommodate food allergies, vegetarians, vegans, and religious restrictions. All food, including alternative meal options deemed necessary by event organizers such as but not limited to Halal and Kosher, must be provided by the Contractor on the day of the event. The Judiciary will not source meals from alternate vendors for these needs and meals must be provided through the awarded Contractor.

Any food served shall be of excellent to superior quality, and an adequate number of staff shall be available to provide food services professionally and courteously. The Contractor must work with Judiciary event organizers to customize the daily menu offerings and modes of food service based on need or preferences. Five (5) business days prior to the event, the Judiciary should confirm with the Contractor the number of meals to be prepared, and payment shall not exceed that number of confirmations.

Event organizers shall meet with Banquet Manager and any additional relevant staff (e.g. event planning staff and the Chef, if applicable) to select menu items for meals and snacks. See Sample Menu (Attachment 4) for menu and food standards. The Bidder should provide their standard menu offerings as part of section **3.7 TECHNICAL QUOTATION**.

## Pricing on price sheet should reflect that of a custom menu similar to that of the Sample Menu (Attachment 4).

The following meal types are required for this specific event; bottled water is required with all meals and snacks. All menus come with freshly brewed regular & decaffeinated coffee, assorted teas, and bottled water.

- a. Breakfast: Continental/Hot Buffet
- b. Lunch: Hot Buffet
  - i. Minimum of the following
    - 1. (3) entrees including (1) poultry, (1) red meat and (1) fish
    - 2. (1) salad
    - 3. (1) hot soup
    - 4. (2) sides (including (1) vegetarian)
    - 5. Dessert(s)
- c. Afternoon Breaks: Snacks
- d. All day beverages: Hot and Cold Beverages

On day(s) of event, Contractor must clearly label all food including notifications of any allergens (nuts, dairy, shellfish, etc...).

#### 4.3 RENTAL OF EQUIPMENT/TECHNOLOGY FOR CONFERENCE USE

The Contractor shall provide state of the art, reliable and secure audiovisual, teleconferencing equipment. The Judiciary reserves the right to change audiovisual, teleconferencing, equipment needs prior to event.

The Bidder shall quote each line item on price sheet, which is all-inclusive equipment rental fees, staff technical support, and any associated costs, cables or materials and offer any quantity discounts of rental equipment in the Bidder notes field. The audiovisual teleconferencing equipment needs are approximated until the presenters for the event are secured.

The Contractor shall provide wireless internet access to all attendees for use in the general session room and each break-out room as needed throughout the event space. Wi-Fi is required for all conference attendees.

In addition to pricing on Judiciary Price Sheet (Attachment 1), the Bidder should provide the AV pricelist from their onsite AV provider as part of section **3.7 TECHNICAL QUOTATION**.

## 4.3.1 AV STANDARD REQUIREMENTS

The Contractor shall provide all AV and production items and services to fulfill Judiciary's needs. The Judiciary shall provide their own laptops and sound recording system for the general session room and breakout room(s). The Judiciary shall also provide their LCD projectors for breakout room(s) only. Bidder should provide the detailed AV quotation specifying items required to meet our needs per our Scope of Work.

- 1. General Session Room- requires stage, LCD projector(s), projector screen(s), wireless mic(s), lavaliere(s), mixing board, lap sound, podium & head table, connection wires, and power to accommodate approximately one to four presenters.
  - a. The Judiciary shall require an Audio and Video technician in the General Session Room to run the program.
  - b. Standard house lighting is adequate, stage lighting is not required.
- 2. Breakout room(s)- requires projector screen, wireless mic(s), lavaliere(s), mixing board, lap sound, podium & head table, connection wires, and power to accommodate approximately one-four presenters in each meeting space.
  - a. A general floating technician is not required to assist with presenters in the breakout rooms. The Judiciary shall have their own staff.
  - b. Breakout rooms require microphone(s), the Judiciary shall sound record the sessions.

#### 4.3.2 AV EQUIPMENT

The Contractor shall provide all items and services to fulfill Judiciary's needs. A sample of AV needs includes, but is not limited to, the following.

