

REQUEST FOR PROPOSAL

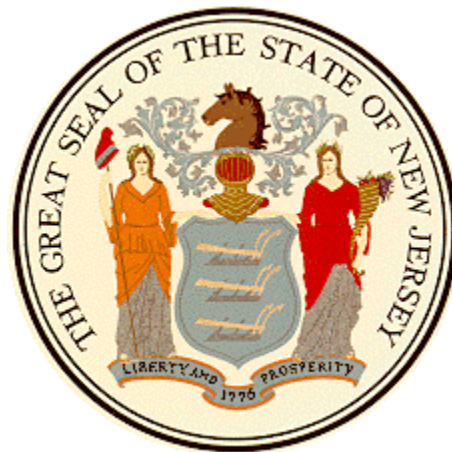
Re-Bid of T# 1787 Tourism Oriented Directional Signs New Jersey Department of Transportation

STATE OF NEW JERSEY

Honorable Philip D. Murphy, Governor
Honorable Sheila Y. Oliver, Lt. Governor

DEPARTMENT OF TRANSPORTATION

Francis K. O'Connor, Commissioner



November 12th, 2024

Important Dates

Question Cut-Off:	November 26th, 2024 @ 10:00 AM Email: dot-ems_bid.procurement@dot.nj.gov
Answers to Bid Questions:	Bidders are encouraged to monitor the NJDOT – EMS website daily for updates, changes and responses to questions through the submission due date. http://www.nj.gov/transportation/business/procurement/ems/current.shtm
Bid Opening:	December 10th, 2024 @ 10:00 AM Email: dot-ems_bid.procurement@dot.nj.gov Please identify the Project Name in the subject line of your e-mail. Quotes sent to any other e-mail address may result in the quote being rejected. The quote must be submitted in PDF format. No other format will be accepted.
Procurement Contact:	Nikki Ghorbani Email: dot-ems_bid.procurement@dot.nj.gov

1.0 Purpose

The purpose of this Request for Proposal is to solicit Quotes for the erection, maintenance, and administration of the Tourist Oriented Directional Signs (TODS) program.

This is a reprocurement of the Tourism Oriented Directional Signing (TODS) term contract presently due to expire on December 31, 2024. This is no longer a New Jersey Treasury advertised Bidding Opportunity. This is advertised through the NJDOT EMS Procurement and all questions and bids must be sent to the email dot-ems_bid.procurement@dot.nj.gov .

The intent of the TODS program is to offer directional signing to tourist oriented facilities that are not located on state highways, in order to enhance motorist safety and support tourism in the State. TOD signs are official highway signs that provide motorists with identification and directional information to eligible tourist oriented venues located off of the state highway system. Because they are official highway signs, TOD signs must conform with the Manual on Uniform Traffic Control Devices (MUTCD). TOD signing is provided by the display of individual sign panels on an Intersection Approach Sign which is located within the right of way of portions of selected state highways. The list of these highways is at <http://www.state.nj.us/transportation/business/signs/tods/routes.shtm> . This link is also provided in RFP 1.3.6 - Document Review. 6

As described more completely in the RFP, all TODS facilities must derive a major portion of their income or visitors from motorists not residing in the immediate area. Eligible TODS facilities may be commercial or non-

commercial. Restaurants, wineries, museums, antique stores and marinas are typical existing participants in the TODS program.

It is also the intent of the TODS program that it be self-supporting and produce revenue for the State of New Jersey. The successful bidder will be required to make monthly payments to the State. Bidders will be asked to indicate the percentage of the monthly gross revenue which they will pay. In addition, the successful bidder will be required to make the first of four lump sum payments of \$50,000 each within ten (10) days of award of the contract. The second, third and fourth lump sum payments of \$50,000 each will be required within ten (10) days of the second, third and fourth annual anniversary date of the award of the contract.

This is a reprourement of the services provided under the TREASURY AWARDED T1787- Tourism Oriented Directional Signing (TODS): NJDOT term Blanket P.O., presently due to expire on 12/31/2024. Vendors {Bidders} interested and are cautioned that this new Bid Solicitation {RFP} addresses current requirements and will be Advertised and Awarded By NJDOT EMS Procurement solely. This IS NOT a Treasury Bidding Opportunity through NJSTART.

1.1 Document Review

The following are publicly available documents that bidders need to review in order to prepare and submit accurate and comprehensive bid proposals:

- <http://www.state.nj.us/transportation/business/signs/tods/routes.shtm>
- <http://www.state.nj.us/transportation/eng/documents/RDM/>
- <http://mutcd.fhwa.dot.gov>
- <http://www.state.nj.us/transportation/eng/specs/2007/Division.shtml>
- <http://www.state.nj.us/transportation/eng/CADD/E/index.shtml#StandardDetailsEnglish>
- <http://www.state.nj.us/transportation/about/rules/documents/16-41DTODS.pdf>

2.0 Contract Specific Definitions

Agri-tourism - means a style of tourism that offers activities which occur on a farm and are related to the agricultural use of the farm site, including, but not limited to: on-farm sales of agricultural products directly to the consumer, such as roadside farm markets, community farm markets, pick-your own operations, you-cut Christmas trees or wineries; educational activities and tours; entertainment, such as corn mazes, hay rides, seasonal festivals, petting zoo, or haunted barns; and outdoor recreation and lodging. This definition recognizes that agriculture includes a broad range of activities including, but not limited to apiaries, aquaculture, fruits and vegetables, grain, dairy, poultry, livestock, equine activities, nurseries and greenhouses.

Amusement park - means a commercially operated enterprise that offers rides, games, and other similar forms of entertainment. The term includes theme parks and water parks.

Civic Area - means a particular public district, plaza or place which has been officially designated by the State, county or municipality such as, but not limited to, a defined main street, an historic village or neighborhood, a downtown business district, a town center, an individual park, or a Transit Village.

Commissioner - means the Commissioner of the New Jersey Department of Transportation.

Community farm market means a market that exists primarily for the direct sale of locally produced agricultural products by one or more multiple producers to the general public.

Conventional road means a multi-lane or divided State highway where direct access is provided to adjoining properties. The term excludes freeways, expressways, limited access highways, service roads to a limited access highway, interchange ramps, urban streets and any highway segment having an access classification of AL("Access Level")-1 by the State Highway Access Management Code, N.J.A.C. 16:47-1.1 et seq.

Department means the New Jersey Department of Transportation.

Golf Course means a tract of land designed for standard play, par-3 play and/or driving ranges, 13 but excluding a miniature golf course.

Gross Revenue means the contractor's receipts of all fees charged to participants in accordance with section 3.1.18 of this RFP, but excluding any receipts for Specific Service Sign Trailblazer fees charged through the LOGO program pursuant to RFP 3.1.18.4 and excluding any credits given in accordance with RFP 3.1.18.5.

