



JAMES E. MCGREEVEY
Governor

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. Box 230
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA
State Treasurer

TO: All Potential Bidders

RE: RFP #: 05-x-34746
RFP Title: Land Surveying Services
Green Acres DEP, Agriculture & Various Agencies

Small Business Set-Aside:

IMPORTANT NOTE: EVEN IF YOU ARE AN INCUMBENT BIDDER AND/OR HAVE BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, YOU WILL NEED TO BE SURE THAT YOU ARE RE-REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL TO CHECK YOUR STATUS IS 609 292-2146.

Enclosed please find a complete set of bid documents for the above referenced solicitation.

The following are the key dates for the project:

Date	Time	Event
September 10, 2004	4PM	Cut-Off Date for Electronic Questions & Inquires
October 7, 2004	2:00 PM	Bid Submission Due Date (Refer to RFP Section 1.3.4 for more information)

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,

Pasquale P. Locane
Procurement Specialist

E-Mail Address: pat.locane@treas.state.nj.us
Phone: 609-633-6098

ATTENTION VENDORS

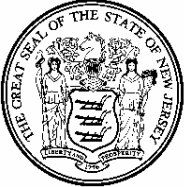
Vendor Information and Bidding Opportunities

The Purchase Bureau maintains a bidders mailing list. You as a vendor may have basic information about your firm added to the bidders mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm> and submitting a bidders mailing list application online. You may also download the application and instructions and submit the application by mail. Applications submitted online are processed more quickly than mailed applications.

A bidders mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidders mailing list and you need to change your information, contact Bid List Management at (609) 984-5396

Note: If you are an awarded State Contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office Of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any question about this process you may call (609) 292-8124 for more information.

	STATE OF NEW JERSEY REQUEST FOR PROPOSAL	BID NUMBER: 05-X-34746
	FOR: Land Surveying Services Green Acres DEP, Agriculture & Various Agencies	TERM CONTRACT #: T-0694 REQUESTING AGENCY: Department of Environmental Protection
	ESTIMATED AMOUNT: N/A CONTRACT EFFECTIVE DATE: 12/01/04 CONTRACT EXPIRATION DATE: 11/30/07 COOPERATIVE PURCHASING: NO SET ASIDE: SMALL BUSINESS	<u>DIRECT QUESTIONS CONCERNING THIS RFP TO:</u> BUYER NAME: Pasquale P. Locane PHONE NUMBER: 609- 633-6098 E-MAIL ADDRESS: pat.locane@treas.state.nj.us

TO BE COMPLETED BY BIDDER:

Firm Name: _____

Address: _____

PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) **PROPOSALS MUST BE RECEIVED AT OR ON BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 10/07/04 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230.** TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ **N/A** OR **N/A** %.
 CHECK THE TYPE OF BID SECURITY SUPPLIED:
 ANNUAL BID BOND ON FILE: _____ BID BOND ATTACHED: _____
 CERTIFIED OR CASHIERS CHECK ATTACHED: _____ LETTER OF CREDIT ATTACHED: _____
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [SEE ATTACHMENT 1](#)
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):
 PRE-BID CONFERENCE **N/A**
 SITE INSPECTION **N/A**

ADDITIONAL REQUIREMENTS

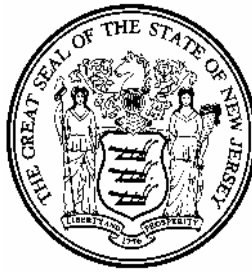
- 9) PERFORMANCE SECURITY: **N/A** OR _____ %
- 10) PAYMENT RETENTION **N/A** %
- 11) AN AFFIRMATION ACTION FORM ([ATTACHMENT 3 OF RFP](#))
- 12) A MACBRIDE PRINCIPALS CERTIFICATION ([ATTACHMENT 2 OF RFP](#))
- 13) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP
- 14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
- 15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE REGISTRATION AS A SMALL BUSINESS (SEE N.J.A.C. 17:13-1.1 et. seq.).

TO BE COMPLETED BY BIDDER

- 16) DELIVERY CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER.
- 17) CASH DISCOUNT TERMS (SEE RFP) _____ %, _____ DAYS: NET _____ DAYS.
- 18) BIDDER PHONE NO: _____
- 19) BIDDER FAX NO. _____
- 20) BIDDER E-MAIL ADDRESS. _____
- 21) BIDDER FEDERAL ID NO. _____
- 22) YOUR BID REFERENCE NO. _____

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

23) ORIGINAL SIGNATURE OF BIDDER	24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE	26) DATE



Bid Number: 05-X-34746

**REQUEST FOR PROPOSAL FOR:
Land Surveying Services
Green Acres DEP, Agriculture
& Various Agencies**

Purchasing Agency

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State Street
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey
Department of Environmental Protection
& Various State Agencies

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury (the "Division"), on behalf of the State of New Jersey, Department of Environmental Protection, Green Acres Program, Agriculture, and various State agencies.

The purpose of this Request for Proposal (RFP) is to solicit bid proposals from firms qualified by experience and personnel to provide professional land surveying services necessary for the acquisition or evaluation of properties for the Department of Environmental Protection and other state agencies in accordance with NJSA 52:34-9.1.

This is a repurchase RFP, and will be a three (3) year term contract, which will be used for site-specific engagements exceeding \$25,000 or such higher amounts as may be specified under Direct Purchase Authorization (DPA) rules.

The intent of this RFP is to award a term contract to those bidders whose bid proposals, conforming to this invitation for bids in form and content, are most advantageous to the State, with price and other factors considered.

The expected products are described in [RFP Section 3.0](#) (Scope of Work).

1.2 BACKGROUND

The New Jersey Department of Environmental Protection (NJDEP), Green Acres Program is responsible for acquiring lands for conservation and recreation purposes. Land surveys are conducted by NEW JERSEY licensed professional land surveyors, and corresponding metes and bounds descriptions are prepared for each parcel of land being acquired pursuant to the program rules using the Green Acres Guidelines for Land Surveys.

In addition other state agencies require professional land surveying services or property surveys that:

- mark the location of the parcel on the ground
- locate and map any natural and man-made physical features as may be found on the parcel
- measure the property lines and determine the area of the parcel;
- identify any conflicts with adjoining deeds, locate and dimension any encroachments affecting the parcel and show findings in detail;
- provide a plan depicting the findings of the survey;
- describe the parcel in terms of New Jersey State Plane Coordinate System (NJSPCS) to facilitate mapping the parcel in the NJDEP Geographic Information System/Land Information System (GIS/LIS)
- provide an accurate, unambiguous and modern metes and bounds description that includes the NJSPCS coordinate value of the survey's point of beginning and corresponds to the survey, written in the same bearing system as the survey. The description, with a reduced copy of the survey plan attached, will be used in the deed of conveyance;
- locate and identify easements, locatable restrictions, and rights-of-way lines affecting the parcel
- assist in the fair market value appraisal process by providing information regarding suitability of the parcel for a particular purpose or by providing notice when the size, shape, area, condition, utility, marketability and insurability or location and extent of encroachments of the parcel are factors in the acquisition process;
- resolve or explain issues that serve to eliminate patent and latent deed ambiguities as may exist in the description found in the present deed of record.

This bid proposal will **pre-qualify** the three (3) most highly qualified responsive responsible bidders based upon the pre-established criteria set forth in this RFP, in each of the six (6) geographic regions identified by Green Acres of (NJDEP). This will allow Green Acres of (NJDEP) to engage the three (3) selected Contractors of each region to submit quotes on site-specific jobs.

Open and competitive bidding for each job-time, is of the essence when survey work is ordered. Surveys are ordered only after a contract to purchase real estate has been executed and an approximate closing date has been established. A survey's cost is determined by the amount of time that different members of a survey team have spent on a job multiplied by the hourly rates for the individuals. Pre-qualifying and awarding contracts to the most experienced, well equipped firms will allow for the lowest cost.

It is the intent of the State to award a term contract to no fewer than three (3) Contractors in each of six (6) regions listed in Section 1.2.1 below. A maximum of eighteen (18) total Contractors who the State determines to be the most responsive, responsible bidders, fulfilling the requirements of this RFP will be awarded term contracts. A bidder does not have to bid all regions in order to be considered for an award. Bidders may receive an award for a maximum of two (2) regions.

1.2.1 REGIONS

The Green Acres Program has identified six (6) regions that best support the work of the program as follows:

1.2.1.1 NORTHEAST REGION

Bergen County, Morris County, Passaic County and Somerset County.

1.2.1.2 NORTHWEST REGION

Warren County, Sussex County

1.2.1.3 URBAN ACQUISITION REGION

Essex County, Hudson County, Union County

1.2.1.4 CENTRAL REGION

Hunterdon County, Mercer County, Middlesex County, Monmouth County.

1.2.1.5 SOUTH CENTRAL REGION

Atlantic County, Burlington County, Camden County, Gloucester County, Ocean County

1.2.1.6 SOUTHERN REGION

Cape May County, Cumberland County, Salem County

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTIONS AND INQUIRIES

It is the policy of the Division to accept electronic questions and inquiries from all potential bidders receiving this RFP by e-mail.

Written questions can be, e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: Pasquale P. Locane

E-Mail: pat.locane@treas.state.nj.us

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

1.3.1.2 QUESTION PROTOCOL

Questions must be e-mailed in writing to the attention of the assigned Purchase Bureau buyer. E-mailed questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive

order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

1.3.2 MANDATORY SITE VISIT

Not applicable to this procurement

1.3.3 MANDATORY PRE-BID CONFERENCE

Not applicable to this procurement

1.3.4 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<u>DATE:</u>	10/07/04
<u>TIME:</u>	2:00 PM
<u>LOCATION:</u>	BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230 Directions to the Purchase Bureau can be found on the following website: http://www.state.nj.us/treasury/purchase/faqdirs.htm

1.3.5 DOCUMENT REVIEW ROOM

Not applicable to this procurement.

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

A Mandatory Pre-Bid Conference has been scheduled for this procurement. Any addenda issued before the Mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP. Any addendum issued at the time of or after the Mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the Mandatory Pre-Bid Conference.

1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addenda to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.

1.4.6 CONTENTS OF BID PROPOSAL

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer to inspect bid proposals received in response to this RFP.

1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the bidder.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification, and business registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

2.1 STANDARD DEFINITIONS

Addendum – Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment – A change in the scope of work to be performed by the Contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder - An individual or business entity submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor - The Contractors are the successful bidders awarded contracts under this RFP, who will be required to have at least one New Jersey lincensed surveyor on its staff.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property

Evaluation Committee - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

May - Denotes that which is permissible, not mandatory.

Project - The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should - Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

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

State - State of New Jersey.

Task – A discrete unit of work to be performed.

Using Agency or Agency - The entity for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT SPECIFIC DEFINITIONS

Acquisition – Generally used to refer to the parcel or parcels to be acquired in fee (although the term may be used loosely to refer to any interests in land, fee or easement, that may be purchased); project area. This term also refers to the act of acquiring lands by contract for sale or condemnation proceedings.

Additions - Additional properties (parcels, blocks, lots) to be added to a project.

Administering Agency – The agency who will have the overall management responsibility for the property or property interests following acquisition.

All-inclusive Hourly Rate - All direct and indirect costs including, but not limited to factors for: overhead, fee or profit, clerical support, travel expenses, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. Hourly rates also include portal to portal expenses. Time spent in traveling to and from the work site or employee's normal work station shall not be included in any estimates.

Board of Proprietors (of East and West New Jersey) - For the purpose of this RFP and resultant contract, the original owners of New Jersey from grants derived from the King of England and whose land title transfers form the basis of modern land titles in New Jersey. Note: The General Board of Proprietors of Eastern Division of New Jersey was dissolved in 1998 following the State of New Jersey, Department of Environmental Protection's acquisition of all land and record holdings of the General Board of Proprietors of Eastern Division of New Jersey on July 10, 1998 and their Surveyor General's office in Perth Amboy, NJ was conveyed to the City of Perth Amboy. The General Board of Proprietors of Western Division of New Jersey continues to operate as a corporation and is located in the City of Burlington, NJ.

Control Survey – A survey performed to obtain the basis of bearing system, north reference, and coordinate values for the description point of beginning for a property survey. A Control Survey may be completed using conventional surveying methods such as traversing, triangulation or trilateration, or by utilizing Global Positioning System (GPS) surveying methods. Regardless of the method utilized, all Control Surveys must meet the standards and requirements established in the contract between the Using Agency and the Contractor.

Corner Marker Description Sheet – A form used to identify corner markers set for a site-specific engagement. Use of this form is only required if specified at the time of request for a site-specific engagement.

Corner Number - The number used to identify corner markers set in the field. The Corner Number consists of the four digit file number or owner identification number, followed by a dash, followed by a sequential number of the corner. The description point of beginning is point number one, and each corner shall be numbered in sequence thereafter in a clockwise manner.

Cover – See Impervious Cover Calculations.

Deed Overlap – The situation that exists when the deed descriptions of adjoining parcels, when laid out on the ground, both describe and include the same lands; lands claimed by adjoining parties.

Due Date – Relative to a site-specific engagement, this is the date that all materials specified in the contract are to be delivered in accordance with the requirements spelled out on the Detail Sheet.

Detail Sheet – The document transmitted with site-specific engagements that provide specific project information and requirements for the land survey. The Detail Sheet may serve to clarify or modify standard requirements for a site-specific engagement.

Entire Taking - The acquisition of an entire parcel as indicated by a single municipally designated tax lot.

File # - a sequence number that identifies the seller of the property. Same as Offer # or Owner ID #.

Formal Date of Award – The effective date of a site-specific engagement contract and work initiation.

Geographic Information System/Land Information System (GIS/LIS) – For the purpose of this RFP and contract, the system within NJDEP or other New Jersey state agencies consisting of computer hardware, software and resources that integrates a wide variety of data and explores interrelationships between different types of complex information compiled in geographic and associated tabular databases.

Green Acres Administration or Green Acres Program – The division within the NJDEP that provides funding to non-profit groups, or municipal and county governments to acquire land for recreation or open space and serves as the real estate agent for the DEP, acquiring land for state parks, forests, natural areas, and wildlife management areas.

Green Acres Participation Limit Lines - Survey lines defined by metes and bounds within the surveyed deed lines that identify the limits of covenants and restrictions pursuant to Green Acres rules. Defined buffer lines for areas that are not encumbered by Green Acres restrictions.

Green Acres Survey - A property survey of land conducted for the purpose of open space acquisition in cooperation with the State of New Jersey, Department of Environmental Protection, Green Acres Program.

A Green Acres Survey follows specific guidelines and specifications promulgated by the Green Acres Program that define the scope of work, desired format, research requirements, field methodology and the presentation of findings on the plan of survey and in the corresponding metes and bounds description of property and other deliverables. A Green Acres Survey is performed in accordance with Green Acres Guidelines. (as ref. in Section 3.5 of RFP)

Green Acres Encumbrance Area - The net area for which funding has been expended for the acquisition or development of land, pursuant to Green Acres rules and regulations. The area subject to restrictive covenants within the NJDEP Green Acres Program.

Green Acres Partners – The parties entering a tenancy in common for the common preservation of a parcel of land. The percentage of undivided interest for each Green Acres Partner, generally stated to two decimal places, may be used to derive the acreage of partner participation for each funding source that contributed to the acquisition.

Impervious Cover Calculations – Generally, the sum and total calculation in square feet for any macadam or concrete roads, parking areas, walkways or driveways; structures or buildings (calculated to drip lines of buildings) or any permanent man-made obstacle that impedes the flow of rain directly into the soil below for any such object within the perimeter lines of the survey. This information is required on the plan of survey, only if requested on the Detail Sheet for a site-specific engagement. A more specific definition may accompany any request for Impervious Cover Calculations requested on the Detail Sheet.

Interest – Relative to the Green Acres Land Survey Guidelines, the extent and nature of the acquisition of interests in a tax lot. The extent is either E/T –(entire taking) or P/T –(partial taking), and the nature of the acquisition is Fee –(fee simple absolute), CE –(conservation easement or restriction without public access), PE (permanent easement of conservation with public access), or AG –(conservation restriction specific to agricultural). eg. E/T Fee; P/T Fee; E/T CE; P/T CE; etc.

Mathematical Survey Expressions – Units of measurement to define lines of survey. Angular units shall be stated as bearings in degrees, minutes, and whole seconds of arc. Horizontal distances, radii of curves, or lengths of arc shall be stated in US survey feet to two decimal places. All curves shall be defined by radius, arc length, delta, chord bearing, and chord distance.

NJDEP – New Jersey Department of Environmental Protection

New Jersey State Plane Coordinate System (NJSPCS) – North American Datum 1983 83. For surveys prepared pursuant to this RFP and contract, coordinate values (Northing or Y values and Easting or X values) for the description point of beginning shall be provided in US Survey feet, rounded to two decimal places after application of the grid factor. All bearings are provided in degrees, minutes, and rounded to whole seconds of arc. Distances are to be stated for horizontal ground distance with no grid factor applied in US Survey feet, stated to two decimal places.

Notification of Engagement - Written authorization for the designated bidders to commence the site-specific engagement.

Offer # - A sequence number that identifies the seller of the property. Same as Owner # or File #.

Owner ID # - A sequence number that identifies the seller of the property. Same as Offer # or File #.

Partial Taking - The acquisition of a part of a municipally designated lot where the remaining portion of the lot is of the same ownership as the portion to be acquired.

Project Manager – Responsible party within the Using Agency who is responsible for coordinating the acquisition of the project between the using agency and the seller.

Purchase Order - A Purchase Bureau document formalizing a purchase transaction with a Contractor. The result of a contract award, it is a contract between the Contractor and the State of New Jersey.

Project Area - One or more tax lots being surveyed simultaneously or as part of the same site-specific engagement.

Quotation - based upon the price lists in the contract, the contractor's cost to perform the work required in the Site Specific Engagement request for proposal.

