1. What is the New Jersey State Prevailing Wage Act?

The New Jersey State Prevailing Wage Act and Regulations (N.J.S.A. 34:11-56.25 et seq) was initially enacted on January 1, 1964 to protect construction workers by establishing appropriate craft prevailing wage rates. These rates are determined by the Commissioner of Labor and Workforce Development. The New Jersey Prevailing Wage Act applies to “public work” performed under contract and paid with funds of a “public body”.

N.J.S.A. 34:11-56.26(5) defines “public work”: "Public work means construction, reconstruction, demolition, alteration, custom fabrication, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body..."

N.J.S.A. 34:11-56.26(4) defines “public body”: "Public body means the State of New Jersey, any of its political subdivisions, any authority created by the Legislature of the State of New Jersey and any instrumentality or agency of the State of New Jersey or of any of its political subdivisions."

Montclair State University (“MSU”) is an agency of the State of New Jersey and therefore must abide by the Act.

The Act, as updated in September 2016, can be accessed on the State’s website at: https://lwd.state.nj.us/labor-wagehour-lawregs/prevailing_wage_law.html
2. Requirements

Every MSU supplier, contractor and vendor agrees to comply with the Act as it applies to the goods and/or services they provide to MSU. MSU’s purchase order states the following:

“The vendor’s delivery of goods and services shall be deemed an acceptance of the terms and conditions on the University’s PO and the University’s standard terms and conditions found at the following link: http://www.montclair.edu/media/montclairedu/financetreasurer/forms/procurementforms/St dTC.pdf

In the event there is a conflict between the terms and conditions on the vendor’s contract and the University’s terms and conditions, then the University’s terms and conditions shall control. “

MSU’s standard terms and conditions are also attached herein as Attachment A.

At certain thresholds, the contractor and subcontractor are required to file written statements certifying the amounts due to any and all workers for wages by setting forth the names of the persons and amount due to each, verified by oath (“certified payroll documentation”). See Attachment B for the required certified payroll form, which is also available for download at: http://lwd.dol.state.nj.us/labor/wagehour/content/forms_publications.html.

The certified payroll documentation must be submitted by the vendor to MSU with each invoice prior to approval for payment.

If any vendor is unsure whether or not the act applies to their work, they must obtain clarification from the New Jersey Department of Labor and Workforce Development at: http://lwd.dol.state.nj.us/labor/

Public works projects - If the total value of a project exceeds $2,000 for work being done for, or on property or premises owned by, any other public entity, including boards of education and municipal utility authorities, certified payroll documentation is required with each invoice.

Repair work - For service/repair work (excluding preventative maintenance, testing, and inspection) exceeding the $2,000 threshold, certified payroll documentation is required with each invoice. The $2,000 threshold applies to the cumulative amount of all work covered by the contract, over the life of the agreement. For example, an annual and/or monthly agreement that exceeds $2,000 requires certified payroll for each invoice submission, whether invoicing partially or in full.

When is certified payroll documentation not required? - If the value of the work, project or repair is less than $2,000, certified payroll documentation is not required to be submitted to Montclair State University, however the work itself is subject to the Act and the appropriate rates must be paid for the work. Snow plowing and removal, landscape maintenance and planting, and tree maintenance not associated with construction, renovations, and repairs are
not subject to this Act. General routine preventative maintenance, inspection, and testing services by themselves are not subject to the Act.

3. Frequently Asked Questions

Below are frequently asked questions that pertain to likely situations at Montclair State University. For additional information, the State of New Jersey FAQ list can be accessed at: http://lwd.dol.state.nj.us/labor/wagehour/content/prevailing_wage_rate_faqs.html

a. Are owner/operators and sole proprietors who perform covered work subject to the Prevailing Wage Act?
   Yes, the information required for owner/operators and sole proprietors is the same as for all other employees, with no exceptions. Certified payroll documentation is required.

b. Is a corporate officer who performs covered work subject to the Prevailing Wage Act?
   Yes, the corporate officer is an employee of the corporation who must be paid and reported on, as would any other employee. Certified payroll documentation is required.

