**TOWNSHIP OF LACEY**



RFP: IMPLEMENTATION OF **LEAD BASED PAINT HAZARD INSPECTION PROGRAM**

## RFP OPENING: TUESDAY, MAY 7, 2024, 10:00 AM

TOWNSHIP OF LACEY

818 LACEY ROAD

FORKED RIVER, NJ 08731

TOWNSHIP OF LACEY

TOWNSHIP OF LACEY REQUEST FOR PROPOSAL FOR:

IMPLEMENTATION OF LEAD BASED PAINT HAZARD INSPECTION PROGRAM

**ISSUE DATE: Friday, April 19, 2024**

**PROPOSAL DUE DATE: Tuesday, May 7, 2024**

The Township of Lacey is requesting proposals from individuals and companies to implement a lead-based paint hazard inspection program in the Township. The program will include all work necessary to comply with P.L. 2021, Chapter 182; N.J.A.C. 5:28A; and Lacey municipal code, Chapter 209 Rental Properties, Article IV Lead-Based Paint Hazard Inspections. Program services include on-site surface-by-surface, room-by-room lead inspections of the interior and exterior of the home using visual inspection and dust wipe analysis on certain single-family, two-family, and multiple rental dwellings every three years or upon tenant turnover where there is no valid lead-safe or lead-free certification. Vendor will also be responsible for all notice, record keeping, and reporting requirements, including for those landlords that directly hire a private lead evaluation contractor. Proposals shall be delivered in a sealed envelope clearly marked “RFP – IMPLEMENTATION OF LEAD BASED PAINT HAZARD INSPECTION PROGRAM” and bear the name and address of the proposer on the outside of the envelope to Amy McGuckin, Municipal Clerk, at the Township of Lacey’s Clerk’s Office located at 818 Lacey Road, Forked river, NJ 08731 no later than 10:00 AM on Tuesday, May 7, 2024 at which time all proposals will be opened. One original and one copy of the proposal will be required. In addition, one electronic copy of the proposal shall be submitted on a USB drive.

RFP documents may be accessed by sending an email to [clerk@laceytownship.org](mailto:clerk@laceytownship.org) with your name, business name, address, telephone number, fax number, and email address to be used if addenda are required. There will be no charge for the RFP Documents.

All Service Contractors are required to comply with the requirements of N.J.S.A. 10:5-3 et seq. Affirmative Action, P.L. 1975 c. 127 N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts), and N.J.S.A. 52:25-24.2 (Disclosure of Ownership).

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PAY-TO-PLAY

TECHNICAL SPECIFICATIONS

1. Failure to submit the following documents is a MANDATORY cause for rejection of RFP

Owner's Checkmarks

Bidder's Initials

|  |  |  |
| --- | --- | --- |
| X | Ownership Disclosure Statement |  |
| X | List of Subcontractors |  |
| X | Acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s) |  |

1. Submit Documents at the time of RFP Response due Date

Owner's Checkmarks

Bidder's Initials

|  |  |  |
| --- | --- | --- |
| X | Non-Collusion Affidavit |  |
| X | Disclosure of Investment Activities in Iran |  |
| X | Disclosure of Investment Activities in Russia/Belarus |  |
| X | Experience & Qualifications Questionnaire |  |
| X | New Jersey Business Registration Certificate |  |
| X | Affirmative Action Compliance Notice/Mandatory EEO Language – Exhibit A |  |
| X | Americans with Disability Act of 1990 |  |

### *ACKNOWLEDGMENT OF RECEIPT OF ADDENDA*

### 

**Proposer’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_**

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned proposer hereby acknowledges receipt of the following notices, revisions, or addenda to the proposal advertisement, specifications or proposal documents. By indicating date of receipt, proposer acknowledges the submitted proposal takes into account the provisions of the notice, revision or addendum. Note that the Township’s record of notice to proposers shall take precedence and that failure to include provisions of changes in a proposal may be cause for rejection of the proposal.

|  |  |  |
| --- | --- | --- |
| **Local Unit Reference Number or Title of**  **Addendum/Revision** | **How Received (mail, fax, delivery)** | **Date Received** |
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IF NO ADDENDA ISSUED, INSERT “NONE” HERE:

ACKNOWLEDGMENT BY PROPOSER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF PROPOSER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME AND TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### SECTION I - SUBMISSION OF PROPOSALS

* + The Township of Lacey, Essex County, New Jersey (hereinafter referred to as "OWNER") invites sealed proposals pursuant to the Request for Proposal (“RFP”). Said RFP is to be attached to and is considered as a part of these General Conditions.
  + Sealed proposals will be received by the Purchasing Agent or his/her designee of the Township at the time and place stated in the RFP, and at such time and place will publicly open and real aloud all bids received.
  + The proposal shall be submitted in a sealed envelope:
    - Addressed to the Township of Lacey
    - Bearing the name and address of the proposer written on the outside of the envelope
    - Clearly marked "RFP - IMPLEMENTATION OF LEAD BASED PAINT HAZARD INSPECTION PROGRAM”

### It is the proposer’s responsibility to see that the proposal is presented to the Township on the hour and at the place designated. Proposals may be hand delivered or mailed; however, the Township disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation above, must also appear on the outside of the delivery company envelope. All mailed proposals must be delivered and signed by the Township Clerk staff ONLY. Proposals received after the designated time and date will be returned unopened.

* + Sealed proposals forwarded to the Township before the time of opening of proposals may be withdrawn upon written application of the proposer who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they must remain firm for a period of sixty (60) calendar days.

### SECTION II - INTERPRETATION AND ADDENDA - PROPOSERS RESPONSIBILITIES

* + The proposer understands and agrees that its proposal is submitted on the basis of the specifications prepared by the Township. The proposer accepts the obligation to become familiar with these specifications.
  + Proposers are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by proposers should be promptly reported in writing to the appropriate Township official. In the event the proposer fails to notify the Township of such ambiguities, errors or omissions, the proposer shall be bound by the proposal.
  + No oral interpretation of the meaning of the specifications will be made to any proposer. Every request for an interpretation shall be in writing, addressed to the Township’s representative stipulated in the RFP. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the proposal. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective proposer, in accordance with N.J.S.A. 40A: 11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the proposer in the proposal. The Township’s interpretations or corrections thereof shall be final.

### SECTION III - INSURANCE AND INDEMNIFICATION

* + Insurance Requirements
    - Worker's Compensation and Employer's Liability Insurance
    1. This insurance shall be maintained in force during the life of this contract by the successful respondent covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability $100,000.
    - General Liability Insurance

This insurance shall have limits of not less than $1,000,000 any one person and $1,000,000 any one accident for bodily injury and $1,000,000 aggregate for property damage, and shall be maintained in force during the life of the contract by the successful respondent.

* + - Automobile Liability Insurance

This insurance covering successful respondent for claims arising from owned, hired and non-owned vehicles with limits of not less than $1,000,000 any one person and $1,000,000 any one accident for bodily injury and $1,000,000 each accident for property damage, shall be maintained in force during the life of this contract by the respondent.

* + - Professional Liability Insurance (E&O)

$1,000,000 limit per occurrence, $1,000,000 annual aggregate.

* + Certificate of Insurance

The successful respondent shall provide Certificates of the Required Insurance as listed above along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township as an additional insured. Said Certificates of Insurance shall state specifically that the Indemnification cited below is guaranteed by the policy. If such statement is not included in the body of the policy shall be typed on the face or back of the certificate.

* + Indemnification

The successful respondent will indemnify and hold harmless the Township of Lacey from all claims, suits or action and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, including attorney’s fees and costs relating to the defense of such claims, resulting from the performance of the work that is the subject of the agreement, or from negligent acts or omissions on the part of the respondent, the respondent's agents, servants or subcontractors in the delivery of materials and supplies. The Township of Lacey shall be named “Additionally Insured” on the successful respondent’s insurance policy.

### SECTION IV - STATUTORY AND OTHER REQUIREMENTS

* + The Proposer shall familiarize himself and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect those engaged or employed in the, work, the materials or equipment to be used, or the conduct of the work. No plea or misunderstanding will be considered because of ignorance of the law.