- a. 5000 ANSI Lumen projector(s) for general session.
- b. Projection screens for general session.
- c. All rooms should include the necessary pipe and drape.
- d. Projector screens for break out rooms.
- e. Laptop PC with Microsoft Windows Office for general session room.
- f. Audio feed for camera in general session.
- g. Audio jack for iPad/iPod connected to sound system in general session.
- h. Wireless lavalieres.
- i. Handheld microphones.
- j. Wired microphones.
- k. Standing or tabletop Lectern's with microphones.

- 1. Cable, connectors, power strips and extension cord essential to operate all AV equipment in each meeting space and registration area.
- m. Amplifiers for inhouse sound if available if sound is required for meeting space.
- n. Mixing board with 12, 8, or 4 channels.
- o. Flat screen monitors 60in or larger.
- p. Video switching unit 4 or more channels plus camera input.
- q. Separate facility wide 10MBs connection with a secure dedicated SSID for QR code.
- r. Three internet meeting room Wi-Fi boosted to 10MBS.
- s. Wireless Internet for all Attendees
- t. Speakers in all rooms.
- u. Video Splitter for General Session and in breakout rooms where two projector screens are needed.
- v. HDMI Cable at the Podium in general room for laptop and in breakout rooms where needed based on presenter requests (depending on distance between projector and location presentation laptop).

## 4.4 PARKING

The Contractor shall make available adequate, convenient, and secure self-parking spaces for event attendees and overnight guests per itemized price sheet.

## 4.5 LODGING/HOTEL ROOM RENTALS

The Judiciary may require lodging as stated on the event-specific details.

The Contractor shall provide overnight lodging accommodations,

- a) Single-occupancy rooms shall include at least one (1) full-size bed or larger;
- b) Double-occupancy rooms shall include at least two (2) full-size beds or larger.

Accommodations shall include, but not be limited to, the following:

- c) One (1) desk, one (1) sitting chairs, a color television, telephone, private bath, and
- d) climate control;
- e) Full daily maid service;
- f) A convenient message center;
- g) Wireless in-room Internet, at no charge to the guest; and
- h) Wake-up call services, at no charge to the guest.

## 4.5.1 LODGING LIST CONFIRMATION (MASTER AND SELF PAY)

The event organizer shall provide the Contractor with a lodging list that includes both Master Bill and Self Pay accommodations. The Master Bill shall cover the cost of certain guest rooms, while other rooms shall be paid for by individual attendees using personal credit cards (Self Pay). The lodging list shall clearly specify which rooms are covered under each payment method. In either case, the Contractor must honor the rate charged to the Judiciary and shall not increase it. The Contractor shall not charge the Judiciary for any incidental fees incurred by guests In either master or self-pay rooms, including but not limited to phone charges, movie rentals, room service, TV charges, or property damage. Payment for incidental fees is the sole responsibility of the individual guest(s) assigned to the room, who shall be billed separately for these charges.

The Contractor shall provide **daily** lodging list of arrivals and departures to event organizers.

The event organizers shall provide the Contractor with a preliminary lodging list five (5) business days prior to the event and a final list no later than two (2) business days before the event. The Judiciary shall confirm the final room count, and payment shall not exceed the confirmed number. Payment shall be made for the actual number of rooms used or the confirmed number two (2) days prior to the event.

The number of lodging rooms shall be confirmed in advance as stated above; however, guest names may change, including on the day of check-in and throughout the event dates.

Attrition costs shall not apply to any rooms that are not utilized by the Judiciary, as specified in the final confirmed lodging accommodations.

## 4.5.2 LODGING CHECK-OUT

The Bidder should provide the venue's standard check-out time, late check-out time and any additional cost, if any, associated with late check-out on the Conference Checklist & Questionnaire (Attachment 2) as part of section **3.7 TECHNICAL QUOTATION**.

The Judiciary may require late check-outs for Judiciary staff working the event as specified on the price sheet. Late check-outs must be approved by the Judiciary Project Manager and shall be stated on the final lodging list.