Revision - A change made in the scope of acquisition, either in the area of an individual parcel or the interest to be acquired, i.e., fee or easement.

Site-Specific Engagement – (a) The body of work performed after notification of engagement has been sent by the State to a Contractor on a specific site, pursuant to the terms and conditions of this contract, including performance in accordance with Green Acres Guidelines if applicable); (b) a land survey contract for a particular project area and the detail sheet.

State Surveyor – A Contractor employed by the New Jersey Department of Environmental Protection or other Using Agencies who is responsible for the technical aspects of the land survey contract and land survey document review for the Green Acres Program or other Using Agencies.

State's Project Manager - The individual assigned by the State to be responsible for coordinating the activities of the Contractors.

Survey Contract Manager – Responsible party within the Using Agency who is responsible for the administration of the land survey contract. The Green Acres Survey Contract Manager solicits the request for quotation on site-specific engagements, receives all contract deliverables, and processes vouchers for final payment.

Sweep Survey – (a) In the context of land surveys and title in New Jersey, a survey of lands previously held by the Board of Proprietors of Eastern New Jersey or the Board of Proprietors of Western New Jersey for the purpose of including any “vacancies” or unconveyed parcels that may exist between survey returns or prior conveyances from the Boards of Proprietors. (b) A similar process applied by the Using Agency when the survey on the ground indicates that more land exists than may be described within the deed of record for the parcel being surveyed.

Survey Update - A report or survey reflecting the current physical status of the property, showing alterations caused by the passage of time since the original survey. Updates shall include but not be limited to physical changes in fences, tree rows, hedges, streams, ditches or buildings which influence property line determination, property value, or tax lot designations.

Vacancy – In the context of land surveys and title in New Jersey, the sliver of land that exists between “survey returns”, or conveyances, made by The Board of Proprietors of Eastern New Jersey or The Board of Proprietors of Western New Jersey such that, having never been conveyed, is still owned by the respective Board of Proprietors.

3.0 SCOPE OF WORK

Scope of Work for Professional Land Surveying Services

3.1 REFERENCE TO LAWS

All survey work will be performed in accordance with New Jersey laws, court rulings and administrative codes pertaining to land surveying: NJSA 45:8 et seq., NJAC 13:40-1.1 et seq., the Map Filing Law, NJSA 46:23-9.9, and other laws pertaining to this professional activity. State Government is exempted from certain statutory laws and administrative rules.

The Contractor shall be required to obtain and maintain, during the term of this contract, all licenses, permits, certifications, authorizations, or any documents required by federal authorities, State authorities, county and municipal governments, whenever necessary, to perform this contract.

3.2 REFERENCE TO SPECIFICATIONS

All requirements of accuracy for conventional or Global Positioning System (GPS) surveying shall meet or exceed a positional accuracy defined as the federal classification for Third Order, Class I accuracy as stated in "**Standards and Specifications for Geodetic Control Networks**", Federal Geodetic Control Committee (FGCC) September 1984 downloadable from the publication section of the Wisconsin State Cartographer's Office: http://www.geography.wisc.edu/sco/surveying/data_access.php

3.3 BASIS OF BEARINGS

The basis of bearings for all surveys performed under this contract will be the New Jersey Plane Coordinate System NAD 1983, unless the Site-Specific Engagement or Notification of Engagement award specifies an alternate bearing system. NAD 1927 Datum may be projected/converted to NAD 1983 Datum using the Federal CORPCON software, or its substantial equivalent, to make this conversion. The grid factor shall be applied to the Northing and Easting values in US Survey Feet of the parcel's description point of beginning, but not to horizontal survey distances in US Survey Feet. The north arrow shown on the plan must indicate the Bearing Base or reference north.

3.4 TYPES OF SURVEY ACTIVITIES THAT MAY BE REQUIRED BY THIS CONTRACT:

3.4.1 CONTROL SURVEYS – NEW JERSEY STATE PLANE COORDINATE SYSTEM NAD 83

The Using Agency shall provide specific guidelines and specifications to the Contractor for any control/GPS surveys that may be requested, independent of property survey work in a Site-Specific Engagement.

Relative to property surveys, Control Survey work is required to obtain the basis of the bearing system or north reference. The description point of beginning shall also include NJSPCS Grid coordinate values stated in US Survey feet, stated to two decimal places. All property surveys shall be described in this modified NJSPCS NAD 83 bearing system with all ground distances in US Survey feet stated to two decimal places. Published State and federal control monument location and control data are the preferred starting data for Control Surveys, and can be obtained from the New Jersey Department of Transportation, Geodetic Survey division. Prior land survey work prepared for NJDEP may also be used for starting data; however the Contractor's surveyor will be obligated to verify that bearing base and coordinate values are correct whenever published information is not used as the source and basis of the NJSPCS NAD 83 coordinate system. The data used and other requirements may be specifically waived or modified by the Using Agency.

In all cases, the graphic north arrow on the plan must identify the bearing system and, when applicable, NJSPCS NAD 83 and adjustment basis. Additionally the plan must contain a factual note that explains how the bearing system for the Project Area was established and identifies the state or federal control stations used. If an alternate system is specified by the Using Agency, the filed map number or recording information of the deed used must be stated in a note and labeled on the north arrow.

All requirements for positional accuracy shall meet or exceed the former Federal Standard for Third Order, Class I accuracy whether conventional surveying methods including traversing, triangulation or trilateration or modern surveying methods of using Global Positioning System GPS are used.

3.4.2 PROPERTY SURVEYS

Control Survey work is also required to obtain the basis of bearings or north reference and beginning coordinate values which shall be NJSPCS NAD 83 for all property surveys, unless specifically waived or modified by the Using Agency at the time a site-specific engagement is requested.

All property lines of the surveyed parcel must form closed polygons: all sides must be defined by mathematical survey expressions with angular units being degrees, minutes, and whole seconds of arc. Horizontal distances, vertical elevations, radii of curves, lengths of arc, and New Jersey Plane Coordinate values of Northing and Easting shall be stated in horizontal ground US Survey feet stated to two decimal places.

All requirements of accuracy and standards, whether conventional surveying methods of traversing, triangulation, trilateration, or Global Positioning System (GPS) methods are used, shall provide similar positional accuracy that would meet or exceed the former Federal Standard for Third Order, Class I accuracy.

Unless otherwise directed by the Using Agency in any Site-Specific Engagement, a separate plan of survey and description of property shall be prepared for each tax lot or group of contiguous tax lots in common ownership. Lots that are in common ownership but are not contiguous may be grouped onto a single plan only if detail and clarity of information is not sacrificed when the scale of the plan is reduced.

The Contractor shall, on behalf of the Using Agency, file each plan of survey that has been prepared in accordance with Green Acres Guidelines for open space or recreational use of property with the county recording officer in accordance with specific portions of the New Jersey Map Filing Law, unless otherwise directed by the Using Agency in any Site-Specific Engagement. Such plans shall be presented for filing within 30 days of notification of closing by the Using Agency.

A metes and bounds description of the property surveyed is required for every property survey conducted, unless specifically waived or modified by the Using Agency at the time a Site-Specific Engagement is requested. The description shall be a separate document apart from the plan of survey and shall be prepared on company letterhead that includes the survey contract vendor's name, street and mailing addresses, telephone and fax numbers, company Email address, and company webpage (if any), and shall be signed, sealed and dated by the surveyor responsible for the survey. Each description shall have attached a reduced copy (8-1/2" by 11") of the survey plan from which it was written.

3.4.3 TOPOGRAPHIC SURVEYS

When topographic surveys are specifically requested as part of any Site-Specific Engagement, the topographic surveys, as a minimum, will be performed using conventional or GPS leveling methods that shall provide similar positional accuracy that would meet or exceed the former Federal Standard for Third Order, Class I accuracy for published NGVD 1988. The contour interval shown on any plans shall be ten (10) feet unless the Site-Specific Engagement specifies an alternate interval. Unstable spot elevations on ground positions must be stated in feet to one decimal place (0.1'), and stable positions such as on monuments or concrete must be stated in feet to two decimal places (0.01'), unless the specifications and guidelines being furnished with the detail sheet for a Site-Specific Engagement request specifies an alternative increment.

3.4.4 FRESHWATER WETLANDS SURVEY SERVICES

When work involving wetlands is specifically requested, it shall be one of two types identified at the time that price quotes are solicited for a Site-Specific Engagement: SHOW WETLANDS or DELINEATE WETLANDS.

3.4.4.1 SHOW FRESHWATER WETLANDS

Site-Specific Engagements requesting that the wetlands be shown on the final plan of survey requires that the Contractor obtain copies of the appropriate New Jersey Freshwater Wetlands map for the area from the office of the county recorder or clerk. The upland limit line for those areas coded "01" on the Wetlands map must be reproduced, and an approximate estimate of wetlands area in acres on the plan must be derived to one decimal place (0.1 acre). The upland limit lines may be digitized or mechanically reproduced. The areas may be derived from the digitizing process or by planimeter, provided that the duplicated line is within 0.5 percent accuracy of the depiction of that upland limit line on the original source material. The mapped or digital source of upland limit line information must be provided (title of data or map, date, preparer, etc.).

3.4.4.2 FRESHWATER WETLANDS DELINEATION SURVEY

Site-Specific Engagements requesting that the wetlands be surveyed delineated or field investigated require that the Contractor engage an environmentalist, on file with NJDEP as proficient in New Jersey freshwater wetlands investigations. The environmentalist shall delineate the wetland areas in the field in accordance with adopted wetlands criteria in New Jersey. The Contractor shall field-locate each marked position, add the wetlands areas to the survey plan, provide areas in acres to two decimal places (0.01 acre), and label the wetlands area on the survey. Additionally, the wetlands buffer areas of 50 feet, 100 feet, or 150 feet as indicated by the environmentalist must be shown on the survey, with buffer areas calculated to two decimal places (0.01 acre).

The survey plan shall contain a Wetlands Delineation Information block that includes the environmental firm's name, street and mailing addresses, telephone and fax numbers, and company Email address. The Wetlands Delineation Information block shall be signed and signed by the individual environmentalist responsible for the delineation. The date of the delineation and for whom it was prepared must appear in the Wetlands Delineation block on the survey. The environmentalist shall provide an original signature in the Wetlands Delineation Information block on the original survey plan and on each paper copy or print made. Other specifications and guidelines, if any are needed, shall be furnished at the time wetlands delineation is requested as part of a Site-Specific Engagement.

SEE Exhibit #1 WETLANDS DELINEATION INFORMATION

3.4.5 GEOGRAPHIC INFORMATION SYSTEM/LAND INFORMATION SYSTEM (GIS/LIS) SURVEY COVERAGE DATA DEVELOPMENT

When GIS/LIS Survey coverage data development is requested by the Using Agency, the Contractor is required to prepare a single layer digital drawing of the surveyed parcel property lines and any interior lot lines of the surveyed property from land survey plans, deed descriptions, or maps provided by the Using Agency. The file must be created at its true New Jersey Plane Coordinates NAD 1983 position and the view must be un-rotated so that the NJPCS north points orthographically vertical in the screen. The polygon shall be created from the coordinate geometry of its survey point of beginning through the final course of survey and terminus point using deeds or surveys or digitized from mapping supplied.

The file is to be named using the four digit owner Offer or File number or the first eight letters of the property owner's last name, unless multiple files are combined in a project area. If this is the case, the first eight letters of the project name shall be used. The file must be devoid of text annotation, color, symbol, or special text codes, and in a single layer. The data must be converted to a .dxf format and submitted on 3.5-inch high-density diskette or CDR media. Additional specifications and guidelines for a specific data collection activity may be furnished at the time that price quotes are solicited for a Site-Specific Engagement.

3.4.6 OTHER SURVEYS

When other types of surveys such as ALTA or other professional surveying or geographic/land information system services are requested, specifications and guidelines will be furnished at the time that price quotes are solicited for a Site-Specific Engagement.

3.5 GREEN ACRES GUIDELINES FOR LAND SURVEYS

3.5.1 GENERAL REQUIREMENTS FOR ALL WORK

3.5.1.1 RESPONSIBILITY FOR WORK

The Contractor shall be the primary point of contact for this contract. The Contractor shall be responsible for obtaining all deeds, records, maps, measurements, and evidence to conduct a correct and accurate land survey and for providing all deliverables according to the contract. The Contractor shall insure that the plan of survey and corresponding Description of Property shall be prepared and presented in the format as specified, attested to by the New Jersey Licensed Land Surveyor's embossed seal and original signature. The Contractor is responsible for checking all work and insuring that the deliverables are forwarded in the format specified in the Deliverables section of the contract to the Using Agency within the time period specified in the engagement award.

3.5.1.2 SUPERVISION

The Contractor is responsible for coordinating the research and supervising the field work and document preparation associated with the land survey. Evidence of personal supervision is signified by the original signature and raised seal of the Land Surveyor on each land survey document submitted, except as may be provided in these guidelines. It is for this reason that rubber stamps or digital signatures of the Land Surveyor are not acceptable.

3.5.1.3 RESEARCH

The Contractor is responsible for coordinating the research necessary to obtaining sufficient documentation and evidence to render a survey plan which is correct as well as accurate to the stated specifications and standards. For Site-Specific Engagement bidding purposes, the Contractor shall be prepared to conduct all the research required to complete the work by the due date. Land survey plans for adjoining state owned property may be obtained from the administering division or from the original survey firm that prepared the work for the NJDEP.

3.5.1.4 FIELD PROCEDURES AND CREW RESPONSIBILITIES

The Contractor shall be responsible for the work of all survey crews operating from the firm. The survey crew shall endeavor to cause as little inconvenience as possible to property owners when conducting the field survey.

Whenever possible, random traverse lines shall be run within the property being surveyed rather than upon the lands of an adjoiner. If traverse lines are run upon the lands of an adjoiner, no clearing of lines shall be conducted without the prior written consent of the party whose name appears as the property owner on the tax rolls of that municipality.

Painting and flagging evidence shall be kept to a minimum, and permanent paint shall not be used on lands of the adjoiner without prior written consent of that landowner. Littering or damaging any property may subject the offending contractor to possible civil action.

Large trees shall not be cut to clear line without the prior consent of the Using Agency. Brushing-out of lines on adjoining land shall be kept to a minimum and is only permitted with the prior written consent of the owner. Brushing-out of lines on future State property shall be kept to a minimum. The Contractor is responsible for compliance with regulations, including procuring permits with regard to disturbance of wetland vegetation. Copies of the written consent documents, if any, must be forwarded to the Using Agency with the final deliverables.

3.5.1.5 COST ESTIMATING

The Contractor shall be responsible for preparing accurate proposals to cover all projected costs associated with the completion of work in accordance with the contract and the Site-Specific Engagement request to the satisfaction of the Using Agency. Failure on the part of the Contractor to adequately forecast costs will not be accepted as a justification for payment beyond the original cost proposal.

3.5.1.6 NOTIFICATION OF PARTIES AND SURVEYORS' RIGHT OF ENTRY

The Contractor shall prepare and send fax and written notices as prescribed herein that their firm has been awarded a contract to conduct a land survey of the property and the scheduled period of time that survey crews are scheduled to be present on the property.

3.5.1.6.1 AGENCY FAX NOTIFICATION

Prior to starting any field work, the Contractor must notify the Administering Agency BY FAX that the survey firm has been engaged to perform property survey work on the site identified by the notice and the dates that field crews will be present. The notification is to be made using the sample division notification and sent by facsimile transmission (fax) to the appropriate Using Agency representative. The paper copy of the fax letter is to be forwarded to the using agency as a deliverable with all other notifications.

SEE Exhibit 2 – AGENCY FAX NOTIFICATION

3.5.1.6.2 PROPERTY OWNER, ADJOINERS AND POLICE NOTIFICATION

The Contractor must send written notice to the property owner (or designated representative), and any adjacent property owners upon whose land it may be necessary to enter to complete the survey. The notice shall be reproduced as prescribed on company letterhead with a copy being sent to the police department of the municipality where the job is located and to the Using Agency as a deliverable.

SEE Exhibit 3 –NOTIFICATION OF ENTRY LETTER

3.5.1.6.3 OTHER NOTIFICATIONS

It shall be the responsibility of the Contractor to determine if other notifications shall be necessary. Copies of any notices shall be provided to the Using Agency as confirmation with all other survey deliverables.

When digging will be necessary, the Underground Facility Protection Act, NJSA 2C:17-5, requires a phone call to 1-800-272-1000 three (3) business days prior to digging to request that underground utilities be marked out on site.

If it becomes necessary to enter the property without the permission of the owner, there are three (3) statutory provisions allowing entry:

- 1) The Surveyor's Trespass Law, NJSA 45:8-44.1, to go on, over and upon lands of others during reasonable hours to make a land survey;
- 2) As an agent of the Commissioner of the Department of Environmental Protection, pursuant to NJSA 13:8A-16, land surveyors may enter on any lands for the purpose of making surveys and/or other inspections;
- 3) Pursuant to the provisions of Preliminary Entry of the Eminent Domain Statute, NJSA 20:3-16, agent surveyors of a prospective condemner may enter lands during reasonable business hours to make a land survey.

Each statute requires that written notice must be sent via the United States Postal Service as Certified Mail, Return Receipt Requested. Such notice, if required, shall be sent prior to entry and the notice shall be reproduced on the letterhead of the survey firm, substantially in accordance with sample Notification of Entry Letter. See Exhibit # 3.

3.5.2 GENERAL LAND SURVEY REQUIREMENTS AND ACQUISITION CONCEPTS

3.5.2.1 GREEN ACRES GUIDELINES FOR LAND SURVEYS

The plan of survey must provide all of the information required for the acquisition of land in fee or easement with funding provided under the Green Acres Program and not just the minimum standards for land surveyors defined by the State Board at N.J.A.C. 13:5.1 et seq.