Historic site means any district, site, building, structure or object designated by the United States, the State of New Jersey, the county or the municipality where the property is located as being significant in American history, architecture, archaeology, engineering or culture.

Interchange means a system of interconnecting roadways that provides for traffic movement between two or more highways that do not intersect at grade.

Intersection approach sign means the TODS sign which is erected on a conventional road for the purpose of displaying the panels that describes and identifies the participating facility and provides directional information. **Interstate highway** means a highway constructed within this State and approved by the Secretary of Transportation of the United States as an official portion of the National System of Interstate and Defense Highways pursuant to the provisions of Title 23 of the United States Code.

Limited Access Highway means a highway especially designed for through traffic over which abutters have no easement or right of light, air or direct access, by reason of the fact that their property abuts such right of way, including any highway segment classified as AL-1 by the State Highway Access Management Code, N.J.A.C. 16:47-1.1 et seq.

Manual On Uniform Traffic Control Devices or MUTCD means the manual periodically published and revised by the United States Department of Transportation, Federal Highway Administration, available from the Superintendent of Documents, U.S. Government Printing Office, 732 North Capitol Street, NW, Washington, DC 20401 or online at <http://mutcd.fhwa.dot.gov/>.

Non-Profit Organization means an organization that has received an Internal Revenue Service determination that it is tax exempt under 26 U.S.C. §501(c)(3) or a successor provision, or any organization with a similar tax exemption.

Natural attraction means a publicly or privately owned natural or naturalized place of scenic or natural importance as designated by the State or the county or municipality in which it is located. Natural attractions are facilities including, but not limited to, caves, hunting areas, fishing areas, wildlife management areas, bird watching areas, riding trails and hiking trails.

Park means a natural or naturalized area of land for the enjoyment of the public as designated by the State or the county or municipality in which it is located. As used in these regulations, the term excludes “theme park,” “amusement park,” and “athletic park”.

Public telephone means a coin or card operated telephone on site or in the immediate vicinity and which is available for public use during all business hours.

Re-fabrication and re-installation means the work expended to fabricate and install a new sign panel for an intersection approach sign where the facility has elected to change the design of the panel. Re-fabrication and installation does not mean the work expended to replace a sign panel that has been knocked-down, damaged or is replaced as part of customary maintenance.

Restaurant means a retail business which, as its primary use, prepares and sells meals, snacks or refreshments for immediate consumption. A business which, as its primary use, sells groceries or pre-packaged food items including, but not limited to, convenience stores, supermarkets or food courts, is not considered a restaurant.

Straight-ahead sign means an intersection approach sign that identifies a facility that has direct access to the conventional road on which the sign is located.

Trailblazer sign means a TOD sign which is erected on roads leading away from an intersection of a conventional road which describes the facility and provides directional information.

Transit Village means any facility so designated by the Commissioner of Transportation.

Vendor means a contractor procured by the Department to implement TODS, pursuant to N.J.S.A. 27:7-21.12(a) and (b).

Village means any such civic place so designated by the State, county or municipality in which it is located.

Water-oriented business means a facility whose primary purpose is to provide services or activities that are dependent on a body of water such as a bay, lake, ocean, or river. A water-oriented business includes, but is not limited to, the rental of watercraft such as boats, canoes, kayaks or jet-skis; the conduct of recreational activities such as tours, para-sailing, group fishing or chartered fishing; or the provision of a boating facility to the general public, such as a marina, dock or boat launch. A water-oriented business does not include a facility whose purpose is the commercial sale of goods, merchandise or equipment that can be used on water, such as the sale of clothing, boats, jet-skis, bait, or other water related items; nor does it include a boating facility that is not available for public use.

3.0 SCOPE OF WORK

3.1 CONTRACTOR'S RESPONSIBILITIES

Subject to the terms and conditions set forth in this proposal and upon written contract execution, DOT grants the exclusive right to the contractor to construct signs and to operate the PROGRAM. The term of this agreement shall be three (3) years with the option to extend for two additional one (1) year periods, and will commence on the date of the award. The agreement may, however, be terminated or extended pursuant to the terms as set forth herein, On its part, the contractor shall have the following responsibilities and duties.

There is no “buy-out” provision in the specifications. How the contractor amortizes costs over the life of the contract is a business decision the contractor must make.

3.1.2 PROMOTION OF THE PROGRAM

Throughout the duration of the Contract, the contractor shall promote the PROGRAM in a professional and businesslike manner. Promotion includes the erection and maintenance of TOD signs at all eligible interchanges/intersections along routes listed at <http://www.state.nj.us/transportation/business/signs/tods/routes.shtm> and the diligent multi-faceted and coordinated effort to increase participation in the TODS program.

3.1.3 WEBSITE

The contractor shall maintain its own web site which shall display the contractor’s contact information, explain the TODS program, provide answers to frequently asked questions, display information on fees and costs, and allow people to contact the contractor and submit applications online.

3.1.4 EQUAL ACCESS TO THE PROGRAM

The contractor must provide equal access to the Program to participating facilities and all prospective participants, except as their participation may be limited by the Qualifications For Participants (Section 3.1.14), General Requirements for Eligibility (Section 3.1.15) and General Conditions For Participation (Section 3.1.16) of the Program. No facility may discriminate or be discriminated against with regard to race, color, religion, sex or national origin.

3.1.5 APPROVALS REQUIRED PRIOR TO ENTRY INTO STATE RIGHT-OF-WAY

After award of contract and prior to the start of construction, the contractor shall submit one complete set of plans to the DOT program administrator. The plans shall include the following, but are not limited to:

- A. Existing utility locations marked on each site plan.
- B. Traffic control plans for each interchange/intersection.
- C. Placement of all signs, indicating offset from highway (GPS positioning).

Upon receipt of the plans, the program administrator will forward the information to the appropriate Regional Maintenance Engineer and to the Bureau of Traffic Engineering and Safety Programs. The Bureau of Traffic Engineering and Safety Programs (“Bureau”) will review the plans with respect to any proposed sign and its placement. The Bureau shall issue its approval via email. The contractor shall request this approval from the Project Manager.

After approval by the Bureau and no less than seventy-two (72) hours prior to its proposed entry into the ROW to erect the sign, the contractor shall notify the program administrator, the Regional Maintenance Engineer and the Department’s Traffic Operations unit. In addition, the contractor shall advise the local police department of the intended work.

