

CITY OF BRIGANTINE NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Brigantine, Atlantic County, New Jersey for “**Herbicides, Fungicides, Insecticides, Fertilizers, Seed and Golf Course Supplies**”. Proposals are to be opened and read in public at City Hall, located at 1417 Brigantine Avenue, Brigantine, New Jersey on Thursday, February 26th, 2026 at 10:00 am., Local Time.

Specifications may be obtained on the City website www.brigantinebeach.org We cannot be responsible for bids not arriving to you on time. Bids must be on the Standard Proposal form contained in the Specifications and must be enclosed in a sealed envelope and plainly marked for the Professional Service for which is being submitted bearing the name and address of the Bidder on the outside.

During the performance of this Contract, the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

The City of Brigantine reserves the right to reject any or all Proposals and to waive any informalities in the bids received.

By order of the City Council of the City of Brigantine, Atlantic County, New Jersey.

Christine Murray, City Clerk

Bidder's Name _____

Address _____

City & State _____

**THE CITY OF BRIGANTINE
INVITATION TO BID, INSTRUCTIONS TO BIDDERS
SPECIFICATIONS AND BID PROPOSAL FORMS FOR
FURNISHING AND DELIVERING
HERBICIDES, FUNGICIDES, INSECTICIDES, FERTILIZERS, SEED,
and GOLF COURSE SUPPLIES**

General Instructions to Bidders

Mandatory Submissions: The following items must be included with the bid submission. Failure to include any of these items will result in rejection of the bid.

- a. Proposal Form
- b. Disclosure Statement
- c. Non-Collusion Affidavit
- d. Disclosure of Investment Activities in Russia/Belarus
- e. Bidders Checklist
- f. New Jersey Business Registration Certificate (must be provided prior to award of contract)

All bids must be presented in sealed envelopes prior to the designated time of bid opening. The bidders name and address must appear on the outside of the bid envelope.

2. Total price of each item bid on must be extended and the grand total of the bid must be shown above signature of Bidder on the Proposal Form. Should any discrepancy arise as to bid amount, Unit Price shall prevail.
3. Bidders must use the forms provided. The use of substitute forms may result in rejection of bid.
4. Any questions concerning this specification must be directed to the Superintendent of Public Works, John Doring, via **EMAIL ONLY**, @ jdoring@brigantinenj.gov no later than **12:00 P.M., Thursday, February 19th, 2026**. All questions will be responded to in writing and emailed to each potential bidder who received the bid package.

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THE FOLLOWING ITEMS SHOULD ALSO BE SUBMITTED WITH BID

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ADVISORY Notice of Disclosure Requirement "Pay to Play"

P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A - 20.27)

1. Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.
2. The report will include certain contributions and contract information for calendar year 2025.
3. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.
4. If you have any questions, please contact ELEC at:

1-888-313-ELEC (toll free in NJ) or 609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

THE CITY OF BRIGANTINE
INVITATION TO BID, INSTRUCTIONS TO BIDDERS,
SPECIFICATIONS AND BID FORMS

INVITATION TO BID

Sealed bids will be received by the City of Brigantine, City Clerk's Office, no later than 10:00 a.m. prevailing time, on **Thursday, February 26th, 2026** at the City Hall Building, 1417 West Brigantine Avenue, Brigantine, New Jersey, and shall be publicly opened and read aloud for **Furnishing and Delivering HERBICIDES, FUNGICIDES, INSECTICIDES, FERTILIZERS, SEED, and GOLF COURSE SUPPLIES.**

INSTRUCTIONS TO BIDDERS

1. Bid shall be submitted in a clearly marked sealed envelope, plainly marked on the outside with Bidder's Name and Address.
2. **The Disclosure Statement** (Public Law 1977, Chapter 33) attached to the specifications must be filled in completely and sworn to before a Notary Public.
3. **The Non-Collusion Affidavit** attached to the specifications must be filled in completely and sworn to before a Notary Public.
4. Pursuant to Public Law 2012, c.25, any person, or entity that submits a bid, or proposal or otherwise proposes to enter into, or renew a contract, must complete the **Disclosure of Investment Activities in Russia/Belarus** Form contained herein.
5. **Affirmative Action** Bidders are required to comply with the requirement of Public Law 1975, Chapter 127, Affirmative Action Regulations and N.J.A.C. 17:27.
6. Bids will be received only on the bidding forms attached to this specification or a true copy thereof with all notations to be done in ink or typed and signatures must be done in ink.

ONLY

ORIGINAL SIGNATURES WILL BE ACCEPTABLE. RUBBER STAMPS, COMPUTER

GENERATED SIGNATURES, COPIER GENERATED SIGNATURES OR ANY OTHER ARTIFICIAL SIGNATURES SHALL NOT BE ACCEPTABLE AND SHALL BE REASON FOR REJECTION. The City of Brigantine will not be held responsible for any erroneous pages or pages missing from this bid document if it is obtained via. Electronic

transmission from any third-party source, such as faxes, Internet, or e-mail. Specifications and bid package may be obtained from the City's website; <https://brigantinebeach.org/>.