3.5.2.2 SURVEY REPORT

The plan of survey is the survey report. The Contractor is responsible for preparing a plan of survey that serves to identify the results of the land survey and provides the basis for the preparation of a separate legal metes and bounds type description of property which shall not in any way be construed as modifying the apparent intention of the parties. Most special boundary or title situations found in the course of research or used as the basis of the survey may be explained in factual notes that are included on the plan of survey. Some special situations discovered in the course of conducting the survey may necessitate preparation of a separate factual letter for clarification.

If specified by the Using Agency in a Site-Specific Engagement, the Contractor shall prepare a separate Corner Marker Description Sheet for each property corner marker that has been set under the Notification of Engagement. The sheet shall include the Corner Number, physical description of mark set, project information, seller information, location of mark, and information regarding the firm or individual surveyor that set the marker. The sheet shall also include a cap detail, a sketch showing proximity to field witness marks and a photograph of the mark that views the south side of the marker, looking northward. The Corner Marker Description Sheet shall be in a form specified by the Using Agency.

3.5.2.3 NEW JERSEY MAP FILING LAW

Surveys prepared for the acquisition of land in fee or easement with funding provided under the Green Acres Program shall be presented to the county recording officer for filing on behalf of the Using Agency by the Contractor within thirty (30) days of notification by Using Agency that the property has been acquired. Since all surveying, mapping, and certification requirements of the Green Acres Guidelines for Land Surveys are substantially in accordance with the New Jersey Map Filing Law NJSA 46:23-9.9), only the surveyor's certification and certification by the municipal clerk relative to planning board or zoning board views or approvals shall be required pursuant to the New Jersey Map Filing Law, unless this requirement is waived or modified by the Using Agency.

3.5.2.4 DEGREE OF CARE

Special care shall be taken to insure accuracy, consistency, and clarity in all documents being prepared, since Green Acres participation and resultant restrictions insures that lands are retired from development pressure and the land survey plan and corresponding metes and bounds description will likely be the last ones prepared or recorded for that parcel. The liability for this work extends indefinitely, because the Surveyor's Statute of Limitations does not apply to survey work prepared for governmental agencies.

3.5.2.5 MUNICIPAL TAX LOTS

The Detail Sheet supplied with the Site-Specific Engagement will indicate the municipal tax block and lots to be surveyed. A copy from a tax map indicating the area and lots to be surveyed may also be supplied. From this information, the surveyor is required to obtain recorded deeds and other evidence to conduct the survey. The Contractor shall maintain the integrity of the municipal tax lots. Internal lot lines and individual areas per lot shall be stated on the plan, and individual lot area shall be restated in the metes and bounds description. If the Site-Specific Engagement dictates the acquisition of a portion of a tax lot, no attempt shall be made by the Contractor to assign new lot numbers to remaining lands, unless this provision is modified by the Using Agency.

3.5.2.6 SURVEY TO FOLLOW DEED LINES

The lines of the survey are to run with the lines indicated in the deeds of the chain of title for the subject property. Survey lines for lots created by a filed map extend to centerlines of paper streets. When no metes and bounds deed description for the subject property exists, the survey may be conducted from adjoining deed information and the plan must be annotated, "SURVEYED AS IN POSSESSION FROM ADJOINING RECORD DEEDS". The entire lot shall be surveyed and described by metes and bounds. Any lands to remain with the grantor shall become an exception to the description of the entire lot. The total area as surveyed is then also subject to other existing conditions, such as paramount public rights in road rights-of-way, public rights in rivers or claims of the State of New Jersey in tidelands as shown on public claims maps, or private access or utility easements found in the course of preparing the survey.

3.5.2.7 PUBLIC ROAD RIGHTS-OF-WAY AND RIVERS

The principles of dedication of land for road purposes shall be considered by the Contractor. The survey lines and corresponding metes and bounds description are to run with the lines of the deed description as written in the record unless the site-specific engagement request directs some other course of action. If the fee title extends to the center of a public road or river, the survey lines shall run to the center of the public road or river.

The property will be acquired in fee, SUBJECT TO THE PARAMOUNT RIGHTS OF THE PUBLIC, with the area(s) of those public rights stated. For areas of easement to be obtained, the area of easement shall not extend into public road rights-of-way, but shall extend into the river or watercourse. The survey must also provide the bearings and distances of the road right-of-way sidelines, as well as the area within the public right-of-way. If there has been no dedication information found or the tax map (which is a document of last resort) does not define the width for the sidelines of the right-of-way, the area of the right-of-way is defined as the area of the paved or traveled portion of the road bed. The survey must indicate recording information for maps, deed book number and page number, or other pertinent information regarding the dedication of public ways. The area in a public road right-of-way or a navigable river is subject to the paramount rights of the public and also possible private rights. The area of each shall be stated on both the plan and in the description, and is deducted from any net area stated for the lot.

3.5.2.8 PRIVATE RIGHTS-OF-WAY AND EASEMENTS

Private rights-of-way and easements for roads crossing the parcel being surveyed must also be shown with record or physical width provided. If record information exists regarding the creation and dimensions of private rights in the project area, that information is to be provided. Only if no record data as to location and width exists shall the physical location and width of the use by any individual or entity other than the record owner suffice. The survey must indicate recording information for maps, deed book and page number, or other pertinent information regarding the creation of the private easements. Calculation of the area of private easements is not required on the plan or in the description. The new metes and bound description may generally refer to the easement rights in a qualifying clause, i.e. SUBJECT TO, without actually describing, the easement by metes and bounds.

3.5.2.9 DEED CONFLICTS

The Contractor is responsible for obtaining all records, measurements and evidence to prepare a correct and accurate land survey, and shall present information on the plan of survey to show how the record condition now exists or fits on the ground. As a result of this research, the Contractor may uncover areas of title uncertainty such as a gore area between deeds, deed overlaps, or other areas of ambiguity. To demonstrate that adjoining records have been examined, the plan of survey must indicate information for all adjoiners, including the name of the record owner, the municipal tax block and lot, and the deed book and page number for adjoining parcels. The Contractor may be able to render a professional opinion as to how a deed problem was created. Conflicts with adjoining deeds that are not resolved in the process of boundary analysis by the Contractor must be shown as deed overlaps or deed gores on the plan of survey. Descriptions prepared by the Contractor may enable the Using Agency to correct the records and clear title to land.

3.5.2.9.1 RECORD GORE AREAS

A gore between adjoining deeds may be the result of a true VACANCY dating back to a conveyance out of the Board of Proprietors of Eastern or Western Divisions of New Jersey. Deed gores are to be defined by bearings, distances, and area, both on the survey plan and in a separate metes and bounds description, with references to tax lot and block numbers. A separate metes and bounds description of the gore area with appropriate copies shall be prepared in every case to provide the Using Agency the opportunity to obtain a quit claim deed to the gore area from the Board of Proprietors or the sellers and the adjoiners as appropriate. The gore area shall be drawn on all survey plans of lots being surveyed. This description shall agree with the results of the survey plan to which it refers in every particular, and for that reason, the description must not include any information that does not appear either graphically or in a factual note on the survey plan. A reduced copy of the survey plan (8-1/2" by 11") must also be attached to each copy of the description.

3.5.2.9.2 RECORD OVERLAP AREAS

Areas of deed description overlaps are to be defined by mathematical survey expressions and area, both on the survey plan and following a qualifying clause in the metes and bounds description of the property, with references to tax lot and block numbers stated. The overlap area shall be drawn on all adjoining survey plans of lots being surveyed. The overall metes and bounds description of a property shall agree with the results of the survey plan to which it refers in every particular, and the overlap area shall be described by metes and bounds following a qualifying clause (i.e. SUBJECT TO AN OVERLAP...). The area of overlap shall also be stated for each Tax Block and lot, so that the net area of each surveyed lot is known and stated both on the plan and in the corresponding metes and bounds description. The description must not include any information that does not appear either graphically or in a factual note on the survey plan. A reduced copy of the survey plan (8-1/2" by 11") must also be attached to each copy of the description.

3.5.2.10 CORNER MARKING AND LINE MARKING

Pursuant to rules of the New Jersey State Board of Professional Engineers and Land Surveyors, the Contractor is responsible for determining the Ultimate User (Purchaser(s)) of the survey, the survey plan, and the corresponding description. The Ultimate User shall be considered to be the Using Agency and the State of New Jersey. To clearly define where corner markers must be set and where they may be omitted, the following sub-sections of this RFP shall apply.

3.5.2.10.1 SETTING CORNER MARKERS

Corner markers shall be set at the perimeter limits of a fee simple project area where the property being surveyed adjoins private lands not owned in fee by the Using Agency or not being acquired in fee as a part of the same project. Corner markers shall also be set at the perimeter limits of all public access easement corridors except where the public access easement corridor adjoins lands owned in fee by the Using Agency or is being acquired in fee as a part of the project. Corner markers shall also be set at the perimeter limits of all conservation easements. Corner markers shall be set at the intersection of a public road right-of-way line with a perimeter limit line of the project. These provisions shall apply to both fee acquisition and easement area acquisitions. Internal lines within a lot marking a public access easement corridor limit shall be marked under the same guidelines as a fee acquisition. Corners of exception areas shall also be marked. Corner markers for such residential exception areas that fall in a tilled field shall, in addition to having a surface marker set, have a detectable subsurface marker set not less than 1.5 feet below the surface. The requirement to mark corners may be clarified or modified by the Using Agency in a Site-Specific Engagement.

3.5.2.10.2 OMITTING MARKERS

Corner markers shall be omitted where the corners are within the right-of-way or along the right-of-way line of a public road (except at the intersection of the right-of-way line with a perimeter limit line of the project, common with a private adjoiner). Corner markers may also be omitted where such corners are common with other lands owned by the Using Agency, the corners are within the project area limits (i.e. internal tax lot corners), the corners are common with other lands being acquired as part of the overall project area

being surveyed, or where the corners fall within a waterway, water impoundment, or vertical escarpment, unless, in the professional judgment of the Contractor, the corners should be set. Corner markers that are omitted must be identified on the plan as omitted by contractual agreement using the language required by the State Board of Professional Engineers and Land Surveyors. (See NJAC 13:40-5.1/d).

3.5.2.10.3 Found Markers

In instances where a corner marker would otherwise be set but during the course of conducting the survey, a corner marker is found in the field to be within a radius of 1.5 feet of the true corner as calculated by the Contractor, such corner shall be considered as marked. No new corner marker shall be set, except if this corner is the only alternative for use as the description point of beginning. The plan of survey shall clearly indicate the relationship of the found marker to the true calculated corner per the Contractor's calculations. Such relationship shall be shown graphically on the plan by north or south and east or west offset distances from the true corner and in a corner detail, if necessary for clarification. Provide the size, type and description of the marker, including cap color and identity. If a marker is found on a corner for which a monument is specified to be set, the Contractor may set the monument as a line marker, set the monument on an alternate corner, or reduce the fee for the Site-Specific Engagement if no new monument is set.

3.5.2.10.4 OFFSET MARKERS

At the time of the survey, any marker that cannot be set because the location of the corner is inaccessible must be set on an offset. The marker must be set on the property line as near to the corner as is practical. The disk or cap shall be stamped OFFSET and the actual distance in US Survey Feet to the corner shall be clearly indicated on the plan, stated to two decimal places.

3.5.2.10.5 PUBLIC ACCESS CORNER MARKERS

Corner markers shall be set to physically identify the location of all public access trail corridors whether such corridors are being acquired in fee or by easement interest, unless this requirement is specifically waived or modified by the Using Agency in the Site-Specific Engagement. All such corridors shall be marked on both sidelines at each angle point and where the corridor sidelines intersect a public road right-of-way or the subject property boundary.

3.5.2.10.6 THREE MONUMENT MINIMUM

To maintain the coordinate system for potential future surveys or re-surveys, the Contractor shall set a minimum of three monuments for corner markers, visible from one to another if at all possible, at each grouping of contiguous parcels in a project area. One monument shall be selected as a description point of beginning, for which the NJPCS Northing and Easting values must be stated. If the corner selected to be the Description Point of Beginning was found previously marked, then a monument must be set on an alternate corner to maintain the three monument minimum requirement. If all original corner markers are found undisturbed, line markers shall be added as accessories to those corners to fulfill the requirement for three new monuments. If original undisturbed corner markers consist of pins within 1.5 feet of the record location, these may be replaced by one of the three required monuments or shored up in place with concrete, but the final report and survey must specify what was replaced or changed.

3.5.2.10.7 CAP DETAIL

To indicate the casting and stamping of each type of cap, disk, shiner, etc. actually set to mark corners, a detailed enlargement, not necessarily drawn to scale, shall be depicted on the survey plan. Each corner marker set in the field shall bear the name of the Contractor's firm and shall be stamped with the year set and the corner number.

3.5.2.10.8 ACCEPTABLE CORNER MARKERS

All corner markers shall contain a standard 3-1/2 inch or 2-1/2 inch bronze or aluminum disk that bears the name of the Contractor's firm and shall be stamped with the year set and the corner number. Corner markers shall generally be set flush with the ground except in rural, unimproved areas where the top of the marker may extend not more than 0.2 foot above the ground surface. The Using Agency reserves the right

to specify the cap design and marker type or to supply corner markers or monuments in a site-specific engagement RFP.

3.5.2.10.8.1 DISKS

Disks may be used for corner markers if the calculated survey corner falls on a large boulder or on poured concrete slabs, curbs, bridges, or walls. Each disk shall be a standard 3-1/2 inch or 2-1/2 inch bronze or aluminum disk set and cemented in a drill hole. The disk may be of such other materials or design approved by the Using Agency for the site-specific engagement.

3.5.2.10.8.2 MONUMENTS

All monuments set shall be one of two types: pre-cast or poured in place and set flush, but not more than 0.2 foot above the ground surface. Monuments shall be constructed of reinforced concrete, detectable with a ferrous or magnetic locator, not less than 4 inches square on top, not less than 4 inches square on the bottom, not less than 30 inches in length, and displaying a standard 3-1/2 inch or 2-1/2 inch bronze or aluminum disk. Monuments may be prefabricated of other materials or design if pre-approved by the Using Agency for the site-specific engagement.

3.5.2.10.8.3 SUBSURFACE MARKERS

Corner markers for a residential exception area to an easement acquisition that fall in a tilled field shall, in addition to having a surface marker set, have a ferrous or other metal detectable subsurface marker set not less than 1.5 feet below the surface. The requirement to set subsurface markers or mark these corners may be clarified or modified by the Using Agency in a Site-Specific Engagement or by mutual agreement of the Using Agency and the Contractor at the time of the survey.

3.5.2.10.8.4 REBAR

All other corner markers other than disks or monuments shall consist of minimum 1/2 inch diameter rebar pins, driven to a point of refusal but shall not be less than 24 inches in length. Larger diameters or longer lengths may be necessary to deter vandalism or removal. All rebar pins when set shall contain a standard 3-1/2 inch or 2-1/2 inch bronze or aluminum disk. Plastic caps are not acceptable for marking corners. Corner markers shall generally be set flush with the ground except in rural, unimproved areas where the top of the marker may extend not more than 0.2 foot above the ground surface. The Using Agency reserves the right to specify the cap design and marker type or to supply corner markers or monuments in a Site-Specific Engagement.

3.5.2.10.9 FLAGGING CORNERS

For each corner marker that is found or set in the field, a witness lath shall be placed within the surveyed property not more than 2 feet from the marker. To aid the Using Agency with identification and recovery of corner markers, the lath shall extend above the ground by 2 feet, labeled with the corner number, and three bands of orange surveyor's flagging shall be attached to the lath. This requirement for lath and flagging shall also apply to markers set on an offset to corner or pins set on line except that only one band of flagging is required. This does not apply to random traverse points set in the field, and it is recommended that an alternate flagging color be selected for each purpose. It is strongly recommended that the colors of each type of flagging used for each purpose be communicated to the Using Agency contact person.

3.5.2.10.10 SETTING LINE MARKERS

In addition to corner markers, line markers shall be set when the perimeter of a project area being surveyed and acquired in fee simple or as a public access corridor adjoins private lands not owned by the Using Agency in fee or as part of a public access corridor easement. Line markers may be omitted when the adjoining land is being acquired by the Using Agency as a part of the same project. Line markers must be set when the adjoining land is owned by an agency other than the Using Agency. These provisions shall apply to both fee acquisitions and easement with public access area acquisitions. Additionally, public

access easement corridors shall be marked under the same guidelines as a fee acquisition. Line markers shall be set at approximately 250 feet to 300 feet intervals to aid the agencies in identifying and locating long property lines in excess of 500 feet between corner markers. Only long lines for which corner markers must be set shall be further marked in this manner. The distances between line markers shall be noted on the plan of survey, stated as a horizontal distance in US Survey Feet to two decimal places. This requirement to set line markers may be modified or waived by the Using Agency in a Site-Specific Engagement.

3.5.2.10.11 OMITTING LINE MARKERS

Line markers shall be omitted where the line is within or along the right-of-way line of a public road, or where the line falls within a waterway, water impoundment, or vertical escarpment. Individual line markers may be omitted when the line runs along a physical wall, a fence, or other physical feature, provided that the physical feature is identifiable in the field and the distance to the line can be clearly identified on the plan of survey. Line markers may also be omitted along lines that are common with other lands owned by the Using Agency in fee simple or as a public access easement, or lands being acquired by the Using Agency as part of the overall project area being surveyed. The Contractor may omit line markers on lines that are internal to the perimeter of the survey lines or when this requirement is modified by the Using Agency in a Site-Specific Engagement.

3.5.2.10.12 ACCEPTABLE LINE MARKERS

3.5.2.10.12.1 REBAR

When used for marking the line, rebar shall consist of minimum 1/2 inch diameter rebar pins, driven to the point of refusal, but shall not less than 24 inches in length. Larger diameters or longer lengths may be necessary to deter vandalism or removal. All rebar pins when set shall contain a standard 3-1/2 inch or 2-1/2 inch bronze or aluminum disk or a plastic cap, any of which are acceptable for line markers when marked with the surveyor's identification. However, plastic caps on rebar are not acceptable for marking corners and not acceptable for marking offsets to inaccessible corners.