All lane closures must be approved for each instance of closure by the entity that has jurisdiction over the highway. DOT reserves the responsibility to deny a lane closure where, in its engineering judgment, it is prudent or necessary to do so. Traffic control shall be in accordance with the applicable DOT Traffic Control Details. Lane closures shall not be permitted after 6:00am of the day before, during and until 8:00pm of the day after the following holidays or holiday weekend periods: [The Official Web Site for The State of New Jersey | State Holidays](#)

Within ninety (90) days of completion of the construction of all signs panels within an interchange or intersection, the contractor shall submit to the program administrator two copies of the as-built plans of the contractor's erected structures within that intersection or interchange.

3.1.6 ADVISING DOT OF SIGNIFICANT ISSUES, ACCIDENTS & EMERGENCIES

The contractor shall advise DOT of all actual and potential problems which could threaten public safety, impair the contractor's ability to carry out its contractual responsibilities, or adversely impact DOT's interests in the PROGRAM. These actual and potential problems include, but are not limited to, traffic accidents involving TODS signs; accidents involving the contractor's employees or contractors that are work-related to the TODS program; actual or threatened legal actions (whether civil, criminal or administrative) against the contractor's employees, its contractors, the DOT or the State of New Jersey. The contractor shall advise DOT of any action that it has taken or anticipates taking to resolve such problems.

Notice of problems which are of an emergent matter shall be given to the program administrator, manager or other responsible person as determined by the contractor by telephone and, subsequently, in writing.

Notice of non-emergent matters shall be given to the manager and program administrator in writing.

Any accidents or injuries, or damage to real or personal property involving the contractor or any other party or the signs during the implementation of the PROGRAM, whether vehicular, employment, or otherwise, shall be reported to DOT in sufficient detail for DOT to understand the event and to determine if an appropriate response was taken.

3.1.7 PERIODIC REPORTS TO DOT

The contractor shall furnish DOT with monthly, quarterly and annual reports as described herein. All reports shall be signed by an officer of the contractor. The contractor shall also submit such other reports as DOT may reasonably require. All reports shall be submitted to the program administrator unless otherwise stated.

The reports shall contain the information listed in sections 3.1.7.1 through 3.1.7.7 below. The contractor shall also include such other information as DOT may reasonably require.

All reports shall be based on a fiscal year which begins on July 1 and ends on the following June30. Unless otherwise agreed to, monthly and quarterly reports shall be submitted on the 10th business day of the subsequent month or quarter. Annual reports shall be submitted no later than August 1 after the close of the fiscal year. Reports shall be submitted in the form of an original paper copy which shall delivered by

regular U.S. mail or hand courier. Reports shall also be submitted on a computer disk or in electronic form as DOT shall determine.

3.1.7.1 MONTHLY PAYMENT REPORT

The purpose of the Monthly Payment Report is to show the payments due and payments made to the State.

This report shall chart each monthly payment required by RFP 3.1.11.2, the gross revenue received by the contractor in each month and in the year, the monthly payments required and paid pursuant to RFP 3.1.11.2, and the date and amount of all monthly payments to the State for the year.

3.1.7.2 MONTHLY REVENUE REPORT

The purpose of the Monthly Revenue Report is to show the contractor's monthly gross revenue from the TODS program.

The Monthly Revenue Report shall itemize all payments received for the month. Payments shall be itemized by route, crossroad, facility name, customer name, payment amount, date of invoice and date of payment. The Report shall sum all payments received to state the monthly gross revenue.

3.1.7.3 QUARTERLY REPORT OF ACTIVITY

The purpose of the Quarterly Report of Activity is to identify all changes that have occurred in the Program within the quarter, such as new contracts that have been entered, new signs that have been installed and existing contracts that have been cancelled or terminated in that quarter.

The Report shall segregate the changes according to their particular type. For example all new contracts shall be listed separately, all new installations shall be listed separately, all cancelled contracts shall be listed separately, etc. Changes for the following events shall be reported: new contracts, new installations, new cancellations, signs removed, non-renewals of contracts, temporary closures, signs covered up, applications approved, applications denied and other events that DOT may reasonably determine shall be reported.

The report shall itemize the changes by county, route, township and mile marker. For each item, the report shall indicate the crossroad, facility name (as shown on the panel), customer name, the general and specific type of facility as described in RFP 3.1.14.2 (i.e. a general site is "cultural"; the particular type is "aquarium"), the dates of contract, installation, removal, covering, uncovering, repairs made, inspections made and pertinent comments

3.1.7.4 QUARTERLY STATUS REPORT,

The purpose of the Quarterly Status Report is to document the current status of all signs in the PROGRAM. It shall be a cumulative report. That is, it shall update the report of the prior quarter such that the fourth quarterly report shall be the status of all signs at the end of the fiscal year.

The report shall show the following information about each intersection approach sign: the facility name (as shown on the panel), the customer name, customer contact information, the number of Intersection Approach Signs and trailblazer signs, the general and specific type of facility as described in RFP 3.1.14.2 (i.e.

a general site is “cultural”; the particular type is “aquarium”), the dates of contract, installation, invoice, and payment, the amount of payment, any amounts due, any credits owed by the contractor. The report shall list all signs by county, route, township and mile marker.

3.1.7.5 ANNUAL MAINTENANCE REPORT

The purpose of the annual maintenance report is to state whether inspections were completed as required by RFP 3.1.21 and whether needed repairs were completed.

The report shall state whether all signs were visually inspected quarterly to determine that they were in operation; whether all mountings and supports were inspected once during the year and determined to be satisfactory; and whether the retro-reflective properties of the signs were inspected once during the year and determined to be satisfactory. The report shall also specify which repairs, if any, have not satisfactorily been completed. If any signs were not inspected as required or if any repairs have not been satisfactorily completed, the report shall include an explanation and include a plan for completion of this work.

The contractor is required to maintain logs of inspections and repairs pursuant to RFP 3.1.21.1.

3.1.7.6 ANNUAL FINANCIAL REPORT

An annual financial report shall be submitted within 90 days of the end of the fiscal year or on such other date as may be mutually agreed upon. The report shall be based on an audit of the contractor’s receipts from all contracts with participants in the program. The report shall state the amount of gross revenue received by the contractor, the amount of payments that are due to the Department pursuant to this contract and the amount of payment made to the Department by the contractor. It shall also offer an opinion as to whether the Department received the full amount of the payment due as required by the contract. This report shall be prepared by a certified public accountant who is certified to practice in New Jersey.

3.1.7.7 TAX REPORTS:

The contractor shall provide DOT with evidence of filing federal and State Tax deposits, report filings, and other payments, on a quarterly basis, including employee income tax and Social Security tax deposits, unemployment and labor taxes.