7. **Price quoted in all proposals shall include freight, delivery and installation.**
8. The City of Brigantine is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise and Sales Tax, and local taxes.
9. Bid prices are to remain firm for a period of not less than sixty (60) days to allow the City of Brigantine to determine the lowest bid that shall most economically serve the intentions of this bid.

10. No Bidder shall be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more type or styles that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for the item shall be rejected.
11. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract. Should there be any reduction in successful bidder(s) prices as submitted, vendor agrees that all deliveries made on and after such date of price reduction will be invoiced on the basis of reduced prices.
12. It will be assumed that all bids are based upon the specification unless the bidder stipulates to the contrary in letter form to be attached to bid submission. **Bidder shall not type changes on bid specification forms.** The letter shall point out in detail any and all deviations from the specification. If and whenever in the proposal a brand name, make, name of any manufacturer, or trade name is mentioned, it is for the purpose of establishing a grade or quality of merchandise. The City of Brigantine does not wish to rule out other competition and equal brands or makes, and therefore, the phrase **or equivalent** is added. If merchandise other than that specified is bid, it is the bidder's responsibility to name such within the bid and to provide information to the City of Brigantine that demonstrates said item/s is equivalent to that specified. The City of Brigantine shall be the sole judge concerning the merits of the bid submitted.
13. The City of Brigantine reserves the right to reject any or all items covered in the bid request, or any portion(s) thereof, waive informalities, re-advertise and/or take such other actions decreed necessary and in the best interest of the City of Brigantine. Where two or more bidders are tied on an item, the City of Brigantine reserves the right to make the award to either of the bidders.
14. All bidders, where required, shall clearly stipulate the guaranteed delivery date of all items. Successful bidder(s) failing to meet the delivery date specified incur the risk of cancellation of contract.
15. All bid corrections or erasures shall be initialed by the person signing the bid or an authorized representative.
16. All bids shall be typewritten or printed in ink on the form(s) prepared by the City of Brigantine. All bids must be signed by official(s) of the Bidder duly authorized to sign bid proposals.
17. Bids may be submitted prior to bid date to the City Clerk's office, 1417 West Brigantine Avenue, Brigantine, NJ 08203.

Bids delivered the day of the bid opening shall be delivered to the City Clerk's office before 10 :00 A.M. Bidder is notified that no bid will be opened if received after the specified hour, 10:00 A.M.

The City of Brigantine shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The City of Brigantine shall not be responsible for bidders' hand delivering bids who arrive late or to the wrong location.

18. The City of Brigantine shall award all contracts on a **UNIT PRICE BASIS** to the lowest responsible and responsive bidder for each line item in the Proposal Form.

19. The award of the contract or the rejection of the bids shall be made within sixty (60) days of the date of receiving bids; unless written extensions are requested by the QPA and accepted by the bidder(s). All bid securities shall be returned immediately if all bids are rejected. The successful bidder(s) to whom the award is to be made shall be notified by receipt of the contract or a written "Notice to Proceed" from the City of Brigantine department for whom the work is being provided.

20. All items bid shall be inspected by a representative of the requisitioning department upon delivery to ascertain compliance with the specifications. Items not in compliance with the specification shall be rejected, and the bidder shall comply with the specification or the City of Brigantine shall, as its option, take remedial measures to assure compliance, or terminate the Contract.

21. Discounts, if any, shall be figured from the date of acceptance of the equipment/service by the City of Brigantine regardless of the date of delivery or invoice.

22. Successful bidder(s) shall indemnify and save and keep harmless the City of Brigantine against any and all claims for royalties, patent infringements or suits for information thereon which may be involved in the manufacture or use of the items to be furnished.

23. Successful bidder(s) specifically and explicitly agrees to indemnify and save and keep harmless and defend the City of Brigantine against any and all losses, costs damages, claim expense or liability whatsoever, because of accident or injury to person or property of others occurring in connection with the operations under the contract including but not limited to employees, agents, servants, contractors and subcontractors of the successful bidder, except if and to the extent the losses, costs, damages, claim expense, or liability stem from negligence of the City of Brigantine.

24. The bid is irrevocable by the subscriber, or his, their or its personal or legal representatives. Said bid and award there under is made to the subscriber by the City of Brigantine and shall bind the subscriber, his, their or its heirs, executors, administrators, successors or assigns.

25. Assignment to any third party of any moneys due or to grow due the bidder or any contract based on this bid is prohibited and will not be recognized by the City of Brigantine.