3.5.2.10.12.2 DURABLE FIBERGLASS POST

When a pin and cap are not practical to mark the line, such as through a field or marsh, the perimeter lines may be marked by setting durable orange or white fiberglass posts, Carsonite or similar material, six (6) feet in length. If fiberglass posts are set, the flattest side of the post shall face away from the property being surveyed, to allow for the attachment of signage.

3.5.2.10.13 FLAGGING LINE MARKERS

For each line marker that is set (or found in the field within 1.5 feet of line), a witness lath shall be placed within the surveyed property not more than 2 feet from the marker. To aid the Using Agency with identification and recovery of corner markers, the lath shall extend above the ground by 2 feet, be labeled as line marker, and one band of orange surveyors flagging shall be attached to the lath. This does not apply to random traverse points set in the field, and it is recommended that an alternate flagging color be selected for that purpose.

3.5.2.11 ORIGINAL SIGNATURE AND SEAL

All original type mylars and all paper copies of full size survey plans (not reduced plans) and all metes and bounds descriptions shall be signed and sealed by the New Jersey Licensed Professional Land Surveyor who is responsible for the preparation of the field survey, the survey plan, and the metes and bounds descriptions. To assure that the products are those of the licensee, the signature must be handwritten in ink on each original and paper copy of the plan of survey and on each metes and bounds description. Rubber stamp signatures or computer-generated signatures are unacceptable.

3.5.3 SPECIFIC STANDARDS FOR PLAN OF SURVEY

3.5.3.1 PLAN SIZE

The full-size final mylar and paper copies of the survey plan shall be either 30 inches by 42 inches or 24 inches by 36 inches, as provided by the New Jersey Map Filing Law. Prior to submittal to the Using Agency, all paper copies of the survey plan shall be folded to a size of approximately 8-1/2 inches by 11 inches, with the Standard Title Block facing up. Unfolded paper copies of the survey plan are not acceptable. The full-size reproducible mylar of the survey plan shall be rolled and submitted without any creases. The reduced survey plan attached to each metes and bounds description shall be no smaller than 8 ½ inches by 11 inches from cut edge to cut edge and include all of the image of the original survey plan, including border lines. If it becomes necessary to produce a booklet type plan of the area surveyed, the first sheet or cover sheet of any such booklet must be an index to show alignment with the remaining sheets of the survey. Each sheet must contain the required elements of the survey such as title block, north arrow, signature and seal, Legend of Acquisition, etc.

3.5.3.2 ORIENTATION

Survey information and the graphic depiction of the parcel on the plan shall be drawn so that north points generally upward or to the left when viewing the plan in a landscape view, or generally upward or to the right when viewing the plan in a portrait view.

3.5.3.3 CLOCKWISE BEARINGS

Bearings shall be drawn on the map so that the corresponding metes and bounds description of the parcel will read in a clockwise fashion. Bearings may have to be indicated in both forward and reverse directions on the plan of survey, with a small arrow to show the direction that the bearing runs, to provide both quadrants when needed for the description.

3.5.3.4 SCALE

Clarity of information will determine the actual scale of the plan. Standard engineering scales in feet in increments of 10 feet between 10 feet and 100 feet increments of 100 feet between 100 feet and 500 feet are required, unless an alternate scale is requested in the Site-Specific Engagement or by the Using Agency. A bar scale of the overall plan shall be drawn on the plan. An enlargement detail may be drawn to an alternate scale from the overall plan but a detail drawn to show encroachment or marker dimensions relative to the survey line is not required to be drawn to scale. Enlargement details are recommended in many instances to show relationships of calculated corners to evidence found.

3.5.3.5 LINE AND CURVE TABLES

Line and Curve Tables are confusing and difficult for lay persons to use and understand. For this reason, Line and Curve Tables are not acceptable alternatives to labeling line and curve data directly on the drawn lines, unless specifically authorized by the Using Agency in the Site Specific Engagement.

3.5.3.6 SIGNIFICANT FIGURES

Bearings shall be rounded to whole seconds of arc. Distances in US Survey Feet for survey courses shall be rounded to two decimal places. NJSPCS Coordinate Values in US Survey Feet shall be rounded to two decimal places. Areas of closed survey polygons shall be stated in acres and rounded to three decimal places. Square footage shall be rounded to the whole square foot but is only to be provided if the calculated area is less than 50 square feet or the survey is in an area of extremely high property values. If the latter, the Contractor shall provide square footage and acres for area.

3.5.3.7 MATHEMATICAL CLOSURE

All property surveys must form closed polygons with all sides defined by mathematical survey expressions being bearings and distances on all straight line segments and tie lines: radius, arc length, delta, chord bearing and chord distance on all curved lines. General calls along roads or waterways are unacceptable

without a tie line and are only permitted for existing deed calls or if specifically required in a Site-Specific Engagement specified by the Using Agency. Tie lines are to be provided along waterways, and riparian claim lines.

3.5.3.8 MATHEMATICAL SURVEY EXPRESSIONS

The Contractor is responsible for defining all courses of the parcel being surveyed by mathematical survey expressions. All straight-line courses will be defined by bearings and distances with angular units stated in degrees, minutes and whole seconds of arc. Curves will be defined by radius, arc length, chord bearing and chord length, and the horizontal distances, radii of curves or lengths of arc must be stated in US Survey Feet to two decimal places.

3.5.3.9 AREA

The areas calculated in association with the property land survey shall be stated in acres and rounded to three decimal places unless the parcel is bounded, all or in part, by a waterway or a Tidelands Claim of the State of New Jersey. In such cases, the area shall be given to one decimal place (0.1 acre). If the entire parcel is less than one (1) acre, the area shall be stated in square feet as well as acres. If the surveyed area is less than 50 square feet, then the area is to be stated in square feet only and rounded to the nearest square foot. If the survey is in an area of extremely high property values, the Contractor shall provide both square feet and acreage. The Contractor should consult the Using Agency for guidance in any Site-Specific Engagement.

3.5.3.10 AERIAL PHOTOGRAPHS AND PLANIMETRIC MAPPING

Aerial photographs or planimetric maps or manuscripts, when used to locate physical features upon the survey plan, will be georeferenced to NJPCS NAD 83, planimetrically depicted in conformance with National Map Accuracy Standards, and be current to within two (2) years of the date of the survey plan, unless this time restriction is waived or modified by the Using Agency. If Digital Aerial Orthophotography is obtained from NJDEP, this requirement is modified to allow the most recent photography available, even if older than two years, provided that the features must be field verified. An Aerial Information block shall be placed on the plan whenever aerial data has been used.

SEE Exhibit # 4 – AERIAL PHOTO INFORMATION BLOCK

3.5.3.11 AREAS OF CLAIM OF TIDELANDS OWNERSHIP BY STATE OF NEW JERSEY

The Contractor is responsible for obtaining the official state maps showing riparian claims of the State of New Jersey and reproducing these claim lines on the survey plan. The area of the New Jersey claim is to be stated in acres to one-tenth acre (0.1 acre). The sources to be used will be maps entitled “Lands Subject To Investigation for Areas Now Or Formerly Below Mean High Water”, which have been filed in the office of the county recorder or clerk. The Contractor shall contact the Land Use Regulation Program for further information.

3.5.3.12 WATERWAYS

The Contractor is responsible for providing mathematical tie lines for survey courses that follow a meandering water line by a general call. If the survey follows a Mean High or Low Water Line, the contractor must state on the plan the date and time of that the survey data had been collected. The Contractor shall be advised that the terms “trash-line” and “debris line” are neither appropriate nor acceptable survey terms. The tie lines may be eliminated from the plan when the water line is physically surveyed and defined by bearings and straight line distances that are indicated on the plan. Do not provide a line table. It is also not advisable to calculate curves along waterways.

3.5.3.13 ROADS

The Contractor is responsible for preparing a survey and corresponding metes and bounds description, which must reflect the intention of the parties. Road rights-of-way and the principles of dedication of land for road purposes shall not be taken lightly by the Contractor. The lines of surveys prepared for the acquisition of land are to run with the lines of the deed description as written in the record, unless the Site-Specific Engagement request directs some other course of action. If the fee title extends to the center of a public road, the survey lines should run to the center of the public road. The survey must also provide the bearings and distances of the right-of-way sidelines, as well as the area of the public right-of-way. The area in the right-of-way is subject to the paramount rights of the public and possible private rights and the area shall be stated as a separate item on both the plan and in the description. If there has been no dedication to define the sidelines of the right-of-way, the area of the right-of-way is defined as the area of the paved or traveled portion of the road bed.

Private roads crossing the parcel being surveyed must also be shown. The survey shall indicate recording information for maps, deed book number and page number, or other pertinent information regarding the dedication of public ways or private easements.

3.5.3.14 SUBDIVISION OF LANDS

The State of New Jersey and, as an extension thereof, any State Using Agencies are exempted from municipal subdivision ordinances. Other entities, such as municipal, county, or non-profit groups operating under the Green Acres Program or county agricultural programs that may be using this Scope of Work for Professional Surveying Services, may not be exempted, and municipal subdivision laws would apply and supersede these provisions. The interest to be acquired in an entire lot is known as an Entire Taking in Fee or E/T Fee and the interest to be acquired in a portion of a tax lot is known as a Partial Taking in Fee or P/T Fee. This subsection applies to Partial Takings in Fee.

A subdivision, known as partial taking, shall be effectuated by surveying and describing the entire property and tax lots of the seller, then excepting out, by a metes and bounds description of the exception, all lands that remain to the seller. Monuments shall be set on corners of new lines, and line markers shall be set on new lines that are 500 feet or longer. Monuments set for corners shall be called for in the exception description. Severance lines shall project to the limits of the deed and may extend into public road rights-of-way. For this reason, any Site-Specific Engagement that specifies an exact acreage to remain with the seller shall be presumed to be exclusive of any fee interest in an adjoining public right-of-way included in the exception area.

The bearings and distances of the dividing line must be shown on the plan. The plan shall not be labeled to suggest that any lots will be consolidated or lot lines will be removed or to suggest proposed lot numbering, which shall remain a function of the municipal government in which the parcel is located. The integrity of the original lot shall be maintained by using terms such as "Part of Lot __", "Area to be Acquired", and "Area of Exception to Remain". This terminology shall be clearly labeled on the plan. The plan shall include the area tabulation on the graphic portion of the plan and in the Area Summary of the Legend of Acquisition, including the percentage of each portion of lot being acquired rounded to two decimal places. This requirement may be modified by the Using Agency in a Site-Specific Engagement.

3.5.3.15 TITLE BLOCK

The Contractor is responsible for providing a standard title block as required by rules of the State Board of Professional Engineers and Land Surveyors. In addition to the elements required by the State Board of Professional Engineers and Land Surveyors, all title blocks shall include the telephone number of the Contractor firm and an email address. Information included in the title block supersedes presenting information also required in the Legend of Acquisition.

3.5.3.16 LEGEND OF ACQUISITION

In addition to the surveyor's standard title block, all plans shall contain a Legend of Acquisition that provides the project number, funding source, Project Name, acquisition partner, seller name and ID#.

municipality, county, list of each tax block and lot surveyed, interest being obtained for each lot, an area summary, etc. This legend is in addition to any legend of symbols/line type which may also be required.

SEE Exhibit # 5 - LEGEND OF ACQUISITION BLOCKS

3.5.3.17 CORNER MARKING

All corner marking shall be made in accordance with "Corner Marking and Line Marking" as set forth in "General Land Survey Requirements and Acquisition Concepts"(as ref., in Section 3.5.2 of the RFP). Detailed enlargements made to show a corner marker set or the relationships between any markers found and the actual calculated survey corner shall include all information shown on the full-scale plan. It is not necessary to indicate witness lath in the detail.

3.5.3.18 PLAN CERTIFICATION

The Contractor shall provide standard certifications that shall appear on the plan of survey. The first portion of the certification is to the seller, purchaser, and purchaser's title insurance company. The second portion of the certification is to satisfy the requirements of the Map Filing Law.

"I HEREBY CERTIFY TO (state name of seller) AND TO PURCHASER, State of New Jersey (as appropriate, state all acquisition partner names as specified by the Using Agency) AND ON BEHALF OF PURCHASER, TO PURCHASER'S TITLE INSURER THAT THIS PLAN, SURVEY AND A CORRESPONDING METES AND BOUNDS DESCRIPTION HAVE BEEN PREPARED UNDER MY IMMEDIATE SUPERVISION IN ACCORDANCE WITH A WRITTEN CONTRACT WITH (state name of Using Agency); THAT THIS PLAN IS A CORRECT AND ACCURATE REPRESENTATION OF CONDITIONS EXISTING AS OF (month and year of field work), SUBJECT TO SUCH NOTES AS MAY APPEAR HEREON."

"I hereby certify that to the best of my knowledge and believe this map and land survey dated _____ meets the minimum survey detail requirements, with outbound corners marked, as promulgated by the State Board of Professional Engineers and Land Surveyors and has been made under my supervision, and complies with the provisions of THE MAP FILING LAW and that the outbound corner markers as shown have been found, or set."

"I do further certify that the monuments as designated and shown hereon have been set.

Signature and seal of NJ Licensed Land Surveyor

Date

Additional certification blocks required under the New Jersey Map Filing Law may be eliminated from plans prepared for state Using Agencies except for municipal certification as follows:

I, the Municipal Clerk of _____, do hereby certify that this plan is not the subject of any planning or zoning board reviews or approvals."

Signature of Municipal Clerk

Date

The Contractor shall obtain the signature of the Municipal Clerk upon notification by the Using Agency that the property has been acquired, and within thirty (30) days of the actual acquisition shall present two mylar copies of the approved drawing, signed and sealed by the surveyor, to the County Clerk's office for recording on behalf of the Using Agency.

3.5.3.19 LOCATION MAP

A location map shall be provided in the upper right hand corner of the plan. The perimeter of survey shall be drawn on the location map and an arrow shall indicate the site. A portion of a USGS Quadrangle (1 inch equals 2000 feet, 1:24,000 scale) is preferred. The Contractor shall state the name of the quad and provide the scale and graphic north arrow.

3.5.3.20 LINE WEIGHT AND TYPE

The Contractor is responsible for presenting all of the findings on the final survey plan in a clear, concise manner. Recognizing that surveys may be used for multiple purposes or clients, the relative significance of line and text weights and types shall represent all findings and intents in a clear and concise manner. Perimeter survey lines shall be depicted as the solid, predominant line weight of the main drawing.

3.5.3.21 MISCELLANEOUS ITEMS ON PLAN

In addition to all the State Board of Professional Engineers and Land Surveyors requirements and those previous requirements specified above, the Contractor must show the following items:

3.5.3.21.1 Street address of the subject parcel being surveyed only if the municipality has assigned a common street number;

3.5.3.21.2 Tax Block and Lot number of the parcel being surveyed, and those of adjoining; Note: If the survey findings indicate that the tax map is erroneous, so state. If a lot is not shown on the map, the lot shall be designated on the survey plan with the correct block number from the tax map and shall be identified as having NO LOT NUMBER ASSIGNED.

3.5.3.21.3 Any permanent type buildings, paved or concrete improvements, structures or foundations must be shown. In particular, residences must be identified and labeled in coordination with the Using Agency;

3.5.3.21.4 Any utility easements, visible or known of record, overhead wires or pole lines within the parcel being surveyed must be identified and shown on the plan of survey. If such easements are within the lines of a dedicated public road right-of-way, they may be omitted;

3.5.3.21.5 Encroachments shall be clearly drawn, labeled and dimensioned to the property line. A detailed enlargement of any encroachment may be necessary to clearly show sheds, buildings, decks, or other structures or areas of adverse use such as stone parking areas or areas of mowed lawn. Encroachments must be brought to the attention of the Using Agency prior to finalizing the plan of survey and metes and bounds description of property, as the interest in the area may be reduced to leave the area of encroachment with the seller.

3.5.3.21.6 Watercourses, including the name and showing the direction of flow and area contained within the bed must be drawn and labeled on the plan. In particular, water bodies located on the boundary of the property must be shown in a hatched pattern on the plan, and the area calculated and stated on the plan.

3.5.3.21.7 Show all drains and sewers that are visible on the surface of and within the limits of the parcel. Drains and sewers within a dedicated public road right-of-way need not be shown.

3.5.3.21.8 Provide the name of record owners and the latest deed book and page reference for adjoining lands to indicate that those records had been examined in the survey process and that there are no areas of confusion in the record, except for those that may be shown on the plan, if any.

3.5.3.21.9 Roads not open are to be so indicated. Paper streets that have not been vacated are subject to possible public and or private rights, and the area contained by them must be indicated on the plan.

3.5.3.21.10 If the survey indicates that the municipal **tax map** erroneously locates the parcel, this discrepancy should be noted on the plan.

3.5.3.21.11 The **deed book and page** number of the reference deeds actually used must be indicated in the graphic portion of the plan to which they apply. This information shall not be excluded or limited in appearance through the use of notes, except that the Contractor may limit its search of records to the obvious and reasonable (after consultation with the Using Agency), and may produce a plan noting that the work is subject to the findings of an accurate and up-to-date title search by a competent title company. This note shall not appear if the title report has been supplied to the Contractor by the Using Agency prior to delivery of the final plans.

3.5.3.21.12 The **point of beginning** used in the metes and bounds description must be clearly labeled "Description Point of Beginning" or "P.O.B." or similar notation, and must be tied into a corner of record or road intersection. The NJPCS NAD 1983 Northing and Easting coordinate values stated in US Survey Feet to two decimal places must be labeled on the plan and stated in the description. The Contractor must set a monument at the point of beginning for each parcel, unless this requirement is waived or modified by the Using Agency at the time that the bids for a Site-Specific Engagement are solicited.