c. Are foremen who perform covered work subject to the Prevailing Wage Act?
   Yes, foremen who are performing "hands on" work must be paid prevailing rates of pay in the appropriate classification(s) for the "hands on" work. Certified payroll documentation is required.

d. The prime contractor requires the subcontractor to file certified payrolls with them. Does this satisfy the subcontractor's filing requirements with the awarding public body?
   No, the law requires that all subcontractors and contractors file certified payrolls within 10 days of pay dates with MSU. Certified payroll documentation from the contractor and its subcontractors is required.

e. What is custom fabrication?
   The Prevailing Wage Act defines custom fabrication as the fabrication of plumbing, heating, cooling, ventilation and exhaust duct systems, and mechanical insulation that is going to be installed on a public works project. Certified payroll documentation is required for custom fabrication work.
f. Is installation work such as pulling wires, installation of jacks, and termination of wires in racks subject to the Prevailing Wage Act?
   Yes, such activities are subject to the Prevailing Wage Act and certified payroll documentation is required.

g. Is programming of existing systems, placing or plugging in of equipment subject to the Prevailing Wage Act?
   No, these activities would not be subject to the Act and certified payroll documentation is NOT required for these services.

h. Are vendors that supply only materials subject to the Prevailing Wage Act?
   No, if the vendor is strictly a materials supplier they are NOT subject to the Prevailing Wage Act unless the contract calls for installation, whether or not the work is done by the vendor or a sub-contractor. Certified payroll documentation is NOT required for materials suppliers.

i. Are truckers who are hired by a construction contractor to pick up materials from an off-site location (asphalt plant, quarry, contractor’s yard, etc.) and deliver them to a public works project subject to the Prevailing Wage Act?
   Yes, certified payroll documentation is required.

j. Are truckers who are hired by a material supplier to deliver materials to a public works project subject to the Prevailing Wage Act?
   No, material suppliers are exempt from the Prevailing Wage Act, unless they are also acting as a contractor. Certified payroll documentation is NOT required.

k. Is delivery of tools or equipment (items that will not become a permanent part of the site) to a public works jobsite subject to the Prevailing Wage Act?
   No, certified payroll documentation is NOT required.

l. Is the delivery of moveable traffic barriers which will be removed from the site when the project is finished, subject to the Prevailing Wage Act?
   Yes, the delivery of items that requires set-up or installation is subject to the Prevailing Wage Act if the items are required by the contract. Certified payroll documentation is required.

m. As part of a construction, reconstruction, demolition or repair project is power washing (cleaning) subject to the Prevailing Wage Act?
   Power washing (cleaning) by itself is not subject to the Prevailing Wage Act. Certified
payroll documentation is NOT required. If the power washing is performed as part of, or in conjunction with, a construction, reconstruction, demolition or repair project, it is subject to the Prevailing Wage Act and certified payroll documentation is required.

n. **Is fire sprinkler head replacement, sprinkler testing and inspection, fire alarm system testing and inspection subject to the Prevailing Wage Act?**
With respect to fire alarms, fire sprinkler systems and fire extinguishers - inspection and testing by themselves are not subject to the Prevailing Wage Act. General routine preventative maintenance work such as changing batteries, checking weight, replacing seals, installing service tags on fire extinguishers, and recharging and hydro testing is not subject to the Prevailing Wage Act. Certified payroll documentation is NOT required. New construction including any programming and testing that is needed to initially get the system started after installation is subject to the Prevailing Wage Act. Repair work is subject to the Prevailing Wage Act. Certified payroll documentation is required.

o. **Is tree maintenance and landscape planting subject to the Prevailing Wage Act?**
Tree maintenance (trimming or removal of trees) and the planting of trees is not subject to the Prevailing Wage Act if it is performed outside of a public works project that is subject to the Act. Certified payroll documentation is NOT required. If these services are performed as part of, or in conjunction with, a construction, renovation, repair, or demolition project which is itself subject to the Act, then certified payroll documentation is required.

p. **Is landscape maintenance subject to the Prevailing Wage Act?**
Landscape maintenance is not subject to the Act. Certified payroll documentation is NOT required.