The Contractor may provide late check-outs at no cost to the Judiciary. The Bidder should provide the latest check-out time allowable with no charge. In the event the late check-out exceeds the allowable late check-out time, the Bidder may provide the price and specify the time limits.

## 4.6 INCLUDED SERVICES

The following services shall be offered by the Contractor at no cost to the Judiciary:

- a) Conference Scheduling
- b) Coordination Services
- c) Copy/Fascimile Machine Services
- d) Reception Assistance
- e) Baggage Handling/Storage
- f) Wireless Internet Access

## 4.7 SAFETY AND SECURITY

The Contractor shall not post, advertise or in any other way indicate to anyone other than hotel staff that this program is being conducted, the nature of this program, the identity of the attendees including their title, and in no way publicize this program is being held at the facility.

A Security Plan must be in place that accounts for the protection and safety of guests, the physical facility, and/or infrastructure.

## 4.7.1 SECURITY SERVICES AND EMPLOYEE LIST

Security Services by the New Jersey State Police is required for this event. The Contractor shall work with New Jersey State Police to ensure that the premises and surrounding parking area are secure and respond to all requests regarding security. New Jersey State Police, uniformed and plain clothed, shall be onsite for the duration of the event.

The New Jersey State Police shall be granted access to employee lists, etc. per their requests. The employee lists including first name, last name, and date of birth, must be provided to the New Jersey State Police one week prior to the program. The New Jersey State Police shall be granted access to park marked/unmarked vehicles in the front parking/valet vestibule of the Contractor.

## 4.7.2 ADDITIONAL SAFETY REQUIREMENTS

The Contractor must comply with the safety protocols in accordance with CDC and Occupational Safety and Health Administration (OSHA) guidance and any NJ state or local requirements.

It should include but shall not be limited to:

- Multiple hand sanitizing stations at acceptable spacing throughout conference and dining spaces.
- Frequent clean up and sanitization of communal spaces such as coffee stations and meeting rooms during session breaks.

## 4.8 CONTRACTOR FACILITY REQUIREMENTS

The following requirements shall apply to all Contractor facilities:

a) The Contractor shall have available on site, at all times, staff experienced in performing CPR, the Heimlich Maneuver, and basic first-aid services.

b) The Contractor shall make available adequate, convenient and secure parking for event attendees and overnight guests.

c) The Contractor shall provide all items and services to fulfill the Judiciary's needs including, but not limited to, the following:

- Room setup;
- All required furniture, including tables, chairs, podium, lectern, dais etc.
- Tablecloths, napkins, plates, cutlery;

- Table skirts; and
- Any additional accessories required by the event-specific Scope of Work.

## 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 AMENDMENTS**

Any changes or modifications to the terms of the contract, scope of work or any unforeseen event specific details shall be valid only when they have been approved in writing by the Judiciary Project Manager and, if necessitating an increase of cost via Change Order, by the Judiciary Contract Manager.

## 5.2 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

This Scope of Work is devised based on the previous COVID-19 pandemic and if another pandemic would occur or resurface again. As indicated by the New Jersey Department of Health (NJ DOH) and the Centers for Disease Control and Prevention (CDC), appropriate public health precautions remain important to protect the well-being of judges, Judiciary staff and guests who shall attend this event. Such precautions are especially imperative in indoor locations where groups of individuals gather for business purposes. The stipulations contained herein, as defined by the Judiciary, shall continue to be guided by the Judiciary's continuing review of policies and public health protocols and recommendations to ensure conformity with public health needs. Considering the fluid nature of the previous pandemic, note that event organizers may need to adjust this event including but not limited to adjustments for in person attendees, virtual event dimensions, and lodging and food needs should such be deemed necessary as directed and informed by the NJ DOH, the CDC, or any other state entity or authority.

## 5.3 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* Vendor Profile. Please refer to the QRG entitled "Vendor Profile Management – Company Information and User Access" for instructions.