3.5.4 DEED DESCRIPTION FORMAT

The metes and bounds description with reduced plan attached shall be inserted into the deed document by the seller's attorney without being retyped so that each description shall be written from the perspective of the Using Agency as purchaser, in accordance with the following:

3.5.4.1 DEED DESCRIPTION TYPE

The Contractor is responsible for preparing a separate metes and bounds type description of property pursuant to the survey of the property and with reference to the information contained on the plan of survey. This description is to agree with the results of the survey from which it written in every particular, and for this reason, the description shall not include any information that does not appear graphically or in a factual note on the survey plan. The metes and bounds description shall not be produced on the plan of survey but shall consist of a separate document. A copy of the survey plan reduced in size to 8-1/2 inches by 11 inches shall be stapled to the back of each copy of the description for recording. A separate metes and bounds description document shall be prepared by the Contractor for each fee acquisition area as defined by the survey. One description may include several contiguous lots in common ownership grouped together into one or more survey tracts, but the area of each tax lot shall be stated in addition to the total area contained at the end of the description. A separate metes and bounds description document shall be prepared by the Contractor for recording in a deed of easement if, in addition to a fee area of acquisition, there is also an easement acquisition area as defined by the survey.

3.5.4.2 LETTERHEAD OF SURVEY FIRM

The Contractor shall prepare an original metes and bounds type description of property, separate and apart from the prepared final plan of survey. The first page shall be submitted on an original company letterhead 8 1/2 inches by 11 or 14 inches. The letterhead must contain the name of the Contractor, mailing address and street address (if different), and telephone, fax, and email address of the company. Subsequent sheets shall not be letterhead, but may be plain paper or preprinted at the bottom with the name of the survey firm, mailing address and street address (if different), and telephone, fax, and email address of the company. Left edge lined legal paper shall not be used.

3.5.4.3 DESCRIPTION HEADING

Each new metes and bounds description shall contain an appropriate heading and reference information. The Contractor shall use the term description of property for fee acquisitions. The Contractor shall use the term description of easement area for conservation easement areas to be obtained. The Contractor shall use the term description of public access easement for public access corridor descriptions. Other terms may include description of encroachment area, description of exception area, or description of gore area.

All headings shall appear centered at the top of the page, but below any company logo, address, or name. Use the heading "Description of Property" only for fee acquisitions. Use appropriate heading for other estates being acquired, such as "Description of Conservation Easement Area", "Description of Exception Area", "Description of Encroachment Area", "Description of Public Access Area", etc. The heading and reference information shall be substantially in accordance with the following:

DESCRIPTION OF PROPERTY (for fee acquisition, or use
CONSERVATION EASEMENT or **PUBLIC ACCESS EASEMENT** or other term as appropriate)

(project number – project name – Green Acres Survey Ref. #, if any)

Lands N/F (Purported owner) Owner ID#____
(Date)
(Block____, Lot____)
(Street address)

(Municipality)
(County)

3.5.4.4 Description Introduction

The first paragraph of the metes and bounds description shall be written as follows:

All that certain tract or parcel of land located (at, on or along street address) in the (City, Borough, Town, or Township) of _____, County of _____, New Jersey, bounded and described as follows:

3.5.4.5 DESCRIPTION SECOND PARAGRAPH

The second paragraph shall be used to describe the point of commencement, if any used, that leads to the description beginning point. The description point of beginning shall be tied in to a record corner or intersection and is generally a found undisturbed or set monument, including its New Jersey Plane Coordinates (NAD 1983) in US Survey Feet to two decimal places. Whenever a called point is a marked corner, the description shall make reference to the type of marker found or set. The description shall state that the bearings that follow are NJSPCS NAD 83.

3.5.4.6 BODY OF DESCRIPTION

The Contractor shall prepare the description with courses running clockwise from the description point of beginning. Each course shall be a new paragraph and shall be numbered. No information shall be provided in the description that does not appear graphically or appear in a factual note form on the plan. Whenever a called point is a marked corner, the description shall make reference to the type of marker found or set, without changing the intention of prior records. As an example, the call TO A POINT should include language such as NOW EVIDENCED BY A CONCRETE MONUMENT SET, TO A POINT NOW EVIDENCED BY A ONE INCH DIAMETER PIPE FOUND, or TO A POINT NEAR A CAPPED IRON PIN FOUND, etc. Of course, original called for markers shall still be called for in the description. An example would be a call TO A CONCRETE MONUMENT SET is now TO A CONCRETE MONUMENT FOUND. The description shall include reference to the Corner Number for corner markers that have been set.

3.5.4.7 USING AUGMENTING AND QUALIFYING CLAUSES

The Contractor shall prepare each description is to be prepared for use in a deed document from the perspective of the Using Agency. An easement that benefits the parcel being surveyed but is located on an adjoining property shall be included in the description using the term TOGETHER WITH such easement and describing its location and utility.

Another example of an augmenting clause to be included in the description if appropriate is if the State of New Jersey had issued a Tidelands Grant and rights associated with the grant are to pass with the parcel being surveyed. This situation would necessitate using the augmenting clause TOGETHER WITH and continuing with the qualifying clause AND SUBJECT TO THE TERMS OF A TIDELANDS GRANT, etc.

An easement located upon the parcel being surveyed that benefits an adjoiner shall be mentioned in a qualifying clause in the description using the term SUBJECT TO such easement, describing its location and utility, and the area shall also be stated.

Qualifying clauses shall also include the area in acres when the parcel being acquired is subject to public rights in a road right-of-way, subject to public rights in a navigable waterway such as a river, subject to a Tidelands Claim of the State of New Jersey, or subject to an overlap of deed description with an adjoining parcel. Such areas shall further be described with metes and bounds following the qualifying clause.

A minor deed gore area may be included in a conveyance by inserting in the deed an augmenting clause of quit claim attached to the surveyor's description at the request of the Using Agency. A deed gore area shall be described in a separate metes and bounds description prepared by the Contractor.

3.5.4.8 RECITE AREAS DESCRIBED

The metes and bounds description shall contain a paragraph that recites the total area contained within the metes and bounds description, then specifies the area of each included tax lot. This paragraph shall precede any exception description or any augmenting or qualifying clauses. Exception descriptions shall also contain a paragraph as to the total area of described exception, further specifying the area of each included portion of tax lot.

The total net area and individual net area of each included tax lot shall be restated following an exception description or qualifying clause of paramount public rights, deed overlaps, or Tidelands Claims of the State of New Jersey.

3.5.4.9 CLOSING PARAGRAPH AND CALL FOR SURVEY

To provide a uniform closing of all metes and bounds descriptions, the final paragraph shall contain the following language:

The above description was written pursuant to a survey of property designated as Block _____, Lot _____, on the municipal tax map of (____municipality name____), County of (____county name____), State of New Jersey. Said survey was prepared by (____Your firm's name and address____),(____ date____), revised through (____last revision date, if any____) and is marked as file No. _____. A reduced copy of said plan is attached hereto and made a part hereof.

3.5.4.10 ORIGINAL SIGNATURE, EMBOSSED SEAL AND DATE SIGNED

Each separate metes and bounds description shall bear the date, original ink signature and embossed seal of the surveyor who prepared the survey plan. A rubber stamp facsimile, mechanically reproduced, or computer generated signature is not acceptable.

3.6 DELIVERABLES

The Contractor is responsible for submitting all deliverable work products on or before the date specified in a site-specific engagement to the Using Agency or to such other location or entity as may be specified in the site-specific RFP. As appropriate for the type of survey ordered, the deliverables shall include all of the following or such other items as may be directed in the Site-Specific Engagement.

3.6.1 COPIES OF NOTIFICATIONS

Copies of all written notices that were originally prepared on company letterhead and sent to the administering division, property owners or designated representatives and occupants, if any, the municipal police department, adjacent property owners upon whose land it may have been necessary to enter to complete the survey:

3.6.1.1 DIVISION FAX NOTIFICATION

SEE Exhibit 2 – AGENCY FAX NOTIFICATION

3.6.1.2 PROPERTY OWNER NOTIFICATION

SEE EXHIBIT 3 – NOTIFICATION OF ENTRY LETTER

3.6.1.3 POLICE DEPARTMENT NOTIFICATION

SEE EXHIBIT 3 – NOTIFICATION OF ENTRY LETTER

3.6.1.4 AD JOINER NOTIFICATION

SEE EXHIBIT 3 – NOTIFICATION OF ENTRY LETTER

3.6.1.5 MISC. NOTIFICATION (UTILITY, ETC.)

SEE EXHIBIT 3 – NOTIFICATION OF ENTRY LETTER

3.6.2 COPIES OF WRITTEN CONSENT

The Contractor shall submit copies of any written consent obtained from adjacent property owners or the Using Agency to cut brush lines or large trees, if necessary.

3.6.2.1 ADJOINER CONSENT TO CUT BRUSH OR TREES

3.6.2.2 USING AGENCY CONSENT TO CUT TREES

3.6.3 TRAVERSE CLOSURE

The Contractor shall submit a computer printout of the coordinate geometry COGO survey data files demonstrating that the mathematical survey expressions used to define the parcel as used on the plan and in the description of the property form a closed polygon and verify that the areas as stated are correct. The precision of the survey must be stated and the bearing and distance of the radial error of closure of the adjusted survey distance from the terminus of the final course to the point of beginning must be given. Traverse closure routine print-outs are required for the perimeter of each surveyed area defined by lines of the survey as a check that the bearings and distances as shown on the survey form a closed traverse and the stated area is correct.

3.6.4 FULL-SIZE PAPER COPIES OF SURVEY PLAN

For each acquisition partner identified in the Site-Specific Engagement, the Contractor shall submit fifteen (15) signed, sealed, and dated paper copies of the survey plan depicting the results of the field and record investigation to the Using Agency, prior to the due date for the site-specific engagement. Prior to submittal, these plans shall be FOLDED to approximately 8 1 / 2 inches by 14 inches legal size with the title block or Legend of Acquisition facing up. NOTE: PLANS NOT BEARING ORIGINAL SIGNATURE OR NOT FOLDED PRIOR TO SUBMISSION ARE UNACCEPTABLE.

3.6.5 FULL-SIZE MYLAR SURVEY PLAN

For each acquisition partner identified in the Site-Specific Engagement, the Contractor shall submit one 1 full size original type mylar of the survey plan prior to the due date for the Site-Specific Engagement. This plan shall be rolled and submitted to the Using Agency. Two (2) additional plans suitable for filing shall be presented to the County Clerk's Office on behalf of Using Agency.

3.6.6 METES AND BOUND DESCRIPTION AND REDUCED SURVEY PLAN

The Contractor shall submit for each acquisition partner that is identified in the site-specific RFP, fifteen (15) original quality metes and bounds descriptions corresponding to and derived from the plan of survey. Each description shall be signed and sealed as prescribed.

Prior to submittal, there shall be stapled to the back of each description a photographically reduced copy of the survey plan, reproduced onto paper stock. This reduced plan must be a true reduction of the original plan as submitted and shall not be altered from the full sized plan to provide clarity of data. This reduced plan may be signed by the Contractor prior to reduction but shall not be sealed, to minimize further distortion when recording. The plan shall be attached by a single staple in the upper left-hand corner of the description

packet with the title block of the reduced plan being located near the bottom when viewed in a portrait orientation.

3.6.7 DIGITAL FILES

The Contractor shall submit media storage devices, either HD 1.44 MB 3.5 inch floppy diskettes or standard 5.25 inch or Mini CD-R compact disks produced to be read by any CD-ROM. This media shall contain three (3) files that are not zipped or compressed in any way.

The Contractor shall label the diskettes or CDs with the name and File ID of the Property Owner, the Project Name and Number, Municipal Tax Block and Lot numbers, the Municipality and County, the Name of the Survey Firm, the Date of Survey, and Survey Reference Number.

3.6.7.1

One file shall be the exact text of each metes and bounds description prepared for the site-specific engagement. The format shall be MS Word 6.0 file in **.doc** format or other text file extension format that may be acceptable to the Using Agency.

3.6.7.2

One file shall be a digital file in AutoCad **.dwg** format containing the full survey drawing. This drawing must be created at its real New Jersey State Plane Coordinates NAD 1993 position and the view shall be unrotated from the coordinate system so that the NJPCS NORTH points orthographically vertical in the screen.

3.6.7.3

One file shall be a **.dxf** format single layer digital drawing containing the closed line polygon of the perimeter survey lines and certain other lines that are internal to the survey. Specifically, internal lines shall include public road or other public right-of-way lines, survey exception area lines, new survey tract lines created by this survey, funding participation limit lines, internal navigable or tidal water edge or mean high water lines, survey tie lines, New Jersey Tidelands Claims lines, clouded title lines, overlapping deed lines from adjoiner deeds, or limit lines of new conservation or public access easements being created by this project of the Using Agency.

This file shall not be a complete drawing file of the survey and shall contain no text. This file shall be created at its real New Jersey Plane Coordinates NAD 1983 position and the view shall be unrotated from the coordinate system so that the NJPCS NORTH points orthographically vertical in the screen. The polygon shall be created from the coordinate geometry of its survey point of beginning through the final course of survey and terminus point.

To provide a uniform method of closure without degrading the quality of bearings used, enter the radial error of closure as a final closing arc between the survey point of beginning and the survey point of ending. Add this additional course by inverting from the point of ending to the point beginning as a final course.

3.6.8 SURVEYOR'S CERTIFICATION AND SUMMARY FORM

The Contractor shall submit the Surveyor's Certification and Summary Form that shall be completed by the surveyor where indicated, which shall be signed and sealed by the contractor's surveyor who prepared the survey, survey plan, and property descriptions.

SEE Exhibit # 6 – SURVEYOR'S CERTIFICATION AND SUMMARY FORM

3.6.9 CHECKLIST OF WORK COMPLETED, DETAIL SHEET AND TAX MAP

The Contractor shall submit one (1) checklist, signed by the contractor's surveyor who prepared the survey, survey plan, and property description(s) to assure that the specified items have been completed and that all

deliverables are submitted. The Contractor shall also attach a copy of the Detail Sheet and copy of tax map originally provided by the Using Agency when the site-specific engagement RFP was solicited.

SEE Exhibit # 7 – CHECKLIST OF WORK COMPLETED

3.6.10 FILE SURVEY PLAN ON BEHALF OF USING AGENCY

The Contractor, within thirty (30) days of notification by Using Agency that the property has been acquired, shall present for recording, on behalf of the Using Agency, two original quality full size survey plans to the County Recording Officer for the County in which the parcel is located pursuant to the New Jersey Map Filing Law. A letter of confirmation from the contractor's surveyor shall serve as the deliverable in this regard. If the property has not been acquired by the Using Agency or the contractor's surveyor has not been notified to file within twelve (12) months of the Notification of Engagement, the Contractor is ultimately released from this obligation without further notice.

3.6.11 OPTIONAL CORNER MARKER DESCRIPTION SHEETS

If specified by the Using Agency in a Site-Specific Engagement, the Contractor shall prepare a separate Corner Marker Description Sheet for each corner marker that has been set under the Site-Specific Engagement award. The sheet shall include the corner number, character of mark, project information, seller information, location of mark, and information regarding the firm that set the marker. The sheet shall include a cap detail, a sketch showing proximity to field witness marks, and a photograph of the mark that views the south side of Using Agency.

3.7 METHOD OF ENGAGEMENT

3.7.1 SITE-SPECIFIC ENGAGEMENT

The Survey Contract Manager shall contact all of the term contract vendor firms that have been awarded contracts for the region for which survey work is required, informing them of the nature, special circumstances, completion time, and bid proposal due date for each Site-Specific Engagement. The Survey Contract Manager reserves to the right to solicit additional bids from term contract vendors assigned to adjacent regions or term contract vendors from other regions who may have previously worked in the vicinity of the project.

3.7.2 SITE-SPECIFIC BIDS

The Contractor shall submit firm fixed costs by the bid due date for the Site-Specific Engagement to perform professional land surveying services by the survey due date specified by the Survey Contract Manager. The proposals shall include a detailed cost proposal by task or function, calculated using the professional rate schedule bid in response to this RFP. Bids shall be provided for work to be completed within three timeframes from the date of authorization: 60 days, 90 days, or 120 days, or such other period specified in the Site-Specific Engagement. Tasks or functions to be charged shall be highlighted in yellow on copies of the rate schedule, indicating the number of hours charged and the extended rate for such service. The bid cover letter shall provide the total amount to be charged and the copies of rate schedule sheets with highlighted tasks shall be attached.

3.7.3 SURVEY COST

The Contractor's bid shall include all costs to the Using Agency and includes all licenses, permits, insurance, costs associated with obtaining consent, all research, notifications, postage and delivery costs, office and field work, supplying and setting all corner markers, line markers, and all deliverables specified in Section 3.6 CONTRACT DELIVERABLES or as modified on the Detail Sheet for a Site-Specific Engagement.

3.7.4 NOTIFICATION OF ENGAGEMENT

The Contractor with the most responsive, responsible bid proposal, price and other factors considered, will be given the authorization to proceed by Notification of Engagement.

3.7.5 SURVEY CONTRACT MANAGER DISCRETION

The Survey Contract Manager shall have the flexibility to invite any one or more Contractors to submit proposals for a Site-Specific Engagement across regional boundaries when the project area extends across such regional boundaries.

3.7.6 TIME FOR DELIVERABLES

All deliverables and delivery times shall be specified by the Using Agency in the Site Specific Engagement. Bidders unable to comply with the time frame will not be penalized for future quotations, provided that they respond with a no-bid to that situation. The Using Agency will be responsible for the approval of all deliverables for each element of the tasks in the scope of work.

3.7.7 DEFICIENCY CONVERSION/ CORRECTION COST

The Using Agency and Survey Contract Manager shall have the option to mitigate deficiencies in any deliverable or any portion thereof as set forth in Section 3.0, "Scope of Work" in this RFP. The Using Agency may offer the Contractor an opportunity to correct deficiencies or may choose to convert or correct the deficiencies in house. If the correction of deficiencies results in a delay of delivery beyond the due date, the Using Agency may elect to file a PB36 NJ State Using Agency Formal Complaint Report.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP cover sheet ([page 3 of the RFP](#)).