q. **Is snow plowing and removal subject to the Prevailing Wage Act?**
Snow plowing and removal is not subject to the Prevailing Wage Act unless the work is being performed as part of, or in conjunction with, a construction, reconstruction, demolition, alteration or repair project. Certified payroll documentation is NOT required.

r. **Are moving services subject to the Prevailing Wage Act?**
Moving furniture and equipment is not subject to the Prevailing Wage Act. However, movers are subject to the Act if their work is part of a construction or repair project, wherein they are hired under the contract to remove furniture or other equipment to facilitate the work.
s. **Are delivery services for assembled furniture and equipment subject to the Prevailing Wage Act?**
   Delivery of assembled furniture without using a tool such as a screw gun, wrench, etc. is not subject to the Prevailing Wage Act. Certified payroll documentation is NOT required.

t. **Is furniture assembly subject to the Prevailing Wage Act?**
   If the furniture delivery/installation is **not** part of an overall construction project (public work means “any construction, reconstruction, demolition, alteration or repair work, or maintenance work including painting and decorating, done under contract and paid for in whole or in part out of the funds of the public body...”) the work is not be subject to the Prevailing Wage Act, even if the furniture did require a tool for assembly. Certified payroll documentation is NOT required. The actual assembly of the furniture, including a cubicle system, through the use of a tool (i.e. wrench, screw gun, etc.) is subject to the Prevailing Wage Act if it is part of an overall construction project. Certified payroll documentation is then required.

u. **Are services of architects, engineers and surveyors subject to the Prevailing Wage Act?**
   No, there is no classification for this type of work and therefore certified payroll documentation is NOT required.

v. **Is fence installation subject to the Prevailing Wage Act?**
   Yes fence installation is subject to the Act. Certified payroll documentation is required.

w. **Is hazardous waste removal services such as asbestos abatement and mold remediation services subject to the Prevailing Wage Act?**
   Yes, these services are subject to the Act. Certified payroll documentation is required.
Attachment A
MONTCLAIR STATE UNIVERSITY
STANDARD CONTRACT TERMS AND CONDITIONS

I. The contractor certifies that it understands and agrees that the following terms and conditions (collectively the "University's Standard Terms and Conditions") are incorporated into any contract awarded by the University.

II. In the event the terms and conditions within the contractor's proposal conflict with the University's Standard Terms and Conditions, the University's Standard Terms and Conditions will govern.

III. The contractor's status pursuant to the contract shall be that of an independent contractor and not an employee of the University.

1. LAWS REQUIRING MANDATORY COMPLIANCE BY ALL UNIVERSITY CONTRACTORS

1.1 BUSINESS REGISTRATION (Contracts in excess of $4,950)

   a. All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. The contractor must provide proof of a valid and current business registration with the Division of Revenue to the University's Procurement Services Department before starting work under the contract. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1750. Form NJ-REG can be filed online at www.state.nj.us/njbgs/services/html.

   b. All sub-contractors of the contractor must provide the contractor with a copy of a current and valid Business Registration Certificate. The contractor must forward the Business Registration Certificates of all subcontractors to the University's Procurement Services Department prior to any subcontractor starting work under the contract.

1.2 ANTI-DISCRIMINATION - The contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations promulgated there under. Company agrees to the mandatory EEO/AA language for goods and services and professional services contracts or construction contract awarded by a public agency, as applicable, as more fully set forth in N.J.A.C. 15:27-3.5 and 3.7, and N.J.A.C. 17:27-3.6 and 3.8 respectively, and as stated on the University's website at: http://www.montclair.edu/media/montclair.edu/financetreasurer/forms/vendor/AA-for-Goods-and-Services.pdf or http://www.montclair.edu/media/montclair.edu/financetreasurer/forms/vendor/AA-for-Construction.pdf.

1.3 PREVAILING WAGE ACT - The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into by the University, except those contracts which are not within the scope of the Act. The contractor's acceptance of the University's Standard Terms and Conditions is his guarantee that neither he nor any subcontractor he may employ to perform the work has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
1.4 AMERICANS WITH DISABILITIES ACT - The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq. 1.4

1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to the contract. Therefore, all goods offered for purchase to the University must be labeled by the contractor in compliance with the provisions of the Act.

