

**TOWNSHIP OF WASHINGTON
GLOUCESTER COUNTY
NEW JERSEY**

GOODS AND SERVICES BID PACKET

Project Name: **RADIO MAINTENANCE FOR THE POLICE DEPARTMENT**

Date Packet Available: _____

Bid Submittal Date/Time: _____

Company/Vendor Submitting: _____

INVITATION TO BID

Notice is hereby given that sealed bids will be received by the Township Council of the Township of Washington, a municipal corporation in the County of Gloucester and State of New Jersey at the Township of Washington, Clerk's Office, on November 29, 2011 at 10:00 a.m. for "Radio Maintenance for the Police Department Bid."

Bid packets, including instructions and specifications, are available in the Clerk's Office, Township of Washington, 523 Egg Harbor Road, Sewell, NJ, 08080. The bids are to be received in the Clerk's Office, either in person or by mail, prior to bid opening. Public bid opening will be held on November 29, 2010 at 10:00 a.m. prompt in the Clerk's Office of the Township Municipal Building.

Bids must be submitted on standard form, available with the specifications. Bids must be enclosed in sealed envelopes bearing the name and address of the bidder and shall be marked on the outside with the name of the commodity being bid.

By order of Township Council of the Township of Washington.

Jennica Bileci, RMC
Township Clerk

**TOWNSHIP OF WASHINGTON
INSTRUCTIONS TO BIDDERS**

1.0 DEFINED TERMS

Capitalized terms used in Bid Documents have the meanings assigned herein as set forth below. Terms used in the Bid Documents have both singular and plural meanings.

ADDENDA shall mean the as written amendments(s) to Bid Documents issued prior to Bid Opening to prospective Bidders who obtained Bid Documents.

BID shall mean the completed and executed Specification Bid Form, enclosed Bid Security and any and all other information required in Instruction to Bidders.

BID DOCUMENTS shall mean the Invitation to Bid, Instruction to Bidders, Bid Form, Specifications and Addenda if issued.

BID OPENING shall mean the location, date and time set forth in the Invitation to Bid.

TOWNSHIP shall mean the Township of Washington, in the County of Gloucester, New Jersey.

TOWNSHIP CLERK shall mean Jennica Bileci, Washington Township Municipal Building, 523 Egg Harbor Road, Sewell, New Jersey 08080.

BIDDER shall mean one who submits a bid.

CONTRACT shall mean the contract or authorizing purchase order consistent with the bid documents.

CONTRACTOR shall mean the successful Bidder with whom the Township enters into Contract.

DAY shall mean a calendar day irrespective of a holiday.

NOTICE OF INTENT shall mean a written notice issued by Township to the lowest responsive, responsible bidder that sets forth the Township's intention to enter into a contract regarding product or services solicited pursuant this bid document.

2.0 COMPLETION OF BID FORM

2.1 Bid Documents.

- (a) Township is not responsible for any failure of Bidder to examine Bid Documents.
- (b) Township may require pre-bid meetings. If so, the time, date, and location will be specified in the bid specification.
- (c) Bidder is to initial each of the three pages of these Bid Instructions, in the lower left corner.

2.2 Contract

- (a) Bidder, if issued a Notice of Intent, shall within the time set forth in the Notice, execute the Contract.

Bidder's Initials: _____

**TOWNSHIP OF WASHINGTON
INSTRUCTIONS TO BIDDERS**

- 2.3 Bid Security
- (a) Bid Security is required in the amount of ten percent (10%) of the bid price, by a certified check, cashier's check or bid bond issued by a surety/bonding company licensed in the State of New Jersey.
Bid Security Required by Township: N/A
 - (b) Bidder shall understand and accept that the Bid Security shall be forfeited if Bidder fails to enter into a Contract with Township after receiving a Notice of Intent.
 - (c) If a bond is submitted, the surety shall acknowledge, in the bond document that the total amount of the bond shall be subject to forfeiture if Bidder fails to enter into the Contract with Township after receiving a Notice of Intent.
- 2.4 Bid Prices. Bidders shall set forth all Bid prices in words, and numbers, either handwritten in black ink or typewritten.
- 2.5 Statement of Corporate Ownership. No instructions other than what is set forth on enclosed form.
- 2.6 Non-Collusion Affidavit. No instructions other than what is set forth on enclosed form.
- 2.7 Signature. No instructions other than what is set forth on enclosed form.
- 2.8 Specification Bid Form. No instructions other than what is set forth on enclosed form and its attachments.
- 2.9 Certificate of Liability Insurance with at least one million dollars in coverage.
- 2.10 Federal Affirmative Action Form. No instructions other than what is set forth on enclosed form.
- 2.11 Debarred List Affidavit. No instructions other than what is set forth on enclosed form.
- 2.12 Prevailing Wage Compliance Declaration. No instructions other than what is set forth on enclosed form.

