

## Administrative Documents

Required With Bid if "X"	DOCUMENTATION REQUIRED OR REVIEWED	Read, Signed & Submitted Bidder's Initial
<b>A.</b>	<b>FAILURE TO SUBMIT ANY OF THE ITEMS WITH YOUR BID IN SECTION A. IS MANDATORY CAUSE FOR REJECTION OF BID</b>	
	Bid Guarantee (Bid Bond or Certified/Cashier's Check) (with POA for full amount of Bid Bond)	
	Consent of Surety (Certificate from Surety company)	
	Performance Bond and Labor and Material Payment Bond (Required from the Awarded Contractor)	
	Maintenance Bond in the Amount of 100 % for a period of one (1) year(s) (Required from the Awarded Contractor Upon Acceptance of Project)	
	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	
X	Statement of Ownership Disclosure Form	
X	Disclosure of Investment Activities in Iran Form	
X	Completed and Signed Proposal Page	
<b>B.</b>	<b>MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</b>	
X	Public Works Contractor Registration Certificate(s) for the Bidder and all Sub Contractors (Prior to Award, but effective at time of bid)	
X	Required Evidence EEO/Affirmative Action Regulations	
X	Business Registration Certificate – Bidder and all Sub Contractors (Prior to Contract Award)	
<b>C.</b>	<b>SUBMIT THE FOLLOWING/COMPLY WITH THE FOLLOWING</b>	
X	Non-Collusion Affidavit	
	Prevailing Wage Certification	
X	Experience and Qualifications	
X	Insurance and Indemnification Certificate	
X	Certification of Available Equipment	
X	One Original Complete Bid, One Complete Copy of the Bid, One electronic copy flash drive/ CD	
X	Pay to Play	
<b>E.</b>	<b>READ ONLY</b>	
X	Americans With Disability Act of 1990 Language	

**This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and**

*Administrative Documents*

**does not relieve the bidder of the need to read and comply with the specifications.**

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

# REQUEST FOR PROPOSAL (RFP) FOR EMERGENCY CLEANUP AND RESTORATION SERVICES

## 1.0 PURPOSE AND INTENT

- 1.1 Through this REQUEST FOR PROPOSAL (RFP), the Municipal Excess Liability Joint Insurance Fund (hereinafter the "Fund" or "MEL") on behalf of its member local government agencies (members) seek to qualify Service Providers that provide emergency cleanup and restoration services for use on an as needed basis for the 2020 and 2021 fund years commencing upon appointment. Pursuant to N.J.S.A. 40A:11-6 (Exhibit B), contracting units may, under emergency circumstances, award contracts for services without publicly advertising for bids when there is an emergency affecting the public health, safety or welfare.
- 1.2 It is the intent of this RFP to exceed the minimum statutory procurement requirements for hiring contractors by qualifying emergency restoration service vendors by county within the state so that MEL members may select from this list of vendors in the event emergency restoration services are needed.
- 1.3 While this procedure allows for simplified contracting in an emergency, MEL members (Exhibit A) are under no obligation to select a vendor from this list and may determine to use other allowable contracting procedures as they determine as necessary. In addition, The Municipal Excess Liability Joint Insurance Fund reserves the right to consider proposals received after the deadline and may amend its list of qualified vendors by action of the Board of Fund Commissioners.

## 2.0 PROPOSAL SUBMISSION

- 2.1 Bidders are to respond with One (1) original submittal, one (1) clearly marked "copy" and One (1) electronic version on CD/ Flash Drive. The proposal must be addressed to:

Municipal Excess Liability Joint Insurance Fund  
9 Campus Drive – Suite 216  
Parsippany, NJ 07054

**RFP RESPONSE ENCLOSED**

**RFP# 20-02**

## EMERGENCY CLEANUP AND RESTORATION SERVICES

**Faxed or E-Mailed proposals will NOT be accepted.**

### GENERAL INQUIRIES TO:

Sean P. Canning QPA  
Voice: (862) 228-3563  
Email: [Scanning@TheCanningGroup.org](mailto:Scanning@TheCanningGroup.org)

### TECHNICAL INQUIRIES TO:

Nancy Ghani, Assistant Secretary  
Voice: (201)518-7029  
Email: [nancyg@permainc.com](mailto:nancyg@permainc.com)

### **3.0 GENERAL INFORMATION ON THE FUNCTIONS OF THE FUND**

- 3.1 The Fund is organized pursuant to N.J.S.A. 40A:10-36 to provide property/casualty insurance to its member local units. The Fund is controlled by a Board of Fund Commissioners that annually elects an Executive Committee. The Fund is regulated by the Department of Banking and Insurance and the Department of Community Affairs. Proposers are encouraged to review the MEL's web site ([njmel.org](http://njmel.org)) for further details on the MEL's operations and structure.
- 3.2 There are currently 19 individual Joint Insurance Funds participating in the MEL program. Together, the JIFs represent 589 members which are comprised of municipalities, utility authorities, housing authorities, fire districts and health commissions. It is anticipated that the number of participants will continue to grow at a gradual rate. Membership has been historically stable, but changes in membership occur. Attached in Exhibit A is a listing of 2019 members.

### **4.0 MINIMUM QUALIFICATIONS**

- 4.1 The proposer shall have experience and the capacity to deliver the services requested under this RFP.
- 4.2 The proposer shall possess experience and knowledge of regulations of the Local Public Contracts Law, the New Jersey Office of Emergency Management and the Federal Emergency Management Agency, including experience in documenting work for FEMA reimbursement. Respondents shall list at least three references describing work it has done for New Jersey government agencies and the services it has provided in responses to FEMA declared disasters and/or locally declared emergencies (such as sewer back-ups, water damage or fire damage). (Proposal Submission #1).
- 4.3 Proposers agree that they will only provide such services they are qualified to perform and when that work requires a separate state license, that the proposer or subcontractor will possess the necessary license.
- 4.4 The proposer shall maintain general liability, automobile liability, and Worker's Compensation Insurance in amounts consistent with industry standards for the work being performed. The insurance companies must be licensed to do business in the State of New Jersey and be in compliance with any and all applicable requirements of the State of New Jersey. Proposers shall, upon commencing an engagement with a member, provide that member Certificates of said insurance to the member, naming the member as an additional insured.
- 4.5 Proposers shall indicate in the proposal what if any licenses they possess to include but not limited to:
  - 4.5.1 State, National or private industry certifications and specialized training by company members.
- 4.6 Equipment listings:
  - 4.6.1 The proposer shall indicate in their proposal the detailed listing of equipment at hand, timeliness of response and rate of equipment and personnel.

