

R-22-238
TOWNSHIP OF MONTCLAIR
RESOLUTION AWARDING A CONTRACT TO VANORE ELECTRIC, INC. FOR TOWNSHIP NJ
LICENSED ELECTRICAL SERVICES CONTRACTOR (BID 22-19)

November 14, 2022

WHEREAS, the Township has a need to retain a New Jersey Licensed Electrical Services Contractor; and

WHEREAS, on September 26, 2022 the Township of Montclair developed and published specifications for New Jersey Licensed Electrical Services Contractor (Bid 22-19); and

WHEREAS, on October 12, 2022, the Township received three (3) bid proposals and these proposals were reviewed for services, availability, and pricing; and

WHEREAS, Vanore Electric, Inc. located at 238 High Street, Hackensack, NJ 07601 submitted the lowest and responsive bid and is acceptable and has proposed reasonable pricing; and

WHEREAS, this will be an open-ended contract, and the following unit prices are to remain firm for the duration of the contract commencing from the date of award of contract; and

Line Items	Hourly Rate
Foreman - (Mon-Fri 8:30-4:30)	\$ 113.73
Foreman - (Saturday)	\$ 170.59
Foreman - (Sunday/Holiday)	\$ 227.46
Journeyman - (Mon-Fri 8:30-4:30)	\$ 97.21
Journeyman - (Saturday)	\$ 145.81
Journeyman - (Sunday/Holiday)	\$ 194.42
Apprentice - (Mon-Fri 8:30-4:30)	\$ 45.21
Apprentice - (Saturday)	\$ 67.81
Apprentice - (Sunday/Holiday)	\$ 90.42
Part - Percent Mark Up (%)	10%

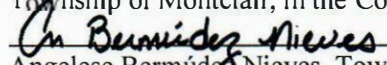
WHEREAS, pursuant to N.J.S.A 19:44A - 20.4 et seq. this contract is being awarded under the Fair and Open Process.

NOW THEREFORE BE IT RESOLVED, by the Council of the Township of Montclair, in the County of Essex, that the contract for the provisions of NJ Licensed Electrical Services Contractor is hereby awarded to Vanore Electric, Inc. for an initial period of two (2) years with two (2) separate options to renew the contract for an additional one (1) year at the sole discretion of the Township of Montclair.

BE IT FURTHER RESOLVED that, pursuant to N.J.A.C. 5:30-5.5(b), prior to placing any order for goods or services in accordance with this Resolution. A certification of available funds shall be executed by the Chief Financial Officer and attached to the file copy of the purchase order or similar document.

ROLL CALL VOTE						
COUNCIL MEMBER	MOVANT	SECOND	YES	NO	ABSTAIN	ABSENT
Councilor Cummings			✓			
Deputy Mayor Hurlock		✓	✓			
Councilor Price Abrams			✓			
Councilor Russo						✓
Councilor Schlager			✓			
Councilor Yacobellis			✓			
Mayor Spiller	✓		✓			

I HEREBY CERTIFY the foregoing to be a true copy of Resolution R-22-238 adopted by the Mayor and Council of the Township of Montclair, in the County of Essex, at its meeting held on November 14, 2022.


 Angelese Bermúdez Nieves, Township Clerk

TOWNSHIP OF MONTCLAIR BIDDER'S PROPOSAL FORM

BID NUMBER: 22 – 19

NJ LICENSED ELECTRICAL SERVICES CONTRACTOR

(Be advised that this contract will be an open-ended maintenance contract.)

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder. All prices quoted shall include compliance with these laws.

Contractor should familiarize themselves with the local conditions affecting the cost of the work and the site of the work. Contractor shall furnish all of the licensed personnel, labor, materials, necessary tools, fees, permits, and equipment including transportation services necessary to perform the whole of the work and submit to all conditions of the specifications, as they apply to the contract resulting from this bid, on the following to wit:

FOREMAN

Foreman Electrician (Monday-Friday 8:30 am – 4:30 pm).....\$ 113.93 HR.

Foreman Electrician (Saturday).....\$ 170.59 HR.

Foreman Electrician (Sunday/Holiday).....\$ 207.46 HR.

JOURNEYMAN ELECTRICIAN

Journeyman Electrician (Monday-Friday 8:30 am– 4:30 pm).....\$ 97.31 HR.

Journeyman Electrician (Saturday).....\$ 145.81 HR.

Journeyman Electrician (Sunday/Holiday).....\$ 194.42 HR.