3.1.8 CHANGE OF CONTRACTOR’S RESIDENCE

The contractor shall advise the program administrator by certified mail if it changes its residence or its place for legal service at least 15 days in advance of the change. The contractor shall notify the Program administrator two work days in advance of a change of its FAX phone number or its business phone number.

3.1.9 BOOKS AND RECORDS

As set forth herein, the contractor shall maintain for at least five years after contract expiration and make the following records available to DOT upon request: all business sign requests, agreements and evidence of each agreement and all receipts. All records must be offered to DOT by certified mail thirty (30) days before

destruction. All computerized information must be backed- up electronically. The back up files must be stored at a separate, secure, and safe location within the boundaries of the State of New Jersey. A standardized agreement shall be entered into with each business entity which joins the PROGRAM to have business sign(s) displayed. All original documents and records must be maintained safe from harm as set forth herein. No records may be destroyed if there are any legal actions pending or filed.

Receipts shall be itemized monthly, by individual business sign (an individual restaurant, or gas station), by route, direction, interchange, municipality and by county and separately by individual purchaser of business sign leases, by individual business sign and by route.

Double entry bookkeeping and journals of accounts shall be maintained. Records may be maintained on a computerized format so long as they are backed up daily and an audit trail is maintained for all receipts, transfers, and disbursements.

No cash or miscellaneous transactions or accounts shall be permitted. Itemized receipts shall be given for all money received. All payments must be by check to the Department.

3.1.10 PERMITS, LICENSES AND TAXES

The contractor shall procure all permits and licenses, pay all charges, fees, and taxes; and give all notices necessary and incidental to the operation and administration of the PROGRAM. When requested, the contractor shall furnish DOT with evidence indicating that it has complied with the permit, license and tax requirements.

3.1.11 PAYMENTS TO THE DEPARTMENT

3.1.11.1 LUMP SUM PAYMENT

Within ten (10) business days of the date of award of a contract to the contractor, the contractor shall make payment the first of four payments of Fifty Thousand Dollars (\$50,000.00). Each of the following payments of \$50,000 will be due within ten (10) business day of the second, third and fourth annual anniversaries of the date of award of the contract for a total of \$200,000 payable over the four year period. If the State has not received the payment the Department may at its option, disqualify the contractor from further participation in the PROGRAM. In the event that the Department terminates the contract for cause, this payment is not refundable for any reason. If the contract is terminated for any reason other than cause, this payment shall be refunded to the contractor on pro rata basis.

3.1.11.2 MONTHLY PAYMENT

The contractor shall make a monthly payment to the State in an amount equal to a specified percentage of the gross revenue that the contractor has received in each month. This shall be as specified by the contractor in its bid proposal to this RFP; but, in no event shall that percentage be less than twenty five percent (25%). The monthly payment shall be paid within fifteen (15) days after the end of the month.

3.1.11.3 METHOD OF MAKING PAYMENTS

All payments shall be made by wire transfer. A receipt of the transaction and payment shall be sent to the Program administrator. A receipt of that payment shall be sent to the Program administrator.

3.1.12 ANNUAL SURETY

The contractor must annually provide \$50,000 surety to the State, as described in RFP Section 5.13.4 for the first four years of the Contract. The replacement surety for the second, third and fourth years must be in place at least 30 days prior to the start of the that year of the Contract.

3.1.13 SCOPE AND PURPOSE OF THE TODS PROGRAM

The program will be implemented only on conventional roads and only on those routes and route segments which the Department has identified as available for TODS signage. A list of the routes is available at <http://www.state.nj.us/transportation/business/signs/tods/routes.shtm>.

The program will not be available on freeways, expressways, interstate highways, limited access highways, service roads to limited access highways, interchanges, or conventional roads in urban areas.

The TODS program shall comply with the standards of the Manual on Uniform Traffic Control Devices (MUTCD) and is guided by sound engineering judgment.

The TODS program shall be operated in compliance with all pertinent laws and regulations as are or may be enacted, including all amendments, interpretations or determinations of law thereto.

In constructing and installing signs and operating the PROGRAM, the contractor shall be governed by and adhere to the following programmatic and/or design documents, as they are currently existing or as they may subsequently be amended;

- Manual on Uniform Traffic Control Devices (MUTCD), in its entirety and Part II, Section I, Tourist Oriented Directional Signs in particular.
- DOT Roadway Design Manual
- DOT Standard Roadway Construction and Traffic Control Details,
- DOT Standard Specifications For Road and Bridge Construction
- DOT Proposed New Rules, N.J.A.C. 16:41D, Tourist Oriented Directional Signs
- Program (TODS), as published in the New Jersey Register

It is recommended that perspective bidders acquire the above listed documents for their review and use. Links to websites for each document are provided in RFP Section Document Review.

3.1.14 QUALIFICATIONS FOR PARTICIPANTS

3.1.14.1 QUALIFICATIONS FOR PARTICIPATING FACILITIES

Each facility shall satisfy the following qualifications in order to be eligible to participate in the TODS program:

- A facility shall have 50 percent or more of their customers live outside the immediate area or shall receive 50 percent of their annual sales from people who live outside the immediate area. For the purposes of this RFP, the immediate area is the area within 10 miles of the facility as measured from the driveway of the facility to the centerline of the nearest State highway.
- A facility shall be a place which is primarily of interest to tourists including, but not limited to, cultural sites, commercial tourism sites, recreational sites and civic areas.

3.1.14.2 TYPES OF FACILITIES THAT ARE ELIGIBLE TO PARTICIPATE

The following types of facilities are eligible to participate in the TODS program:

Cultural Sites including, but not limited to:

- a. Aquariums
- b. Arts or Crafts Centers
- c. Arboretums or Botanical Gardens
- d. Concert Halls, Amphitheaters, Theatres, Arenas, Auditoriums or Performing Arts Centers
- e. Historic Sites
- f. Museums
- g. Zoos

Commercial Tourism Sites including, but not limited to:

- a. Agri-tourism
- b. Antiques stores
- c. Art or craft galleries
- d. Breweries
- e. Wineries
- f. Lodging, including Motels, Hotels and Bed & Breakfasts
- g. Flea markets
- h. Fuel Stations, including truck stops
- i. Restaurants
- j. Outlet malls

Recreational Sites; including, but not limited to:

- a. Amusement parks
- b. Boat Landings and Marinas
- c. Camping Facilities
- d. Equestrian Centers or Stables
- e. Fairgrounds
- f. Golf Courses
- g. Parks & Natural Attractions
- h. Skating rinks (including ice, roller and in-line skating)

- i. Ski Resorts or ski slopes
- j. Speedways, Racetracks
- k. Water-oriented businesses

Civic Areas including, but not limited to:

- a. Main Streets
- b. Town Centers
- c. Transit Villages
- d. Villages

3.1.14.3 TYPES OF FACILITIES THAT ARE INELIGIBLE TO PARTICIPATE

The following types of facilities are ineligible to participate in the TODS program:

Businesses:

- a. Adult entertainment facilities
- b. Automobile dealers
- c. Banks
- d. Day care or Child Learning Center facilities
- e. Funeral homes
- f. General commercial sales
- g. Movie theaters
- h. Pharmacies
- i. Supermarkets
- j. Bars or taverns
- k. Truck terminals

Governmental entities:

- a. Jails, prisons and juvenile detention facilities
- b. Post offices
- c. Government offices and facilities

Medical & health facilities:

- a. Health clubs
- b. Hospitals, clinics or treatment centers
- c. Physicians offices
- d. Retirement homes, nursing homes and extended care facilities
- e. Veterinary facilities

Real estate developments:

- a. Industrial parks
- b. Mobile home parks
- c. Office buildings and office parks
- d. Residential subdivisions
- e. General retail shopping centers or malls (including food courts)

Religious facilities:

- a. Cathedrals
- b. Chapels

- c. Churches
- d. Mosques
- e. Shrines
- f. Synagogues
- g. Temples

Miscellaneous:

- a. Animal shelters
- b. Public or private schools, continuing education facilities, colleges, universities

3.1.15 REQUIREMENTS FOR ELIGIBILITY

3.1.15.1 GENERAL REQUIREMENTS FOR ELIGIBILITY

A facility must satisfy the following general requirements to be eligible:

- It must be located within five (5) miles of the state highway on which the intersection approach sign is erected.
- It must be open a minimum of six (6) hours each day, five (5) days each week for a minimum of 20 consecutive weeks each year. This requirement does not apply to facilities which are not customarily open to the public on a daily basis or typically provide scheduled events including, but not limited to, amphitheaters, arenas, auditoriums, civic centers, community farm markets, fairgrounds, flea markets, racetracks, speedways, theatres and performing arts centers.
- It must possess all valid licenses and permits necessary for their operation. It must have free drinking water available.
- It must have free public rest rooms or sanitary facilities available. This requirement does not apply to agri-tourism facilities.
- It must comply with all applicable local, State and Federal laws concerning public accommodations.
- It must be open and available to the general public.
- It must have all relevant municipal approvals needed to allow it to provide the goods, services or activities which establish its eligibility in the TODS program.

3.1.15.5 SPECIFIC REQUIREMENTS FOR ELIGIBILITY

A facility must also satisfy the following specific requirements established for its industry type, in addition to the General Requirements For Eligibility, to be eligible. If a Specific Requirement for Eligibility conflicts with a General Requirement For Eligibility, the Specific Requirement will apply.

AGRI-TOURISM FACILITIES

- Be located within ten (10) miles of the highway
- Be open a minimum of six (6) hours each day for five (5) days per week during the growing or operating season

CAMPING FACILITIES:

- Provide a public telephone
- Be located within ten (10) miles of the highway
- Be open a minimum of seven (7) days each week, 360 days throughout the year unless designated as seasonal

FUEL FACILITIES:

- Provide gas, fuel and oil for cars, trucks and other vehicles
- Have a public telephone
- Operate continuously for at least 16 hours each day and seven (7) days each week 360 days per year.
- Be located within one (1) mile of the highway.
- Provide tire repair service or information on available local tire repair facilities
- Provide compressed air for tire inflation and free water for batteries and radiators

LODGING FACILITIES:

- Provide a public telephone
- Operate continuously seven (7) days a week, 360 days per year unless designated seasonal.

RESTAURANT FACILITIES:

- Provide a public telephone
- Operate continuously a minimum of 12 hours each day, six (6) days a week, unless designated as seasonal.
- A restaurant in a mall, shopping center or other enclosed structure shall have a primary entrance from the parking area which is dedicated for the restaurant's exclusive use.
- Provide a public telephone.

CIVIC AREAS

- TOD Signs for civic areas may not identify an individual business or facility.

3.1.15.3 WAIVERS FROM ELIGIBILITY REQUIREMENTS AND STRAIGHT-AHEAD SIGNS

Waivers from specific eligibility requirements may be granted by the contractor if the following conditions exist, if they are documented, and if they are brought to the attention of the Department.

The provision of the general requirements for eligibility of RFP 3.1.14.1, which require that a facility be located within five (5) miles of the state highway on which the TODS sign is erected, may be waived if the facility is located in a straight-ahead direction from a State highway, at a distance of no more than six (6) miles.

The provisions of the specific requirements for eligibility of RFP 3.1.14.5, which require that an Agri-Tourism or Camping facility be located within 10 miles of the state highway on which the TODS sign is erected, may be waived for such a facility if it is located in a straight-ahead direction from a State highway, at a distance of no more than 12 miles.

3.1.16 GENERAL CONDITIONS FOR PARTICIPATION

3.1.16.1 THE FOLLOWING GENERAL CONDITIONS WILL APPLY TO ALL TOD SIGNS AND FACILITIES:

No facility that maintains a sign in violation of the Roadside Sign Control and Outdoor Advertising Act (N.J.S.A. 27:5-5 et seq.) or the regulations promulgated in accordance thereto is eligible to participate in the TODS program.

No TOD sign will be erected for a facility for which directional signs have been provided on the same state highway by the Department or other entities.

No TOD sign, other than a straight-ahead sign, will be erected for a facility that has direct access to the state highway on which the intersection approach sign would be located. Direct access will be deemed to exist where the facility is located within a shopping center or other real estate development which itself has direct access to the state highway. Straight-Ahead signs are governed by RFP 3.1.19.6.

No TOD sign will be erected unless each intersection in the path to the facility can be marked by a trailblazer sign or other official highway sign. A private sign will not be sufficient to mark the path to the facility. Where a trailblazer sign must be erected in right-of-way which is not under the jurisdiction of the Department, approval must be obtained from the governmental entity which has jurisdiction.

No TOD sign will be erected if the Department determines that the sign would cause an unsafe condition or an unnecessarily complex traffic maneuver.

Sign panels for Civic Areas will be installed at the top of the Intersection Approach Sign.

Where a specific service trailblazer sign is needed at an intersection and a TODS sign is or can be provided, the TODS sign will be used instead of the specific service trailblazer sign. For purposes of this section, a specific service trailblazer sign is a trailblazer sign erected as part of the Specific Service Signs program as described by Part 2, Chapter 2F of the MUTCD.

Distances for participation requirements will be measured from the intersection of the highway at which the intersection approach sign would be located to the leading edge of the driveway of the proposed facility.