1.6 OWNERSHIP DISCLOSURE – No contract can be issued by the University unless the contractor has completed an Ownership Disclosure Form, disclosing the names and addresses of all its owners holding 10% or more of the corporation or partnership’s stock or interest. Refer to N.J.S.A. 52:25-24.2.

1.7 COMPLIANCE - LAWS - The contractor must comply with all local, state and federal laws, rules and regulations applicable to the contract and to the goods delivered and/or services performed under the contract.

1.8 COMPLIANCE WITH N.J.S.A. 19:44A-20.13 et seq. (“Pay to Play” Act). The University’s Procurement Services Department will provide the selected contractor with a “Contractor’s Certification and Disclosure of Political Contribution Form” to complete. The Procurement Services Department will forward the completed Form to the State Treasurer or his designee for review pursuant to the Act. In the event the State Treasurer determines that the Act prohibits a contract award to the selected contractor, a contract award will not be made.

In the event a contract award is made, the contractor is under a continuing duty to disclose all contributions that may be made during the term of the contract. In such event, the contractor must immediately complete the Continuing Disclosure of Political Contributions Form and submit the completed Form to the University’s Procurement Services Department. All forms and instructions are available from the University’s Procurement Services Department.

1.9 POLITICAL CONTRIBUTION DISCLOSURE BY CONTRACTOR—If the contract is in excess of $7,500, the contractor must comply with P.L. 2005, c.271, by completing and submitting to the University’s Procurement Services Department the required Chapter 271 Political Contribution Disclosure Forms, before the effective date of the contract. Failure to comply with this political contribution disclosure requirement may result in the cancellation of the contract award and/or imposition of financial penalties by the New Jersey Election Law Enforcement Commission (“ELEC”). Additional information about this requirement is available from ELEC at 888-313-3532 or at http://www.elec.state.nj.us/.

1.10 CONTRACTOR ANNUAL ELEC DISCLOSURE OBLIGATION—The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of $50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is
available from ELEC at 888-313-3532 or at http://www.elec.state.nj.us/.

1.11. SET-OFF FOR STATE TAXES AND CHILD SUPPORT- Pursuant to N.J.S.A. 54:49-19, if the contractor is entitled to payment under the contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

1.12 FEDERALLY FUNDED PROJECT CONTRACTS – This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

1.13 PERFORMANCE WITHIN UNITED STATES – Contracts primarily for the performance of services shall be performed by Contractor or any subcontract within the United States unless: a) the University’s Contracting Officer certifies in writing that the service cannot be provided within the United States; or b) the University’s Contracting Officer certifies in writing that performance of the services within the United States would violate the terms, conditions or limitations of any grant, funding or financial assistance from the federal government or any agency thereof.

2. LIABILITIES

2.1 LIABILITY - COPYRIGHT - The contractor shall hold and save the University and the State of New Jersey, their respective officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

2.2 INDEMNIFICATION - The contracting party shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless the University, the New Jersey Educational Facilities Authority and the State of New Jersey, including their trustees, officers, employees, volunteers and agent from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney’s fees) in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property, of any person or persons whatsoever, which shall arise from or result directly or indirectly from the services provided under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

2.3 INSURANCE - The selected bidder shall secure and maintain in force for the term of the contract liability insurance as provided herein. All insurance coverage is subject to the approval of the University and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better.
The selected bidder shall provide the University’s Procurement Services Department current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the University’s Procurement Services Department. All insurance required herein shall contain a waiver of subrogation in favor of the University. All insurance required herein, except Workers’ Compensation, shall name Montclair State University, the State of New Jersey, the New Jersey Educational Facilities Authority as additional insureds.

The insurance to be provided by the contractor for the term of the contract and any agreed upon extension thereof shall be as follows.

Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the University. The minimum limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) general aggregate, two million dollars ($2,000,000) product/completed operations aggregate. A “per location or project endorsement” shall be included, so that the general aggregate limit applies separately to the location or project that is the subject of this contract.

Comprehensive Automobile Liability covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence.