## 5.0 CONTRACT PROVISIONS

- 5.1 This RFP is for contractors to provide the following services on an emergency basis. Vendors may provide any or all of the requested services.
- 5.2 Demolition of unsafe structures
- 5.3 Emergency power supply, if necessary, to complete emergency service
- 5.4 ~~covered cause of loss~~ Hazardous material containment/recovery/remediation (when it is result of covered cause of loss)
- 5.5 Roadway and underground utility damage recovery (when it is result of covered cause of loss). Securing damaged/unsafe facilities, including but not limited to board-ups, debris removal and disposal
- 5.6 Video & still photographic record of affected areas prior to and after operations
- 5.7 Water and fire/smoke related damage recovery/remediation to buildings, including but not limited to water extraction, mold remediation, and interior cleaning, inventory, and relocation
- 5.8 When services are offered, contractors and subcontractors are required to charge labor rates and follow laws and regulations pursuant to NJ Laws on Prevailing Wage Rates on Construction-Related Public Works Projects, (N.J.S.A. 34:11-56.25 et seq.) as appropriate to the work. Contractor is fully responsible for compliance and shall hold the MEL and its members harmless from any complaints of non-compliance.
- 5.9 See NJ Department of Labor and Workforce Development information at: [http://lwd.dol.state.nj.us/labor/wagehour/regperm/public\\_contracts\\_general.html](http://lwd.dol.state.nj.us/labor/wagehour/regperm/public_contracts_general.html)
- 5.10 It is possible that some work will not fall under Prevailing Wage laws. Proposers shall submit "all-inclusive" hourly wage rates for any non-prevailing wage work (Proposal Submission #5).
- 5.11 Proposers are required to provide responses on a 24/7/365 basis.
- 5.12 Compliance with State labor laws for overtime work (over 40 hours/week) are considered default
- 5.13 Responders are to provide their own **all-inclusive** price sheets that will apply for these services. Vendors may also provide cost-based markups rates for non-specified items.
- 5.14 All services shall be provided in accordance with all relevant industry standards and regulatory requirements and by licensed or certified workers as required by law.

- 5.15 This contract shall not apply to circumstances where the contracting unit has time to prepare appropriate RFP specifications otherwise required in response to non-emergency circumstances or federally declared disaster regulations or other compliance with New Jersey law.
- 5.16 If the work required by the member involves the Proposer providing materials and supplies that are not listed on their proposal, the material and supplies will be considered as reimbursements on the net price paid by the Proposer, subject to any mark-up proposed in this RFP (Proposal Submission #1). The basis for the reimbursement shall be inclusive of any and all discounts and rebates provided to the Provider from the provider's vendor.
- 5.17 While the Fund will recognize successful proposers, all contracts will be between the proposer and the member and based on submission and these terms.

## 6.0 FEMA RESPONSE

- 6.1 When operating in response to a FEMA-declared disaster, proposer agrees to keep the FEMA required documentation, comply with FEMA requirements and rules, and will submit billing in a manner consistent with FEMA reimbursement requirements.
- 6.2 The following shall apply to all contract's issues by a MEL member under this RFP:
- 6.3 **Statutory Compliance:** Proposers are obligated to comply with 1) N.J.S.A. 34:11-56.25 et seq., the New Jersey State Prevailing Wage Act as applicable; and 2) the equal employment opportunity and affirmative action in public contracting requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. It is the proposer's responsibility to ensure compliance with each MEL member using this RFP.

## 7.0 MANDATORY CONTENTS OF PROPOSAL

- 7.1 **Contact Information: Provide the name and address of the firm, the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal (Proposal Form page 1).**
- 7.2 Completed Submission #1 showing:
  - 7.2.1 Counties served: Proposer shall indicate on the Proposal Form those counties that they choose to serve.
  - 7.2.2 The location of the office or offices at which the proposer proposes to perform services required under this RFP.
- 7.3 Indication of the services the responder is providing.
  - 7.3.1 A copy of Price Sheets and Rate Schedules that will be applicable for the term of the proposal.
  - 7.3.2 The responder shall indicate if it is willing to accept the reimbursement rate approved by FEMA in the event the emergency service was performed pursuant to an event eligible for FEMA reimbursement.
  - 7.3.3 If not, the responder shall specify how its fees differ from FEMA reimbursement rates.
- 7.4 Statement of how supplies not included on price sheets will be priced.

## 8.0 SWMVBE BUSINESS ENTERPRISE

- 8.1 Indicate if the proposer is registered as a small, woman's, minority or veterans owned business enterprise ("SWMVBE") with the New Jersey Small Business Set-Aside Program Details are available at: [www.nj.gov/njbusiness/contracting/sbsa/](http://www.nj.gov/njbusiness/contracting/sbsa/). (Proposal Submission #5)

## **9.0 REFERENCES AND RESOURCES**

- 9.1 The proposer shall include at least three (3) references including the contact names, titles and phone numbers. These references must be from a municipality, housing authority, utility/sewer authority or fire district (Proposal Submission #3).
- 9.2 A description of resources of the proposer: i.e., background, location, experience, staff resources, financial resources, other resources, and any other information that will document how the proposer meets the requirements of the RFP (Proposal Submission #4).

## **10.0 EVALUATION COMMITTEE**

The MEL Management Committee shall serve as the "Evaluation Committee" for this RFP.

## **11.0 INTERVIEW & CLARIFICATIONS**

The Fund reserves the right but has no obligation to interview any or all of the proposers and the right to request clarifying information subsequent to submission of the proposal.

## **12.0 SELECTION PROCESS AND CRITERIA**

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For proposers that satisfy the minimum requirements, the Evaluation Committee will consider the compliance with the requirements, cost proposals, and the experience of the proposer to determine the vendors that will be recommended to members.