26. The contractor shall not transfer or sublet any portion of the work covered by these specifications without written consent of the City of Brigantine.
27. The parties to any City of Brigantine contract resulting from this bid do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of such contract and are binding upon them.
28. Only manufactured and farm products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to 40A:11-18 of the Revised Statutes of the State of New Jersey.
29. The Contractor shall comply with all New Jersey State and Federal Laws as they pertain to the performance under the contract.
30. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the QPA decision shall be final and conclusive.
31. A written request for the withdrawal of a bid, or any party thereof, will be granted if the request is received by the QPA, Albert Stanley prior to the specified time of the bid opening.
32. Every successful bidder shall be required to provide the contracted materials and to perform under the contract in compliance with the terms of this Invitation to Bid.
33. As this is a Sealed Bid Submission pursuant to N.J.S.A. 52:34-12, Telephone, Telefacsimile (fax), Telegraph Bids or any other electronic mediums will not be accepted for publicly advertised bid requirements.
34. The successful bidder will be required to comply with all applicable provisions of the N.J. Public Employees Occupational Safety and Health Act, (N.J.A.C. 34:6A-25), when providing any materials, supplies or services as part of this contract.
35. **Oral Instructions** Neither the City of Brigantine or their authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications
36. The manufacturer or supplier of a substance or mixture shall supply the Chemicals Abstracts Service number of all the components of the mixture or substance and the chemical name to the City of Brigantine to ensure that every container bears a proper label. This complies with P.L. 1982, Chap. 315, "Worker and Community Right to Know Act" sub sect. b, sect. 14. Further, all applicable Material Safety Data Sheets (MSDS) a/k/a hazardous substance facts sheets, must be furnished.

37. **TERMINATION FOR CONVENIENCE:** The City of Brigantine may terminate a contract, in whole or in part, without showing cause upon giving written notice to the successful Bidder. The City of Brigantine shall pay all reasonable cost incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

TERMINATION FOR DEFAULT: When the Bidder has not performed or has unsatisfactorily performed the Contract, payment shall be withheld at the discretion of the City of Brigantine. Failure on the part of a Bidder to fulfill contractual obligations shall be considered just cause for termination of the contract and the Bidder is not entitled to any costs incurred by the Bidder up to the date of termination.

Termination of either type shall be completed by giving five (5) days' notice in writing to the other party of its intentions to do so with the terms and conditions of the agreement. In the event the City of Brigantine cancels the contract, the Bidder shall only be entitled to payments for work properly performed or completed.

38. **AMERICANS WITH DISABILITIES ACT:** To request a reasonable accommodation of a disability, contact the ADA coordinator at PHONE: (609) 343-2389; TTD: (609) 343-5551; or FAX: (609) 345-4295 at least five (5) business days prior to the event.

39. **MULTIPLE BIDS NOT ALLOWED** - No bidder shall be allowed to submit more than one bid from an individual, firm, partnership, corporation or association under the same or different name. This will be cause for automatic rejection of your bid.

40. ALL BIDDERS SUBMITTING BIDS TO THE CITY OF BRIGANTINE MUST INCLUDE A COPY OF THE BUSINESS REGISTRATION CERTIFICATE ISSUED BY THE NEW JERSEY DEPARTMENT OF TREASURY WITH THEIR BID. FAILURE TO DO SO IS A FATAL DEFECT AND THE BID WILL BE REJECTED.

TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR FURNISHING AND DELIVERING HERBICIDES, FUNGICIDES, INSECTICIDES, FERTILIZERS, SEED, and GOLF COURSE SUPPLIES

BRAND NAMES AND/OR PRODUCT DESCRIPTION:

Brand names and/or product description in this bid proposal are to acquaint bidders with the type of commodity desired and shall be used as a standard by which alternative or competitive material offered shall be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. VARIATION BETWEEN MATERIALS DESCRIBED AND MATERIALS OFFERED ARE TO BE FULLY EXPLAINED BY THE BIDDER IN AN ATTACHED LETTER. In the absence of any changes by the bidder, it will be presumed and required that materials, as described in this specification be delivered.

INTENT

It is the intent and purpose of these specifications to describe the type, quality and quantity of requirements to be furnished, and meet the demands of the City of Brigantine for furnishing said requirements as applicable in the Instructions to Bidders. The conditions and requirements are intended to be open and non-restrictive for the purpose of obtaining, adequate participation of interested vendors, uniformity in the submission of bid and selection of the most responsible vendor(s). **The City of Brigantine shall be the sole judge concerning merits of all bids submitted.**

DELIVERY

The Contractor shall deliver items within 72 hours of Contractor's receipt of a written Purchase Order from the City of Brigantine.

Prices are to be F.O.B. destination with all delivery charges included in the bid price.

Deliveries will be made to: **Brigantine Golf Links Maintenance Building, 1075 North Shore Drive, Brigantine, NJ 08203.**

In the event that any item shall be rejected after delivery for non-conformance with this specification, such items shall at once be removed and replaced with the proper item at the expense of the successful bidder.