## 6.0 QUOTATION EVALUATION AND AWARD

The Judiciary shall select a Contractor based on the following criteria:

- a. Overall cost of room rental, equipment, and/or meals.
- b. Quality of venue, accommodations, facilities, and proposed meals.
- c. Facility's location and accessibility to attendees, availability, and ease of adequate parking.
- d. Special requirements of the agency, including but not limited to meeting the specific safety and security needs of the Judiciary.

## 6.1 FACILITY EVALUATION CRITERIA

The following criteria shall be reviewed:

- a. Personnel: The training and capability of the Contractor's personnel assigned to the Contract.
- b. Experience of firm: The Contractor's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFQ.
- c. Ability of firm to complete the Scope of Work based on its response: Evidence that the Bidder understands the requirements of the Scope of Work and can mobilize to successfully perform the contract.

## 6.2 CLARIFICATION OF QUOTATION

After the quotation opening date, unless requested by the Judiciary 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 statements contained within the submitted quotation.

A Bidder may be required to give an oral presentation to the Evaluation Committee concerning its quotation. The Evaluation Committee may also require a Bidder to submit written responses to questions regarding 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 JUDICIARY'S RIGHT TO CHECK REFERENCES

The Judiciary may also consult with clients of the Bidder during the evaluation of quotations. Such consultation is intended to assist the Judiciary in making a Contract award that is most advantageous to the Judiciary.

## 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 shall be resolved in favor of the correct 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 reserves the right to negotiate and/or pursue lower rates for any conference, banquet, or venue.

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

Contract award shall be made with reasonable promptness by written notice to that responsible Bidder, whose quotation, conforming to this RFQ, is(are) most advantageous to the Judiciary, price, and other factors considered. The Judiciary Contract Manager shall issue a purchase order to Awarded Contractor prior to event.

The Judiciary shall communicate the award status to all Bidders who submitted a quotation for this specific event.

#### 6.8 FINALIZATION OF DETAILS

The Awarded Contractor shall contact the Judiciary event organizer after the contract is executed in the form of a purchase order. The Contractor must meet with the Judiciary event organizers to finalize details of the event, including but not limited to AV needs, menu finalization, and banquet details which, at the sole discretion of the Judiciary, may include tastings. The Judiciary reserves the right to modify event specifications in consultation with

awarded Contractor to suit changing event requirements as the event date approaches. Reference section **5.1 AMENDMENTS** for any changes.

#### 6.8.1 EVENT MILESTONE DUE DATES

- Lodging
  - April 29, 2025 Preliminary Lodging List
  - May 2, 2025 Final Lodging List
- Banquet
  - April 30, 2025 Final Banquet Head Count

#### 7.0 GLOSSARY

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-toportal 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 Procurement Bureau after quotation opening, with or without prior discussion or negotiation.

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

**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 Fee Schedule, Attachments, and Bid Amendments. **Bid Opening Date** – The date quotations shall be opened for evaluation and closed to further quotation submissions.

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

**BRC** – Business Registration Certificate.

**Breakout Room** – secondary conference room used for smaller group meetings to be used concurrent with general assembly room.

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

**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 Unit.

**Chief** – Chief of the Judiciary, Purchase and Property Unit

**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.

Customer – The Judiciary end user.

**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.

**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.

**Event Organizers** – Denotes the staff with the New Jersey Judiciary responsible for putting this event together.

Fee Schedule – The bidding document created by the Judiciary and attached to this RFQ on which the Bidder submits its quotation pricing.

**Firm Fixed Price** – A price that is allinclusive 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.

**General Assembly Room** – main conference room or area that shall adequately fit requested number of attendees and agreed-upon accommodations.

**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.

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

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

**NJSTART** – The New Jersey Department of the Treasury, Procurement Bureau's eProcurement System. **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 Vendors 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 shall 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 Provider 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 Provider. A Security Incident may or may not turn into a Breach of Security.

**Security Plan** - A specific plan submitted with the Vendor's proposal in response to the Judiciary's event-specific Scope of Work that accounts for the protection and safety of guests, the physical facility, and/or infrastructure.

**Services** – Includes, without limitation (i) Information Technology (IT) professional services, (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training, and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.

**Shall** – Denotes that which is a mandatory requirement.

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

**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).

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

**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.

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.