If the proposer observes that the Specifications are at variance therewith, he will give the Township prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the proposer performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Township, he will bear all costs arising there from.

The following is a list of some Laws/Regulations which MAY impact on this contract. This list is not intended to be inclusive and is in addition to other requirements, statutes, regulations cited in these General conditions:

* + Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of

* + - 1. *10:5-31 et seq. & N.J.A.C 17:27.*

All successful vendors must submit, upon award the contract or the receipt of the contract, one of the following:

* + - * + A photocopy of a valid letter for an approved Federal Affirmative Action Plan, or
        + A photocopy of an approved Certificate of Employee Information Report, or
        + If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).
  + Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful respondent is required to read Americans with Disability language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful respondent is obligated to comply with the Act and to hold the Township harmless.

* + Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the proposal.

* + The New Jersey Worker & Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet- must be furnished.

* Safety & Protection

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of; and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected by the work and all public/private property at the site or adjacent to the work area.

* + Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the proposal.

* + Other Related Statutes
    - TITLE 40A, Chapter 11, Public Contract Law.
    - TITLE 34, Chapter 2, concerning employment of child labor; Chapter 5, concerning safety codes for workers in the construction industry together with the rules and regulations of the State Department of Labor and Industry, Chapter 10, concerning establishment of an eight-hour working day for laborers, workmen and mechanics.
    - TITLE 52, Chapter 34, concerning the payment of commissions, percentage, brokerage or contingent fees to solicit or secure the contract.
  + Release of All Liens

Prior to the final payment the contractor shall provide a certification that all liens relating to the contract have been satisfied or will be satisfied though the receipt of the final payment.

* + New Jersey Business Registration Certification

All contractors and businesses must submit with their proposal proof that they are properly registered with the Department of Treasury of the State of New Jersey pursuant to Chapter 57 of the laws of 2004. This certificate must be provided in accordance with current applicable New Jersey State Law. For any proposal involving subcontractors, the Business Registration Certificate must be provided for both the contractor and each subcontractor required to be listed in the proposal document. See attached detailed information on this requirement.

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment is made the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used. For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, N.J. Division of Taxation, the use tax pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into the State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

* + New Jersey Anti-Discrimination

The contract for this proposal shall require that the contractor agrees not to discriminate in employment and agrees to abide by all the anti-discrimination laws, including but not limited to N.J.S.A 10:2-1 as included in this packet.

* + Pay-to-Play Legislation

Pursuant to P.L. 2005, c.271, s3 any business entity that has received $50,000 or more in a calendar year through agreements or contracts with public entities, must file an annual disclosure statement with the Commission. The Business Entity Annual Statement (Form BE) and filing instructions can be found at [www.elec.state.nj.us.](http://www.elec.state.nj.us.)

* + Disclosure of Investment Activities in Iran

N.J.S.A. 52:32-55 prohibits state and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors in Iran. Proposers must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted. List of those engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("[Chapter 25 list](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf)").

* + Prohibition on Dealings with Russia or Belarus-associated Businesses *(P.L.2022, c.3.)*

P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. Proposers must indicate if they comply with the law by certifying the form.

### SECTION V - PROPOSAL OPENING *I* ANALYSIS & AWARD

* + Acceptance of Proposals

The Township of Lacey reserves the right to waive any immaterial defect or informality in any proposal and reserves the right to accept that proposal or portion thereof which, in its judgment is in the best interest of the Township. The Township of Lacey also reserves the right to reject any or all proposals. Any proposal received after the time and date specified shall not be considered.

* + Proposal Opening

All Proposers or their authorized agents are invited to be present when the proposals are opened and read publicly. All proposals may be inspected at this time. No proposal may be withdrawn after the specified opening time and date. Once opened, all proposals become the property of the Township of Lacey, and will not be returned the proposers.

* + Contract Award

Should the Township decide to award the contract, it shall notify the successful proposer in writing within sixty (60) days of receipt of proposals.

The successful proposer will not assign any interest in this proposal and shall not transfer any interest in the same without the prior written consent of the Township.

