

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
PROFESSIONAL LAND SURVEYING SERVICES
(Reference 2016-RFQ/P-046-HM)

QUESTIONS & ANSWERS #5 / ADDENDUM #3

June 24, 2016

Following is the Authority's responses to questions received regarding the subject RFB.

QUESTION #1: *"Please confirm all surveys should be completed based on 2016 ALTA/NSPS standards."*

ANSWER: As indicated in "Section 1 – Intent / Summary of Scope":

*"For purposes of this RFQ/P, all Work performed under the resulting contract shall be in accordance with the American Land Title Association (ALTA) and the American Congress on Surveying and Mapping (ACSM) Land Title Surveying requirements. **NO EXCEPTIONS.**"*

Also as indicated in "Attachment A – Scope of Services / Deliverables" – "Section 3 – Deliverables", "Item H – Authority Review and Approval":

"Throughout the term of the contract and any extensions thereto, all Work performed and Deliverables achieved / submitted shall be subject to the final approval and acceptance of the New Jersey Economic Development Authority. The Authority, in its sole discretion, shall determine whether such Work and / or Deliverable(s) meets its business operational requirements. Proposers are reminded that all work is performed under the resulting contract shall be in accordance with the American Land Title Association (ALTA) and the American Congress on Surveying and Mapping (ACSM) Land Title Surveying requirements."

QUESTION #2: *"Can you provide a detail of the concrete monument and brass monument? Do you have specific requirements for each?"*

ANSWER: The Authority does not have specific dimensional requirements regarding the monument sizes to be used. Proposers may provide an accepted industry-standard monument, in the performance of the Work.

Proposers are directed to refer to Addendum #3 - Item #1.

QUESTION #3: *"Will the winning firm be required to pay field crew members prevailing wage rates?"*

ANSWER: These Professional Survey Services are not subject to the requirements of Prevailing Wage.

QUESTION #4: *"Please define intellectual property."*

ANSWER: "As indicated in "Section 23 - Responsibilities of the Vendor", "Intellectual Property" (IP) is defined as any materials, computer software solutions, resources, etc. used by the Vendor in the performance of the Work under the resulting Contract, which were developed or owned by the Vendor PRIOR to the award and execution of the resulting Contract. As stated in this "Section 23":

*"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 Authority** and shall be delivered to the Authority upon thirty (30) days notice by the New Jersey Economic Development Authority. Regarding software computer programs and / or source code developed solely for the Authority, the work shall be considered "work for hire", that is, the Authority, not the Vendor or subconsultant firm, 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, the Vendor or subconsultant firm hereby assigns to the Authority all right, title and interest in*

and to any such material and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.”

As such, any development performed in the performance of the Work shall belong to the Authority; any tools / resources which existed prior to the execution of the Contract for Professional Services shall remain the property of the Vendor.

QUESTION #5: “When title searches are ordered by the Authority, will they include all easements and right-of-way information within 100 feet of the site boundary or within such additional distance as may be required by local ordinance?”

ANSWER: A title will be ordered for the subject site and should include recorded easements / restrictions that affect the property in question. The title will not be ordered for adjacent parcels that are not part of a feasibility study or pending project.

QUESTION #6: “Please clarify statement “vertical datum shall be National Geodetic Vertical Datum (“NGVD”) NAVD 1988”. NGVD 1929 and NAVD 1988 are different datums.”

ANSWER: Vertical Datum shall be NAVD 1988.

Proposers are directed to refer to Addendum #3 - Item #2.

QUESTION #7: “Please clarify the requirements to show site vegetation. Is this limited to tree lines or are individual trees required?” If individual trees are required, what is the minimum caliper required for location?”

ANSWER: Tree and shrub lines showing the limits of vegetative growth within the property survey in question are acceptable for the identification of site vegetation.

QUESTION #8: “Item 3 Ed (Page 38) requires topographic information “extended to 100 feet beyond the site”. Does this just include the adjoining roadways only or within adjoining properties as well? If adjoining properties are required, will the Authority coordinate access permission with each individual owner?”

