

Request For Quotation RFQ WAIVE-CONF-2628

For: Conference Facility Rental and Related Services, Judiciary

	Date	Time
Bidder Electronic Questions Due Date	06/24/2025	11:00 AM
Optional Pre-Quote Conference * See Section 2.1 for invite request instructions.	06/16/2025	2:00 PM
Mandatory/Optional Site Visit	N/A	N/A
Submission Date	08/18/2025	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.

RFQ Issued By:

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

Updated: August 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. The Judiciary Purchase and Property Unit is the sole point of contact for the purpose of this RFQ.

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

1.1 PURPOSE AND INTENT

The purpose of this RFQ is to solicit and award multiple responsive Bidder(s) for conference facility rental and related services to accommodate Judiciary events. The events shall be conducted throughout the year and may require, but not be limited to: meeting space rental, lodging, meals, and audio-visual services.

The awarded Contractors shall be eligible to participate in the Engagement (Mini-Bid) Process, as detailed in Section **4.8 ENGAGEMENT (MINI-BID) PROCESS**, throughout the duration of this contract.

It is the intent of the New Jersey Judiciary to award responsive Bidder(s) whose quotation, conforming to this RFQ, is most advantageous to the Judiciary, price and other factors considered. The Judiciary, however, reserves the right to separately procure requirements that are the subject during the Contract term, when deemed necessary and 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

Historically, the Judiciary has conducted between 20 to 30 in-person conferences yearly located throughout the state of New Jersey. A majority of the events are conducted in Spring and Fall of every calendar year; however, it is not limited to those seasons. These events accommodated from 30 and up to 700 attendees ranging from one to four-day events.

Conference space and services were previously procured through state contract T0364 Conference Banquet and Hotel Rental which expired April 30, 2024.

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 the (3) full bid submission per Section **3.4 BID QUOTATION CONTENT** of this RFQ. 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 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 PRE-QUOTE CONFERENCE (Optional)

A pre-quote conference will be held via Microsoft Teams at the date and time listed on the cover page of this RFQ. This session is intended solely to address procedural questions related to this solicitation, including bid submission requirements. No technical or pricing questions will be addressed.

To receive a meeting invitation, interested bidders should send an email request to AOCCONF.MBX@njcourts.gov no later than 10:00 AM on June 16, 2025.

Attendance is not mandatory but is strongly encouraged for bidders seeking clarification on submission procedures.

2.2 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.

2.3 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 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 correspondence should have the following in the Subject Line:

RFQ WAIVE-CONF-2628 INSERT BIDDER'S NAME

3.1.1 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 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 following manner:

- Conference Checklist (Attachment 2) (per Section 3.7.2)
- Conference Questionnaire (Attachment 3) (per Section 3.7.3)
- Conference Price Sheet Sample (Attachment 4) (per Section 3.8)
- **Technical Quotation** (per Section 3.7)
 - Meeting Space Capacity Chart, Property Map, Standard Menu Offerings, Standard AV Pricelist
- Forms and Certifications (per Section 3.6)
- 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) for additional guidance and helpful videos. If you have questions or need additional assistance, please email njstart@treas.nj.gov.

3.6 FORMS AND CERTIFICATIONS

A Bidder is required to complete and submit the following forms with quotation through email to <u>AOCCONF.MBX@njcourts.gov</u> and should upload them into their NJSTART Vendor profile.

The forms are also referenced on the Waiver and DPA Contract Checklist (Attachment 1).

- 3.6.1 UPDATED STANDARD TERMS AND CONDITIONS (ATTACHMENT 6)
- **3.6.2** OWNERSHIP DISCLOSURE FORM

- 3.6.3 <u>DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING</u>
 BIDDER FORM
- 3.6.4 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
- 3.6.5 TWO-YEAR CHAPTER 51/EXECUTIVE ORDER 333 VENDOR

 CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS FOR

 NON-FAIR AND OPEN CONTRACTS

Please note: The above link will take you to the NJ Treasury Division of Purchase and Property Forms page. This form is located at same titled link on the left side under "Vendor Forms Required For Contract Award".