### SECTION VI - REJECTION OF PROPOSALS

* + Rejection of Proposals

The Township of Lacey reserves the right to reject any and all proposals.

* + Qualifications of Proposers

The Township of Lacey may make such investigation as it deems necessary to determine the ability of the proposer to perform the contract and the proposer shall furnish to the Township all such information and data for this purpose as may be requested. The right is reserved to reject any proposal if evidence submitted by, or investigation of, such proposal fails to satisfy the Township that such proposer is properly qualified to carry out the obligations of the contract.

### EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5‐31 et seq. (P.L.1975, c.127)**

**N.J.A.C. 17:27 et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

Such equal employment opportunity 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.

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27‐5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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.

In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

### Letter of Federal Affirmative Action Plan Approval;

### Certificate of Employee Information Report; or

**Employee Information Report Form AA‐302 (electronically provided by the Division and distributed to the public agency through the Division’s website at: http://** [**www.state.nj.us/treasury/contract\_compliance.**](http://www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27‐1.1 et seq

The undersigned vendor further understands that his/her bid shall be rejected as non‐responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5‐31 and N.J.A.C. 17:27.

Company Signature

Print Name Title

Date

## AMERICAN WITH DISABILITIES ACT OF 1990

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C~ S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any act benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER must any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its OWN expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with frill and complete particulars of the claim. if any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## Business Name (Print):

**Representative’s Name (Print):**

**Representative’s Title:**

**Representative’s Signature:**

**Phone: Date:**

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

Number of years in business under present name & address:

If less than 5 years, list previous names and address:

Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: . If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years:

If yes, please provide details:

List similar services that you have provided in the last three years:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

List similar services you are now providing, or for which you have signed a contract, but not yet started work:

Provide the number of employees currently employed by the respondent. Please indicate whether these employees are full time or part time.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Does the respondent intend to use any subcontractors? If so, please provide their information and the scope of their proposed involvement:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please provide at least 3 references below:

**Name: Phone:**

**Address:**

**Equipment/Service Provided:**

**Contract Amount:**

**Name: Phone:**

**Address:**

**Equipment/Service Provided:**

**Contract Amount:**

**Name: Phone:**

**Address:**

**Equipment/Service Provided:**

**Contract Amount:**

**Name: Phone:**

**Address:**

**Equipment/Service Provided:**

**Contract Amount:**

**TOWNSHIP OF LACEY INVESTMENT ACTIVITIES IN IRAN**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at [https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.](https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf) Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take 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.



|  |
| --- |
| **CHECK THE APPROPRIATE BOX** |
| I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List of entities determined to be engaged in prohibited activities in Iran. |
| ***OR*** |
| I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents,  subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below. |



|  |
| --- |
| Entity Engaged in Investment Activities |
| Relationship to Vendor/ Bidder |
| Description of Activities |
| Duration of Engagement |
| Anticipated Cessation Date |
| *\*Attach Additional Sheets If Necessary.* |

# CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, 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 that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

|  |  |  |
| --- | --- | --- |
| Signature |  | Date |
| Print Name and Title |  |  |

****

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25‑24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43) **Page 1 of 2**

**This statement shall be completed, certified to, and included with all bid and proposal submissions.** **Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Organization Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Part I Check the box that represents the type of business organization:**

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

For-Profit Corporation (any type) Limited Liability Company (LLC)

Partnership Limited Partnership Limited Liability Partnership (LLP)

Other (be specific): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

|  |  |
| --- | --- |
|  |  |

|  |  |
| --- | --- |
| **Name of Individual or Business Entity** | **Address** |
|  |  |
|  |  |
|  |  |
|  |  |

**STATEMENT OF OWNERSHIP**

**Continuation from Page 1 Page *2* of *2***

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity** **as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing,** ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent)that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

|  |  |
| --- | --- |
| **Website (URL) containing the last annual SEC (or foreign equivalent) filing** | **Page #’s** |
|  |  |
|  |  |
|  |  |

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

|  |  |
| --- | --- |
| **Stockholder/Partner/Member and Corresponding Entity Listed in Part II** | **Address** |
|  |  |
|  |  |
|  |  |