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder shall submit five **(5) full, complete and exact copies** of the original. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State to produce the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)
- Section 2 - Technical Proposal (Section 4.4.2)
- Section 3 - Organizational Support and Experience (Section 4.4.3)
- Section 4 - Cost Proposal (Section 4.4.4)

EXHIBITS – Specific for Green Acres work, as noted in Chapter 3 of this RFP for Land Surveying Services (Required Submission)

1. Wetlands Delineation Information
2. Agency Fax Notification
3. Notification of Entry Letter
4. Aerial Photo Information Block
5. Legend of Acquisition
6. Surveyor Certification and Summary Sheet
7. Checklist of Work Completed
8. Technical Proposal Data Sheets

The following Table describes the format of the bid proposal that should be prepared with tabs (separators), and the content of the material located behind each tab.

TAB	CONTENTS	RFP SECTION REFERENCE	COMMENTS
1	Forms	Cover sheet	Completed and signed cover sheet (Page 3 of this RFP)
		4.4.1.1	Ownership Disclosure Form (Attachment 1)
		4.4.1.2	MacBride Principles Certification (Attachment 2)
		4.4.1.3	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (Attachment 3)
		4.4.1.4	Notice of Intent to Subcontract Form and SubContractor Utilization Plan (Attachment 4)
		1.1 of the Standard Terms & Conditions	Business Registration from Division of Revenue
		4.4.1.5	Bid Bond/ Not applicable to this procurement
2	Technical Proposal	4.4.2.1	Management Overview
		4.4.2.2	Contract Management
		4.4.2.3	Contract Schedule
		4.4.2.4	Mobilization and Implementation Plan
3	Organizational Support and Experience Proposal	4.4.3.1	Location (see exhibit # 8)
		4.4.3.2	Organization Chart (Contract Specific) (see exhibit # 8)
		4.4.3.3	Resumes (see exhibit # 8)
		4.4.3.4	Backup Staff (see exhibit # 8)
		4.4.3.5	Organization Chart (Entire Firm) (see exhibit # 8)
		4.4.3.6	Experience of Bidder on Contracts of Similar Size and Scope (see exhibit # 8)
		4.4.3.7	Financial Capability of the Bidder
		4.4.3.8	SubContractor(s) (see exhibit # 8)
4	Cost Proposal	4.4.4	Price Schedules (Attachment 5)

4.4.1 SECTION 1 – FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of the contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

4.4.1.4 SET ASIDE CONTRACTS

This is a Set-Aside Contract for Category I, II, and III Small Businesses. The bidder should provide, with its bid proposal, evidence of current and valid registration as a small business from the New Jersey Commerce & Economic Growth Commission (Commerce).

4.4.1.5 BID BOND

Not applicable to this procurement.

4.4.2 SECTION 2 - TECHNICAL PROPOSAL

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 RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

4.4.2.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince 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 convince 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 RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince 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 bid proposal will lead to successful contract completion.

4.4.2.2 CONTRACT 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.

4.4.2.3 CONTRACT SCHEDULE

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the bidder.

4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND 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 RFP.

4.4.3.1 LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.3.3 RESUMES

Detailed resumes shall be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

Clearly identify the individual's previous experience in completing similar contracts.

Beginning and ending dates should be given for each similar contract.

A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.

With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

4.4.3.4 BACKUP STAFF

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE (SEE EXHIBIT 8)

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or, if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

4.4.3.8 SUBCONTRACTOR(S)

A. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

B. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

C. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

D. The bidder should provide documented experience demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.4 SECTION 4 - COST PROPOSAL

The price schedule is attached to this RFP as [Attachment 5](#).

Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

5.0 SPECIAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS

The contract shall consist of this RFP, addenda to this RFP, the vendor's bid proposal, and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Special Terms and Conditions, take precedence over the Standard Terms and Conditions, attached as [Appendix 1](#)

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

5.2 PERFORMANCE BOND

Not Applicable to this procurement

5.3 BUSINESS REGISTRATION

See Standard Terms & Conditions, [Appendix 1, Section 1.1](#).

5.4 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP ([page 3 of this RFP](#)). If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for two (2) additional periods of one (1) year or less, by mutual written consent of the Contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the Contractor shall be paid at the rates in effect in the last year of the contract.

5.5 CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the Director, until new services can be completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement Contractor and the State to ensure a smooth and timely transition to the replacement Contractor. Such transitional period shall not extend more than one hundred and twenty (120) days beyond the expiration date of the contract, or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.6 AVAILABILITY OF FUNDS

The State's obligation to pay the Contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.7 CONTRACT AMENDMENT

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

5.8 CONTRACTOR RESPONSIBILITIES

The Contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any subcontractor.

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 the 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 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.

5.9 SUBSTITUTION OF STAFF

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor will identify the substitute personnel and the work to be performed.

The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the State Contract Manager.

5.10 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede [Section 3.11](#) of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the Contractor to substitute and/or add a subcontractor, the Contractor will identify the proposed new subcontractor and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the Contractor in its bid proposal.

The Contractor shall forward a written request to substitute or add a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the Contractor has received written approval from the Director.

5.11 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a

result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, Contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or Contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/Contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

5.12 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the Contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.13 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.14 ADVERTISING

The Contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.15 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.16 CLAIMS AND REMEDIES

5.16.1 CLAIMS

All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.16.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.16.3 REMEDIES FOR NON-PERFORMANCE

In the event the Contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State Administrative Code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor.

5.17 LATE DELIVERY

The Contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey
Director, Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State St.
Trenton, New Jersey 08625-0230

5.18 RETAINAGE

Not applicable to this procurement.

5.19 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the Contractor.

Upon receipt of such written notice, the Contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The Contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

5.20 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the Contractor to suspend work under the contract for a specific time. The Contractor shall be paid until the effective date of the stop order. The Contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Director and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.21 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the Contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.22 CONTRACT PRICE INCREASE (PREVAILING WAGE)

Not applicable to this procurement.

5.23 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the Contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the Contractor in its proposal.

The Contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the Contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the Contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the Contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.24 FORM OF COMPENSATION AND PAYMENT

This Section supplements [Section 4.5 of the RFP'S Standard Terms and Conditions](#). The Contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the Contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.24.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

The State of New Jersey now offers State Contractors the opportunity to be paid through the Mastercard procurement card (p-card). A Contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a Contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a Contractor in three days.

A Contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a Contractor must be capable of accepting the Mastercard. Additional information can be obtained from banks or merchant service companies.

5.25 STATE CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the State Contract Manager name, department, division, agency, address, telephone number, fax phone number, and email address.

5.25.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the Contractor, assuring that Purchase Orders are issued to the Contractor, directing the Contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the Contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the Contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the Contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

5.25.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the Contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the Contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any reprourement of the contract with the Purchase Bureau;
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award;
- d) The State contract Manager is responsible for completion of the Project Performance Assessment Term for submission to the CCAU unit of the Division, with a copy to the Associate Director of OMB; and
- e) Submit the Contractor final deliverable to the Associate Director of OMB.

5.25.3 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a Contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The Contractor may contact the State Contract Manager if the Contractor can not resolve a dispute with contract users.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.3.1 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP

- A. The bidder's general approach and plans in meeting the requirements of this RFP.
- B. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D. The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- E. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.2 THE BIDDER'S COST PROPOSAL

For evaluation purposes, bidders will be ranked according to the total bid price and other factors considered. Complete an hourly rate schedule and unit price for each of the three years of the anticipated contract.

[Attachment 5](#)

6.3.3 PAST PERFORMANCE

The bidder shall be evaluated for past performance on projects similar in scope to the scope of work for the professional land surveying services required in this RFP. The bidder shall provide a client list for large (100 acres or more) boundary surveys and a description of any large surveys completed. The client list and descriptions may be merged.

The bidder shall provide a copy of a boundary survey plan for a tract of 100 acres or more. This plan will be evaluated for:

- Clarity of presentation
- The presence of details for crowded and/or complicated areas
- Explanatory notes
- Identification of background materials and resources relied upon
- Qualifying notes (if any)
- Identification of corner markers as found or set, relation of location of corner marker to the calculated corner position, the nature and identifying characteristics of the markers
- State Board of Registration note if corner markers have been waived

6.3.4 TECHNICAL EVALUATION RESULTS

The bidder shall mark one copy of a large boundary survey (100 acres or more) in red to identify how the plan would look if in compliance with Section 3 scope of work in this RFP. It is acceptable to use assumed or fictitious information to accomplish this (for example, indication of coordinates, significant figures, and deed references).

The narrative submitted and the bidder's copies of the actual plan of a boundary survey prepared within the last four (4) years will be evaluated to determine the bidder's ability to survey large tracts of land (100 acres or more) without sacrificing quality or attention to detail.

6.4 CONTRACT AWARD

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

An award shall be made to three (3) Contractors in each of six (6) regions - up to a maximum of eighteen (18) total Contractors who the State determines are most responsive, responsible bidders fulfilling the requirements of this RFP. A bidder need not have to bid all regions in order to be considered for an award. Bidders may receive an award for a maximum of two (2) regions.

7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

ATTACHMENTS - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [SubContractor Set Aside Forms](#)
5. [Price Schedules](#)
6. [Reciprocity Form](#) (*Optional Submittal*)

EXHIBITS – Specific for Green Acres work, as noted in Chapter 3 of this RFP for Land Surveying Services

1. Wetlands Delineation Information
2. Agency Fax Notification
3. Notification of Entry Letter
4. Aerial Photo Information Block
5. Legend of Acquisition
6. Surveyor Certification and Summary Sheet
7. Checklist of Work Completed
8. Technical Proposal Data Sheets

APPENDICES

1. [New Jersey Standard Terms and Conditions](#)
2. [Set-Off for State Tax Notice](#)

ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
STATE OF NEW JERSEY
33 W. STATE ST., 9TH FLOOR
PO BOX 230
TRENTON, NEW JERSEY 08625-0230

BIDDER: _____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COMPLETE ALL QUESTIONS BELOW

	<u>YES</u>	<u>NO</u>
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance)	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance)	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance)	_____	_____
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance)	_____	_____

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: _____

Address: _____

PRINT OR TYPE: _____ (Signature)

PRINT OR TYPE: _____ (Name)

FEIN/SSN#: _____

Date _____

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM

NOTICE TO ALL BIDDERS **REQUIREMENT TO PROVIDE A CERTIFICATION** **IN COMPLIANCE WITH MACBRIDE PRINCIPLES** **AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find Contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- _____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- _____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature of Bidder

Name (Type or Print)

Title Name (Type or Print)

Name of Company Name (Type or Print)

Date

ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT

AFFIRMATIVE ACTION	TERM CONTRACT - ADVERTISED BID PROPOSAL
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	NAME OF BIDDER: <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>
SUPPLEMENT TO BID SPECIFICATIONS	
<p>DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:</p> <ol style="list-style-type: none"> 1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE; 2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. 3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT. 4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT. 5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME. 6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES. 7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS. 8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS. <p>THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).</p> <p>* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS</p> <p style="text-align: center;"><u>PLEASE CHECK APPROPRIATE BOX (ONE ONLY)</u></p> <p><input type="checkbox"/> I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).</p> <p><input type="checkbox"/> I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).</p> <p><input type="checkbox"/> I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.</p>	

INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

Item 1 - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",

or

If your business is such that you have not, or will not receive a Federal Employer Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

Item 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

Item 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

Item 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

Item 5 - Enter the physical location of the company, include City, County, State and Zip Code.

Item 6 - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

Item 7 - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

Item 8 - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

Item 9 - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

Item 10 - Enter the total number of employees at the establishment being awarded the contract.

Item 11 - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

Item 12 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

Item 13 - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

Item 14 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

Item 15 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

Item 16 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

Item 17 - Print or type the name of the person completing this form. Include the signature, title and date.

Item 18 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

State of New Jersey

AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. : []		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: []		
11. PUBLIC AGENCY AWARDED CONTRACT:		CITY STATE ZIP CODE

OFFICIAL USE ONLY

DATE RECEIVED		OUT OF STATE PERCENTAGES	ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR	COUNTY	MINORITY FEMALE	

SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)							
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE			
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftworkers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employment from Previous Report (if any)											

The data below shall NOT be included in the request for the categories above.

Temporary and Part-time Employees											
13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)						15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO			16. IF NO, DATE OF LAST REPORT SUBMITTED MO. DAY YEAR		
14. DATES OF PAYROLL PERIOD USED											

SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE)(?CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	MO. DAY YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE) PHONE (AREA CODE, NO. & EXTENSION)

FORM AA302

ATTACHMENT 4 - SUBCONTRACTOR SET ASIDE FORMS

NOTICE TO ALL BIDDERS

NOTICE OF INTENT TO SUBCONTRACT FORM

SUBCONTRACTOR UTILIZATION PLAN FORM

PROCEDURES FOR SMALL BUSINESS PARTICIPATION AS SUBCONTRACTORS

The contract(s) to be awarded as a result of this Request for Proposal (RFP) will include small business subcontracting targets pursuant to NJAC 17:13-4. and Executive Order 71. Each bidder is required to make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission-registered (Commerce) small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three categories. Bidders must respond to this requirement by completing the *Notice of Intent to Subcontract* form. Failure to include a completed and signed *Notice of Intent to Subcontract* form will be sufficient cause to reject a bidder's proposal as non-responsive.

Any bidder intending to subcontract, pursuant to Section 3.11 of the Standard Terms and Conditions, must complete the *SubContractor Utilization Plan (Plan)*. Bidders are instructed to list **all** proposed subContractors on the *Plan*. A bidder intending to subcontract must include a completed and signed *Plan* or be subject to rejection of its proposal as non-responsive.

DEFINITIONS:

“Small business” means a business that

- ☐ is independently owned and operated
- ☐ is incorporated or registered in and has its principal place of business located in the State of New Jersey.
- ☐ Has 100 or fewer full-time employees
- ☐ Has gross revenues falling in one of the following three categories:
 1. 0 to \$500,000 (Category I);
 2. \$500,001 to \$5,000,000 (Category II);
 3. \$5,000,001 to \$12,000,000 (Category III).

“Commerce-registered” means a small business that meets the requirements and definitions of “small business” and has applied for and been approved by Commerce as a small business.

PROCEDURE:

If a bidder intends to subcontract, the following actions should be taken to achieve the set-aside subcontracting goal requirements:

1. Attempt to locate eligible small businesses in Categories I, II and III appropriate to the RFP;
2. Request a listing of small businesses by Category from Commerce;
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
4. Provide all potential subContractors with detailed information regarding the specifications;
5. Attempt, whenever possible, to negotiate prices with potential subContractors submitting higher than acceptable price quotes;
6. Obtain, in writing, the consent of any proposed subContractor to use its name in response to the RFP; and,
7. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Proposals should also contain the following items with the *Plan*, as applicable:

1. A copy of Commerce's proof of registration as a small business for any business proposed as a subContractor; and,
2. Documentation of the bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Evaluation Committee to effectively assess the bidder's efforts to comply if the bidder has failed to attain the statutory goals.

If awarded the contract, the bidder shall notify each subContractor listed in the *Plan*, in writing.

Note that a bidder's failure to satisfy the small business subcontracting targets or provide sufficient documentation of its good faith efforts to meet the targets may preclude award of a contract to the bidder.

Bidders seeking eligible small businesses should contact:

New Jersey Commerce and Economic Growth Commission
Office of Small Business
20 West State Street
PO Box 820
Trenton, New Jersey 08625-0820

Telephone: (609) 292-2146

Each bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the bidder's compliance with NJAC 17:13-1.1 et seq., and this *Notice to All Bidders*.

REQUIRED SUBMISSION

STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP)

NOTICE OF INTENT TO SUBCONTRACT FORM

THIS ***NOTICE OF INTENT TO SUBCONTRACT*** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

DPP Solicitation Number:	DPP Solicitation Title:
Bidder's Name and Address:	

INSTRUCTIONS: PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

☐ If awarded this contract, I will engage subContractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED ***SUBCONTRACTOR UTILIZATION PLAN*** WITH THEIR BID PROPOSALS.

☐ If awarded this contract, I do not intend to engage subContractors to provide any goods and/or services.

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subContractors to provide certain goods and/or services, pursuant to Section 3.11 of the Standard Terms and Conditions, I will submit the ***SubContractor Utilization Plan (Plan)*** for approval to the Division of Purchase and Property in advance of any such engagement of subContractors. Additionally, I certify that in engaging subContractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the ***Plan*** documentation of such efforts in accordance with NJAC 17:13-4 and the ***Notice to All Bidders***.

