

# Request For Quotation

**For:** Conference Facility Rental, Judiciary  
**Event:** JUDICIAL COLLEGE CONFERENCE 2024  
**Date:** NOVEMBER 25-27, 2024 (Set-up November 24, 2024)

	Date	Time
Due Date for Questions	Tuesday, August 20, 2024	12:00 pm, Noon
Submission Date	Friday, August 23, 2024	12:00 pm, Noon

Dates are subject to change. All times contained in the RFQ refer to Eastern Time.  
 All changes will 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](mailto:AOCCONF.MBX@njcourts.gov)

Date: August 16, 2024

## **1 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 Issuing Office, on behalf but not limited to Judicial Education. The Issuing Office 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 Judiciary is seeking to rent a conference space located in New Jersey for Judicial College Conference, 2024 for up to 750 attendees. The event date is November 25-27, 2024, with set up on November 24, 2024. This event will be in-person on November 25-26, 2024, and hybrid on November 27, 2024.

**The date of this event is firm.**

Set up is required the day before the scheduled event per Section 4.1 Conference, Rooms & 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.

### **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 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 Scope of Work requirements.

### **2.1 QUESTION AND ANSWER PERIOD**

The Judiciary will accept questions and inquiries from all potential Bidders via an email sent to [AOCCONF.MBX@njcourts.gov](mailto:AOCCONF.MBX@njcourts.gov) by **Tuesday, August 20, 2024, 12pm, Noon.**

- 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 will 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. In the event that questions are posed by Bidders, answers to such questions will be issued by Amendment. Any Amendment to this RFQ will become part of this RFQ and part of any Contract awarded as a result of this RFQ.

## **2.2 BID AMENDMENTS**

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be released by the Judiciary via Bid Amendment and will become part of this RFQ, and any contract awarded.

## **3 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 [AOCCONF.MBX@njcourts.gov](mailto:AOCCONF.MBX@njcourts.gov) by the required date and time indicated on the RFQ cover sheet. If the quotation opening deadline has been revised, the new quotation opening deadline shall be shown on the posted Bid Amendment. Quotations not received prior to the quotation opening deadline may be rejected.

Subject Line: **RFQ Company's Name: "Judicial College Conference 2024"**

#### **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 will 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 will be given after quotations are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this RFQ. The Judiciary assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a quotation in response to this RFQ or any pre-contract award costs incurred.

### **3.3 BIDDER ADDITIONAL TERMS SUBMITTED WITH THE QUOTATION**

A Bidder may submit additional terms as part of its quotation. Additional terms are Bidder-proposed terms or conditions that do not conflict with the scope of work required in this RFQ, the terms and conditions of this RFQ, or the State of New Jersey Standard Terms and Conditions. Bidder proposed terms or conditions that conflict with those contained 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 QUOTATION CONTENT**

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

- **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** (Section 3.8)
- **Conference Checklist and Questionnaire** (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 [www.njstart.gov](http://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 [NJ Division of Purchase and Property \(state.nj.us\)](http://NJ 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](mailto:njstart@treas.nj.gov).

### **3.6 FORMS, REGISTRATIONS AND CERTIFICATIONS**

A Bidder is required to complete and submit the following forms upon award of contract through email to [AOCCONF.MBX@njcourts.gov](mailto:AOCCONF.MBX@njcourts.gov) and should upload them into their NJSTART Bidder profile.

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

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 \(njportal.com\)](http://State of New Jersey Online Tax/Employer Registration (njportal.com))
- b. Copy of BRC: [N.J. Department of Treasury - Division of Revenue, On-Line Inquiry \(state.nj.us\)](http://N.J. Department of Treasury - Division of Revenue, On-Line Inquiry (state.nj.us))

#### **3.6.10 AFFIRMATIVE ACTION**

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](https://www.state.nj.us/treasury/contract_compliance/index.shtml).

Register online [HERE](#). ( [Electronic Filing Instructions](#) ) 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.* Additional information on this can be found [HERE](#).

### **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 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. 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 coatrooms or coatroom service.
- j. Turnaround time per **4.1 CONFERENCE, ROOM & BANQUET RENTALS**, if applicable

### **3.7.1 GROUND TRANSPORTATION**

The Judiciary may require ground transportation for presenters traveling from NY/NJ and 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 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 **Price Sheet (Attachment 1)** to this RFQ.

Bidders shall provide prices on the attached **Price Sheet (Attachment 1)** 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 will 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 will 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.

### **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 will be provided upon request.

For more information:

[State of NJ - Department of the Treasury - State Occupancy Fee](#)

[State of NJ - Department of the Treasury - Municipal Occupancy Tax](#)

### **3.9 CONFERENCE CHECKLIST AND QUESTIONNAIRE**

Each bidder is required to complete the **Conference Checklist and Questionnaire (Attachment 4)** 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 4)** 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 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 or hotel 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 hotel facility.

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

### **4.1 CONFERENCE, ROOM & BANQUET RENTALS**

The Judiciary will require use of all meeting spaces within the venue. The contractor must ensure that the all-meeting space will be used exclusively by the Judiciary during the event. Bidder should specify meeting room name for each required space on **Price Sheet (Attachment 1)**.

The Judiciary's preference is to have the General Session meeting space separate from the Banquet room; however, the Judiciary will consider one space for both General Session and Banquet room. If bidder proposes

one space for General Session and Banquet room, Bidder must provide the turnaround time for clean up after meals as part of their **3.7 Technical Quotation**.

The Judiciary requires emergent duty rooms for the duration of the event per **Price Sheet (Attachment 1)**. If meeting space for this requirement is not available, the Judiciary will accept converted guest rooms for this purpose.