ADDITIONAL REQUIREMENTS

The City of Brigantine has set aside funds to purchase additional quantities or similar items to those items listed on the Proposal Forms. The City of Brigantine will solicit a quote from the successful bidder/s and from the quoted price, issue a Purchase Order if it is deemed to be in the best interest of the County.

Delivery of Additional items will be with-in 72 hours of receipt of Purchase Order.

SAFETY

The Contractor hereby covenants and agrees to take, use provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of happenings, accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and be responsible for any indemnity and save harmless the City of Brigantine, its officers, agents, servants and employees from payment of all sums of money by reason of all or any such happenings, accidents, injuries, damages, hurt to person or property that may happen or occur upon or about such work, and all fines, penalties and loss incurred for or by reason of the violations of any Federal, State, City or Borough ordinance or regulations while said work is in progress.

GENERAL CONDITIONS

No bidder shall be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more type or styles that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for the item shall be rejected.

All prices quoted in the Unit Price column of the Proposal Page shall remain firm for the term of the contract.

Bids must be completed in ink or typewritten and signed in ink by the vendor prior to submission. Bidder shall list Unit Price and Total in all appropriate spaces.

Care and consideration should be exercised in the preparation of your Proposal Form, thereby assuring the City of Brigantine of receiving the standard of quality specified for each item.

It is the responsibility of the bidder to correctly identify each item to be furnished as to its description, characteristics, grade and quality.

Where substitutes are acceptable, they shall be equal quality or superior, to the items specified.

Bidders substituting a product that is not equal to that specified and of inferior quality may be removed from the bidders list.

If your packaging is different, note your packaging requirements but unit price shall be for packaging as noted by the City of Brigantine. Should your packaging requirements be unacceptable to the City of Brigantine, this item may be rejected.

No bidder shall be relieved of their obligation to deliver any item after award of contract due to misunderstanding or error in price on their part.

AWARD

Award of bid shall be made on a **UNIT PRICE BASIS FOR EACH ITEM** to the lowest responsible bidder. Bidders should not base their bid on being awarded several items. Bidders who qualify their bid will be rejected. After approval by the City of Brigantine council members, a Purchase Order will be sent to the successful bidder or bidders.

TERMINATION

Termination for Convenience: The City of Brigantine may terminate a contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The City of Brigantine shall pay all reasonable cost incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

Termination for Default: When the Contractor has not performed or has unsatisfactorily performed the Contract, payment shall be withheld at the discretion of the City of Brigantine. Failure on the part of a contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to any costs incurred by the Contractor up to the date of termination.

Termination of either type shall be completed by giving five (5) days' notice in writing to the other party of its intentions to do so with the terms and conditions of the agreement. In the event the City of Brigantine cancels the contract, the Contractor shall only be entitled to payments for work properly performed or completed.

PAYMENT

Payment shall be made within thirty (30) days of receipt of Contractor Invoice and executed Vendor Declaration by Contractor and the Golf Course Manager.

TERM OF CONTRACT

The term of this contract as it pertains to additional items is date of Award to **March 31st, 2027.**

INSURANCE REQUIREMENTS

A: GENERAL REQUIREMENTS

1. The Contractor shall provide and pay for insurance coverage of such types and in such amounts as will completely protect the Contractor and the City of Brigantine, its elected officials, officers, agents, servants, employees and assigns against any and all risks of loss or liability arising out of this Contract.
2. The insurance should be furnished by insurance companies with an "A:VII" or better rating, as published in the most recent edition of Best Insurance Key Rating Guide and authorized to conduct business in the State of New Jersey.
3. It is recognized that in some instances that insurance may be acceptable which is underwritten by an insurance company that is not rated in the Best Guide, or the coverage is extended under a self-insured program. This insurance, or self-insurance, must be in conformity with the rules and regulations of the Commissioner of Insurance of the State of New Jersey. Any insurance or self-insurance of this type is subject to the review and acceptance by the City of Brigantine or its Insurance Consultant. Furthermore, written proof of acceptability by the Office of the Insurance Commissioner may be necessary.
4. The Contractor shall furnish the City of Brigantine with Certificates of Insurance, naming the City of Brigantine as an additional insured, as respects ongoing and completed operations (Endorsement CCG 20 10 10 93,) is required, and providing further that the liability insurance coverage shall be considered as primary and not as excess insurance. The Certificate shall set out the types of coverage, the limits of liability, describe the operation by reference to this contract and provide for thirty (30) days written notice to the City of Brigantine by registered mail prior to any modifications, cancellation, non-renewal, and change in coverage or limits in liability.
5. The policies must be effective prior to the commencement of work and must remain in force until final acceptance of the work under the contract. Contracts that involve construction, installation, or maintenance repair must maintain completed operations insurance, endorsing the City of Brigantine as additional insured, for a term of two (2) years beginning on the date of final acceptance. In the event of interruption of coverage for any reason, all work under the Contract shall cease and shall not resume until coverage has been restored.
6. The Contractor shall insure that any subcontractor(s) have in force during the term of this contract insurance equal to the coverage as herein set forth, or shall make arrangements to ensure that the activities of any subcontractor(s) are included under the Contractor's policy.
7. The Certificate and endorsements are to be signed by a person authorized by the insuring company(s) to bind coverage on its behalf. Neither approval by the City of Brigantine nor failure to disapprove Certificates of Insurance furnished by Contractor shall release Contractor of full responsibility for all liability and casualty claims or losses. Insurance is required as a measure of protection and Contractor's liability is not limited thereby.