**MUNICIPALITIES AND UTILITY AUTHORITIES JOINT INSURANCE FUND**

Municipalities	385	County	1
Utility Authorities	71	FIRE/FIRST AID DISTRICTS	40
HOUSING AUTHORITIES	89	HEALTH COMMISSIONS	2
PARKING AUTHORITY	1		

AS OF January 1, 2019

**TLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND**

*Membership: 41*

BSECON	EGG HARBOR TOWNSHIP	MULLICA	VENTNOR
VALON	ESTELL MANOR	NEWFIELD	WATERFORD
RIGANTINE	FOLSOM	NORTH WILDWOOD	WEST CAPE MAY
UENA	GALLOWAY	NORTHFIELD	WEST WILDWOOD
APE MAY	HAMILTON	OCEAN CITY	WEYMOUTH
APE MAY POINT	LINWOOD	PLEASANTVILLE	WILDWOOD CITY
OMMERCIAL	LONGPORT	SEA ISLE CITY	WILDWOOD CREST
ORBIN CITY	LOWER	SOMERS POINT	WOODBINE
EERFIELD	MARGATE	STONE HARBOR	
ENNIS	MIDDLE	UPPER	
OWNE TOWNSHIP	MILLVILLE	UPPER DEERFIELD	

**ERGEN COUNTY MUNICIPAL JOINT INSURANCE FUND**

*Membership: 38*

LLENDALE	GLEN ROCK	NORTHVALE	SADDLE RIVER
LPINE	HARRINGTON PARK	NORWOOD	TENAFLY
ERGENFIELD	HAWORTH	OAKLAND	UPPER SADDLE RIVER
LOSTER	HILLSDALE	OLD TAPPAN	WALDWICK
RESSKILL	HO-HO-KUS	ORADELL	WASHINGTON TWP
EMAREST	LEONIA	PARK RIDGE	WESTWOOD
UMONT	MAHWAH	RAMSEY	WOODCLIFF LAKE
MERSON	MIDLAND PARK	RIDGEWOOD	WYCKOFF
AIRLAWN	MONTVALE	RIVER EDGE	
RANKLIN LAKES	NEW MILFORD	RIVER VALE	

**URLINGTON COUNTY MUNICIPAL JOINT INSURANCE FUND**

*Membership: 27*

ASS RIVER	EDGEWATER PARK	MOUNT LAUREL	SOUTHAMPTON
EVERLY CITY	FIELDSBORO	NORTH HANOVER	TABERNACLE TWP.
ORDENTOWN CITY	FLORENCE	PEMBERTON	SPRINGFIELD
ORDENTOWN TWP	HAINESPORT TWP.	PEMBERTON TWP	WESTAMPTON
HESTERFIELD	LUMBERTON TWP.	PALMYRA	WOODLAND TOWNSHIP
ELANCO TWP.	MANSFIELD TWP.	RIVERSIDE TWP.	WRIGHTSTOWN BORO
ELRAN TWP.	MENFORD TWP.	SHAMONG TWP.	

**AMDEN COUNTY MUNICIPAL JOINT INSURANCE FUND**

*Membership: 37*

UDUBON	CHESILHURST	LAUREL SPRINGS	PINE VALLEY
UDUBON PARK	CLEMENTON	LAWNSIDE	RUNNEMEDE
ARRINGTON	COLLINGSWOOD	LINDENWOLD	SOMERDALE
ELLMAWR	GIBBSBORO	MAGNOLIA	TAVISTOCK
ERLIN	GLOUCESTER CITY	MEDFORD LAKES	VOORHEES
ERLIN TWP	GLOUCESTER TWP	MERCHANTVILLE	WINSLOW
ROOKLAWN	HADDON	MT EPHRIAM	WOODYLYNNE
AMDEN CITY	HADDONFIELD	OAKLYN	CAMDEN COUNTY PRKNG AUTH
HERRY HILL	HI NELLA	PINE HILL	CHERRY HILL FIRE DISTRICT
			WINSLOW FIRE DISTRICT #1

**ENTRAL JERSEY JOINT INSURANCE FUND**

*Membership: 10*

ELMAR	HILLSBOROUGH	PISCATAWAY	WOODBRIIDGE
DISON	METUCHEN	SAYREVILLE	
RANKLIN	MIDDLESEX	SOUTH AMBOY	

**LOUCESTER,SALEM,CUMBERLAND COUNTIES MUNICIPAL JIF**

*Membership: 37*

LLOWAY TWP	GREENWICH	QUINTON	WENONAH
ARNEY'S POINT	HARRISON TWP.	PENNSVILLE	WEST DEPTFORD
LAYTON	LOGAN TWP.	PIESGROVE	WESTVILLE
AST GREENWICH	LOWER ALLOWAYS CREEK	PITMAN BOROUGH	WOODBURY CITY
LK TWP.	MANNINGTON	SHILOH	WOODBURY HEIGHTS
LSINBORO	MANTUA TWP.	SOUTH HARRISON	WOODSTOWN
AIRFIELD	MONROE	SWEDESBORO BORO	WOOLWICH
LASSBORO	OLDMANS TWP.	UPPER PITTSBORO TWP.	
EPTFORD	PAULSBORO	VINELAND CITY	
RANKLIN TOWNSHIP	PENNS GROVE	WASHINGTON TWP	

**IID JERSEY MUNICIPAL JOINT INSURANCE FUND**

*Membership: 12*

DLTS NECK	HIGHTSTOWN	MONTGOMERY TWP.	TWP OF OCEAN
RANBURY TWP.	HOLMDEL	PENNINGTON	ROBBINSVILLE
AST BRUNSWICK	HOPEWELL	PRINCETON	WEST WINDSOR

**IONMOUTH MUNICIPAL JOINT INSURANCE FUND**

*Membership: 41*

LLENHURST	FREEHOLD TOWNSHIP	MARLBORO	SEA BRIGHT
LLENTOWN	HAZLET	MATAWAN BOROUGH	SEA GIRT
TLANTIC HIGHLANDS	HIGHLANDS	MIDDLETOWN TWP.	SHREWSBURY
VON BY THE SEA	INTERLAKEN	MILLSTONE	SHREWSBURY TWP.
RADLEY BEACH	KEYPORT	MONMOUTH BEACH	SPRING LAKE
RIELLE	LAKE COMO	NEPTUNE CITY	SPRING LAKE HEIGHTS
EAL	LITTLE SILVER	OCEANPORT	TINTON FALLS
ATONTOWN	LOCH ARBOUR	RED BANK	UNION BEACH
NGLISHTOWN	MANASQUAN	ROOSEVELT	UPPER FREEHOLD TWP.
ARMINGDALE	MANALAPAN	RUMSON	WALL TWP.
			WEST LONG BRANCH