3.1.17 APPLICATION, APPROVAL AND PARTICIPATION PROCEDURES

3.1.17.1 APPLICATION

Applications shall be submitted to the contractor on forms approved by the Department. Applications shall include, but are not limited to, the following information: corporate or company name of applicant,

address and phone number of applicant, contact person for the application, name and physical address of facility. Incomplete applications will be returned to the applicant.

No application will be approved unless the facility satisfies all regulatory requirements and is in full operation.

Facilities which are determined to be ineligible or unqualified shall be notified by the contractor. The notification shall advise the applicant that it may appeal the determination. See RFP 3.1.23 Appeals.

3.1.17.2 WAITING LIST

Where the number of approved applicants exceeds the spaces available, priority will be given to the earliest approved applications. Approved applicants which cannot be provided a space will be placed on a waiting list. When a space becomes available, the earliest approved applicant on the waiting list will be offered admittance to the program.

3.1.17.3 ENTRY INTO A CONTRACT

All approved applicants who elect to participate in the TODS program shall do so by entering into a standard contract which has been approved by the Department.

The contract will provide for the fabrication and erection of one (1) sign panel on an intersection approach sign and all trailblazer signs that are needed to mark each subsequent intersection along the path to the facility.

All contracts will terminate on a single date of the year, as specified by the Department. If the termination date would result in a term that is less than 12 months, the contract term will be the balance of the existing contract year plus the next complete contract year. The fees for the balance of the existing contract year will be prorated. The fees for the next complete contract year shall be paid at the beginning of that contract year.

All contracts shall be assignable to the Department, at the Department's election, upon the expiration of the contract awarded under this RFP, upon the termination of said contract or upon Vendor's default.

A participating facility may elect to renew its contract each year if it has paid all fees, meets all eligibility requirements, and is not otherwise required to have its sign removed pursuant to other provisions of this chapter or any other applicable law. If a facility does not meet all eligibility requirements for any reason, it may not renew its contract.

The Department may terminate any contract, at its sole discretion, for its convenience or necessity. If the Department terminates a contract for convenience or necessity, it will only be liable for the pro-rata reimbursement of fees paid by the participating facility.

3.1.18 FEES CHARGED TO PROGRAM PARTICIPANTS

All fees and costs shall be clearly stated to the public in the contractor's promotional literature and in its contract documents. No customer shall receive a special rate, fee waiver or any special pricing term.

3.1.18.1 ANNUAL FEES FOR EACH SIGN PANEL (PER DIRECTION OF TRAVEL):

Regular facility - \$800.

Non-profit organization, Civic Area or Agri-tourism facility - \$400.

3.1.18.2 NON-ANNUAL FEES:

Re-fabrication and re-installation of a sign panel caused by a facility's name change or change of artwork - \$150 per sign panel.

Covering of a panel for seasonal closing, temporary closure or other reason – \$50 per occurrence.

Erection of more than 3 trailblazer signs - \$50 for each trailblazer sign in excess of 3.

3.1.18.3 WAITING LIST FEES

No fee shall be charged for facilities that are on a waiting list.

3.1.18.4 SPECIFIC SERVICE SIGN TRAILBLAZER FEES

Where a TODS sign is used in place of a specific service trailblazer sign, no fee will be charged through the TODS program. Instead, fees shall be charged through the specific service sign program.

3.1.18.5 CREDITS AND REFUNDS

No credit or refund will be given for the temporary loss or damage to an Intersection Approach Sign or a Trailblazer Sign which is caused by a traffic accident, vandalism, ordinary wear and tear or other incident.

Where a Department highway improvement causes the removal of an intersection approach sign for more than 30 days, a credit, pro-rated on a monthly basis, will be applied towards the renewal of the facility's contract for the following year.

3.1.19 DESIGN AND CONSTRUCTION STANDARDS

3.1.19.1 LOCATION AND DESIGN OF SIGNS

Sign placement and design shall be in accordance with Sections 13 of the DOT Roadway Design Manual (RDM) and the MUTCD. Upon request by the Department, proposed signs locations shall be identified by stakes or other suitable markings. Any sign not in compliance with the terms of the Contract or approval granted to it will be relocated or removed immediately by the contractor upon verbal, written or FAX notice by DOT.

TODS signs will be erected after approval of the application, the execution of a contract, and payment of all fees by the participating facility.

The Department may, by itself or by direction to the contractor, cause the relocation of an intersection approach sign or trailblazer sign for any reason if it determines that the sign at the new location would be safe and effective.

The content of the sign will be determined to ensure the safety of the driving public.

3.1.19.2 SIGN SUPPORT DESIGN

Signs and sign supports shall be designed and constructed in accordance with Section 13 of the DOT Roadway Design Manual (RDM) and the DOT Standard Roadway Details, Construction Details (CD) CD-619-4 through CD-619-15 inclusive.

3.1.19.3 SIGN CONSTRUCTION AND MATERIALS

Signs and sign support materials shall conform to the requirements of Section 911, "Signs, Sign Supports and Delineators" of the DOT Standard Specifications for Road and Bridge Construction.

3.1.19.4 LIGHTING

Sign lighting will not be permitted.

3.1.19.5 INTERSECTION APPROACH SIGNS

There shall be no more than four (4) facility panels displayed on any Intersection Approach Sign. Panels shall be rectangular in shape and shall have a white border on blue background. All facility sign panels on the same Intersection Approach Sign should be the same width and shall not exceed six (6) feet. Intersection Approach Signs shall be located 200 feet from the intersection or as otherwise designated by the Bureau of Traffic Engineering and Safety Programs. Any sign may be located laterally outside the normal longitudinal alignment of other traffic control devices, but must be located within the right-of-way. Intersection Approach Signs shall be placed 200 feet apart and 200 feet from other traffic control devices. No sign shall obstruct a driver's critical viewing of other traffic control devices. Not more than two (2) Intersection Approach Signs will be permitted on the approach of any intersection.

3.1.19.6 STRAIGHT AHEAD SIGNS

Straight Ahead Signs will only be permitted under the following circumstances:

- A. Where space is available on an existing intersection approach sign. When a straight-ahead sign has been erected and its space becomes needed for an approved facility which does not have direct access to the state highway, the straight-ahead sign shall be removed at the end of its contract term. If there are more than one straight-ahead signs on an existing intersection approach sign, the sign farthest from the intersection shall be the first to be removed; and
- B. Where a TOD sign for a similar facility exists on the intersection approach sign. Similar facilities are those which are business competitors (ex. two restaurants or two fuel stations) or those which offer the same type of activity (ex. two museums); and

- C. Where the facility does not require a left turn traffic movement which the Department determines to be unsafe.