8. The Certificate shall be subject to the review and approval of the City Manager or Insurance Consultant.
9. If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, change or be canceled, it will be the responsibility of the Contractor to furnish to the City of Brigantine a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or cancellation date so that there will be no lapse in any coverage.
10. Any policy of insurance that is written on a claims basis shall, under the terms of this contract, be renewed or extended for a period of not less than three (3) years, proof of such extensions shall be annually presented to the City Manager.
11. Certificates of Insurance shall show the Certificate Holder as follows:

CITY OF BRIGANTINE, 1417 WEST BRIGANTINE AVENUE, BRIGANTINE, NJ 08203
ATTN: ALBERT STANLEY, QPA

Certificates of Insurance not reading as per above will not be acceptable and delay contract approval.

12. Questions regarding these insurance requirements may be directed to Albert Stanley QPA at (609) 266-7600. Certificates for approval may be preliminarily submitted via fax (609)-266-3823.

B. SPECIFIC COVERAGE REQUIREMENTS

The following items are the minimum mandatory types of insurance coverage to be carried under the preceding requirements.

- a. General Liability in a comprehensive form with a minimum limit of \$1,000,000 C.S.L. including:
 1. Premises - Operations
 2. X.C.U.
 3. Blanket Contractual
 4. Products- completed operations
 5. Broad Form property damage
 6. Independent contractors and subcontractors
 7. Personal Injury

SAMPLE CONTRACT ACCEPTANCE

NAME & ADDRESS OF VENDOR

CONTRACT# _____

NOTE: This is not an order. Make no deliveries unless authorized to do so by proper departmental notification.

Pursuant to approval by the City Manager, City of Brigantine, authorizing the execution of a Contract Acceptance by the City Manager, the City of Brigantine hereby accepts your proposal and bid for furnishing:

ITEM No	ARTICLES TO BE FURNISHED	UNIT	UNIT COST

IN STRICT ACCORDANCE WITH SPECIFICATIONS AS PER YOUR LOW BID OF _____ SUBMITTED ON _____

THIS CONTRACT IS EFFECTIVE FOR THE PERIOD _____ TO _____ BOTH DATES INCLUSIVE.

GOODS ARE TO BE DELIVERED ONLY AS HEREINAFTER REQUESTED BY PROPER DEPARTMENTAL NOTIFICATION.

CITY OF BRIGANTINE

CITY MANAGER

The undersigned, having read the Notice to Bidders, Invitation to Bid, Instructions to Bidders, and Specifications attached thereto, hereby agrees to provide HERBICIDES, FUNGICIDES, INSECTICIDES, FERTILIZERS, SEED, and GOLF COURSE SUPPLIES in strict accordance with this specification, as follows:

*Estimated Quantities	Unit	Description	Unit Price
1	5gal. case	Dithiopyr 40% (Dimension 2EW) Or Equivalent	
17	1.33oz. bottle	Halosulfuron-Methyl 75% (Sedgehammer) Or Equivalent	
1	4x8oz. case	Topramezone 29.7% (Pylex) Or Equivalent	
4	32 fl. Oz.	Florasulam 4.84% (Defendor)	
1	8oz.	CARFENTRAZONE-ETHYL 21.3% (Quicksilver) Or Equivalent	
5	16 ounce bottle	SureGuard EZ (Flumioxazin) or Equivalent	
10	1gal.	Quinclorac 18.92% (Drive XLR8) Or Equivalent	
2	5gal.	Glyphosate 41% (Round-Up Pro) Or Equivalent	
15	50lb.	Oxadiazon (Ronstar) or Equivalent	
2	5gal.	Acclaim Extra Or Equivalent	
5	5 gal case	Arkon (pyrimisulfan) or Equivalent	
5	5 gal case	SpeedZone (Herbicide mix) or Equivalent	
40	50lb	quali pro oxadiazon 2G 2.0% .	
10	28.87 lbs bag	Anderson Goosegrass/Crabgrass Control or Equivalent	
1	1gal	Mesotrione (Tenacity) or Equivalent	