Worker’s Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction required to protect the employees of the contracting party and any subcontractor who will be engaged in the performance of this contract. The certificate must so indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers’ Liability Protection with a limit of liability not less than one million dollars ($1,000,000) bodily injury, each occurrence, one million dollars ($1,000,000) disease, each employee, and one million dollars ($1,000,000) disease, aggregate limit. Lower primary limits will be accepted if employer’s liability insurance is included under the umbrella insurance and the umbrella limit exceeds the employer’s liability limit requirements.

Excess Liability, umbrella insurance form, applying excess of primary to the commercial general liability, commercial automobile liability and employer’s liability insurance shall be provided with minimum limits of five million dollars ($5,000,000) per occurrence, five million dollars ($5,000,000) general aggregate, and five million dollars ($5,000,000) products/completed operations.

The contractor shall require all subcontractors to comply with all of the insurance requirements described above. It is a contractor option to determine the amount of excess liability it will require its subcontractors to carry. The contractor shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each subcontractor prior to the subcontractor’s beginning work.
on the project. The contractor shall provide copies of all subcontractor certificates of insurance to the University upon request.

3. CONTRACT EXTENSION

In the event the contract has an extension option and the University determines that it is in the best interest of the University to extend the contract, the contractor will be so notified at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the extension request. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

4. CONTRACT TERMINATION

a. Change of Circumstance:

Notwithstanding any provision or language in this contract to the contrary, where the needs of the University significantly change, or the contract is otherwise deemed no longer to be in the University’s interest, the University may terminate the contract upon 30 days written notice to the contractor.

b. For cause:

1. Where the contractor fails to perform or comply with a contract, the University may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

2. Where a contractor continues to perform a contract poorly as demonstrated by documented late delivery, poor performance of service, short-shipping etc., the University may terminate the contract upon 10 days notice to the contractor.

In the event of contract termination under a. above i.e. Change of Circumstance, the contractor will be compensated by the University for goods and/or services satisfactorily performed and accepted in accordance with the contract, up to the date of termination.

In the event of termination of the contract under b. above, i.e. For Cause, the University may acquire the goods and/or services which are the subject of the terminated contract from another source. If the price paid is greater than the contract price, the University may deduct the difference in price from any monies due the terminated contractor or, if no monies are due the terminated contractor, the difference in price shall be an obligation owed the University by the terminated contractor.

5. SUBCONTRACTING OR ASSIGNMENT

The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the University. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

Nothing contained in the specifications shall be construed as creating a contractual relationship between any subcontractor and the University.
6. PERFORMANCE GUARANTEE

The contractor certifies that:

a. The equipment offered is standard new equipment, and is the manufacturer’s latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer’s recommendations and standard practice.

b. All equipment supplied to the University that is operated by electrical current is UL listed where applicable.

c. All new machines are to be guaranteed as fully operational for the period stated in the contractor’s proposal from time of written acceptance by the University. The contractor will render prompt service without charge, regardless of geographic location.

d. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

e. All services rendered to the University shall be performed in strict and full accordance with the specifications stated in the contract.

7. DELIVERY GUARANTEE

All items contracted for are F.O.B. Destination. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the University. The University reserves the right to deduct from the Contractor’s invoice all charges incurred by the University in the event any items are shipped and delivered on a “Collect” basis via common carrier in lieu of the specified F.O.B. Destination.

The contractor is responsible for the delivery of material in first class condition to the University in accordance with good commercial practice. The contractor shall only ship those items and quantities that are covered by contract. If a review of material received indicates that material other than that covered by the contract has been ordered and delivered, the University will take such steps as are necessary to have the material returned, regardless of the time lapsed between delivery and discovery of the violation. Compliance with this requirement is the full responsibility of the contractor.

The University shall accept deliveries during normal business hours, 7:00 a.m. to 5:00 p.m. on normal business days (Monday through Friday).

All items must be delivered into and placed at a point within the buildings as directed by the University. Notification must be given 24 hours in advance on any single item weighing over 500 pounds by calling the University’s Central Receiving at 973-655-4359.