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Apprentice/Helper (Monday-Friday 8:30 am-4:30pm).....\$ 45.21 HR.

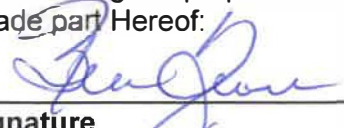
Apprentice/Helper (Saturday).....\$ 67.81 HR.

Apprentice/Helper (Sunday/Holiday).....\$ 90.42 HR.

Percentage markup for materials (parts) above Dealer's cost.....10 %

New Jersey State License Number 6787

We the undersigned propose to furnish and deliver the above item pursuant to the bid specification and made part Hereof:

<u></u>	Date	<u>10/12/25</u>
Signature		
<u>BRIAN VANORE</u>	Title/Position	<u>PRESIDENT</u>
Print Name		
<u>VANORE ELECTRIC INC</u>		
Bidder/Company		
<u>238 HIGH STREET HACKENSACK N.J.</u>		
Company Address		
<u>201-342-1450</u>	Fax #	<u>201-342-1452</u>
Telephone #		
<u>BRIAN@VANORE-ELECTRIC.COM</u>	PO Email Address	<u>SAME</u>
Email Address		

Note: The above individual must be authorized to sign on behalf of company submitting the bid proposal.

References and Vendor Qualifications

**BID NUMBER: 22 – 19
NJ LICENSED ELECTRICAL SERVICES CONTRACTOR
(Be advised that this contract will be an open-ended maintenance contract.)**

VENDOR NAME:

VANORE ELECTRICAL INC.

- a. Vendor must be professionally engaged in providing all aspects of electrical services and have been in business providing the same goods and services being advertise/specified under this bid for a minimum of 5 years.

Comply: (circle)

Yes No

Number of years: 40

- b. Provide at least three (3) references of successful similar contracts in New Jersey, preferably NJ municipalities or schools.

Municipalities/Schools	Name of Contact	Email	Telephone
TOWNSHIP OF WEST NEW YORK	LOU CARNO	-	201-993-2795
COUNTY OF BERGEN	SHAWN	-	201-600-7379
RIDGEMOOD WATER	TIM	-	201-561-2055

- c. Can you properly respond to emergency service call within _____ minutes/hours?

Comply: (circle)

Yes No

- d. Do you have the resources (qualified licensed personnel, equipment, etc.) of performing the requested services within the required response time?

Comply: (circle)_

Yes No

- e. Provide the primary location where the personnel and equipment will come from to perform the required services?

HACKENSACK N.J.

Address

Distance from Montclair Municipal Building, 205 Claremont, Avenue, Montclair, NJ 07042:

10 miles

Phone Numbers (After hours): 1. 201-532-3311

Phone Numbers (Regular hours): 2. 201-342-1450

BID NUMBER: 22 – 19
NJ LICENSED ELECTRICAL SERVICES CONTRACTOR
 (Be advised that this contract will be an open-ended maintenance contract.)

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
X	Submission - submit one (1) original, one (1) duplicate copy, and one (1) electronic copy (USB)	✓
X	Vendors Profile Sheets (this should have been completed to request the bid package)	✓ <i>EV</i>
X	* Evidence of Affirmative Action Compliance (see Appendix A)	✓ <i>EV</i>
X	*Proof of Business Registration Certificate (BRC) and copy of W9 – Includes all sub-contractors	✓ <i>EV</i>
X	Statement of Ownership Disclosure	✓ <i>EV</i>
X	Americans with Disabilities Act of 1990 - Acknowledgement	✓ <i>EV</i>
X	Mandatory Equal Employment Opportunity – Appendix A	✓ <i>EV</i>
X	Non-Collusion Affidavit	✓ <i>EV</i>
X	Acknowledgement of Receipt of Addenda (if applicable) <i>N/A</i>	✓ <i>EV</i>
X	Prevailing Wage Affidavit	✓ <i>EV</i>
X	Disclosure of Investment in Iran	✓ <i>EV</i>
X	Certification of Non-Involvement In Prohibited Activities in Russia and Belarus	✓ <i>EV</i>
X	References and Vendor Qualifications	✓ <i>EV</i>
X	Proof of Insurance	✓ <i>EV</i>
X	Exceptions <i>NONE</i>	✓ <i>EV</i>
X	Copy of Public Works Registration Certificate (Includes sub-contractors)	✓ <i>EV</i>
X	References and Vendor Qualifications	✓ <i>EV</i>
X	Copy of NJ Electrical Contractor License	✓ <i>EV</i>