*Estimated Quantities	Unit	Description	Unit Price
1	5gal. case	Trinexapac-Ethyl 11.3% (Primo-Maxx) Or Equivalent	
5	5 gal. case	Flurprimidol 13.26%/Trinexepac-ethyl 5% (Legacy)	
3	5gal.	Ethephon 2SL 21.7% (Proxy) Or Equivalent	

*Estimated Quantities	Unit	Description	Unit Price
8	5gal. case	Chlorothalonil WS 54% (Daconil WeatherStik) Or Equivalent	
20	4 x 5lb. Case	Chlorothalonil DF 82.5% (Daconil Ultrex)	
1	5gal.case	Tebuconazole 38.7% (Torque) Or Equivalent	
30	0.49lb. packet	Boscalid 70% (Emerald) Or Equivalent	
2	4gal. case	Propiconazole MEC 14.3% (Dorado) Or Equivalent	
4	122oz. Bottle	Fluxapyroxad 26.55% (Xzempler) Or Equivalent	
1	5gal. case	Pyraclostrobin 23.3% (Insignia) Or Equivalent	
1	5gal.case	Propamocarb-Hydrochloride 66.5% (Banol) Or Equivalent	
4	39.2oz. Bottle	Cyazofamid 34.5% (Segway) Or Equivalent	
1	5gal. case	IPRODIONE 23.1%/TRIFLOXYSTROBIN 1.44% (Interface) Or Equivalent	
1	5gal. case	Fluazinam 40% (Secure) Or Equivalent	
3	1 gal.	Benzovindiflupyr 2.24%/ Difenconazole 7.48% (Ascernity)	
4	51 fl.oz.	Prothioconazole 41% (Densicor)	
2	5 gal. case	Boscalid 2.2%/Chlorothalonil 54.14% (Encartis)	
1	5gal. case	Chlorothalonil 53.9% Acibenzolar-S-methyl 0.11% (Daconil Action) Or Equivalent	
12	60 fl. Oz.	Mandestrobin 43.4% (Pinpoint) or Equivalent	
4	5 gal. case	Aramax Intrinsic (Triticonazole/Pyraclostrobin) or Equivalent	
2	5 gal case	Resilia (3 way fungicide mixture) or Equivalent	
3	2.5 gal.	Fluazinam 40%/Acibenzolar-s-methyl 0.6% (Secure Action)	
2	5.5 lb. bags (22 lb box)	Aluminum-tris 80% (Chipco Signature)	
10	2.5gal.	Azoxystrobin 50% Acibenzolar-S-methyl 1.18% (Heritage Action) Or Equivalent	
10	22oz.	Penthiopyrad 50% (Velista) Or Equivalent	
4	105oz.	Posterity Fungicide Or Equivalent	

3	5gal.	Mirage Stressgard Or Equivalent	
6	5gal.	Iprodione 19.65%, Thiophanate-methyl 19.65% (26/36) Or Equivalent	
5	5gal.	Enclave F (Combination of 4 a.i.'s) Or Equivalent	
2	5gal.	Maxtima 24% (Mefentrifluconazole) Or Equivalent	
2	5gal.	Fluazinam 17%, Tebuconazole 17.6%(Traction) Or equivalent	
5	1gal.	Azoxystrobin 2SC 22.9% (Heritage) Or Equivalent	
6	5gal.	Mancozeb 4F 37% (Mancozeb) Or Equivalent	
20	25lb bag	Prophesy .72DG Pro or Equivalent	
20	30lb bag	Pillar G or Equivalent	
20	30lb bag	Azprop G Select or Equivalent	

*Estimated Quantities	Unit	Description	Unit Price
8	5gal. case	Chlorpyrifos 50% (Dursban) Or Equivalent	
2	96oz. bottle	Cyantraniliprole 18.66% (Ference) Or Equivalent	
1	.5gal.	Chloroantraniliprole .7% (Acelepryn) Or Equivalent	
3	1 gal.	Tetraniliprole 4.07% (Tetrino)	
10	4lb.	MatchPoint Insecticide (Spinosad) or Equivalent	

*Estimated Quantities	Unit	Description	Unit Price
10	50 lb bag	UFLEXX 46-0-0 Sustained release N	
32	50lb. bags	8-3-5 Nature Safe (Super Fine) Or Equivalent	
32	50lb. bags	10-0-8 Nature Safe/w Ocean Organics Kelp (Super Fine) Or Equivalent	
20	50 lb. bag	Earthworks Replenish 10-2-5 greens grade or Equivalent	
20	50 lb. bag	Earthworks Replenish 10-2-5 standard grade or Equivalent	