Unloading and the placing of any supplies or equipment at specified site is the sole responsibility of the contractor. The contractor shall notify the assigned trucker for implementation of this requirement at no additional cost to the University.
In the event delivery of goods or services is not made within the number of days contracted, the University's Procurement Services Department may authorize the purchase of the goods and services from any available source. If the price paid is greater than the contract price, the University may deduct the difference in price from any monies due the defaulting contractor or, if no monies are due the defaulting contractor, the difference in price shall be an obligation owed the University by the defaulting contractor.

8. MAINTENANCE OF RECORDS

The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

9. PRICE FLUCTUATION DURING CONTRACT

In the event of a contractor's price decrease during the contract period, the University shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.

10. TAX CHARGES

The University is exempt from State sales or use taxes and Federal excise taxes. Prices charged must not include such taxes.

11. PAYMENT TO CONTRACTOR

Payment for goods and/or services purchased by the University will be made to the contractor within 30 days of the later of an acceptable invoice from the contractor or the University's acceptance of the contracted products and/or services.

12. STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the University, pursuant to Executive Order No. 189 (1988):

a. The contractor shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any University officer or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-15i, of any such University officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such University officer or employee has an interest within the meaning of N.J.S.A. 52:13D-15g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any University officer or employee from the contractor shall be reported in writing forthwith by the contractor to the Attorney General and the Executive Commission on Ethical Standards.
c. The contractor may not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such contractor to, any University officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the University, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the University officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any University officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any University officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 12a. through 12c. shall not be construed to prohibit a University officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public promulgate under paragraph 12e.

13. NOTICES: All notices required under this contract shall be in writing and shall be validly and sufficiently served by the University upon the contractor if addressed and mailed by certified mail to the address set forth in the contractor’s proposal. Notices from the contractor to the University shall be addressed and mailed by certified mail to the attention of the Director, Procurement Services Department, Montclair State University, 855 Valley Road, Suite 112, Clifton, N.J. 07013.

14. CLAIMS
Claims asserted shall be subject to the New Jersey Tort Claims Act, N.J.S.A 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

15. APPLICABLE LAW: The contract and all litigation arising from or related to the contract shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

AUTHORIZED SIGNATURE

NAME

TITLE

COMPANY NAME

DATE

Rev. 1-14-16
**PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**  
(for Contractor and Subcontractor's Use for Weekly and Final Certification)  
(N.J.A.C. 12:60-2.1 and 5.1)

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**Questions? Please contact the Division of Wage and Hour Compliance at (609) 292-2289 or (609) 292-2283.**

**SUBMIT TO PUBLIC BODY OR LESSOR**

Attachment B
(Name of signatory party)  (Title)

1. do hereby state and certify:

(Contractor or Subcontractor)  (Project Name and Location)

That I pay or supervise the payment of the persons employed by

that during the payroll period beginning on  and ending on , all persons employed

on said project have been paid the full weekly wages earned, that no rebates have been or will be made either
directly or indirectly to or on behalf of said

(Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or
indirectly from the full wages earned by any person, other than permissible deductions as defined in the New Jersey
Prevailing Wage Act, N.J.S.A. 34:11-50.25 et seq. and Regulation N.J.A.C. 12:60-5 et seq. and the Payment
of Wages Law, N.J.S.A. 34:11-4.1 et seq.

2. That any payroll otherwise under this contract required to be submitted for the above period are correct
and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage
rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for
each laborer or mechanic conform with the work he performed.

3. That any apprentices employed in the above period are duly registered with the United States Department
of Labor, Bureau of Apprenticeship and Training and enrolled in a certified apprenticeship program.

4. That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

In addition to the basic hourly wage rate paid to each laborer or mechanic listed in the above
referenced payroll, payments of fringe benefits as listed in the contract have been or will be
made when due to appropriate programs for the benefit of such employees, except as noted in
Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on
the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the
amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c)
below.

5. N.J.S.A. 12:60-2.1 and 5.1 – The Public Works employers shall submit to the public body or lessee a
certified payroll record each pay period within 10 days of the payment of wages.

NAME AND TITLE

SIGNATURE

THE FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE
CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. N.J.S.A. 34:11-36.25 ET SEQ. AND N.J.A.C. 12:60 F:1 SEQ. AND N.J.S.A. 34:11-4.1 ET SEQ.