**IORRIS COUNTY MUNICIPAL JOINT INSURANCE FUND**

*Membership: 44*

NDOVER	ESSEX FIELDS	MENDHAM TOWNSHIP	RANDOLPH
LOOMINGDALE	FLORHAM PARK	MILLBURN	RINGWOOD
OONTON TOWN	FRELINGHUYSEN	MONTVILLE	ROCKAWAY TWP
OONTON TWP.	HANOVER	MORRIS PLAINS	ROCKAWAY BOROUGH
UTLER	HOPATCONG	MOUNT ARLINGTON	SOUTH ORANGE VILLAGE
HATHAM BOROUGH	HAWTHORNE	MOUNT OLIVE	SPARTA
HATHAM TWP	KINNELON	MOUNTAIN LAKES	STANHOPE
HESTER	LINCOLN PARK	NETCONG	WASHINGTON TOWNSHIP
ENVILLE	LONG HILL	NORTH CALDWELL	WEST CALDWELL
OVER TOWN	MADISON	PEQUANNOCK	WEST MILFORD
AST HANOVER	MENDHAM BOROUGH	POMPTON LAKES	WHARTON

Municipalities 385  
 Utility Authorities 71  
 HOUSING AUTHORITIES 89  
 PARKING AUTHORITY 1

County 1  
 FIRE/FIRST AID DISTRICTS 40  
 HEALTH COMMISSIONS 2

AS OF January 1, 2019

**ICEAN COUNTY MUNICIPAL JOINT INSURANCE FUND**

Membership: 31

ARNECAT	HARVEY CEDARS	LONG BEACH	SEASIDE HEIGHTS
ARNEGAT LIGHT	ISLAND HEIGHTS	MANCHESTER	SEASIDE PARK
AY HEAD	JACKSON	OCEAN GATE BOROUGH	SHIP BOTTOM
EACH HAVEN	LACEY	TWP. OF OCEAN	SOUTH TOMS RIVER
EACHWOOD	LAKEHURST	PINE BEACH	STAFFORD
RICK TOWNSHIP	LAKEWOOD	PLUMSTED	SURF CITY
OMS RIVER	LAVALLETT	PT PLEASANT	TUCKERTON
AGLESWOOD	LITTLE EGG HARBOR	PT PLEASANT BCH	

**UBLIC ALLIANCE INSURANCE COVERAGE FUND**

Membership: 22

LPFA, BOROUGH OF	FRANKFORD TOWNSHIP	LAMBERTVILLE	RIDGEFIELD, BOROUGH OF
ELVIDERE, TOWN OF	FRANKLIN TOWNSHIP (WARREN)	LIBERTY	UNION TOWNSHIP
ETHLEHEM	GLEN RIDGE BOROUGH	MILFORD, BOROUGH OF	WHITE TOWNSHIP
LOOMSBURY, BOROUGH OF	GREENWICH TOWNSHIP	OXFORD TOWNSHIP	WINFIELD TOWNSHIP
AST AMWELL TOWNSHIP	INDEPENDENCE TOWNSHIP	POHATCONG TOWNSHIP	HUNTERDON, COUNTY OF
	HARDWICK TOWNSHIP	READINGTON TOWNSHIP	

**ROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND**

Membership: 4

VESHAM	MAPLESHADE	MOORESTOWN	WILLINGBORO
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**EW JERSEY MUNICIPAL SELF INSURER'S JOINT INSURANCE FUND**

Membership: 5

URLINGTON TWP.	CLARK	NORTH HUDSON REC' FIRE & RESCUE
URLINGTON CITY	PARAMUS	

**UTILITY AUTHORITIES JOINT INSURANCE FUND**

Membership: 71

AYSHORE REGIONAL SA	EVESHAM MUA	MERCHANTVILLE-PENNSAUKEN	POMPTON LAKES MUA
EACHWOOD TWP S.A.	FRANKLIN TWP S.A.	TOWNSHIP OF MIDDLETOWN SA	RARITAN TOWNSHIP MUA
ERKELEY TWP. MUA	HACKETTSTOWN MUA	MONMOUTH BAYSHORE OUTFALL	READINGTON-LEBANON SA
ERKELEY TWP. SA	HAMILTON MUA	MONROE MUA	RIVERSIDE SA
ERNARDS TWP. SA	HANOVER TWP S.A.	MOUNT HOLLY SA	ROCKAWAY VALLEY REG'L SA
ORDENTOWN SA	HILLSBOROUGH MUA	MUSCONETCONG SA	TOMS RIVER MUA
RICK TWP. MUA	JACKSON TWP. MUA	N.ARLINGTON-LYNDHURST JOINT MTG.	SECAUCUS MUA
UENA BOROUGH MUA	JERSEY CITY MUA	NORTH BERGEN MUA	SOMERSET RARITAN VALLEY REG'L SA
APE MAY COUNTY MUA	KEARNY MUA	TWO RIVERS WATER RECLAMATION	SOUTH MON REG'L SA
ARLSTADT SA	LACEY MUA	NORTHWEST BERGEN COUNTY MUA	STONY BROOK REG'L SA
ARNEY'S POINT SA	LAKEWOOD MUA	OCEAN TWP. SEWERAGE AUTH	UNION COUNTY UA
INNAMINSON SA	LAMBERTVILLE MUA	PASSAIC VALLEY WATER COMMISSION	WARREN COUNTY MUA
LINTON SA	LITTLE EGG HARBOR MUA	PENNS GROVE SA	WANAQUE VALLEY REGIONAL SA
EPTFORD TWP MUA	LOGAN TOWNSHIP MUA	PENNSAUKEN SA	WASHINGTON TOWNSHIP MUA
AST WINDSOR MU	LONG BRANCH SA	PENNSVILLE SA	WASHINGTON TOWNSHIP MUA (Gloucester)
ATONTOWN MUA	LOWER TOWNSHIP MUA	PINE HILL BOROUGH MUA	WEST MILFORD MUA
GG HARBOR TWP. MUA	MANASQUAN RIVER REG'L SA	PLAINFIELD AREA REG'L SA	WESTERN MONMOUTH MUA
	MANTUA TWP MUA	PLAINFIELD MUA	WOODSTOWN SA