6	5 gal. case	Ocean Organics Stress RX or Equivalent	
6	5 gal. case	Ocean Organics XP Extra Protection or Equivalent	
5	5 gal. case	KelPlant 1-0-1 or Equivalent	
20	50lb.	Earthworks Myco Replenish 3-3-3 Greens Grade Or Equivalent	
20	50lb.	Earthworks Myco Replenish 3-3-3 Standard Grade Or Equivalent	
40	50lb.	Earthworks 5-4-5 Greens Grade Or Equivalent	
40	50lb.	Earthworks 5-4-5 Standard Grade Or Equivalent	
40	50lb.	Earthworks 8-2-2 Or Equivalent	
100	25lb.	28-8-18 Bentgrass Formula Or Equivalent	
10	50lb.	Ammonium Sulfate 21% (Water Soluble) Or Equivalent	
1	55 gal drum	0-0-29 Infiltrate K , or equivalent	
5	5 gal	4-20-22 DKP EXTRA , or equivalent	
5	5 gal	10-34-0 Ammonium Phosphate , or equivalent	
2	30 gal drum	29-0-0, 50% SRN Calcium, Sulfur & Micronutrients , or equivalent	
50	50lbs	Sulfate of Potash 0-0-50 (Greens Grade) 50% Soluble Potash, 18% Sulfur Or Equivalent	
40	50lbs. bag	Urea 46-0-0 46% Urea (Micro Prill Soluble) Or Equivalent	
20	50lb. bag	Andersons HCU 44-0-0 44% Urea, 2% Humic Acid Or Equivalent	
210	50lb. bag	Andersons 24-0-10 Contec DG 24-0-10 90%MUtech-L (SGN150) Or Equivalent	
1	5gal case	Utilize 5-0-0 or Equivalent	
1	5gal case	Lesco Chelated Iron Plus 4-4-5 or Equivalent	
60	50lb.	pHusion KCS 0-0-18 , 18%K, 10%Ca, 3%Mg, 16%S, 3%Mn (SGN 90) Or Equivalent	
50	50lb.	pHusion KCS 0-0-18 , 18%K, 10%Ca, 3%Mg, 16%S, 3%Mn (SGN 150) Or Equivalent	
1	4x1gal case	Marco-Sorb Foliar or Equivalent	
1	4x1gal case	Marco-Sorb Radicular or Equivalent	

*Estimated Quantities	Unit	Description	Unit Price
8	25lb. bucket	Declaration Bentgrass Blend Or Equivalent	
20	50lb. bags	Seed Research Trophy Blue TTTF/Bluegrass Blend Or Equivalent	
6	25lb. bucket	007 Bentgrass or Equivalent	
6	50lb. bags	Palmer IV Ryegrass (grey leaf spot resistant) Or Equivalent	
10	50lb. bags	Links 2 Fescue mix Or Equivalent	

*Estimated Quantities	Unit	Description	Unit Price
26	50lb. bags	Gypsum/ Calcium Sulfate dehydrate (CaSo4)-2H2o) Ca 17% S 14% (Greens Grade) Or Equivalent	
1	5 gal. case	Earthworks Sea 3	
2	5 gal case	Aquatrols Zipline or Equivalent	
2	30gal. Drum	Fleet Or Equivalent	
2	16 x 8oz.	Hydro-cure Pellets or Equivalent	
8	5 gal	Hydration A+ , or equivalent	
2	5gal.	FloThru A-Plus Or Equivalent	
20	50lb.	Earthworks Renovate Plus Recovery Amendment Or Equivalent	
20	50lb	Earthworks Ecolite Or Equivalent	
1	5 gal. case	Formula LiquaGyp	
1	5 gal. case	Formula LiquaLime	
1	55 gal drum	Impulse Green-T , or equivalent	
1	55 gal drum	SugarCal 10 % Calcium Chelate , or equivalent	
90	50lbs	Dolomitic Limestone Micro-Select Prill 55% CaCO3, 39. MgCO3 Or Equivalent	
90	50lbs	Calcitic Limestone Micro-Select Prill 87% CaCO3, 7% MgCO3 Or Equivalent	
30	50lbs	Manganese Sulfate (Soluble/Micro) 32% Manganese Sulf	

		Or Equivalent	
5	5 gal case	Max Manganese 5% or Equivalent	
4	5 gal case	Redox TurfRx PeneCal or Equivalent	
4	5 gal case	Redox TurfRx Greens or Equivalent	
4	5 gal case	Redox TurfRx Platinum or Equivalent	

*Estimated Quantities	Unit	Description	Unit Price
5	5 gal. case	Green Pig Or Equivalent	
20	16oz.	Recede Anti-foam Or Equivalent	
1	4gal.	Turfmax pigment remover Or Equivalent	
1	2.5gal	Brandt MSC or Equivalent	