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)

REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP) SUBCONTRACTOR UTILIZATION PLAN (REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)			DPP Solicitation No.: _____		
NOTE: If utilizing subContractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid as non-responsive.			DPP Solicitation Title: _____		
Bidder's Name and Address: _____ _____ _____			• Bidder's Telephone No.: _____ • Bidder's Contact Person: _____		
INSTRUCTIONS: List all businesses to be used as subContractors. This form may be duplicated for extended lists.					
SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	REGISTERED WITH NJ COMMERCE AND ECONOMIC GROWTH COMMISSION *			TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACTS
	SMALL BUSINESS CATEGORY				
	I	II	III		
* For those Bidders listing Small Business SubContractors: Attach copies of NJ Commerce & Economic Growth Commission registration for each subContractor listed. If bidder has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in the relevant category in accordance with NJAC17:13-4 and the Notice to All Bidders.					
I hereby certify that this SubContractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subContractor has been notified that it has been listed on this Plan and that each subContractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subContractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.					
I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.					
PRINCIPAL OF FIRM:					
_____ (Signature)		_____ (Title)		_____ (Date)	

ATTACHMENT 5 - PRICE SCHEDULES

Land Surveying Services Green Acres DEP, Agriculture & Various Agencies

05-X-34746

Refer to [RFP Section 3.0](#) (Scope of Work) for task requirements and deliverables & [RFP Section 2.2](#) for definitions of "All Inclusive Hourly Rate" and "Firm Fixed Price"

Price Schedule 1

PRICE SHEET		TERM CONTRACT - ADVERTISED BID PROPOSAL		
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9 TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : 05-X-34746 T-NUMBER : T0694 BIDDER :		
LINE NO..	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: 822050 / S001 BUREAU OF PURCHASE PURCHASE BUREAU 33 WEST STATE ST 9TH FL TRENTON NJ 08625-0230			
00001	LICENSED LAND SURVEYOR AS PRINCIPAL OF BIDDING FIRM ALL INCLUSIVE HOURLY RATE YEAR ONE (1)	1	HRATE	_____
00002	LICENSED LAND SURVEYOR AS PRINCIPAL SUPERVISOR OF SITE-SPECIFIC ENGAGEMENTS ALL INCLUSIVE HOURLY RATE YEAR ONE (1)	1	HRATE	_____
00003	OFFICE SUPERVISION ALL INCLUSIVE HOURLY RATE YEAR ONE (1)	1	HRATE	_____
00004	OFFICE SUPPORT STAFF ALL INCLUSIVE HOURLY RATE YEAR ONE (1)	1	HRATE	_____
00005	GIS/CADD SPECIALIST ALL INCLUSIVE HOURLY RATE YEAR ONE (1)	1	HRATE	_____
00006	MANUAL DRAFTSPERSON ALL INCLUSIVE HOURLY RATE YEAR ONE (1)	1	HRATE	_____
00007	COMPUTER OPERATION ALL INCLUSIVE HOURLY RATE YEAR ONE (1)	1	HRATE	_____

00008	TITLE/RECORDS RESEARCH SPECIALIST ALL INCLUSIVE HOURLY RATE YEAR ONE (1)	1	HRATE	_____
00009	WETLANDS ENVIRONMENTALIST ALL INCLUSIVE HOURLY RATE YEAR ONE (1)	1	HRATE	_____
00010	FIELD SUPERVISOR ALL INCLUSIVE HOURLY RATE YEAR ONE (1)	1	HRATE	_____
00011	FIELD SUPPORT STAFF ALL INCLUSIVE HOURLY RATE YEAR ONE (1)	1	HRATE	_____
00012	TWO PERSON SURVEY PARTY ALL INCLUSIVE HOURLY RATE YEAR ONE (1)	1	HRATE	_____
00013	THREE PERSON SURVEY PARTY ALL INCLUSIVE HOURLY RATE YEAR ONE (1)	1	HRATE	_____
00014	SUBCONTRACTOR FEES FOR GPS SERVICES ALL INCLUSIVE HOURLY RATE YEAR ONE (1)	1	HRATE	_____
00015	PRICE PER GPS POINT YEAR ONE (1)	1	EACH	_____
00016	COST OF CONCRETE MONUMENT AND CAP MATERIAL PROVIDED & SET BY CONTRACTOR YEAR ONE (1)	1	EACH	_____
00017	COST TO SET CONCRETE MONUMENT (CAP PROVIDED BY USING AGENCY) YEAR ONE (1)	1	EACH	_____
00018	COST OF PRE-CAST MONUMENT MATERIAL PROVIDED & SET BY CONTRACTOR YEAR ONE (1)	1	EACH	_____
00019	COST TO SET PRE-CAST MONUMENT PROVIDED BY USING AGENCY YEAR ONE (1)	1	EACH	_____
00020	COST TO SET POURED IN PLACE MONUMENT (INCLUDING MATERIALS) YEAR ONE (1)	1	EACH	_____
00021	COST OF OTHER MONUMENT AND CAP MATERIALS (BERNTSEN OR OTHER DELIVERABLE MATERIALS) PROVIDED & SET BY CONTRACTOR YEAR ONE (1)	1	EACH	_____

00022	COST TO SET OTHER MONUMENT AND CAP MATERIALS PROVIDED BY USING AGENCY YEAR ONE (1)	1	EACH	_____
00023	COST OF IRON PIN AND CAP MATERIAL AS LINE MARKER PROVIDED & SET BY CONTRACTOR YEAR ONE (1)	1	EACH	_____
00024	COST TO SET IRON PIN AND CAP MATERIAL PROVIDED BY USING AGENCY AS LINE MARKER YEAR ONE (1)	1	EACH	_____
00025	COST OF IRON PIN AND ALUMINUM OR OTHER DETECTABLE METAL CAP AS CORNER MARKERS PROVIDED & SET BY CONTRACTOR YEAR ONE (1)	1	EACH	_____
00026	COST TO SET IRON PIN AND ALUMINUM OR OTHER DETECTABLE METAL CAP PROVIDED BY USING AGENCY YEAR ONE (1)	1	EACH	_____
00027	COST OF FIBERGLASS LINE MARKER PROVIDED & SET BY CONTRACTOR YEAR ONE (1)	1	EACH	_____
00028	COST TO SET FIBERGLASS LINE MARKER PROVIDED BY USING AGENCY YEAR ONE (1)	1	EACH	_____
00029	COST OF ADDITIONAL MYLAR COPIES OF SURVEY PLAN YEAR ONE (1)	1	EACH	_____
00030	COST OF ADDITIONAL FULL-SIZED PAPER COPIES OF SURVEY PLAN YEAR ONE (1)	1	EACH	_____
00031	COURIER FEES FOR FILING IN THE COURTHOUSE (INCLUDING FILING FEES) YEAR ONE (1)	1	EACH	_____
00032	PREPARATION OF SUPPLEMENTAL LEGAL DESCRIPTIONS (ASSUME 25 COURSES OR LESS AS THE BASE UNIT) YEAR ONE (1) (ANY EXCESS OF DELIVERABLES)	1	EACH	_____
00033	LICENSED LAND SURVEYOR AS PRINCIPAL OF BIDDING FIRM ALL INCLUSIVE HOURLY RATE YEAR TWO (2)	1	HRATE	_____
00034	LICENSED LAND SURVEYOR AS PRINCIPAL SUPERVISOR OF SITE-SPECIFIC ENGAGEMENTS ALL INCLUSIVE HOURLY RATE YEAR TWO (2)	1	HRATE	_____
00035	OFFICE SUPERVISION ALL INCLUSIVE HOURLY RATE YEAR (2)	1	HRATE	_____
00036	OFFICE SUPPORT STAFF ALL INCLUSIVE HOURLY RATE YEAR TWO (2)	1	HRATE	_____
00037	GIS/CADD SPECIALIST ALL INCLUSIVE HOURLY RATE YEAR TWO (2)	1	HRATE	_____

00038	MANUAL DRAFTSPERSON ALL INCLUSIVE HOURLY RATE YEAR TWO (2)	1	HRATE	_____
00039	COMPUTER OPERATION ALL INCLUSIVE HOURLY RATE YEAR TWO (2)	1	HRATE	_____
00040	TITLE/RECORDS RESEARCH SPECIALIST ALL INCLUSIVE HOURLY RATE YEAR TWO (2)	1	HRATE	_____
00041	WETLANDS ENVIRONMENTALIST ALL INCLUSIVE HOURLY RATE YEAR TWO (2)	1	HRATE	_____
00042	FIELD SUPERVISOR ALL INCLUSIVE HOURLY RATE YEAR TWO (2)	1	HRATE	_____
00043	FIELD SUPPORT STAFF ALL INCLUSIVE HOURLY RATE YEAR TWO (2)	1	HRATE	_____
00044	TWO PERSON SURVEY PARTY ALL INCLUSIVE HOURLY RATE YEAR TWO (2)	1	HRATE	_____
00045	THREE PERSON SURVEY PARTY ALL INCLUSIVE HOURLY RATE YEAR TWO (2)	1	HRATE	_____
00046	SUBCONTRACTOR FEES FOR GPS SERVICES ALL INCLUSIVE HOURLY RATE YEAR TWO (2)	1	HRATE	_____
00047	PRICE PER GPS POINT YEAR TWO (2)	1	EACH	_____
00048	COST OF CONCRETE MONUMENT AND CAP MATERIAL PROVIDED & SET BY CONTRACTOR YEAR TWO (2)	1	EACH	_____
00049	COST TO SET CONCRETE MONUMENT (CAP PROVIDED BY USING AGENCY) YEAR TWO (2)	1	EACH	_____
00050	COST OF PRE-CAST MONUMENT MATERIAL PROVIDED & SET BY CONTRACTOR YEAR TWO (2)	1	EACH	_____
00051	COST TO SET PRE-CAST MONUMENT PROVIDED BY USING AGENCY YEAR TWO (2)	1	EACH	_____

00052	COST TO SET POURED IN PLACE MONUMENT (INCLUDING MATERIALS) YEAR TWO (2)	1	EACH	_____
00053	COST OF OTHER MONUMENT AND CAP MATERIALS (BERNTSEN OR OTHER DRIVEABLE MATERIALS) PROVIDED & SET BY CONTRACTOR YEAR TWO (2)	1	EACH	_____
00054	COST TO SET OTHER MONUMENT AND CAP MATERIALS PROVIDED BY USING AGENCY YEAR TWO (2)	1	EACH	_____
00055	COST OF IRON PIN AND CAP MATERIAL AS LINE MARKER PROVIDED & SET BY CONTRACTOR YEAR TWO (2)	1	EACH	_____
00056	COST TO SET IRON PIN AND CAP MATERIAL PROVIDED BY USING AGENCY AS LINE MARKER YEAR TWO (2)	1	EACH	_____
00057	COST OF IRON PIN AND ALUMINUM OR OTHER DETECTABLE METAL CAP AS CORNER MARKERS PROVIDED & SET BY CONTRACTOR YEAR TWO (2)	1	EACH	_____
00058	COST TO SET IRON PIN AND ALUMINUM OR OTHER DETECTABLE METAL CAP PROVIDED BY USING AGENCY YEAR TWO (2)	1	EACH	_____
00059	COST OF FIBERGLASS LINE MARKER PROVIDED & SET BY CONTRACTOR YEAR TWO (2)	1	EACH	_____
00060	COST TO SET FIBERGLASS LINE MARKER PROVIDED BY USING AGENCY YEAR TWO (2)	1	EACH	_____
00061	COST OF ADDITIONAL MYLAR COPIES OF SURVEY PLAN YEAR TWO (2)	1	EACH	_____
00062	COST OF ADDITIONAL FULL-SIZED PAPER COPIES OF SURVEY PLAN YEAR TWO (2)	1	EACH	_____
00063	COURIER FEES FOR FILING IN THE COURTHOUSE (INCLUDING FILING FEES) YEAR TWO (2)	1	EACH	_____
00064	PREPARATION OF SUPPLEMENTAL LEGAL DESCRIPTIONS (ASSUME 25 COURSES OR LESS AS THE BASE UNIT) YEAR TWO (2) (ANY EXCESS OF DELIVERABLES)	1	EACH	_____
00065	LICENSED LAND SURVEYOR AS PRINCIPAL OF BIDDING FIRM ALL INCLUSIVE HOURLY RATE YEAR THREE (3)	1	HRATE	_____

00066	LICENSED LAND SURVEYOR AS PRINCIPAL SUPERVISOR OF SITE-SPECIFIC ENGAGEMENTS ALL INCLUSIVE HOURLY RATE YEAR THREE (3)	1	HRATE	_____
00067	OFFICE SUPERVISION ALL INCLUSIVE HOURLY RATE YEAR THREE (3)	1	HRATE	_____
00068	OFFICE SUPPORT STAFF ALL INCLUSIVE HOURLY RATE YEAR THREE (3)	1	HRATE	_____
00069	GIS/CADD SPECIALIST ALL INCLUSIVE CONTINGENCY FEE YEAR THREE (3)	1	HRATE	_____
00070	MANUAL DRAFTSPERSON ALL INCLUSIVE HOURLY RATE YEAR THREE (3)	1	HRATE	_____
00071	COMPUTER OPERATION ALL INCLUSIVE HOURLY RATE YEAR THREE (3)	1	HRATE	_____
00072	TITLE/RECORDS RESEARCH SPECIALIST ALL INCLUSIVE HOURLY RATE YEAR THREE (3)	1	HRATE	_____
00073	WETLANDS ENVIRONMENTALIST ALL INCLUSIVE HOURLY RATE YEAR THREE (3)	1	HRATE	_____
00074	FIELD SUPERVISOR ALL INCLUSIVE HOURLY RATE YEAR THREE (3)	1	HRATE	_____
00075	FIELD SUPPORT STAFF ALL INCLUSIVE HOURLY RATE YEAR THREE (3)	1	HRATE	_____
00076	TWO PERSON SURVEY PARTY ALL INCLUSIVE HOURLY RATE YEAR THREE (3)	1	HRATE	_____
00077	THREE PERSON SURVEY PARTY ALL INCLUSIVE HOURLY RATE YEAR THREE (3)	1	HRATE	_____
00078	SUBCONTRACTOR FEES FOR GPS SERVICES ALL INCLUSIVE HOURLY RATE YEAR THREE (3)	1	HRATE	_____
00079	PRICE PER GPS POINT YEAR THREE (3)	1	EACH	_____
00080	COST OF CONCRETE MONUMENT AND CAP MATERIAL PROVIDED & SET BY CONTRACTOR YEAR THREE (3)	1	EACH	_____

00081	COST TO SET CONCRETE MONUMENT (CAP PROVIDED BY USING AGENCY) YEAR THREE (3)	1	EACH	_____
00082	COST OF PRE-CAST MONUMENT MATERIAL PROVIDED & SET BY CONTRACTOR YEAR THREE (3)	1	EACH	_____
00083	COST TO SET PRE-CAST MONUMENT PROVIDED BY USING AGENCY YEAR THREE (3)	1	EACH	_____
00084	COST TO SET POURED IN PLACE MONUMENT (INCLUDING MATERIALS) YEAR THREE (3)	1	EACH	_____
00085	COST OF OTHER MONUMENT AND CAP MATERIALS PROVIDED & SET BY CONTRACTOR (BERNTSEN OR OTHER DRIVEABLE MATERIALS) YEAR THREE (3)	1	EACH	_____
00086	COST TO SET OTHER MONUMENT AND CAP MATERIALS PROVIDED BY USING AGENCY YEAR THREE (3)	1	EACH	_____
00087	COST OF IRON PIN AND CAP MATERIAL AS LINE MARKER PROVIDED & SET BY CONTRACTOR YEAR THREE (3)	1	EACH	_____
00088	COST TO SET IRON PIN AND CAP MATERIAL PROVIDED BY USING AGENCY AS LINE MARKER YEAR THREE (3)	1	EACH	_____
00089	COST OF IRON PIN AND ALUMINUM OR OTHER DETECTABLE METAL CAP AS CORNER MARKERS PROVIDED BY CONTRACTOR YEAR THREE (3)	1	EACH	_____
00090	COST TO SET IRON PIN AND ALUMINUM OR OTHER DETECTABLE METAL CAP PROVIDED BY USING AGENCY YEAR THREE (3)	1	EACH	_____
00091	COST OF FIBERGLASS LINE MARKER PROVIDED BY CONTRACTOR YEAR THREE (3)	1	EACH	_____
00092	COST TO SET FIBERGLASS LINE MARKER PROVIDED BY USING AGENCY YEAR THREE (3)	1	EACH	_____
00093	COST OF ADDITIONAL MYLAR COPIES OF SURVEY PLAN YEAR THREE (3)	1	EACH	_____

00094	COST OF ADDITIONAL FULL-SIZED PAPER COPIES OF SURVEY PLAN YEAR THREE (3)	1	EACH	_____
00095	COURIER FEES FOR FILING IN THE COURTHOUSE (INCLUDING FILING FEES) YEAR THREE (3)	1	EACH	_____
00096	PREPARATION OF SUPPLEMENTAL LEGAL DESCRIPTIONS (ASSUME 25 COURSES OR LESS AS THE BASE UNIT) YEAR THREE (3) (ANY EXCESS OF DELIVERABLES)	1	EACH	_____

The bidder must provide a price for each bid item or the bid proposal shall be considered non-responsive.

Pricing shall be used for evaluation purposes.

ATTACHMENT 6 - RECIPROCITY FORM

RECIPROCITY FORM **(Optional Submission)**

IMPORTANT NOTICE TO ALL BIDDERS

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

.....

Name of Locality having preference practices:

City /Town/Authority	
County	
State	

☐ Documentation Attached

☐ Resolution ☐ Regulations/Laws
☐ Notice to Bidder ☐ Other _____

Name of Firm Submitting this information _____
Please Print

EXHIBIT 1 - WETLANDS DELINEATION INFORMATION

SAMPLE WETLANDS DELINEATION INFORMATION BLOCK IS FOR USE IN THE EVENT OF AN ACTUAL WETLANDS DELINEATION ON THE SURVEYED PROPERTY MADE AS PART OF A SITE-SPECIFIC ENGAGEMENT FOR THE USING AGENCY:

The following information shall be provided substantially in accordance with this format:

WETLANDS DELINEATION INFORMATION	
ENVIRONMENTALIST: _____ (individual name) _____	
ORGANIZATION: _____ (organization name) _____	
ADDRESS: _____ (address) _____ _____	
PHONE: _____ (area code & number) _____ FAX: _____ area code & number _____	
EMAIL: _____	
DELINEATION PREPARED FOR: _____	
DATE OF DELINEATION: _____	
_____ Signature of Environmentalist	_____ Date Signed

EXHIBIT 2 – AGENCY FAX NOTIFICATION

GREEN ACRES STATE LAND ACQUISITION
DIVISION NOTIFICATION FAX TRANSMITTAL

DATE: _____

FROM:

Surveyor _____
Name of Survey Firm _____
Phone FAX _____ VOICE _____
Email _____

FAX NOTIFICATION TO:

_____	Division of Parks and Forestry Edward Mulvan, Office of Resource Development	Fax 609-633-7593 Voice 609-292-4853
	OR	
_____	Division of Fish, Game and Wildlife Raymond Porutski, Central Region Office	Fax 609-259-8155 Voice 609-259-2132
	OR	
_____	Office of Natural Lands Management Robert Cartica , Acting Administrator	Fax 609-984-1427 Voice 609-984-1339

RE: Green Acres Survey Reference No. _____
Project Name & Number _____
Seller's Name _____
Municipality _____ County _____
Tax Block Number(s) _____ Tax Lot Number(s) _____
Street Address of Property _____

Our firm is under contract to provide Professional Land Surveying Services to GREEN ACRES STATE LAND ACQUISITION in connection with the above referenced land acquisition project.