3.1.19.7 FACILITY PANELS

Facility panels shall include an image that identifies the business name, its trademark or a symbol of the business. No such image shall resemble a traffic sign, traffic signal, traffic control device or warning sign erected or maintained by any governmental agency. The image shall be consistent with all business signs of the facility. Each panel shall have no more than two (2) lines of legend with letters and numbers six (6) inches in height, a separate directional arrow, and the distance to the facility shown beneath the arrow. The content of the legend shall be limited to the identification of the facility. All panels shall be approved by the Project Manager.

3.1.19.8 ORDER OF PLACEMENT OF PANELS.

Panels shall be placed on intersection approach signs on a first-come-first-served basis, except for Civic Area panels, which will be installed at the top of the intersection approach sign.

Facilities which have had their applications approved, and have submitted an executed contract shall be given priority based on the time when they have paid their fees. The facility which has paid its fees earliest shall have its panel placed on the top of the sign. Signs for right turns and left turns should be arranged vertically on separate sign panels so that the right turn signs are closer to the intersection. When less than four (4) businesses are to be installed on an approach sign, the panels may be combined on the same approach sign with the left turn signs above the right turn signs.

3.1.19.9 TRAILBLAZER SIGNS

Trailblazer signs shall comply with the MUTCD Part 2D as the Department in its engineering judgement shall determine.

3.1.20 TEMPORARY CLOSURE & SEASONAL FACILITIES

3.1.20.1 TEMPORARY CLOSURE

The contractor must include terms which address the temporary closure of a facility in its standard contract. These terms must provide that a participating facility may close temporarily for repairs or emergencies without being found to be in violation of requirements concerning continuous operation provided that:

- a. the facility may close for up to seven (7) consecutive days in order to make repairs or to address an emergency.
- b. The facility shall notify the contractor 15 days before a planned temporary closure. The facility shall notify the contractor within 3 days of a closure necessitated by an emergency;

c. In the event that the closure exceeds 7 days, the contractor shall request the Project Manager to authorize the covering of the TODS signs until the facility reopens. The Project Manager may determine not to cover a sign upon a determination that the public interest is not adversely affected. The Project Manager may extend the period for which a sign is not covered for up to 30 consecutive days.

d. If a facility is closed for 90 days or more, the Department may direct the contractor to permanently remove the signs. If there is a facility on the waiting list for this location, the contractor will remove the signs and admit the next eligible facility from the waiting .

3.1.20.2 SEASONAL FACILITIES

Except for agri-tourism facilities, any facility that is open less than 16 consecutive weeks each year shall have a designation on its intersection approach sign indicating that the facility is seasonal. This designation shall be determined by the Department and will be uniform throughout the State.

3.1.21 INSPECTION, MAINTENANCE & REPAIRS

3.1.21.1 INSPECTION

The contractor shall visually inspect all signs quarterly to determine that they are operational. At least once per year, all signs shall be inspected to determine that the sign supports and sign mountings are in good condition and remain compliant with DOT requirements. At least once per year all signs shall be inspected to determine that their retro-reflective properties satisfy the minimum coefficient of retro-reflection established in MUTCD sections 2A.07 and 2A.08.

The contractor shall maintain a log of all inspections and repairs in a manner which shall be approved by the Department. The log shall report the following: the date of inspection, if the sign is operational, if the sign supports are in good condition, if the mountings are in good condition, if the sign is compliant with DOT requirements and if the retro-reflective properties of the sign are satisfactory. If a sign fails inspection, it's date of repair shall be indicated.

The contractor shall maintain a log for all repairs in a manner which shall be approved by the Department. The log shall show the date that the Contractor received notice of the damaged sign, the nature of the damage, the date of repair, and the number of days needed to repair the sign from the date of notice.

3.1.21.2 MAINTENANCE.

Signs shall be maintained by the contractor in a manner that benefits the safety of the traveler and the participating facilities. The contractor will be responsible for all maintenance of the signs and the sign structures, including cleaning, removal of graffiti, supply of all replacement parts and re-erection of signs that are damaged, knocked down or vandalized. All damaged signs in the PROGRAM shall be repaired or replaced by the contractor at no cost to DOT.

3.1.21.3 REPAIRS

Where a sign has been damaged or knocked down, and it constitutes a hazard, the contractor shall eliminate the hazard immediately upon gaining knowledge of it.

Where a sign has been damaged or knocked down, the contractor shall repair or replace it within (48) hours of notification from the Department or others. Two weeks shall be allowed if the damage requires fabrication a of new sign panel.

3.1.21.4 REMOVAL OF SIGNS FOR A HIGHWAY IMPROVEMENT

If any TOD sign is removed for a NJDOT construction or maintenance project, the TODS Contractor will not be responsible to re-erect the sign.

If any TOD sign is removed for reasons other than an NJDOT construction or maintenance project, the TODS Contractor shall be responsible to re-erect the sign and the TODS Contractor shall bear the cost.

3.1.22 COMPLIANCE WITH REQUIREMENTS

The contractor shall plan, organize, direct and control all activities in the PROGRAM to assure the systematic, fair and orderly operation of the PROGRAM. Participation of facilities in the PROGRAM shall be governed by the standards set forth in this RFP. The contractor shall consider each facility in accordance with these standards and shall use its best efforts to assure that facilities are fairly selected and enrolled in the PROGRAM and that they remain in compliance with these requirements at all times during their enrollment.

If a participating facility has ceased to satisfy all requirements, the contractor will notify the facility and direct it to comply within 30 days. This period may be extended for good cause if the public safety and the public interest are not adversely affected, with the approval of the Department.

If the determination is not appealed or the participating facility has not complied with the requirements within the time provided, the Department may deem the facility to be in breach of its contract and the contractor shall send written notice to the facility upon the approval of the Department. Upon or after notice, the Department may direct the contractor to terminate the contract, remove or cover the TODS sign panel and trailblazer signs. The space may be allocated to another eligible business.

If the Department determines that the participating facility's failure to meet all requirements would result in an immediate health or safety hazard, the Department may direct the contractor to cover the TODS sign panel upon notice to the participating facility.

Where a participating facility ceases to satisfy any requirements due to a change in the MUTCD, policies, guidance, law or regulations its TODS signs shall be maintained until the end of the contract term, unless the sign causes an immediate health or safety hazard.

3.1.23 APPEALS

In the event that any facility or applicant disputes a decision by the contractor, including the determination not to enroll the facility into the PROGRAM, the contractor shall make a *bona fide* effort to resolve the dispute in a timely manner.

If the contractor is unable to resolve the dispute, it shall promptly advise the facility in writing. The writing shall advise the facility that that the contractor's decision may be appealed to the Department. A copy of the

notice shall be simultaneously sent to the Project Manager. The contractor shall also provide copies of its files on the matter to the Project Manager. If requested by the Department, the contractor shall attend and participate in the appeal.