**Part IV** **Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of Lacey*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of Lacey*** to notify the ***Township of Lacey*** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of Lacey*** to declare any contract(s) resulting from this certification void and unenforceable.

|  |  |  |  |
| --- | --- | --- | --- |
| Full Name (Print): |  | Title: |  |
| Signature: |  | Date: |  |

## 

**New Jersey Business Registration Certification**

BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, TOWNSHIP OF LACEY (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

# Non-Collusion Affidavit

STATE OF NEW JERSEY TOWNSHIP OF LACEY ss:

I certify that I am

of the firm of

the Respondent making this Proposal for the bid or proposal for the above named project, that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and this affidavit are true, correct, and made with full knowledge that the Township of Lacey relies upon the truth of the statements contained in said Proposals and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(N.J.S.A. 52:34-15).

(NAME OF PROPOSER)

Signature of Representative:

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subscribed and sworn to before me this day of , 20

Print Name of Notary:

*Notary* Public of

My commission expires

***\*This form MUST be completed, notarized and submitted with the proposal document\****

**PAY TO PLAY ADVISORY**

**Disclosure Requirement**

**P.L. 2005, Chapter 271,**

**Section 3 Reporting (N.J.S.A. 19:44A – 20.27)**

Any business entity that has received $50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at [www.elec.state.nj.us.](http://www.elec.state.nj.us/)

If you have any questions please contact ELEC at: 1-888-313-ELEC (toll free in NJ) or

609-292-8700

An analyst from ELEC’s Special Programs Section will assist you.

**RFP SPECIFICATIONS**

IMPLEMENTATION OF LEAD BASED PAINT HAZARD INSPECTION PROGRAM

1. Purposes of the Program

Perform all work necessary to comply with P.L. 2021, Chapter 182; N.J.A.C. 5:28A; and Lacey municipal code, Chapter 209 Rental Properties, Article IV Lead-Based Paint Hazard Inspections. Program services include on-site surface-by-surface, room-by-room lead inspections of the interior and exterior of the home using visual inspection and dust wipe analysis on certain single-family, two-family, and multiple rental dwellings every three years or upon tenant turnover where there is no valid lead-safe or lead-free certification. Vendor will also be responsible for all notice, record keeping, and reporting requirements, including for those landlords that directly hire a private lead evaluation contractor.

1. Eligible Applicants

Experienced, state certified lead-based paint inspector/risk assessor, with the ability to perform all work necessary to comply with the state laws, state regulations, and municipal codes as identified in these specifications.

1. **Current Rental Inventory**

The Township of Lacey currently has approximately 950 registered properties containing rental units, the majority of which are single-family homes.

1. **Required application details**

Describe in detail your full process, beginning to end, to comply with this RFP and the applicable laws and regulations, including but not limited to:

## Creating and maintaining a database of dwelling units identified as requiring inspection per municipal code

## Creating and maintaining a database of dwelling units identified as being exempt from inspection per municipal code

## Providing initial notification of required inspection to identified dwelling owners, landlords, their agents and/or property management

## Scheduling and performing inspections

## Record keeping and reporting for performed inspections

## Record keeping and reporting for dwellings who directly hire a private lead evaluation contractor and those already certified by the state

## Process if inspection result in identified lead-based paint hazards

## Process of identifying and notifying dwelling units required for inspection based on the three-year inspection cycle

## Providing to the State of New Jersey the required fees and reporting

## Providing to Lacey the necessary fees and reporting

## Providing to Lacey all data required to be kept by municipal entities

## Description of staff, including their qualifications, certifications and licenses

## Developing educational materials detailing the requirements of the applicable laws and regulations, including the inspection frequency, the need to retest upon tenant turnover, and providing tenants the lead safety certificate

1. Fees

The Township has established fees for inspection, detailed in municipal code. The fee for each inspection is $250.00 and for each re-inspection is $295. The fee for the filing of a lead-safe certification or leed-free certification shall be $25 payable to the Township of Lacey. In addition, a fee of $20 per dwelling unit inspected by the Township or the owner’s private lead evaluation contractor is assessed by the state under the Lead Hazard Control Assistance Act.