3.0 SUBMISSION OF BID DOCUMENTS

- 3.1 The Bid.
- Bidder shall complete and execute the Specification Bid Form, the Statement of Corporate Ownership, Federal Affirmative Action Form, Debarred List Affidavit, Non-Collusion Affidavit, Bid Security, requested information set forth in Sections 3.2 to 3.3 hereof, and other information as identified in the project bid specifications. Together these documents shall constitute a Bid.
- 3.2 Delivery of bid.
- Bidder shall submit their bid in a sealed envelope which must be marked "Township of Washington" and specify the name of the project and shows the name and address of the Bidder. The bid can be either mailed or hand delivered to the Washington Township Municipal Building, 523 Egg Harbor Road, Clerk's Office, Sewell, New Jersey, 08080 to the attention of TOWNSHIP CLERK. The Township assumes no responsibility for bids that are received in Clerk's Office after the advertised time and date for the bid opening.
- 3.3 Bid Withdrawal or Modification
- Bidder may modify or withdraw the Bid at any time prior to the Bid Opening by submitting written notification of withdrawal or modification to the TOWNSHIP CLERK.

Bidder's Initials: _____

**TOWNSHIP OF WASHINGTON
INSTRUCTIONS TO BIDDERS**

4.0 DISPOSITION OF BIDS

- 4.1 At any time prior to Bid Opening, Township may withdraw the Invitation to Bid and not accept Bids. Any Bid received prior to withdrawal of the Invitation to Bid will be returned unopened to the Bidder.
- 4.2 Township will open the Bids and read such Bids aloud publicly at the location, date and time set forth for Bid Opening in the Invitation to Bid.
- 4.3 The decision to award or reject bids, based on the provisions of this Bid Document and/or State law, shall be made by the Township Council of the Township of Washington in the form of a duly adopted resolution.
- 4.4 Township will be the sole party to determine whether or not Bids comply with the prescribed requirements set forth in the Bid Documents.
- 4.5 Township reserves the right to accept and/or reject any or all Bids or to waive any immaterial defect or informality in any bid.
- 4.6 Notwithstanding any terms to the contrary, Township reserves the right to reject any and/or all Bids if Township deems it in its best interest to do so, pursuant to law.
- 4.7 Township will reject Bids other than the three (3) apparent lowest responsive, responsible Bids and return the Bid Security for rejected Bids within ten (10) business days after the Bid Opening. The Township reserves the right not to carry out the provisions of this section if it is in the best interests of the Township.
- 4.8 Township may hold at least the three (3) apparent lowest responsive, responsible Bids for sixty (60) days after the Bid Opening. The Township reserves the right, with the approval of the Bidders, to extend said period between Bid Opening and issuance of Notice of Intent.
- 4.9 After the awarding and signing of the Contract and approval of the contractor's performance bond, Bid Security for the remaining unsuccessful Bidders will be returned within three days, Sundays and holidays excepted, if applicable.
- 4.10 If all Bids are rejected, Township will return Bid Security to Bidders within sixty (60) days after Bid Opening, unless such time is otherwise extended.

5.0 AWARD

- 5.1 If a Bid is awarded by the Township Council, Township will issue a Notice of Intent to the lowest responsive, responsible Bidder within sixty (60) days after Bid Opening and will hold Bidder's Bid Security pending execution of the contract. The sixty (60) days may be waived by the Bidder upon request of the Township.
- 5.2 Township's Notice of Intent will state Township's intention to enter into the Contract with Bidder and Bidder shall execute the Contract within 45 days following receipt of Notice of Intent; otherwise, Township shall consider Bid to be abandoned and Bid Security forfeited to Township.

Bidder's Initials: _____

**TOWNSHIP of WASHINGTON
BID SPECIFICATIONS
EQUIPMENT SPECIFICALLY COVERED**

- Approximately 100 Motorola HT 1250 portable radios
- Approximately 12 Motorola MT 2000 portable radios
- Approximately 4 ICOM portable radios
- Approximately 120 Motorola mobile radios, a combination of CDM 1250
- Fixed systems include:
 - All wiring and connectors
 - Antenna systems
 - Two (2) Motorola Quantar repeater
 - Two (2) receive multi-couplers
 - Four (4) Motorola Astro-Tac receivers
 - Three (3) RF links
 - One (1) Motorola Spectra-Tac comparators
 - One (1) JPS Comparator
 - Two (2) satellite receiver sites
- Mobile Data Computers
 - All computer repairs shall cover the RF modem, antenna system, CPU, keyboard and screen
 - Six (6) Motorola ML 900 laptop style computers
 - One (1) Motorola ML 910 laptop style computer
 - Four (4) Panasonic CF-19 laptop style computers
 - Six (6) Motorola MW 800 hardmount style computers
 - Approximately twelve (12) Gamber-Johnson docking stations for ML series computers
 - Approximately eleven (11) docking stations for CF-19 computers, five (5) Havis and six (6) Panasonics