3.1.24 NON-PAYMENT

If a facility is delinquent in payments, the contractor shall pay DOT as if it had received payment from that facility on a timely basis.

3.1.25 OTHER SIGNS

DOT reserves the right to erect and maintain other official signs on any TOD sign structure. These official signs include regulatory signs, highway signs, signs related to public facilities or public safety and all other signs which the Department is otherwise authorized to erect and maintain.

3.1.26 OWNERSHIP OF SIGNS

All signs erected or maintained within State right-of-way by the Contractor shall become the property of the State at the time of their erection.

3.1.27 MOBILIZATION AND DEMOBILIZATION

During the first sixty (60) days after the award of this Contract the contractor must complete the following:

3.1.27.1 LUMP SUM PAYMENT

Deliver within ten (10) business days after award of this Contract the required payment of \$50,000 to the State, pursuant to RFP 3.1.11.1

3.1.27.2 SURETY

Deliver within ten (10) business days after award of this Contract the required surety of \$200,000 to the State, pursuant to RFP 3.1.12

3.1.27.3 INSURANCE

Deliver all appropriate insurance forms to the DOT Project manager, pursuant to RFP

3.1.27.4 MEETINGS WITH THE DEPARTMENT

Meet with the DOT Project Manager and obtain agreement regarding the protocol for format and delivery of the monthly and annual reports.

3.2 THE NJ DOT'S RESPONSIBILITIES.

3.2.1 RESPONSES TO COMMUNICATIONS FROM THE CONTRACTOR

DOT will respond in a timely manner to any correspondence or communications or request for approval by the contractor.

3.2.2 ADVISING THE CONTRACTOR OF PROBLEMS

DOT will advise the contractor in a timely manner of any problems or issues that arise or are anticipated.

4.0 Quote Content

A quotation must arrive at NJDOT in accordance with this RFQ, within the time frame indicated to the e-mail address noted in this RFQ. The quote should be submitted in two (2) sections with the content of each as indicated below.

A. Section 1 – Forms

The Vendor must submit all the forms listed on the checklist. The checklist and required forms can be found at the following link:

<https://www.state.nj.us/treasury/purchase/forms/Waiver%20and%20DPA%20Contract%20Checklist.pdf>.

All required DPA forms should be completed and submitted in their entirety with your bid. Failure to submit the required DPA Forms may result in your bid being rejected.

NOTE: The Vendor must be registered in NJSTART to qualify for an award. NJSTART registration link as follows: <https://www.njstart.gov/bs/>

B. Section 2 – Quote and Price

1. **TECHNICAL QUOTE**

In this section, the Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0. The Bidder must set forth its understanding of the requirements of this Bid Solicitation 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 Quote.

2. **MANAGEMENT OVERVIEW**

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the Bid Solicitation in a narrative format. This narrative should demonstrate to the State that the Bidder understands the objectives that the Contract is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the Contract. This narrative should demonstrate to the State that the Bidder's general approach and plans to undertake and complete the Contract are appropriate to the tasks and subtasks involved.

Mere reiterations of Bid Solicitation tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's approach to complete the Blanket P.O. The Bidder's response to this section should be designed to demonstrate to the State that the Bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the Bidder's Quote will lead to successful Contract completion.

3. **BLANKET P.O. MANAGEMENT**

The Bidder should describe its specific plans to manage, control and supervise the Contract to ensure satisfactory Contract completion according to the required schedule. The plan should

include the Bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

The quote must be submitted in PDF format. No other format will be accepted.

4. PRICE SHEET

The Vendor {Bidder} must submit its pricing using the State-Supplied Price Sheet accompanying this RFP.

a) PRICE SHEET INSTRUCTIONS

The bidder must submit its pricing using the format set forth in the State-supplied price sheet/schedule(s) accompanying this RFP. Failure to submit all information required will result in the proposal being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

5.0 Negotiation and best and final offer (BAFO)

After evaluating the quote, NJDOT may establish a competitive range and enter into negotiations with one (1) Bidder or multiple Bidders within this competitive range. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one (1) Bidder or multiple Bidders. Negotiations will be structured by NJDOT to safeguard information and ensure that all Bidders are treated fairly.

Negotiations will be conducted only in those circumstances where they are deemed by NJDOT to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best price quote in response to this solicitation since NJDOT may, after evaluation, make an award based on the content of the initial submission, without further negotiation and/or Best and Final Offer (BAFO), with any Bidder.

6 Contract Term

The base term of this contract shall be for three (3) years with the option to extend up to two (2) additional years with no single extension exceeding one (1) year.

7.0 Award

- A. Award of this contract will be based upon the lowest responsible bid and other factors considered
 - a. The other factors considered are the following evaluation criteria categories, not necessarily listed in order of significance, which will be used to evaluate Quotes received in response to this Bid Solicitation. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.
 - b. Each criterion will be scored and each score multiplied by a predetermined weight to develop the Technical Evaluation Score.
 - i. Personnel: The qualifications and experience of the Vendor's {Bidder's} management, supervisory, and key personnel assigned to the Blanket P.O., including the candidates recommended for each of the positions/roles required;
 - ii. Experience of firm: The Vendor's {Bidder's} documented experience in successfully completing Blanket P.O. of a similar size and scope in relation to the work required

by this Bid Solicitation; and

- iii. Ability of firm to complete the Scope of Work based on its Technical Quote: The Vendor's {Bidder's} demonstration in the Quote that the Vendor {Bidder} understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Blanket P.O.

- B. The New Jersey Department of Transportation (NJDOT) reserves the right to reject all bids.
- C. NJDOT reserves the right to award this project in whole, in part or not make an award.
- D. Awarded Contractors, along with their proposal amount will be posted on the NJDOT, Equipment Materials & Supplies, Awarded Projects' webpage.
- E. Award of this contract shall not be interpreted to mean approval to proceed until an authorized purchase order is issued to the contractor.
- F. The award of this contract is based on the yearly cost. If the cost of a year exceeds the delegated purchasing authority, NJDOT reserves the right to re-advertise and subsequently re-award a new contract.

8.0 Additional Notices & Requirements

A) DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14(b), any employer, regardless of the location of the employer, who enters into a contract with a public body to perform any public work for the public body shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the contract. The employer shall provide the commissioner, throughout the duration of the contract or contracts, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.).

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) web site at:

<https://nj.gov/labor/equalpay/equalpay.html>

LWD forms may be obtained from the online web site at:

https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf

- B) NJDOT is required to comply with P.L. 2012, c. 4, which requires all agencies to encourage awarded contractors to notify their employees of organ and tissue donation options.

“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.”

C) 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.