The Judiciary requires a room that can accommodate six to ten individuals that will be used to take photographs. The contractor should provide one table, five chairs, one coat rack, and a full body mirror.

Set up is required the day before the scheduled event, preferably by 7PM. If our preferred time for set up is not available, the event organizer will work with the venue to accommodate mutual needs at no additional cost to the Judiciary.

The Judiciary will require a separate banquet room for staff meals.

#### **4.1.1 ITEMS AND SERVICES**

The contractor shall provide all items and services to fulfill 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 price sheet.
- g. All water bottles must be individual.

For scheduling reference, see **Draft Agenda (Attachment 2)**. This schedule is subject to change and is considered a draft only.

#### **4.2 GENERAL FOOD REQUIREMENTS**

Food requirements are contingent upon the needs of the Judiciary as stated on the price sheet. The contractor shall provide alternative meal options that accommodate food allergies, vegetarians, vegans, and religious restrictions. 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.

Seven (7) 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 will 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 3)** for menu and food standards. The bidder may provide their standard menu offerings as part of the **3.7 Technical Quotation**.

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
- c. Afternoon Breaks: Beverages & Snack
- d. Reception: Light Refreshments and Snacks
- e. All day beverages: Hot and Cold Beverages

#### **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 (Attachment 1)**, 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.

In addition to pricing on **Price Sheet (Attachment 1)**, the bidder should provide the AV pricelist from their onsite AV provider as part of the **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 will provide their own laptops and sound recording system for the general session room and breakout room(s). The Judiciary will also provide their LCD projectors for breakout room(s) only. Bidder must provide the detailed AV quotation specifying items required to meet our needs per our scope of work. Wi-Fi is required for all conference attendees.

1. General Session Room- requires LCD projector(s), projector screen(s), wireless mic(s), lavalier(s), mixing board, lap sound, podium, connection wires, and power to accommodate approximately four presenters.
  - a. The Judiciary will 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), lavalier(s), mixing board, lap sound, podium, connection wires, and power to accommodate approximately two to four presenters in each meeting space.
  - a. A general floating technician is not required to assist presenters. The Judiciary will have their own staff for break rooms.
  - b. Breakout rooms require microphone(s); the Judiciary will sound record their sessions.
  - c.

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

Contractor shall bill all master room rental fees, except incidental charges, pursuant to Judiciary's procedures. All responsibility for payment of incidental fees shall be incurred exclusively by the individual guest(s) assigned to the room.

Preliminary lodging list will be provided (5) days out with final lodging list no later than (2) business days prior to the event. The Judiciary shall confirm with the contractor the final number of rooms, and payment shall not exceed that number of confirmations.

The contractor shall provide overnight lodging accommodations per itemized price sheet.

- a. Single-occupancy rooms shall include at least one (1) full-size bed or larger and Wi-Fi at no additional cost.

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

#### **4.5.1 LODGING CHECK-OUT**

The bidder should provide the venue's check-out time on the Conference Check List & Questionnaire (**Attachment 4**) as part of the **3.7 Technical Quote**.

The Judiciary may require late check-outs for Judiciary staff working the event as specified on the price sheet(s). Late check-outs must be approved by the Event Organizers. 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 Machine Services
- d. Scanning Services
- e. Facsimile Machine Services
- f. Reception Assistance
- g. Baggage Handling

#### **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.

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, will be onsite for the duration of the event.

The New Jersey State Police will 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 will be granted access to park marked/unmarked vehicles in the front parking/valet vestibule of the contractor.

#### **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.

#### **4.9 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 will not be limited to:

- a. Multiple hand sanitizing stations at acceptable spacing throughout conference and dining spaces.
- b. Individual wrapped supplies such as utensils.
- c. Touchless hotel registration and check out options.
- d. Frequent clean up and sanitization of communal spaces such as coffee stations and meeting rooms during session breaks.

## **5 GENERAL CONTRACT TERMS**

The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will 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 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 will 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, will 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.

### **5.2 ELECTRONIC PAYMENTS**

With the award of this Contract, the successful Contractor(s) will 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 QUOTATION EVALUATION AND AWARD**

The Judiciary will 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 using agency.

### **6.1 FACILITY EVALUATION CRITERIA**

The following criteria will 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 will 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 will be resolved in favor of words. Discrepancies between Unit Prices and totals of Unit Prices will be resolved in favor of Unit Prices. Discrepancies in the multiplication of units of work and Unit Prices will 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 will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

### **6.6 BEST AND FINAL OFFER (BAFO)**

The Judiciary may invite one (1) Bidder or multiple Bidders to submit a Best and Final Offer (BAFO). Said invitation will establish the time for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the Judiciary will not be considered, and the Judiciary will 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 will 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 will 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 will issue a purchase order to awarded contractor prior to event.

The Judiciary will 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 may include tastings.

## 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-to-portal expenses as well as per diem expenses such as food.

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

**AOC** – Administrative Office of the Courts.

**Best and Final Offer or BAFO** – Pricing timely submitted by a Bidder upon invitation by the 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, will 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 will 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 will 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 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 will 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 will 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 will be opened for evaluation and closed to further quotation submissions.

**Request For quotation (RFQ)** – This series of documents, which establish the bidding and contract requirements and solicits quotations to meet the needs of the Judiciary as identified herein, and includes the RFQ, State of NJ Standard Terms

and Conditions (SSTC), price schedule, attachments, and Bid Amendments.

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

**Security Incident** - means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the 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 a Using Agency’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.

**Using Entity** – The New Jersey Judiciary end user who will be utilizing these services.

**Vendor** – Either the Bidder or the Contractor.