Take note of and follow prompts regarding downloading the file to your computer, closing the browser and opening the downloaded file with the Adobe Acrobat application as file will not open directly into browser.

3.6.6 <u>CHAPTER 271 VENDOR CERTIFICATION AND POLITICAL DISCLOSURE</u> FORM

- 3.6.7 MACBRIDE PRINCIPLES FORM
- 3.6.8 SOURCE DISCLOSURE
- 3.6.9 <u>CERTIFICATON REGARDING PROHIBITED ACTIVITIES WITH RUSSIA</u>
 OR BELARUS
- 3.6.10 SUBCONTRACTOR UTILIZATION PLAN, if Applicable

3.6.11 NEW JERSEY 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 (niportal.com)
- b. Copy of BRC: N.J. Department of Treasury Division of Revenue, On-Line Inquiry (state.nj.us)

3.6.12 AFFIRMATIVE ACTION (AA/EEO CERTIFICATE)

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 New Jersey Department of the Treasury Contract Compliance.

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.*

3.6.13 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 5.6 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.

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, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFQ.

3.7.2 CONFERENCE CHECKLIST (ATTACHMENT 2)

The Bidder shall utilize the **Conference Checklist (Attachment 2)** to ensure they are providing a complete quote submission. This document serves as a guideline to assist potential Bidders in ensuring their submission includes all the documentation requested throughout this RFQ as requested by the Judiciary. This checklist should be reviewed carefully prior to final submission to ensure everything is included.

Inclusive of documentation as requested in other sections of this RFQ, the checklist also notes the recommended inclusion of Meeting Capacity Charts and Property Maps to illustrate and define the space's functionality and layout, Standard Menu Offerings to show quality of food venue customarily offers and Standard AV Pricelist to inform the Evaluation Committee of the capabilities of the In-House AV Provider.

3.7.3 CONFERENCE QUESTIONNAIRE (ATTACHMENT 3)

Each Bidder shall complete the **Conference Questionnaire** (Attachment 3) in its entirety. This document requests additional information that may not be included in response on other documentation requested as part of the 3.4 BID QUOTATION CONTENT. The questionnaire shall be used by the Evaluation Committee to assist in providing a complete picture of the capabilities of the Bidder as well as the qualifications of their venue.

3.8 JUDICIARY-SUPPLIED PRICE SHEET INSTRUCTIONS

The Conference Price Sheet Sample (Attachment 4) is an example of event-specific Judiciary-Supplied Price Sheet that shall be necessary as referred to in 4.8 ENGAGEMENT (MINI-BID) PROCESS.

Bidders shall provide prices on the attached Conference Price Sheet Sample (Attachment 4) 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 are able to provide.

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 sample 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 sample 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 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 New Jersey - Department of the Treasury - State Occupancy Fee</u> State of New Jersey - Department of the Treasury - Municipal Occupancy Tax

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.

The Judiciary reserves the right to negotiate and/or pursue lower rates for any conference, banquet, or venue, as well as modify event specifications in consultation with awarded Contractor to suit event-specific requirements.

The Judiciary shall only be responsible for payment of services attributed to the agreed amount number of attendees by designated dates in the event-specific **4.8 ENGAGEMENT (MINI-BID) PROCESS** or the actual number of attendees participating in each event – whichever is greater.

4.1 CONFERENCE, ROOM & BANQUET RENTALS

Pursuant to the Judiciary's event-specific Scope of Work presented through the **4.8 ENGAGEMENT (MINI-BID) PROCESS**, the Contractor may be required to provide the following, but not limited to:

- a) One (1) or more general assembly rooms sufficiently accommodating the requested number of attendees;
- b) One (1) or more breakout rooms adequately sized and configured;
- c) Technical equipment and support;
- d) Provisions of food service;
- e) A convenient message center for attendees' use, 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. Frequent clean up and sanitization of communal spaces such as coffee stations and meeting rooms during session breaks as well as restrooms throughout the event.
- 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 any associated Judiciary-Supplied Price Sheet.
- g. All water bottles must be individual.