ANSWER: Where practical, the topographic mapping shall extend to 50 feet beyond the site, including the entire width of ROW of the perimeter and adjoining roads. The Authority will assist the Vendor with gaining access to adjoining properties as needed.

Proposers are directed to refer to Addendum #3 - Item #3.

QUESTION #9: “Is the Authority requiring a private utility markout on every site to comply with Item 3 E. e. (Page 38)?”

ANSWER: Yes.

QUESTION #10: “RFP states no sub-consultants are allowed but also states aerial photography may be used. If a firm does not offer in-house capabilities for this specialized service, does this preclude them from responding to the RFP?”

ANSWER: No. Proposers are directed to “Section 22 - Substitution Of Staff And / Or Subconsultant Firms – Item A – Acquiring Specialized Services”:

“...Only in such instances where the Work to be performed is of a specialized nature and cannot be performed by the Vendor’s in-house staff and where such Work was not originally contemplated at the time of the issuance of this “Request for Qualifications / Proposals”, but where such work is directly related to the Professional Land Surveying Services required herein; the Vendor shall identify and substantiate the need to secure such specialized services from a qualified subcontractor / subconsultant and will obtain approval to do so from the Authority’s staff. If express, written approval has been issued by the Authority’s Designated Contract Manager, then the Vendor shall procure its subconsultant in accordance with the procedures and methodologies outlined in the Authority’s “Solicitation of Quotations and Proposals Methodology” (reference Exhibit N) and approvals for such purchases will be issued utilizing the “Procurement Approval Request” (reference Exhibit O) and as further detailed below....”

If the Proposer is unable to provide aerial photography services with in-house staff, it may subcontract for these services with prior Authority approval.

QUESTION #11: "Page 27 Submission requirements – a) Do we bind the one (1) printed, signed original? b) Do we bind the one (1) printed copy of the signed original?"

ANSWER: Yes to both items. As stated in the RFQ/P specifications, "Section 36 – Submission Due Date":

"All proposals shall be submitted as follows:

- a. one (1) printed, signed *original*
- b. one (1) printed copy of signed original
- c. one (1) printed copy of the signed proposal, *unbound*
- d. a signed Adobe .pdf version supplied on eight (8) compact discs or thumb drives (the Fee Schedule shall not appear on these eight (8) compact discs or thumb drives)
(Each compact disc or thumb drive must include the electronic (i.e. scanned) versions of any and all submittals / samples / documents supplied with the proposal submission.)
- e. a fully completed and signed "Fee Schedule"

ONLY one (1) copy of the proposal shall be submitted unbound, as indicated in Item c.

QUESTION #12: "In Exhibit R, Fee Schedule, do we need to complete the "Estimated Expenditure" section since we have no idea of what projects may arise from this contract?"

ANSWER: No. The "Estimated Expenditure" on the Fee Schedule is calculated automatically, based on the Unit Price and Fully Burdened Hourly Rate entered by the Proposer. The Authority attaches a specimen Fee Schedule marked with ovals to indicate those areas, where pricing is to be indicated.

QUESTION #13: "In Exhibit R, Fee Schedule, under section 3 & 4 "Contact Prints", what constitutes a set of prints? How many are in a set?"

ANSWER: As indicated in the RFQ/P – "Attachment A – Scope of Services / Deliverables", "Section 3 – Deliverables", "Item G – Format / Manner of Delivery / Reporting":

"If the Authority has authorized the use and submission of aerial photography, the Vendor shall:

- e. *provide one (1) set of 8" x 8" contact prints of any aerial photography used to prepare the Topographic Base Map, if required by the Authority; and*
- f. *provide two (2) color aerial photographs of the Site at a resolution suitable to produce a 30" x 42" presentation poster board for later use at public meeting, if required by the Authority."*

The Authority clarifies its specifications to indicate that Item e. (above) defines "one (1) set" as including one (1) 8x8 contact print of every aerial photograph used by the Vendor to prepare the Topographic Base Map. It is assumed that the number of contact prints will vary depending on the size of the property survey in question. Example: if the Vendor used five (5) aerial photographs to prepare the Topographic Base Map, then "one (1) set" would include five (5), 8x8 contact prints.