**OUTH BERGEN MUNICIPAL JOINT INSURANCE FUND**

Membership: 23

OGOTA	FAIRVIEW	MAYWOOD	RUTHERFORD
ARLSTADT	FORT LEE	MOONACHIE	SADDLE BROOK
AST RUTHERFORD	HACKENSACK	NORTH ARLINGTON	SOUTH HACKENSACK
DGEWATER	LITTLE FERRY	PALISADES PARK	WALLINGTON
LMWOOD PARK	LODI	RIDGEFIELD PARK	WOODRIDGE
NGLEWOOD CLIFFS	LYNDHURST	ROCHELLE PARK	

**URBAN-ESSEX JOINT INSURANCE FUND**

Membership: 10

ELLEVILLE	HALEDON	PROSPECT PARK	
AIRFIELD	LITTLE FALLS	SECAUCUS	ESSEX REG'L HEALTH COMMISSION
ARFIELD	NUTLEY		HUDSON REG'L HEALTH COMMISSION

**URBAN MUNICIPAL JOINT INSURANCE FUND**

Membership: 10

EDMINISTER	FAR HILLS	SCOTCH PLAINS	WESTFIELD
ERNARDS TWP.	HARDING TOWNSHIP	SUMMIT	
ERNARDSVILLE	MOUNTAINSIDE	WATCHUNG	

**J PUBLIC HOUSING AUTHORITY JOINT INSURANCE FUND**

Membership: 89

-HOME, INC.	EDISON HA	LODI	PLEASANTVILLE
TLANTIC CITY	EDGEWATER URBAN RENEWAL	LONG BRANCH	PRINCETON
AYONNE HA	ENGLEWOOD	MADISON	RAHWAY
ERGEN COUNTY	ENGLEWOOD HSG MGMT SER	MADISON AFFORDABLE HSG. CORP.	RED BANK
ERKELEY	ENGLEWOOD WESTMOOR GARDENS	TWP OF MIDDLETOWN H.A.	SALEM
EVERLEY	F.L.A.S.H. CORP	MILLVILLE	SAYREVILLE
OONTON	FLORENCE	MORRIS COUNTY	SAYREVILLE SENIOR HOUSING
RICK	FORT LEE	MORRIS COUNTY AFFORDABLE HOUSING	SECAUCUS
RIDGETON HA	FREEHOLD	MORRISTOWN	SOUTH AMBOY
RIDGEVIEW MANOR	GARFIELD	NEPTUNE	SOUTH AMOBY RENAISSANCE CORP.
URLINGTON	GLASSBORO	NEPTUNE CITY HA	SUMMIT
UENA HA	GUTTENBERG	NEW BRUNSWICK	TRENTON
AMDEN	HACKENSACK	NORTH BERGEN	UNION CITY
APE MAY	HADDON TWP HA	NORTH BERGEN RENAISSANCE I	VINELAND
ARTERET	HIGHLAND PARK	NORTH BERGEN RENAISSANCE CORP.	WEEHAWKEN
EDAR CROSSING	HIGHLANDS	OCEAN CITY HOUSING AUTHORITY	WEEHAWKEN SENIOR HA
LIFSIDE PARK HA	HOBOKEN	OLD BRIDGE	WEEHAWKEN SENIOR REHAB
OLLINGSWOOD	IRVINGTON	ORANGE	WEST NEW YORK
OOKS POND, LLP	JERSEY CITY	PASSAIC	WILDWOOD
OVER	KEANSBURG	PENNS GROVE	WOODBRIDGE
AST ORANGE	LAKEWOOD	PERTH AMBOY	
DGEWATER	LINDEN	PHILLIPSBURG	
DGEWATER NEIGHBORHOOD AFF. HSG. FRIENDS LLP	LINDEN HOUSING CORP.	PLAINFIELD	

**EW JERSEY FIRST RESPONDERS JOINT INSURANCE FUND**

Membership: 37

ERLIN TWP FIRE DISTRICT #1	DELRAN TWP BOFC #1	HAMILTON TWP FIRE DISTRICT #2	MONROE TOWNSHIP BOFC DISTRICT #2
EVERLY CITY BOFC	ENGLISHTOWN BOFC #1	HAMILTON TWP. BOFC #7	MONROE TWP BOFC FD#1/VOL FIRE CO #1
ORDENTOWN BOFC #1	FLORENCE TWP. BOFC DISTRICT #1	HOPEWELL TOWNSHIP BOFC	MT. LAUREL BOARD OF FIRE COMMISSIONERS
ORDENTOWN TOWNSHIP BOFC#2	GLOUCESTER TOWNSHIP BOFC DISTRICT #6	JACKSON TWP. BOFC #3	PINE HILL FD #1
RICK TOWNSHIP BOFC DISTRICT #2	GLOUCESTER TWP BOFC #1	JAMESBURG BOFC FD#1/VOL FIRE CO	PLAINSBORO BOFC DISTRICT #1
RICK TOWNSHIP BOFC DISTRICT #3	GLOUCESTER TWP BOFC DISTRICT #5	LINDENWOLD BOFC DISTRICT #1	WALL TWP BOFC #1
RICK TWP JOINT BOFC	HADDON TOWNSHIP BOFC #1	MANALAPAN TWP BOFC DISTRICT #2	WASHINGTON TWP. BOFC #1
HESTERFIELD TWP BOFC #2	HADDON TWP DIST#4/W.COLLINGSWOOD HEIGHTS FC #1	MARLBORO BOFC #3	
INNAMINSON FIRE DISTRICT #1	HAMILTON TWP BOFC #4	MILLSTONE TOWNSHIP FIRE DISTRICT #1	
OMMERCIAL TWP BOFC DISTRICT #3	HAMILTON TWP BOFC #9	MONROE BOFC DISTRICT #3	