MAINTENANCE TERMS FOR RADIO CONTRACT

1. All quotes must be in writing.
2. Prospective vendors will provide a brief synopsis of their company and their unique ability to service our needs.
3. Vendor is to be based in New Jersey, with a demonstrated ability to respond to service calls within a reasonable time.
 - a. Response to repair the “fixed system” components must be within one hour of placement of the service call.
4. Vendor must have at minimum one FCC licensed technician on staff.
5. Vendor shall supply proof of liability insurance coverage.
6. Repairs to be completed on site at #1 McClure Drive, Sewell, NJ 08080 whenever possible. Fixed repeater and receiver sites are considered “on site”. Customer may deliver items to repair facility only upon mutual agreement and convenience.

7. Technicians must be equipped with all tools, cabling, instruments and software (Motorola RSS) needed to maintain a professional public safety radio communications system as described herein.
8. Term of the contract shall be from 0001 hours January 1, 2012 to 2359 hours December 31, 2012. The contract is self-cancelling unless renewed in writing by mutual consent of both the vendor and the customer.
9. The Washington Township Police Department reserves the right to reject any or all quotes for sufficient cause.

The contract shall cover:

1. Periodic data management, i.e. radio identifier and or programming changes.
2. Reasonable requests to perform periodic system diagnostics.
3. The costs specified shall be for parts and labor inclusive.
4. There shall be no repairs made to any equipment that will incur additional costs to the customer without first obtaining prior approval by the customer.
5. 24 hour/7 day per week repair of fixed system components, to include base stations, antennae, repeaters, and satellite receivers at no additional charge.
6. Portable radios, mobile radios, and computer (MDC) equipment to be addressed during normal business hours.
7. All radio mobile service shall include the radio, microphone, antenna, wiring and cables.
8. All portable radio service shall include the radio, speaker/microphone, antenna and charger.
9. Equipment replacement shall be for identical parts unless substitution is specifically approved by the customer prior to the replacement.
10. Minimum 30 day warranty on all repairs.

**TOWNSHIP OF WASHINGTON
 BID FORM
 (Must be Completed and submitted as part of Bid)**

Project Name: **Police Radio Equipment Maintenance Contract**

1. Bid Documents: Bidders understand and accept the terms and conditions of the Bid Documents.
2. Contract: Bidders understand and accept that the successful Bidder shall enter into a Contract with the Township of Washington.
3. Bid Security: Not required.
4. Required Documents
 - a. Failure to submit the following documents is mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2). Please check in Bidder's Initial Column confirming that document is included with Bid.

Document	Bidder's Initial Indicating Inclusion in Bid
A Bid Security (Bid Bond, Certified Check or Cashier's Check) N.J.S.A. 40A:11-21 - N/A per Washington Township	
A Certificate from a Surety Company (Consent of Surety) N.J.S.A. 40A:11-22	
A Statement of Corporate Ownership (Stockholder's Statement) N.J.S.A. 52:25-24.2	
Bid Form	
A Certificate of Liability Insurance with at least one million dollars in coverage per vehicle.	

- b. Failure to submit the following documents may be cause for the bid to be rejected (N.J.S.A. 40A: 11-23.1b).

Document	Bidder's Initial Indicating Inclusion in Bid
Federal Affirmative Action Form	
Non-Collusion Affidavit (form <u>must</u> be notarized)	

- c. The successful Bidder will also be required to submit proof of compliance with the Business Registration Act prior to award of Contract.

**TOWNSHIP OF WASHINGTON
BID FORM**

Project Name: **Police Radio Equipment Maintenance Contract**

8. Total Bid Price: Bidder hereby bids the following in accordance with Bid Documents:

(Expressed in Words)

\$ _____
(Expressed in dollars)

Bidder acknowledges that in case of discrepancy, the amount in words will govern.

9. Bid Form Signature

Name: _____

Title: _____

Organization: _____

Date: _____

Signature: _____

Sworn and subscribed before me this _____ day of _____, 2011.

Notary Public of the State of New Jersey
My commission expires: _____

STATEMENT OF CORPORATE OWNERSHIP

Project: **Police Radio Equipment Maintenance Contract**

In compliance with Chapter 33, laws of 1977 (N.J.S.A. 52:25-24.2), I certify the following:

_____ Firm is a sole proprietorship

_____ No stockholder or partner or the corporation or partnership holds ten percent (10%) or more ownership.

_____ Below are the names and addresses of all persons or entities owning ten percent (10%) or more of the bidder or supplier on whose behalf this certification is filed.