4.1.2 EVENT-SPECIFIC MEETING SPACE REQUIREMENTS

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 of the venue with consideration of event-specific requirements.

For the **4.8 ENGAGEMENT (MINI-BID) PROCESS** specific to each event, it shall be the sole discretion of the Judiciary to determine if the full venue is needed or an isolated space may be considered.

Bidder should ensure to follow the directions accompanying each engagement process and provide location and meeting room name for each space listed on the event-specific Judiciary-Supplied Price Sheet.

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

- a) Specify if another organization or group is already booked into 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 engagement process, and later another organization or group wants to book the unoccupied space, the Contractor shall notify the Event Organizer(s) of the potential organizations' or groups' name and industry. The Event Organizer(s) shall work with the Contractor on a resolution to isolate the required space for the event.

4.2 GENERAL FOOD REQUIREMENTS

Food requirements are contingent upon the needs of the Judiciary. The Contractor shall provide alternative meal options that accommodate food allergies, vegetarians, vegans, and religious restrictions upon request. All food, including alternative meal options deemed necessary by Event Organizer(s) such as, but not limited to, Halal and Kosher, must be provided by the Contractor on the day of the event. The Judiciary shall 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 Event Organizer(s) 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 Organizer(s) shall meet with the 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 similar to those that are represented on the **Sample Menu (Attachment 5)** included with this RFQ.

The following meal types are examples of event-specific meals; bottled water is required with all meals, breaks and snacks. Lunches and Dinners are to include a minimum of (3) entrees including (1) poultry, (1) red meat and (1) fish and (1) vegetarian side. All menus come with freshly brewed regular & decaffeinated coffee, assorted teas and bottled water.

- a. Breakfast: Continental/Hot Buffet
- b. Lunch: Hot and Cold Buffet, Boxed Lunch, including dessert.

- c. Breaks: Morning and Afternoon (Light foods and beverages)
- d. Reception: Light Refreshments and Snacks
- e. All day beverages: Hot and Cold Beverages
- f. Dinner and Receptions: Buffet

4.3 RENTAL OF EQUIPMENT/TECHNOLOGY FOR CONFERENCE

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 the event-specific Judiciary-Supplied Price Sheet, which is all-inclusive of 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.

4.3.1 AV STANDARD REQUIREMENTS

The Contractor shall provide all AV and production items and services to fulfill the Judiciary's needs. During the **4.8 ENGAGEMENT (MINI-BID) PROCESS**, Bidder should provide the detailed AV bid specifying items required to meet our needs per our scope of work.

In a typical event, the Judiciary shall provide their own laptops and sound recording system for the General Session Room and Breakout Room(s). The AV vendor shall be expected to take into account and be able to provide at least the following:

- 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.

- 3. Registration and Meeting room check in area(s) requires tables and power access for laptop plug-in as well as any other necessary equipment.
 - a. Check-in areas should always have power access available. A sample of AV needs includes, but is not limited to, the following:

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.

4.4 PARKING AND TRANSPORTATION

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

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.

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 Wireless in-room Internet, at no charge to the guest

4.5.1 LODGING LIST CONFIRMATION (MASTER AND SELF PAY)

The Event Organizer(s) 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 may 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 the Event Organizer(s).

The Event Organizer(s) 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 Contractor shall provide a confirmed lodging list with reservation confirmation numbers (1) business day 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 and late check-out time on the Conference Questionnaire (Attachment 3) 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 event-specific Judiciary-Supplied Price Sheet in the **4.8 ENGAGEMENT (MINI-BID) PROCESS**. Late check-outs must be approved by the Event Organizer(s) 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 should be offered by the Contractor at no cost to the Judiciary. If there are any associated charges, this must be noted during the **4.8 ENGAGEMENT (MINI-BID) PROCESS**.