***Statutorily allowed to be provided with proposal OR prior to execution of contract.**

PRINT NAME: *Paul Vavore* TITLE: *Treasurer*
 SIGNATURE: *[Signature]* DATE: *10/12/22*

COMPLETE *10/18/2022*
[Signature]

Township of Montclair, County of Essex
PREVAILING WAGE AFFIDAVIT

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 (P.L. 1963, Chapter 150) for contracts entered into with the Township of Montclair, Essex County, except those contracts which are not within the scope of the Act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance, if requested, and to permit on-site monitoring, including interviews with employees and review subcontracts by authorized Township representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor he might employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

Every contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

Pursuant to N.J.S.A. 34:11-56.27, the contract documents must contain a provision "that in the event it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Township may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise."

Furthermore, the contractor hereby agrees to provide invoices and other non-proprietary documents in accordance with OPRA and/or the Common Law Right to Access and the vendor shall be required to do any and all redaction of invoice which becomes necessary at their sole cost and expense. Should the contractor fail and/or refuse to provide documents as required hereunder the contractor shall hold the City harmless from any OPRA claims and/or damages associated therewith.

New Requirements for Public Works Contracts - 06/13/2022 P.L. 2021, c. 301 requires a contractor submitting the lowest bid for a contract that is subject to the Prevailing Wage Act, if that bid is 10 percent or more lower than the next lowest bid, to certify to the public body that the prevailing wage rates required by the Act shall be paid. If the bidder does not provide the certification prior to the award of the contract, the public body shall award the contract to the next lowest responsible and responsive bidder.

Further, P.L. 2021, c. 301 also amended N.J.S.A. 34:11-56.27 to require that any contract for public work expressly stipulate that workers performing work under the contract shall not be paid less than the required prevailing wage rate. Contractors and their sureties shall be liable to the public body, any lessee to whom the public body is leasing a property or premises or to any lessor from whom the public body is leasing or will be leasing a property or premises, for any excess costs occasioned by the termination of their right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages

The successful bidder agrees to indemnify and hold harmless the Township of Montclair, the governing body of the Township of Montclair and all of its officers, agents and employees of, and from, any and all liability for damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

Signed this 10TH day of October, 2022 as a binding act in deed of Wendy Vanore, Inc.

[Signature]
Authorized signature & title

[Signature]
Witness Signature

Wendy Vanore
PRINT - Authorized name & title

Wendy Vanore
Print Name

CONTRACT

THIS AGREEMENT is made the 9th day of December, 2022 by and between VANORE ELECTRIC, INC., hereinafter referred as "the Contractor", and the TOWNSHIP OF MONTCLAIR, a municipal corporation of the State of New Jersey, hereinafter referred as "the Township."

W I T N E S S E T H

For good and valuable consideration, the Contractor and the Township hereby agree as follows:

- ARTICLE I. The Contractor hereby acknowledges that he has read the ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, this CONTRACT, AND BOND; that he has the full knowledge of the manner of performance of the work to be done by him, of the labor required and of the materials to be furnished and delivered by him; that he fully satisfied himself of the requirements of the specifications and is thoroughly acquainted with the work required therein; and that the said ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, PROPOSAL AND BOND, a copy of each which is hereto attached, and any drawings which he may submit which are approved by the Township Engineer, are made a part of this contract, the same as if wholly incorporated and set forth herein.

- ARTICLE II. The Contractor will provide all materials and labor and perform all the work called for by and in strict conformity with the INSTRUCTIONS TO BIDDERS and with the SPECIFICATIONS attached hereto.

- ARTICLE III. It is hereby mutually agreed between the parties hereto that the sums to be paid by the Township to the Contractor for the labor and materials to be furnished under this contract and the terms and conditions under which such sums are to be paid are the sums, terms, and conditions set forth in the Contractor's proposal duly executed by him and hereto attached.

- ARTICLE IV. It is further mutually agreed between the parties hereto that no payment made under this Contract shall be conclusive evidence of the performance of the contract either wholly or in part, except the final payment, and that no payment by the Township shall be considered to be acceptance of any defective work or improper material.

- ARTICLE V. It is expressly agreed that the Contractor will comply in all respects with the laws of the State of New Jersey respecting labor and compensation and with all other statutes, ordinances, rules, and regulations applicable and having the force of law.

- ARTICLE VI. No assignment or transfer of any money or monies due or to become due hereunder or of any part of such monies will be permitted unless and until the same shall have been approved by the Township.