**Exhibit B - N.J.S.A. 40A:11-6/ N.J.A.C.  
5:34-6**

**LOCAL PUBLIC CONTRACTS LAW – EMERGENCY PROVISIONS**

**40A:11-6. Emergency contracts**

Any contract may be negotiated or awarded for a contracting unit without public advertising for bids and bidding therefor, notwithstanding that the contract price will exceed the bid threshold, when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; provided that the awarding of such contracts is made in the following manner:

- a. The official in charge of the agency wherein the emergency occurred, or such other officer or employee as may be authorized to act in place of that official, shall notify the purchasing agent, a supervisor of the purchasing agent, or a designated representative of the governing body, as may be appropriate to the form of government, of the need for the performance of a contract, the nature of the emergency, the time of its occurrence and the need for invoking this section. If that person is satisfied that an emergency exists, that person shall be authorized to award a contract or contracts for such purposes as may be necessary to respond to the emergent needs. Such notification shall be reduced to writing and filed with the purchasing agent as soon as practicable.
- b. Upon the furnishing of such goods or services, in accordance with the terms of the contract, the contractor furnishing such goods or services shall be entitled to be paid therefor and the contracting unit shall be obligated for said payment. The governing body of the contracting unit shall take such action as shall be required to provide for the payment of the contract price.
- c. The Director of the Division of Local Government Services in the Department of Community Affairs shall prescribe rules and procedures to implement the requirements of this section.
- d. The governing body of the contracting unit may prescribe additional rules and procedures to implement the requirements of this section.

L.1971, c. 198, s. 6; amended 1975, c. 353, s. 5; 1977, c. 53, s. 3; 1979, c. 350, s. 3; 1985, c. 60, s. 3; 1985, c. 469, s. 8; 1999, c. 440, s. 10.

**SUBCHAPTER 6. EMERGENCY PURCHASES AND CONTRACTS**

**5:34-6.1 General requirements**

(a) The use of emergency purchasing pursuant to N.J.S.A. 40A:11-6 or 18A:18A-7 shall be subject to the following requirements:

1. An actual or imminent emergency must exist requiring the immediate delivery of the goods or the performance of the service;
2. As soon as reasonably possible, but within three days of declaring the emergency, the chief school administrator of a board of education shall notify the superintendent of education for the county of the nature of the emergency and the estimated needs for goods and services necessary to respond to it;
3. The emergency purchasing procedure may not be used unless the need for the goods or

services could not have been reasonably foreseen or the need for such goods or services has arisen notwithstanding a good faith effort on the part of the contracting unit to plan for the purchase of any goods or services required by the contracting unit;

4. The contract shall be of such limited duration as to meet only the immediate needs of the emergency; and

5. Under no circumstances shall the emergency purchasing procedure be used to enter into a multi-year contract.

(b) The governing body of each contracting unit shall adopt rules or regulations as appropriate to the contracting unit to ensure that there is a procedure for determining and confirming the existence of an emergency and that the provisions for emergency purchasing pursuant to N.J.S.A. 40A:11-6 or 18A:18A-7 may be implemented. Such rules or regulations shall include such provisions that ensure that if initially designated individuals are not available, there is a designated chain of command to ensure that there are always appropriate individuals available to make such decisions.

## **Municipal Excess Liability Joint Insurance Fund Emergency Cleanup and Restoration Services**

**Mandatory Contents of Proposal to be submitted must include the following:**

# Proposal Form

## Emergency Cleanup and Restoration Services

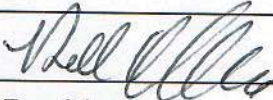
### Submitted By:

Name of Firm:	RDC Restoration LLC		
Address:	57 River RD Berkeley Heights, NJ 07922		
Name of Principal Contact:	Russell Calderone		
E-mail:	Russ@RDCRestoration.com	Telephone:	(732) 742-0853

The undersigned Proposer being duly authorized and on behalf of the firm named above:

- A. Having examined these documents and having full knowledge of the condition under which the products and services described herein must be performed, hereby proposes that the proposer (we) shall fulfill the obligations contained herein in accordance with all terms, conditions, specifications and proposal criteria set forth, and that will furnish all required products and payments in strict conformity with these documents for the stated process as payment in full.
- B. In signing this proposal, we hereby certify that we possess the qualifications and credentials to perform the contract outlined in this RFP.
- C. The undersigned certifies his/her position as a representative of the named firm and is authorized by the Proposer to submit the Proposal for and bind the above-named firm and that the said Proposal is executed with full authority to do so.

### D. Certification:

Authorized Signature:			
Title:	President		
Printed Name:	Russell D Calderone		
E-mail:	Russ@RDCrestoration.com	Telephone:	732-742-0853
FEIN OR Tax ID Number:	45-1061937	Fax:	

Christian Oliveira 



CHRISTIAN OLIVEIRA  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION NO. 50116278  
MY COMMISSION EXPIRES NOVEMBER 6, 2024

## PROPOSAL SUBMISSION #1

**A. Areas Served:** By checking the appropriate boxes below, proposer agrees to provide services under this proposal to those counties:

County	X if served	County	X if served
Atlantic		Middlesex	X
Bergen	X	Monmouth	
Burlington		Morris	X
Camden		Ocean	
Cape May		Passaic	
Cumberland		Salem	
Essex	X	Somerset	X
Gloucester		Sussex	X
Hudson		Union	X
Hunterdon	X	Warren	
Mercer	X		

**B. Location of office or offices** from where services will be provided and contact information for use of the proposal.

Name of Firm:	RDC Restoration LLC		
Address:	57 River Rd Berkeley Heights, NJ 07922		
Name of Contact:	Russell Calderone		
E-mail:	Russ@rdcrestoration.com	Telephone:	(908) 253-9000

**C. Indicate range of services provided and for which price sheets are included:**

Service(s) Provided	X if included
Demolition of unsafe structures	
Emergency power supply, if necessary, to complete emergency service.	X
Hazardous material containment/recovery/remediation (when it is result of covered cause of loss).	X
Roadway and underground utility damage recovery (when it is result of covered cause of loss). Securing damaged/unsafe facilities, including but not limited to board-ups, debris removal and disposal	
Video & still photographic record of affected areas prior to and after operations	X
Water and fire/smoke related damage recovery/remediation to buildings, including but not limited to water extraction, mold remediation, and interior cleaning, inventory, and relocation	X
Demolition of unsafe structures	

Emergency power supply, if necessary, to complete emergency service.	X
Hazardous material containment/recovery/remediation (when it is result of covered cause of loss).	X

**D. Please acknowledge agreement with the following statement:**

When operating in response to a FEMA-declared disaster, proposer agrees to accept the reimbursement rate approved by FEMA in the event the emergency service was performed pursuant to an event eligible for FEMA reimbursement. In addition, proposer agrees to keep the FEMA required documentation, comply with FEMA requirements and rules, and will submit billing in a manner consistent with FEMA reimbursement requirements.