Name	Address	Percent Interest

Note: If any of the above entities is a corporation, then the following are the names and addresses of all Persons owning ten percent (10%) or more of that corporation.

Name	Address	Percent Interest

I further certify that I will notify the Owner of any changes to the above list within ten (10) days of such change.

Signed this _____ day of _____, 2010.

(Insert Contractor's Name)

By: _____
(A Partner or Corporate Officer)

Title: _____

EXHIBIT A

P.L. 1975. C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

Per N.J.A.C. 17:27-3.4(a):

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

i. 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, sex, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, nation origin, ancestry, marital status, sex, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. Such action 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 non-discrimination clause;

ii. 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, sex affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality;

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

iv. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act;

Per N.J.A.C. 17:27-5.3(a):

1. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:25-5.2 promulgated by the Treasurer pursuant to P.L.1975,c.127, as amended and supplemented from time to time or in accordance

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has

provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (B) below; and the contractor or subcontractor further agrees to immediately take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

(B) If the scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

1) To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;

2) To notify any minority and female workers who have been listed with it as awaiting available vacancies;

3) Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;

4) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c. 127;

6) To adhere to the following procedure when minority and female workers apply or are referred to the contractor or sub-contractor:

i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or sub-contractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the contractor or sub-contractor shall hire minority and female workers who qualify as trainees pursuant to these regulations. All of the requirements of this paragraph, however, are limited by the provisions of (C) below.

ii. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

iii. If, for any reason, said contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance officer and to the Affirmative Action Office.

7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract and on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement: provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (B) without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of the preceding provisions (B) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

(D) The contractor agrees to complete an Initial Project Manning Report on forms distributed by the Public agency awarding the contract or in the form prescribed by the Affirmative Action office and submit a copy of said form, at the time of award of the construction contract, to the Affirmative Action office as well as to the Public Agency Compliance officer and to submit a copy of the monthly Project Manning Report once a month (by the seventh work day of each month) thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and off the job programs for outreach and training of minority and female trainees employed on the construction projects.

(E) The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 affirmative action office for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

Sign: _____ **Date:** _____

FEDERAL AFFIRMATIVE ACTION PLAN

In accordance with the Affirmative Action Regulations adopted pursuant to P.L. 1975, Chapter 127, the Contractor shall identify whether the company has a valid Federal Affirmative Action Plan.

Does the company have a Federal Affirmative Action Plan approval?

_____ YES _____ NO

Name of Corporation

Signature

Name & Title (type or print)

Sworn and subscribed before me this _____ day of _____, 2011.

Notary Public of the State of New Jersey
My commission expires:_____

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF NEW JERSEY)
) ss.

COUNTY OF _____

I, _____, of the _____ of _____ in the County of _____ and the State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am _____ an officer of the firm of _____ the Bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said Bidder at the time of making this Bid is not included on the State of New Jersey, State Treasurer’s List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the Township of Washington, as Owner, relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this Bid appear on the State Treasurer’s List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including Guarantee period, that Township of Washington shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to disbarment, suspensions and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulations.

(Insert Name and Address of Contractor)

(Insert Name and Title of Affiant)

Sworn and subscribed before me this _____ day of _____, 2011.

Notary Public of the State of New Jersey
My commission expires: _____

PREVAILING WAGE ACT COMPLIANCE DECLARATION

The Contractor agrees to comply in all respects with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 as amended. Workers shall be paid not less than such prevailing wage. Current information regarding the Act and prevailing wages may be found at www.nj.gov/labor. In the event it is found that any worker employed by the Contractor or any Subcontract covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the works as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contact and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

Also, the New Jersey Department of Labor, Division of Wage and Hour Compliance, makes official debarment status determinations with respect to public works contract eligibility. The Department of Labor's website, www.nj.gov/labor, contains the list of firms and individuals that have been debarred in accordance with the provisions of the New Jersey Prevailing Wage Act from engaging in or bidding on Public Works Contracts in New Jersey. If you have any questions concerning the current debarment status of any firm or individual with respect to the Prevailing Wage Act, contact the Division of Wage and Hour Compliance at (609) 292-2283.

Before final payment is made by or on behalf of the Township or any sum or sums due to the work, the Contractor or Subcontractor shall file with the Chief Finance Officer of the Township, written statements in the form satisfactory to the Commissioner of the New Jersey Department of Labor certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workers for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of the New Jersey Department of Labor or his duly authorized deputy or representative.

The undersigned (individual) (partnership) (corporation) under the Laws of the State of __
having principal offices at _____.

Signed: _____

Print or Type Name of Signatory: _____

Company Name: _____

Address: _____

Telephone Number: _____