Furnish all fees for your services, including but not limited to the items below, and describe the process for fee collection and remittance:

## Initial inspections and testing bedroom(s) up to six and any additional bedroom thereafter

## Standard re-inspection

## Per dust wipe for each failed inspection

## List minimal number for dust wipes generally needed consisting of floors, windowsills, window wells or similar high friction areas, and commitment to take sufficient dust wipe samples to satisfy the requirements of P.L. 2021 chapter 182.

## Record keeping and reporting

## Mailings

## Any costs associated with work required for those exempt from inspection, inspected and/or already certified by the state, or who hire a private lead evaluation contractor

1. Procurement / Contract term

The Township has issued this RFP in compliance with the competitive contracting process, as described in N.J.S.A 40A:11-4 et seq. The Township intends to award a two-year contract.

1. Schedule

Provide a draft schedule for completion of the tasks identified in your response, measured in weeks from date of contract award.

1. Ownership of Data

All inspection and reporting data obtained and maintained during the course of the performance of the work required by this RFP shall be property of the Township of Lacey, and shall be turned over upon request and/or at the conclusion of the contract.

1. **Basis of Award; Evaluation Criteria**

Contained below are the evaluation criteria. Points shall be awarded based on the information contained in the proposal for each category as listed, with a high score of total possible points meaning that the proposal meets all required criteria for that category and a score of zero meaning that the proposal did not meet any of the required criteria for that category.

|  |  |  |
| --- | --- | --- |
| **EVALUATION CRITERIA** | **POSSIBLE POINTS** | **ACTUAL SCORE** |
| **Technical Criteria** | **----** | **----** |
| Response demonstrates a clear understanding of the scope of work and related objectives; | **10** |  |
| Response is complete and responsive to the technical specifications/RFP requirements; | **10** |  |
| History and past performance of like projects; | **10** |  |
| **Management Criteria** | **----** | **----** |
| Meets/exceeds criteria of Eligible Applicants; | **10** |  |
| Qualifications required for applicant staff; | **10** |  |
| Demonstration of sufficient capacity to undertake the proposal.; | **10** |  |
| Ability to implement the proposal in an effective and timely manner consistent with the intent and spirit of this program; | **10** |  |
| Favorable recommendations from similar clients; | **10** |  |
| **Cost Criteria** | **----** | **----** |
| Budget proposal; | **20** |  |
| **POINT TOTALS** | **100** |  |

**CONTACT PERSON**

To obtain copies of proposal or for technical questions relating to the proposal, please contact

Amy McGuckin, Municipal Clerk

Township of Lacey

818 Lacey Road

Forked River, NJ 08731

609-693-1100 ext 2221

Clerk@laceytownship.org

**EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, the proposer represents that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the Township’s objectives.

**SUBMISSION REQUIREMENTS**

Please submit one (1) original, one (1) duplicate copy and one (1) electronic copy (USB Drive).

Proposers are responsible for marking and identifying what they believe is proprietary and/or confidential information and/or documents in accordance with the applicable law(s). The Township will maintain any such identified documents and/or information in accordance with the applicable law(s) and will advise the proposer in writing if any request is made for access to said documents pursuant to the Open Public Records Act or common law right of access. However, the Township is not responsible for objecting to or defending any such request on behalf of the proposer. The Township will in good faith maintain said information or documents in accordance with the applicable law, but makes no guarantees or warranties as to maintaining the confidential and/or proprietary nature of the information or documents. Any information submitted is submitted pursuant to the proposers own discretion and the proposer is ultimately responsible for determining what documents and/or information to submit and for understanding all applicable laws regarding the maintenance and disclosure of confidential and/or proprietary information submitted in response to a public RFP process.

**Submit proposals to:**

Amy McGuckin, Municipal Clerk

Township of Lacey

818 Lacey Road

Forked River, NJ 08731

On the outside of the submission, it must state:

RFP **–** IMPLEMENTATION OF LEAD BASED PAINT HAZARD INSPECTION PROGRAM