- a) Conference Scheduling
- b) Coordination Services
- c) Copy and Facsimile Machine Services
- d) Baggage Handling/Storage

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 most events and shall be specified in the **4.8 ENGAGEMENT (MINI-BID) PROCESS**. 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.

If the bidder is unable to comply with the security requirements outlined in this section, they must clearly indicate this in their response on the **Conference Questionnaire (Attachment 3)**. While this may not disqualify the bidder from consideration for all events, it shall exclude them from any future event bids that require these security measures.

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 **New Jersey** state or local requirements.

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

4.8 ENGAGEMENT (MINI-BID) PROCESS

When requiring an event venue and its services, the Judiciary shall solicit bids with a goal of a minimum of three (3) bids from Contractors whose facilities are geographically convenient and able to accommodate all the event-specific needs. Bids must conform with the terms and conditions of this contract as well as the event-specific **4.8 ENGAGEMENT (MINI-BID) PROCESS**.

The Judiciary shall provide the Contractor with a written event-specific Scope of Work, and a separate itemized event-specific Judiciary-Supplied Price Sheet, specifying details of event including but not limited to: dates, duration and type of event, number of attendees, technical equipment requirements, meal types, security needs, and overnight lodging needs, if applicable.

The cut-off date and times for each phase of the Engagement Process shall be determined by the needs for each event and shall be included on the Mini-Bid's cover page.

The Judiciary shall attempt to provide bidding Contractors with ample time to provide all responses for each portion of the Engagement Process. If the Judiciary determines that response dates must be adjusted due to unforeseen delays, the Judiciary will issue a Bid Amendment to the Mini-Bid to reflect the revised dates and times.

The Judiciary shall select a Contractor based on, in order of precedence, the following criteria:

- a) Quality of venue, accommodations, facilities, and proposed meals;
- b) Functionality of meeting space layout;
- c) Facility's location and accessibility to attendees;

- d) Overall cost;
- e) Availability of adequate parking and ease of parking; and

The weighted averages shall be based on each specific event and shall be included within the Engagement (Mini-Bid) Process.

The Judiciary reserves the right to modify event specifications in consultation with awarded Contractor to suit the event requirements as the event date approaches.

4.8.1 ENGAGEMENT CONFERENCE PRICE SHEET SAMPLE

As stated in Section 3.8 JUDICIARY-SUPPLIED PRICE SHEET INSTRUCTIONS, the Conference Price Sheet Sample (Attachment 4) is an example of an event-specific Judiciary-Supplied Price Sheet that shall be necessary for all Bid Submissions during the Engagement (Mini-Bid) Process.

Each Bidder must complete the sample price sheet, which presents a simplified, hypothetical scenario similar to those that may occur in future events. The sample price sheets will be reviewed to ensure the Bidder can supply all listed items, understands the process, and is able to accurately and fully complete the required

4.9 STATE EXEMPTIONS

The Judiciary shall not be held responsible, nor shall they pay, for usage charges associated with recreational facilities or alcoholic beverages under this contract.

Additionally, the Judiciary shall not be required to execute any in-house or individual agreement with a facility under this contract, as all terms, conditions, and requirements set forth in this RFQ shall take precedence.

4.10 CANCELLATION POLICY

The Judiciary shall notify the Contractor in writing of cancellations within 10 business days before the event except in cases of force majeure as dictated within the New Jersey State Terms & Conditions. Any cancellations prior and up to the 10 business days threshold shall not be held against the Judiciary and there shall be no cost liability to the Judiciary for any associated costs. The Judiciary shall make all attempts to reschedule in lieu of cancellation where possible.

4.11 FACILITY COMPLIANCE ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

"Organ and Tissue Donation: As defined in section 2 of P.L. 2012, c. 4 (N.J.S.A. 52:32-33), Contractors are encouraged to notify their employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees shall be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. §1320b-8 to serve in this State."

