



**TOWN OF MORRISTOWN
COUNTY OF MORRIS
STATE OF NEW JERSEY**

REQUEST FOR PROPOSALS

Sealed proposals should be received by the Business Administrator of the Town of Morristown, in the Town Offices located at 200 South Street, 2nd Floor, Morristown, New Jersey 07963-0914, by no later than 4:00 p.m. on Wednesday, August 21, 2024 for the following:

IMPLEMENTATION OF LEAD BASED PAINT HAZARD INSPECTION PROGRAM

Successful applicants will be required to comply with the requirements of N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17-27) (Equal Employment Opportunity).

The right is reserved to reject any or all proposals if it is deemed to be in the best interest of the Town of Morristown to do so.

All those interested in submitting proposals should review the request for proposals and submit all documentation requested.

TOWN OF MORRISTOWN
REQUEST FOR PROPOSALS

IMPLEMENTATION OF LEAD BASED PAINT HAZARD INSPECTION PROGRAM

PURPOSE OF REQUEST

The Town of Morristown is requesting proposals from individuals and companies to implement a lead-based paint hazard inspection program in the Town. The program will include all work necessary to comply with P.L. 2021, Chapter 182; N.J.A.C. 5:28A; and Morristown municipal code, Chapter 13 Housing and Property Maintenance, 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 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 Jillian Barrick, Business Administrator located at 200 South Street, 2nd Floor, Room 239, Morristown, NJ 07960 no later than 10:00 AM on Wednesday, August 21, 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.

Interested respondents must continue to monitor the town website www.townofmorristown.org until 4:00 p.m. on August 21, 2024 as the Town reserves the right to issue Addenda to the RFQ & RFP documents in this space.

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).

TIME SCHEDULE

The Town will follow the following timetable, which should result in a selection of a firm by September 10, 2024.

Date of Issuance	July 31, 2024
Submittal Deadline	August 21, 2024
Town Review and Recommendation	August 28, 2024
Town Council Consideration and Potential Approval	September 10, 2024

SCOPE OF SERVICES AND RFP SPECIFICATIONS

A. Purposes of the Program

Perform all work necessary to comply with P.L. 2021, Chapter 182; N.J.A.C. 5:28A; and Morristown 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.

B. 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.

C. Current Rental Inventory

The Town of Morristown currently has 3000+ registered properties containing rental units, the majority of which are two-family and multifamily homes.

D. 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:

- i. Creating and maintaining a database of dwelling units identified as requiring inspection per municipal code 209-46
- ii. Creating and maintaining a database of dwelling units identified as being exempt from inspection per municipal code 209-47, A
- iii. Providing initial notification of required inspection to identified dwelling owners, landlords, their agents and/or property management
- iv. Scheduling and performing inspections
- v. Record keeping and reporting for performed inspections
- vi. Record keeping and reporting for dwellings who directly hire a private lead evaluation contractor and those already certified by the state
- vii. Process if inspection result in identified lead-based paint hazards
- viii. Process of identifying and notifying dwelling units required for inspection based on the three-year inspection cycle
- ix. Providing to the State of New Jersey the required fees and reporting
- x. Providing to Morristown the necessary fees and reporting
- xi. Providing to Morristown all data required to be kept by municipal entities
- xii. Description of staff, including their qualifications, certifications and licenses
- xiii. 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

E. Fees

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

- i. Initial inspections and testing bedroom(s) up to six and any additional bedroom thereafter
- ii. Standard re-inspection
- iii. Record keeping and reporting
- iv. Mailings
- v. 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

In addition, a fee of \$20 per dwelling unit inspected must be collected and remitted as required by the state under the Lead Hazard Control Assistance Act.

F. Procurement / Contract term

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

G. Schedule

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

Evaluation

The Town’s objective in soliciting this RFP is to enable it to select a firm or organization that will provide high quality and cost-effective services to the citizens of Morristown. The Town will consider proposals only from firms or organizations that, in the Town’s judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the Town in the manner described in this RFQ.

The Town may establish an evaluation committee to evaluate and score the proposals submitted by the vendors.

Proposals will be evaluated by the Town on-the-basis of the most advantageous, all relevant factors considered. The evaluation will consider the following selection criteria:

<i>Factor</i>	<i>Weight Given</i>
1. <i>Responsiveness:</i> The Town will consider the materials submitted by the proposer to determine whether the proposer is in compliance with the RFP.	30%
2. <i>Price:</i>	30%
3. <i>Responsibility & Experience:</i> The Town will consider the materials submitted and other	40%

evidence it may obtain to determine the companies ability and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work.

Total Criteria Weight: 100%

Each proposal will be independently evaluated on factors 1 through 3.

Terms and Conditions

1. The Town reserves the right to reject any and all proposals and to waive minor irregularities proposal.
2. The Town reserves the right to request clarification of information submitted and to request additional information from any proposer.
3. The Town reserves the right to award any contract to the next most qualified vendor if the vendor does not execute a contract with thirty (30) days after the award of the proposal.
4. Any proposal may be withdrawn up until the submitted date and time.
5. The Town reserves the right to reject any proposal agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the Municipal Attorney.
6. The Town shall not be responsible for any costs incurred by the vendor in preparing, submitting or presenting its response to the RFP.

Termination of Contract

If, through any cause, the awarded proposer shall fail to fulfill in a timely and proper manner obligations under the Contract or if the awarded proposer violates any requirements of the Contract, the Town shall thereupon have the right to terminate the Contract by giving written notice to the awarded proposer of such termination at least thirty (30) days prior to the proposed effective date of termination. Such termination shall relieve the Town of any obligation for the balances to the awarded proposer of any sum or sums set forth in the Contract.

The awarded proposer agrees to indemnify and hold the Town harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision.

Ownership of Material

The Town shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Town to the selected Proposer for the purpose of assisting the selected Proposer in the performance of the contract. All such items shall be returned immediately to the Town at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Town, be disclosed to others or used

by the selected Proposer or permitted by the selected Proposer to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the Town pursuant to the contract shall belong exclusively to the Town. All data, report, computerized information, programs and materials related to this project shall be delivered to and become the property of the Town upon completion of the project. The selected Proposer shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Town. All information supplied to the Town may be required to be supplies on CD-ROM media compatible with the Town's computer operating system.

Payment Terms

Payment by the Town will be made a monthly basis after services have been performed and an itemized billing statement has been received. A signed voucher will be submitted in the form specified by the Town and approved by the appropriate Town representative for signature by the vendor.

Interested applicants should submit qualifications **no later than 4:00pm on August 21, 2024** to:

Ms. Jillian Barrick, Business Administrator
Town of Morristown
200 South St. PO Box 914
2nd Floor, Office of Mayor/Administration
Morristown, NJ 07963-091

APPENDIX A

**AMERICANS WITH DISABILITIES ACT OF 1990
ACKNOWLEDGEMENT FORM**

This form is an agreement of the successful Vendor's obligation to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans with Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her proposal shall be rejected as non-responsive and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: _____ TITLE: _____

PRINT NAME: _____ SIGNATURE: _____

DATE: _____