**Agree with statement:**

Signature:



Name: Russell Calderone  
(please print)

Title:

President

If responder does not agree, indicate here how its fees differ from FEMA rates:

## PROPOSAL SUBMISSION #2

### Required Submission of State Forms and SBE Disclosure

**A. Include here the following forms:**

1) N.J. Department of Labor and Workforce Development Public Works Contractor Registration. Include the Proposer's Department of Labor Public Works Contractor Registration Form

2) If including the Proposer's and any subcontractor Business Registration Certificate(s) with this proposal, include it here.

**B. Small Business Status:** Indicate here if the proposer is registered as a small, women's, minority, veterans business enterprise ("SWMVBE") with the New Jersey Small Business Set-Aside Program.

Yes	
No	X



# PROPOSAL SUBMISSION #3

## References

Name and contact information of organizations the respondent has provided the type of services requested under this RFP (reproduce this form if including additional references are desired).

Name of Organization:	Green Knoll Fire Department in Bridgewater NJ		
Address:	606 North Bridge St Bridgewater, NJ 08807		
Name of Contact:	Robert Resuta		
E-mail:	green_knoll_fire_co@gkfc.org	Telephone:	908-947-6635
Description of services provided and timeframe: 1/5/2020 Sump Pump Failure caused flooding throughout 5 rooms of the fire department. The carpeting was removed, we performed water extraction, added specified dehumidification per sq ft. Salvaged the bar. Performed monitoring and before and after documentation.			

Name of Organization:	The Presbyterian Church at Pluckemin		
Address:	279 Route 202/206 Pluckemin, NJ 07978		
Name of Contact:	Cathie Ruiterman		
E-mail:	office@ppch.org	Telephone:	908) 658-3346
Description of services provided and timeframe: 12/22/2019 the church had a sewage backup caused by a diaper in a pipe. There were areas that needed to be pumped out and removed and then completely cleaned and sanitized.			

Name of Organization:	Green Wood Public Gardens		
Address:	274 Old Short Hills Rd. Short Hills, NJ 07078		
Name of Contact:	Richard Murphy		
E-mail:	RMurphy@greenwoodgardens.org	Telephone:	973-258-4026
Description of services provided and timeframe: Feb- March 2013 Large Mold remediation caused by a leak that was unattended to.			

## **PROPOSAL SUBMISSION #4**

### **Description of Respondent's Organization, Experience, and Services**

Provide here a description of resources of the proposer (i.e., background, location, experience, staff resources, financial resources, other resources, etc.) that demonstrates their capacity to perform the work under this RFP. Include proposer prepared documents as appropriate.

RDC Restoration LLC. is a disaster response firm which specializes in emergency water mitigation as well as mold remediation and also provides services that include fire damage, smoke damage and Biohazard issues. RDC Restoration is located in the town of Berkeley Heights, NJ within Union County. RDC is available 24 hours a day and 365 days a year and can be at any emergency situation in our services areas within an hour.

RDC Restoration has been in business since 1999. Russell Calderone, the owner has been extremely involved in the latest advancements in the Restoration Industry. Russell brings a diverse background and a plentitude of experience to the table. Russell not only guides day to day operations at RDC, he also was able to facilitate large teams to work through large losses throughout NJ after major storms in the Northeast including IRMA and Sandy. Russell is certified in WRT, ASD, Xactimate and has obtained a CSC Certification, but is working on becoming a Master Restorer by retaking CSC through the IICRC.

The team at RDC is made up of 4 full time project managers and 4 techs who are also all in certified WRT which makes RDC an IICRC Certified Firm. Our Company has completed numerous projects both residentially and commercially as well as for local schools, libraries and non profit type organizations within Northern & Central New Jersey over the years. We also have worked for large property management firms as well as major insurance companies as a preferred vendor due to our obligation to customer satisfaction.

RDC's warehouse is equipped with the best equipment complete with the latest technologies in drying. We own hundreds of air movers for drying as well as dozens of large commercial grade dehumidification machines and numerous specialty drying equipment including a large trailer mounted heat drying system for large losses. As well as equipment for speciality surfaces and areas all in our own stock. We also have relationships with National suppliers should we need immediate access to any type of equipment. Reach out if you have any questions at all.

Russell Calderone, President

RDC Restoration LLC.

57 River RD

Berkeley Heights, NJ 07922

24/7 emergency line: (732) 742-0853

Daytime office (908) 253-9000

Russ@RDCRestoration.com

# PROPOSAL SUBMISSION #5

## Wage Rates for Non-Prevailing Wage Work

1. Complete this form using the standard job titles and any titles the Proposer may also use.

Job Title	Hourly Wage Rate
Laborer	\$60/ \$90 O/T
Truck Driver	\$56/ \$84 O/T
Light Equipment Operator	\$56/ \$84 O/T
Heavy Equipment Operator	\$77 / \$115.50 O/T
Foreman	\$60/ \$90 O/T

2. Describe here any supplemental hourly wages above and beyond time and a half for work over 40 hours a week:

See attached paperwork

3. Describe here any other fees the Proposer charges related to the work of this RFP:

\$175 service call fee

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS**  
**N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

07/30/15

Taxpayer Identification# 451-061-937/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

RDC RESTORATION LIMITED LIABILITY COMPAN

TRADE NAME:

ADDRESS:

57 RIVER RD  
BERKELEY HEIGHTS NJ 07922

EFFECTIVE DATE:

07/07/15

SEQUENCE NUMBER:

1966097

ISSUANCE DATE:

07/30/15



Director  
New Jersey Division of Revenue

FORM-BRC

(04-08)-D205646V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** RDC RESTORATION LIMITED LIABILITY COMPANY  
**Trade Name:**  
**Address:** 57 RIVER RD  
BERKELEY HEIGHTS, NJ 07922  
**Certificate Number:** 1966097  
**Effective Date:** July 07, 2015  
**Date of Issuance:** November 29, 2017

**For Office Use Only:**  
20171129145022938

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY

NOT AN  
ELECTRICIAN'S  
OR PLUMBER'S  
LICENSE

State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Home Improvement Contractors

HAS REGISTERED

RDC RESTORATION LLC  
Russell Calderone  
57 River Rd.  
Berkeley Heights NJ 07922

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Home Improvement Contractors  
HAS REGISTERED  
RDC RESTORATION LLC  
Home Improvement Contractor

*[Signature]*  
ELECTRICIAN'S  
OR PLUMBER'S  
LICENSE  
SIGNATURE

*[Signature]*  
ACTING DIRECTOR

NOT AN  
ELECTRICIAN'S  
OR PLUMBER'S  
LICENSE  
02/04/2019 TO 03/31/2020  
VALID

13VH08055400  
License/Registration/Certificate #

02/04/2019 TO 03/31/2020  
VALID

13VH08055400  
LICENSE/REGISTRATION/CERTIFICATION #

*[Signature]*  
ACTING DIRECTOR

Signature of Licensee/Registrant/Certificate Holder

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Home Improvement Contractors  
P.O. Box 45016  
Newark, NJ 07101

PLEASE DETACH HERE

RDC RESTORATION LLC

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 13VH 08055400 . EXPIRATION DATE 2020  
PLEASE USE IT IN ALL  
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS  
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED  
BELOW.

Home Improvement Contractors  
P.O. Box 45016  
Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW.  
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON  
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE  
AVAILABLE TO THE PUBLIC.

HOME   
BUSINESS

PRINT YOUR NEW MAILING ADDRESS BELOW.  
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY  
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL  
CORRESPONDENCE.

HOME   
BUSINESS

TELEPHONE  
INCLUDE AREA CODE

TELEPHONE  
INCLUDE AREA CODE

the law governing your profession requires the current license/registration/certificate to be displayed, it should be  
thin reasonable proximity of your original license/registration/certificate at your principal office or place of business.

*Non-Collusion Affidavit*

STATE OF NEW JERSEY

I certify that I am Russell Calderone, President

of the firm of RDC Restoration LLC.

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 Fund 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.

Signature of Representative: 

Subscribed and sworn to before me this 25 day of January, 2020

Print Name of Affiant: Christian Oliveira 

Notary Public of New Jersey

My commission expires \_\_\_\_\_

**CHRISTIAN OLIVEIRA  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION NO. 50116278  
MY COMMISSION EXPIRES NOVEMBER 6, 2024**

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





# OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: \_\_\_\_\_

VENDOR {BIDDER}: \_\_\_\_\_

## PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

**PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.**

- |   | YES                      | NO                                  |
|---|--------------------------|-------------------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a <b>10% or greater</b> interest in the Vendor (Bidder)?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.<br/>IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 - 4 BELOW.</p>                                       |                          |                                     |
| 2. Of those parties owning a 10% or greater interest in the Vendor (Bidder), are any of those parties individuals?  | <input type="checkbox"/> | <input type="checkbox"/>            |
| 3. Of those parties owning a 10% or greater interest in the Vendor (Bidder), are any of those parties <b>corporations, partnerships, or limited liability companies</b> ?                       | <input type="checkbox"/> | <input type="checkbox"/>            |
| 4. If your answer to Question 3 is "YES", are there any parties owning a <b>10% or greater</b> interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/>            |

**IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.**

## PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 - 4 ANSWERED AS "YES".

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor (Bidder). Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

### INDIVIDUALS

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

*Attach Additional Sheets If Necessary.*

1/21/2020



**PART 2 continued**  
**PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES**

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

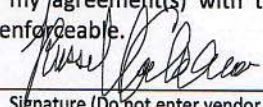
ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

*Attach Additional Sheets If Necessary.*

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the Fund is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the Fund to notify the Fund 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 will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the Fund, permitting the Fund to declare any contract(s) resulting from this certification void and unenforceable.



1/21/2020

Signature (Do not enter vendor ID as a signature)

Date

**Russell Calderone, President**

Print Name and Title

45-1061937

FEIN/SSN

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed for which I am authorized to bid/renew:**

Bidder/Offeror: RDC Restoration LLC

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran;

**AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

---

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**


You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: \_\_\_\_\_ Relationship to Bidder/Offeror: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_  
Bidder/Offeror Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**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 attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Fund 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 Fund to notify the Fund in writing of any changes to the answers of 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 Fund and that the Fund at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Russell D. Calderone Signature:   
Title: President Date: 1/8/2020

## Experience & Qualifications Questionnaire

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: 7years

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

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Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: no. 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: no

If yes, please provide details:

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

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List all major subcontractors to be used to complete the service and the area of their responsibility:

## Experience & Qualifications Questionnaire

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please provide at least 3 references below:

**Name:** Mr Rex Kinney **Phone:** (973) 919-9538

**Address:** PO Box 7371 Hillsborough, NJ 08844

**Equipment/Service Provided:** Plumbing

**Contract Amount:**

**Name:** Mr Alan Lee **Phone:** (732) 740-5426

**Address:** 6 Horseshoe Rd Warren, NJ 07059

**Equipment/Service Provided:** ReBuild/ Construction

**Contract Amount:**

**Name:** Michael Deo **Phone:** (908) 303-8235

**Address:** 38 Still Hollow RD Lebanon, NJ 08833

**Equipment/Service Provided:** Insurance

**Contract Amount:**

**Name:** Christopher Hess **Phone:** 732-236-0539

## Experience & Qualifications Questionnaire

**Address:** 229 Green Brook RD Green Brook, NJ 08812

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**Equipment/Service Provided:** Somerset County Rd Dept

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**Contract Amount:**

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## *Americans 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 thereto, 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 full 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):** RDC Restoration LLC

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**Representative's Name (Print):** Russell D Calderone


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**Representative's Title:** President

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**Representative's Signature:**

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**Phone:** (732) 742-0853

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**Date:** 1/8/2020

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**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.

Initials RC