5.0 GENERAL CONTRACT TERMS

The Contractor shall have sole responsibility for the complete effort specified in this Contract and all subsequent contracts and agreements when responding as part of the **4.8**ENGAGEMENT (MINI-BID) PROCESS. 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 3 years.

The term of this contract agreement shall begin on or about November 1, 2025, which is the anticipated date of final award, and shall continue through October 31, 2028. In the event of delays in the procurement process that alter the anticipated start date, the Contractor agrees to accept a contract with a full three-year term beginning on the actual effective date.

This Contract may be extended up to 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 pricing at the rates in effect in the last year of this Contract or rates more favorable to the Judiciary.

Events scheduled for up to six (6) months after termination of this contract may still be planned; however, the confirming purchase order must have been created prior to the contract termination date.

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 180 calendar days beyond the expiration date of this Contract, including any extensions exercised.

5.3 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Assistant Director, Finance.

5.4 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 Organizer(s) 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.

5.5 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.

5.6 SPECIAL TERMS AND CONDITIONS (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.

6.0 QUOTATION EVALUATION AND AWARD

The Judiciary shall select Contractor(s) based on the following criteria:

- a. Comprehensive response to bid requirements per Section **3.4 BID QUOTATION CONTENT**
- b. Quality of venue, accommodations, facilities, and menus.
- c. Facility's location and accessibility to attendees, availability, and ease of adequate parking.

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 the Bidders may be asked to clarify inconsistent statement 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 bids for all event-specific **4.8 ENGAGEMENT (MINI-BID) PROCESS**, 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) for each event-specific **4.8 ENGAGEMENT (MINI-BID) PROCESS**. 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 bid 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 all bidders included, whose RFQ responses and completion of all above requested forms and attachments, conveys the understanding and ability to respond to future **4.8 ENGAGEMENT (MINI-BID)**

PROCESS and to provide the resources and support to accommodate the needs of future events for some or all of the Judiciary's event needs. The Judiciary Contract Manager shall issue an email confirming inclusion in list of those bidders qualified for consideration for future events depending on each event's specific guiding criteria.

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

6.8 FINALIZATION OF DETAILS

The Awarded Contractors may be included in some or all future events dependent on each event's specific needs. All specific event details shall per this RFQ as well as any details conveyed in the subsequent **4.8 ENGAGEMENT (MINI-BID) PROCESS** including but not limited to event-specific RFQ's, Scopes of Work, Price Sheet(s), Amendments, etc.

7.0 GLOSSARY

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.

Assistant Director of Finance – Assistant Director of the Judiciary, Finance Division

Best and Final Offer or BAFO – Pricing timely submitted by a Bidder upon invitation by the Purchase and Property Unit after the Quotation Opening Date, or Bid Opening Date within the 4.8 ENAGEMENT (MINIBID) PROCESS, 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 Bid opening.

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

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.

Contract – The Contract consists of the State of New Jersey 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 document written memorializing agreement, any modifications to any of these documents approved by the State and any Attachments, Bid Amendment or other documents, supporting 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.

Engagement (Mini-Bid) Process – The process, and associated documentation, for the Judiciary to assess responses from bidding Contractors and to award specific conference events throughout the terms of this contract.

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 Organizer(s) – Denotes the staff with the New Jersey Judiciary responsible for putting this event together.

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.

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 member of the Judiciary Purchase and Property Unit responsible for the overall management and administration of the contract.

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.

Purchase and Property Unit – The unit responsible for the procurement of all goods and services for the Central Office of the New Jersey Judiciary including, but not limited to, the Supreme Courts, Appellate Courts, 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 New Jersey Standard Terms and Conditions (SSTC), Attachments, and Bid Amendments.

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 Bidder's proposal in response to a 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).

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.

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

Vendor – The awarded Bidder now known as Contractor.