Item f. (above) indicates two (2) color aerial photographs of the site.

Proposers are directed to refer to Addendum #3 - Item #4.

ADDENDUM #3

June 24, 2016

In accordance with its Response issued to Questions & Answers #5 (dated June 24, 2016), the Authority AMENDS its Specifications, to ADD / INCLUDE the following requirements.

- 1) In consideration of the Authority's response to Question #2, above, the Authority AMENDS its Specifications as follows:

"Attachment A – Scope of Services / Deliverables" – "Section 3 – Deliverables" – "Item C" – "Subsection n." is Amended to include the following:

Proposers may provide accepted industry-standard monument(s) in the performance of the Work.

- 2) In consideration of the Authority's response to Question #6, above, the Authority CLARIFIES its Specifications as follows:

"Attachment A – Scope of Services / Deliverables" – "Section 3 – Deliverables" – "Item E – Topographic / Utility Survey Plan" is CLARIFIED as follows:

Vertical Datum shall be NAVD 1988.

- 3) In consideration of the Authority's response to Question #8, above, the Authority AMENDS its Specifications as follows:

"Attachment A – Scope of Services / Deliverables" – "Section 3 – Deliverables" – "Item E – Topographic / Utility Survey Plan" – "Subsection d." is AMENDED as follows:

From: *"d. shall extend to 100 feet beyond the Site or to such additional distance as may be required by local subdivision or land development ordinances, where practical; and"*

To: **d.** shall extend to 50 feet beyond the Site, including the entire width of ROW of the perimeter and adjoining roads or to such additional distance as may be required by local subdivision or land development ordinances, where practical (the Authority will assist the Vendor with gaining access to adjoining properties as needed); and

- 4) The Authority issues a revised *"Fee Schedule"* - Revision 11 (06-24-16), which allows Proposers access to the *"Fully Burdened Hourly Rates Position / Title"* to be entered in *"Sections 6A-M"*.

- 5) In consideration of the delay in responding to questions submitted, the Authority EXTENDS the Due Date for Receipt of Proposals as follows:

From: *"at or before 3:00 PM (EST), on Tuesday, June 28, 2016"*

To: **at or before 3:00 PM (EST), on Tuesday, July 5, 2016**



NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

RFQ/P #: 2016-RFQ/P-046-HM

PROFESSIONAL LAND SURVEYING SERVICES for the REAL ESTATE DEVELOPMENT DIVISION

EXHIBIT R - MANDATORY FEE SCHEDULE - Sections 1-6A-M
OPTIONAL FEE SCHEDULE - Sections 7-9

FIVE (5) YEAR OUT-OF-POCKET EXPENDITURE PROJECTION

- Proposals which fail to complete Sections 1-6A-M will be deemed non-responsive and will not be evaluated. If a fee will not be assessed for a particular service, the Proposer should indicate \$0.00 as its Price / Fee. If left "blank", the Price / Fee will be evaluated as though a fee will not be assessed.
- The Proposer may indicate an "Annual Percentage Price Escalator", if any, by which it will increase its stated prices during the Extension Option Years, if so exercised.
- Proposers shall specify "Fully Burdened Hourly Rates" (Section 6A-M) for each position which will or which it is expected will perform Work against the resulting contract.

IMPORTANT NOTE REGARDING CHANGES to this FORM
DO NOT DELETE OR USE THE SPACE BAR TO MAKE CHANGES TO THIS FEE SCHEDULE. YOU MUST "CLEAR CONTENTS" IN A GIVEN CELL.
This is done by right clicking the mouse and selecting "Clear Contents".

The Proposer shall indicate its pricing for EACH of these "Mandatory Fee Schedule" items, as indicated below. Failure to do so will render the proposal materially non-responsive.