ARTICLE VII. The Contractor agrees to indemnify, defend and hold the Township harmless from and against any and all claims and liabilities, including claims, demands, suits, actions, recoveries, judgments, costs, damages, attorney's fees and expenses of any nature whatsoever, which arise from or result directly or indirectly from the work performed, or the goods and/or materials supplied, by the Contractor under this Contract, including loss or liability which may arise directly or indirectly by reason of the alleged negligent acts or omissions of the Contractor or its agents, employees or subcontractors in connection with or in any manner related to the performance of this Contract.

ARTICLE VIII. Attached hereto and made a part of this Contract are the following Exhibits (as applicable):

Exhibit A- "Mandatory Equal Employment Opportunity Language – Goods Professional Service and General Services Contracts" – applicable to Contracts for Goods, Professional Services, and Services only."

Exhibit B- "Mandatory Equal Employment Opportunity Language – Construction Contracts" – applicable to Construction Contracts only."

ARTICLE IX. Additional Provisions.

- None
- Noted Below

Contract is awarded as following: Contract is for NJ Licensed Electrical Services for the Township of Montclair. Contract is open-ended, and the attached pricing in the proposal is to remain firm for the duration of the contract.

IN WITNESS WHEREOF, the Contractor and the Township have executed this Contract on the date set forth above.

WITNESS OR ATTEST:

Wendy Vanore

CONTRACTOR

Vanore Electric

Name: Brian Vanore

Title: President

TOWNSHIP OF MONTCLAIR

By: Brian P. Scantlebury

Brian P. Scantlebury
Acting Township Manager

Angelese Bermúdez Nieves
Angelese Bermúdez Nieves
Township Clerk

ACKNOWLEDGMENTS

Acknowledgement if Contractor is a Partnership.

STATE OF _____)
) ss:
COUNTY OF _____)

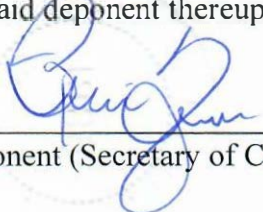
On this _____ day of _____, 20__ before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing contract, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purposes therein mentioned.

NOTARY PUBLIC

Acknowledgement if Contractor is a Corporation.

STATE OF New Jersey)
) ss:
COUNTY OF Bergen)

BE IT REMEMBERED, that on this 9th day of December, 2022 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Brian VanDoe (Name of Secretary of Company) who being by me duly sworn, doth depose and make proof to my satisfaction that he or she well knows the Corporate Seal of Vantage Electric, Inc (Name of Company) the Contractor mentioned in the within agreement; that the seal thereto affixed is the proper Corporate Seal of the said Corporation; that the same was so affixed thereto and the said agreement signed and delivered by Brian VanDoe (President's Name) who was at the date and execution there of the PRESIDENT of said Corporation in the presence of the said deponent, as the voluntary act and deed of the said Corporation, and that the said deponent thereupon signed the same as subscribing witness.



Deponent (Secretary of Company)

Sworn and subscribed before me
on the day and year aforesaid December 9, 2022
Elaine Klein

NOTARY PUBLIC (Other than Secretary of Company or President)

Acknowledgement if Contractor is an Individual.

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 20____ before me came to me known and known to me to be the person described in and who executed the foregoing contract and who acknowledged to me the execution thereof for the purposes therein mentioned.

NOTARY PUBLIC

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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. 17:27-5.2.

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

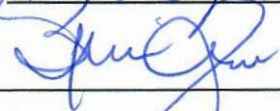
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Name of Company:

Vanore Electric, Inc.

Signature:



Print name:

Brian Vanore

Date:

12/9/2022

TOWNSHIP OF MONTCLAIR BIDDER'S PROPOSAL FORM

BID NUMBER: 22 – 19

NJ LICENSED ELECTRICAL SERVICES CONTRACTOR

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New Jersey State License Number 6787

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Brian Vanore
Signature _____ Date 10/13/22

BRIAN VANORE
Print Name _____ Title/Position PRESIDENT

VANORE ELECTRIC INC.

238 HIGH STREET HACKENSACK N.J.
Bidder/Company _____
Company Address _____

201-342-1450 _____
Telephone # _____ Fax # _____

BRIAN@VANORE-ELECTRIC.COM _____
Email Address _____ PO Email Address SAME

Note: The above individual must be authorized to sign on behalf of company submitting the bid proposal.