Be advised that members of our field crew expect to initiate the survey work on the subject property starting on _____ and our due date to complete work is _____.

We would greatly appreciate you loaning to us copies of any prior surveys or deed documents that may be in the possession of your staff that would assist in the completion of this project. Please call me here at the office to advise if you have any such documents.

RETAIN THIS FORM TO SUBMIT AS CONTRACT DELIVERABLE FOLLOWING
FAX TRANSMITTAL

EXHIBIT 3 – NOTIFICATION OF ENTRY LETTER

(Company Letterhead)

(date)

(To Property Owner, Lessee/Occupant)

(Postal Address)

(Postal Address)

RE: Project No. _____ Project Name _____
Lands N/F of _____
Municipality _____, County _____
Block _____ Lot _____
Street Address _____
Survey Reference No. _____

Dear _____:

Our firm is under contract to provide Professional Land Surveying Services to _____
as the Using Agency in connection with the above referenced land acquisition project.

In order to perform the land survey, our staff must gather field evidence, make measurements, and obtain data relative to existing physical characteristics and conditions of the lands being surveyed and sometimes on those lands that adjoin the project. It may be necessary for our land survey crew to enter upon your property for this purpose.

Be advised that there are several laws that provide specific authority for land surveyors to enter property for the purpose of making surveys. This letter is being provided to you as written notice that members of this office may be on your property during the period between (____time period____) and (____ time period____).

Your cooperation in this success of this engagement is important to us. We would greatly appreciate you loaning to us copies of any prior surveys or deed documents that you may have in your possession that would assist in the completion of this project. Please call me here at the office to advise if you have any such documents.

If you have any questions concerning this project, please call (_____project coordinator identified in the site-specific RFP_____) who can be reached by calling (____area code and phone number____). While the work is being performed, we will make every effort to cause as little inconvenience as possible.

Very truly yours,

CC Police Department
Using Agency
Using Agency Project Manager

EXHIBIT 4 – AERIAL PHOTO INFORMATION BLOCK

The following information shall be provided substantially in accordance with this format:

<p style="text-align: center;">AERIAL PHOTO INFORMATION BLOCK</p> <p>Source of Mapping_____</p> <p>Panel or Identification Number_____</p> <p>Date of Photography_____</p>

EXHIBIT 5 – LEGEND OF ACQUISITION

The following information shall be provided substantially in accordance with this format:

LEGEND OF ACQUISITION

PROJECT INFORMATION

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION (if Tenancy-in-Common, include % interest as below)

PROJECT NAME: _____

GREEN ACRES SOURCE OF FUNDING/ PROJECT NUMBER: SA - -

GREEN ACRES PARTICIPATION ACRES THIS FUNDING SOURCE: _____

SELLER'S NAME: _____

MANAGING AGENCY/ENTITY: _____

(Add only if a Tenancy-in-Common with Acquisition Partners identified on Detail Sheet - add lines for other partners)

ACQUISITION PARTNER: _____ as to ____% interest, Tenants-in-Common

PROJECT NAME: _____

GREEN ACRES SOURCE OF FUNDING/ PROJECT NUMBER: _____

GREEN ACRES PARTICIPATION ACRES THIS FUNDING SOURCE: _____

AREA SUMMARY

TOTAL GROSS AREA SURVEYED _____ ACRES

SUBJECT TO:

AREA IN PUBLIC ROADS _____ ACRES

AREA SUBJECT TO RIPARIAN CLAIM OF NEW JERSEY _____ ACRES

TOTAL AREA UNDER NAVIGABLE FRESH WATERS _____ ACRES

MUNICIPALITY: _____ COUNTY: _____

TAX BLOCK: _____ LOT: _____ ENTIRE__or PART__ (OF LOT) FEE__ PERCENT of LOT: _____ ACRES: _____

EASEMENT__ TYPE OF EASEMENT _____

BLOCK: _____ LOT: _____ MUNICIPALITY: _____ COUNTY: _____

ENTIRE__or PART__ (OF LOT) FEE__ PERCENT of LOT: _____ ACRES: _____

EASEMENT__ TYPE OF EASEMENT _____

**EXHIBIT 6 – SURVEYOR’S CERTIFICATION AND SUMMARY FORM
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GREEN ACRES PROGRAM
STATE LAND ACQUISITION PROGRAM

SURVEYOR’S CERTIFICATION AND SUMMARY FORM

PROJECT INFORMATION

PROJECT NAME: _____
GREEN ACRES SOURCE OF FUNDING/ PROJECT NUMBER: SA- - _____
GREEN ACRES PARTICIPATION ACRES THIS FUNDING SOURCE: _____
SELLER’S NAME: _____
MANAGING AGENCY/ENTITY: _____

ACQUISITION PARTNER: _____
PROJECT NAME: _____
GREEN ACRES SOURCE OF FUNDING/ PROJECT NUMBER: _____
GREEN ACRES PARTICIPATION ACRES THIS FUNDING SOURCE: _____

ACQUISITION PARTNER: _____
PROJECT NAME: _____
GREEN ACRES SOURCE OF FUNDING/ PROJECT NUMBER: _____
GREEN ACRES PARTICIPATION ACRES THIS FUNDING SOURCE: _____

ACQUISITION PARCEL INFORMATION

BLOCK: _____	LOT: _____	MUNICIPALITY: _____	COUNTY: _____
ENTIRE__ or PART__ (OF LOT)	FEE__	PERCENT of LOT: _____	ACRES: _____
	EASEMENT__	TYPE OF EASEMENT _____	
BLOCK: _____	LOT: _____	MUNICIPALITY: _____	COUNTY: _____
ENTIRE__ or PART__ (OF LOT)	FEE__	PERCENT of LOT: _____	ACRES: _____
	EASEMENT__	TYPE OF EASEMENT _____	
BLOCK: _____	LOT: _____	MUNICIPALITY: _____	COUNTY: _____
ENTIRE__ or PART__ (OF LOT)	FEE__	PERCENT of LOT: _____	ACRES: _____
	EASEMENT__	TYPE OF EASEMENT _____	

ACQUISITION SURVEY INFORMATION

PREPARED FOR : NJDEP GREEN ACRES PROGRAM
SURVEY FIRM: _____ CONTRACT No. S- _____
SURVEYOR: _____ NJPLS No. _____
DATE ON SURVEY PLAN: _____ DATE SIGNED: _____ DATE LAST REVISED: _____

ACQUISITION TITLE INFORMATION

TITLE COMPANY _____
COMMITMENT No. _____ DATE OF COMMITMENT _____

CERTIFICATION

I hereby certify that I have completed the above survey(s) in accordance with the Green Acres Survey Guidelines contained in a written contract as indicated. Based upon an actual field survey and my examination of evidence, the above parcels consist of a total surveyed area of _____ acres subject to the following:

EASEMENTS _____
RESTRICTIONS _____
CONDITIONS _____
PUBLIC ROAD _____ AC. CLAIMED NJ TIDELANDS _____ AC. CLOUDED TITLE _____ AC.
UNDERWATER _____ AC. ENCROACHMENTS: YES__ NO__ NUMBER OF DESCRIPTIONS: _____

SURVEYOR’S SIGNATURE, DATE & SEAL

REVIEW BY GREEN ACRES, NJDEP

NET AREA OF ENCUMBRANCE DETERMINED BY GREEN ACRES _____ AC.

EXHIBIT 7 - CHECKLIST OF WORK COMPLETED
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM
STATE LAND ACQUISITION PROGRAM

3.6 SURVEY CONTRACT DELIVERABLES

3.6.1 Copies of Notifications – Letterhead Standard Notice

- ☐ 3.6.1.1 Division Fax Notification – Required -
- ☐ 3.6.1.2 Property Owner Notification – Required -
- ☐ 3.6.1.3 Police Department Notification – Required -
- ☐ 3.6.1.4 Adjoiner Notification – If Necessary -
- ☐ 3.6.1.5 Misc. Notification (Utility, etc.) – If Necessary

3.6.2 Copies of Written Consent – Letterhead Request with Reply

- ☐ 3.6.2.1 Adjoiner Consent to Cut Brush or Trees
- ☐ 3.6.2.2 Using Agency Consent to Cut Trees

☐ **3.6.3 Traverse Closure - Precision/Radial Error/Area**

☐ **3.6.4 Full size Paper Copies of Survey Plan – 15 Folded Copies for EACH ACQUISITION PARTNER**

☐ **3.6.5 Full size Mylar Survey Plan – Submit one for EACH PARTNER, Rolled**
(File Two Additional)

☐ **3.6.6 Metes and Bound Description and Reduced Survey Plan – 15 copies for EACH ACQUISITION PARTNER with reduced plan as last sheet and stapled together**

3.6.7 Digital Files for EACH ACQUISITION PARTNER

Cover Label:

- ☐ Property Owner Name and Owner ID#
- ☐ Project Number & Name
- ☐ Municipal Tax Block and Lot numbers
- ☐ Municipality & County
- ☐ Survey Firm
- ☐ Date of Survey
- ☐ Survey Reference Number.

Contains:

- ☐ 3.6.7.1 Descriptions
- ☐ 3.6.7.2 AutoCAD .dwg
- ☐ 3.6.7.3 Linework .dxf format

☐ **3.6.8 Surveyor's Certification and Summary Form**

☐ **3.6.9 This Checklist of Work completed, Detail Sheet and tax map from Site-Specific Engagement**

☐ **3.6.10 File Survey Plan on behalf of Using Agency HOLD TWO MAPS FOR FILING**

The Contractor shall submit copy of County Receipt within 30 days of notification of closing by Using Agency.

3.6.11 Optional Corner Marker Description Sheets (if requested on Detail Sheet)

- ☐ Corner Number /Character of Mark
- ☐ Project Information/Seller Information
- ☐ Location of Mark
- ☐ Survey Firm
- ☐ Cap Detail
- ☐ Sketch with field witness marks
- ☐ Photograph of south side of mark, looking northward.

Prepared by PLS

Date

EXHIBIT 8 – TECHNICAL PROPOSAL DATA SHEETS
TECHNICAL PROPOSAL - BIDDER DATA SHEETS
CAPABILITIES, ORGANIZATIONAL SUPPORT, EXPERIENCE AND QUALIFICATIONS
Mandatory Submittal with Bid

Vendor Information

1 Location of bidder's office that will be responsible for managing this contract.

NAME OF FIRM _____

NAME OF RESPONSIBLE NJ LIC. LAND SURVEYOR _____

ADDRESS _____

PHONE # _____

(The bidder must have a telephone)

FAX # _____

(The bidder must have a facsimile telephone device (FAX machine) for transmitting or receiving data.)

EMAIL ADDRESS _____

(The bidder must have an email address for transmitting or receiving data.)

For which Region are you bidding? **(CIRCLE ONE, NOT MORE THAN TWO)**

Central South-Central South Northwest Northeast Urban

Approximate percentage of the bidder's work load relative to LAND BOUNDARY SURVEYING ____ %

The bidder must indicate the type of coordinate geometry program (COGO) used by the survey firm and the type of computer aided drafting and design (CADD) software used by the firm to produce DXF data files of survey polygons.

2. Name(s) and telephone and cell phone number(s) of management personnel to be contacted if problems or emergencies occur.

3 Name of individual that may be contacted at all times if service or information is requested by the Using Agency.

4 Bidder should list name of insurance firm from which required Professional Liability Insurance has been or shall be obtained and a contact person to verify coverage and amount.

NAME OF INSURANCE FIRM _____

ADDRESS: _____

POLICY NO. _____ AMOUNT _____

POLICY DATES _____

NAME OF CONTACT: _____

PHONE # (INCLUDE AREA CODE) _____

5 New Jersey Land Surveyors and New Jersey License Numbers

(List all Contractoremployees and provide New Jersey license number. Indicate if New Jersey Board of Professional Engineers and Land Surveyors has ever taken action against licensee. If so, please provide year and nature of complaint, and Board action taken.)

6 How many calendar days will be required by your firm to assume all contractual duties and responsibilities in the event that you are successful in obtaining this contract? _____

7 Organization Chart

Provide an organization chart covering your firm's entire organizational structure. Include position title and individual's name for each position. The purpose of this chart is to demonstrate to the State how management personnel assigned to respond to this contract fits within your overall organization. A separate page or copy of an existing, current company organization chart may be inserted here, provided it meets these requirements.

8 Functional Flow Chart

Provide a project functional flow chart to demonstrate your corporate level management plan for responding to projects awarded under this contract. Include position title and individual's name for each individual assigned directly to this project. If a subContractor is proposed for any services, all management level and onsite personnel of the subContractors should be included and clearly identified as subContractors. A separate page may be inserted here, provided it meets these requirements.

9 Detailed Resume

Provide a detailed resume for each corporate level and management individual assigned to this project as listed in Section 7.3. Resumes submitted should correspond directly to the chart provided in response to Section 7.3. Bidders are strongly urged to include the following:

NAME:

TITLE:

DUTIES OF CURRENT POSITION:

YEARS EMPLOYED BY FIRM:

YEARS WORKED IN THE LAND SURVEYING PROFESSION:

EMPLOYMENT EXPERIENCE RELATIVE TO LAND SURVEYING SERVICES:

EMPLOYMENT EXPERIENCE RELATIVE TO OTHER RELATED EMPLOYMENT ACTIVITIES:

BRIEF DESCRIPTION OF PROPOSED DUTIES AND RESPONSIBILITIES UNDER THIS CONTRACT:

EDUCATION AND TRAINING:

PROFESSIONAL MEMBERSHIPS:

10 References of Firm

Bidder shall list references that clearly demonstrate proven capabilities in performing services similar to those included in this RFP. Include the name of reference, individual with phone number to verify reference, length of service to reference, and nature of service, including area (in acres) surveyed.

NAME OF REFERENCE_____

ADDRESS_____

INDIVIDUAL STATE MAY CONTACT FOR VERIFICATION_____

PHONE NUMBER OF CONTACT PERSON(INCLUDE AREA CODE)_____

LENGTH OF SERVICE OR CONTRACT PERIOD_____

DESCRIPTION OF SIMILAR SERVICE_____

APPROXIMATE AREA (ACRES) SURVEYED_____

11 Prior Contracts Terminated

Provide a list of contracts your firm has lost during the last three (3) years, along with the reason the contract was terminated for each survey. List client, name of contact person and phone number and reason for termination. If none, so state.

12 Current Survey Contracts

List, in outline form, present ongoing surveying engagements your firm has.

13 SubContractor Data Sheet

14 Identity of Subcontracting Firm(s)

Provide subContractor's firm name, address, contact person, and phone number for each function

Function:

Firm Name:

Address:

Contact Person:

Phone Number:

15 Subcontracting Officers

List below the name(s), title(s) and functions of the responsible operating officers.

<u>Name</u>	<u>Function</u>	<u>Title</u>
-------------	-----------------	--------------

16 SubContractor Experience

Indicate below the subContractor's experience in performing services similar to those required by this RFP.

17 SubContractor References

List three (3) references for the subContractor's firm.

Name: _____ Phone: () _____ - _____

Name: _____ Phone: () _____ - _____

Name: _____ Phone: () _____ - _____

APPENDIX 1 - NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a Contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 **BUSINESS REGISTRATION** - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subContractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>
- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey 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 there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subContractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The Contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the Contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The Contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The Contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The Contractor will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

- 2.1 LIABILITY - COPYRIGHT** - The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 INDEMNIFICATION** - The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE** - The Contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY
Purchase Bureau - Bid Ref.#

The insurance to be provided by the Contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
 2. PRODUCTS/COMPLETED OPERATIONS
 3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE
\$100,000 DISEASE EACH EMPLOYEE
\$500,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

- 3.1 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the Contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The Contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the Contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 24- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
 2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

- a. Issue an award notice for those offers accepted by the State;
- b. Return all bond securities to those who have not been issued an award notice.

All bid security from Contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the Contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the Contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the Contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term Contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
 1. The Contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the Contractor to provide faithful performance of the contract.
 2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

- 3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

3.5 TERMINATION OF CONTRACT

- a. For Convenience

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the Contractor with an opportunity to respond.

In the event of such termination, the Contractor shall furnish to the using agency, free of charge, such reports as may be required,

- b. For cause:
 1. Where a Contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the Contractor with an opportunity to respond.
 2. Where a Contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the Contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the Contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

- 3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.

3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the Contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the Contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subContractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subContractor and the State.

3.12 MERGERS, ACQUISITIONS - If, subsequent to the award of any contract resulting from this Request for Proposal, the Contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded Contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the Contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.

- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the Contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The Contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the Contractor failing to meet his commitments.

3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES - The State 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.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

3.19 MAINTENANCE OF RECORDS - The Contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or Contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

- 4.2 DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at Contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

- 4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

- 4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

- 4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the Contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State Contractors the opportunity to be paid through the MasterCard procurement card (p-card). A Contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a Contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a Contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a Contractor must be capable of accepting MasterCard. For more information, call your bank or any merchant services company.

- 4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

- 4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

- 5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

- 6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE

NOTICE TO ALL BIDDERS **SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.