SECTION	FEE SCHEDULE SERVICES	EST. QTY.	UNIT of MEASURE	UNIT PRICE	EXTENDED PRICE	ESTIMATED EXPENDITURE INITIAL TERM (Initial Two (2) Year Term)	ESTIMATED EXPENDITURE FIRST ONE (1) YEAR EXTENSION OPTION (3rd Year - if so exercised)	ESTIMATED EXPENDITURE SECOND ONE (1) YEAR EXTENSION OPTION (4th Year - if so exercised)	ESTIMATED EXPENDITURE THIRD ONE (1) YEAR EXTENSION OPTION (5th Year - if so exercised)	PROJECTED TOTAL FIVE (5) YEAR PROJECTED "OUT OF POCKET" EXPENDITURE (to include a quantity of one (1) Revised Fully Burdened Hourly Rate)	
1	Concrete Monuments	1	each		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2	Brass Monuments	1	each		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3	Cost for One (1) Set of 8" x 8" Contact Prints of any EXISTING Aerial Photography (used to prepare the Topographic Base Map)	1	each		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	Cost for One (1) Set of 8" x 8" Contact Prints of any NEW Aerial Photography (used to prepare the Topographic Base Map)	1	each		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5	Cost for Two (2) Color Aerial Photographs of the Site (at a resolution suitable to produce a 30" x 42" raster board)	1	each		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6	FULLY BURDENED HOURLY RATES POSITION / TITLE			FULLY BURDENED HOURLY RATE	EXTENDED PRICE	ESTIMATED EXPENDITURE INITIAL TERM (Initial Two (2) Year Term)	ESTIMATED EXPENDITURE FIRST ONE (1) YEAR EXTENSION OPTION (3rd Year - if so exercised)	ESTIMATED EXPENDITURE SECOND ONE (1) YEAR EXTENSION OPTION (4th Year - if so exercised)	ESTIMATED EXPENDITURE THIRD ONE (1) YEAR EXTENSION OPTION (5th Year - if so exercised)	PROJECTED TOTAL FIVE (5) YEAR PROJECTED "OUT OF POCKET" EXPENDITURE (to include a quantity of one (1) Revised Fully Burdened Hourly Rate)	
	A	1	hour		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	B			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	C			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	D			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	E			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	F			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	G			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	H			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	I			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	J			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	K			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	L			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	M			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

PROPOSER SHALL ENTER THE TOTAL # OF POSITIONS indicated above (in Section 6A-7)

BLENDED FULLY BURDENED HOURLY RATE (Total number of hourly rates indicated, divided by the number of positions, i.e. an average.) (This field will automatically calculate based on the total number of positions entered to the left.)

7	OPTIONAL: Additional Copies of Signed, Sealed Boundary Survey Plan (in excess of the requisite six (6) copies)	1	each		\$0.50					#VALUE!
8	OPTIONAL: Annual Percentage (%) Price Escalator (if any) (Applicable to Extension Option Years ONLY (i.e. 3rd-5th years of the Contract, if so exercised))									#VALUE!
9	OPTIONAL: After-Hours Premium Percentage (%) (if any) for Work Performed Outside of Normal Business Hours									#VALUE!

For regarding pricing and its impact that all Proposer's pricing is proposed against the Authority shall indicate the "Annual Percentage Price Escalator", if so indicated, the "After-Hours Premium Percentage", if so indicated, and the "Blended Hourly Rate" when determining the Proposed Total Five (5) Year Out-of-Pocket Expenditure Costs, based on a quantity of one (1) for each all items, in consultation of the Authority preliminary requesting one (1) or more Extension Options.

PROJECTED 5 YEAR OUT-OF-POCKET TOTAL COSTS #VALUE!

THE PROPOSER SHALL COMPLETE THIS SECTION

THE FEE SCHEDULE and INSTRUCTIONS FOLLOWING DO NOT CONSTITUTE THE FEE SCHEDULE.

Proposer's Company Name: _____

Street Address: _____ City/State: _____ Zip Code: _____

Authorized Representative's Name: _____ Authorized Representative's Title: _____ Phone #: _____

Authorized Representative's Signature: _____ E-mail Address: _____ Telephone #: _____ Cell Phone #: _____

IMPORTANT NOTE:
1. In the event there are additional fees which the Proposer intends to assess that are not referenced in this Fee Schedule, the Proposer shall submit a question under the "Questions & Answers Period" afforded this RFQ/P process. Fee Schedules which include additional charges beyond those indicated above, shall be deemed non-responsive and therefore, subject to rejection.