*Estimated Quantities	Unit	Description	Unit Price
5	1	Touch-up Paint Par-Aide Hunter Green or equivalent	
3	1,000 Ft.	Hollow Braided Rope, ¼ inch, (Green/White), or equivalent	
9	1	Deluxe ball washer ensemble with single unite trash mate or equivalent	
2	1	Standard Premier Ball Washers Or Equivalent	
48	1	Standard Bunker Rakes (cart rakes, 48" wood handle, green) #11425 Or Equivalent	
2	1	Par Aide Ground Under Repair (flexible and impervious to damage from balls and carts) Or Equivalent	
1	1	Par Aide HiO Hole Cutter #1003-1 Or Equivalent	
4	1	Par Aide HiO Hole Cutter blades #1009-01/02 Or Equivalent	
4	1	Par Aide Original Hole Cutter blades #1008-01/02 Or Equivalent	
18	Box of 9	Par Aide Aerifying and Topdressing Cup Plugs (regulation cup size) #1070 Or Equivalent	
36	1	Par Aide Ever White Cup (aluminum cup with replaceable white plastic sleeve) #935 Or Equivalent	
4	Box of 18	Par Aide Ever White Cup replacement, white plastic sleeve) #935-1 Or Equivalent	

200	1 stake	Recycled Plastic Rope Stake, 18 inch, Square w/speed slot, or equivalent	
18	1 cup	Standard ST2000 Smart-fit Cups #18333 or Equivalent	
36	1flag stick	Standard Tournament Flagsticks (w/ smart fit ferrule) #26304 Or Equivalent	
2	1	Standard Directional Stakes Green (6 ¼": white recycled plastic stake with green 4" vinyl cap and 5 ¾" coated steel spike) #16935 Or Equivalent	
1	200	Standard Economy Tee Towels 200/case #04969 Or Equivalent	
12	1	Standard Bunker Rakes (Tour pro w/ Gator Grip Handle, 60" width rake, green) #11720 Or Equivalent	
36	1 tee marker	Cube Tee Marker Red or equivalent	
36	1 tee marker	Cube Tee Marker Yellow or equivalent	
36	1 tee marker	Cube Tee Marker White or equivalent	
36	1 tee marker	Cube Tee Marker Blue or equivalent	

*Estimated Quantities	Unit	Description	Unit Price
20	1 assembly	GBS25 Solenoid or equivalent	
20	1 sprinkler	Rainbird 702 Series or equivalent	
20	1 sprinkler	Rainbird 752 Series or equivalent	
6	1 item	12" square catch basin drain, 2 openings, black plastic or equivalent	
6	1 item	12" square catch basin drain grate, green plastic or equivalent	
12	1 item	Outlet adapter for catch basin drain or equivalent	
15	1 item	1 ½" x 12" male thread x male thread swing joint assembly or equivalent	
15	1 item	1 ½" slip fix repair coupling or equivalent	
15	1 item	2" slip fix repair coupling or equivalent	
15	1 item	2 ½" slip fix repair coupling or equivalent	
15	1 item	3" slip fix repair coupling or equivalent	
15	1 item	4" slip fix repair coupling or equivalent	

15	1 item	1.5 inch compression coupling or Equivalent	
15	1 item	2" compression coupling or equivalent	
15	1 item	2.5 inch compression coupling or equivalent	
15	1 item	3" compression coupling or equivalent	
15	1 item	4" compression coupling or equivalent	
15	1 item	6" compression coupling or equivalent	
5	1 item	3" Hymaxx fitting or equivalent	
5	1 item	4" Hymaxx fitting or equivalent	
5	1 item	6" Hymaxx fitting or equivalent	
15	1 item	1 ½" slip x 1.5" slip x 1.5" threaded sch.40 pvc tee or equivalent	
15	1 item	2" slip x 2" slip x 1" threaded sch.40 pvc tee or equivalent	
15	1 item	2" slip x 2" slip x 1.5" threaded sch.40 pvc tee or equivalent	
15	1 item	2" slip x 2" slip x 2" slip sch. 40 pvc tee or equivalent	
15	1 item	2.5" slip x 2.5" slip x 2" slip sch.40 pvc tee or equivalent	
15	1 item	2.5" slip x 2.5" slip x 2.5" slip sch.40 pvc tee or equivalent	
5	1 item	3" slip x 3" slip x 3" slip sch.40 pvc tee or equivalent	
5	1 item	4" slip x 4" slip x 4" slip sch.40 pvc tee or equivalent	
5	1 item	6" slip x 6" slip x 6" slip sch.40 pvc tee or equivalent	
5	1 item	6" slip x 4" slip reducer coupling or equivalent	
5	1 item	4" slip x 3" slip reducer coupling or equivalent	
5	1 item	4" slip x 2.5" slip reducer coupling or equivalent	
5	1 item	4" slip x 2" slip reducer coupling or equivalent	
5	1 item	3" slip x 2.5" slip reducer coupling or equivalent	
5	1 item	3" slip x 2" slip reducer coupling or equivalent	

5	1 item	1 ½" sch.40 pvc pipe 20' stick or equivalent	
5	1 item	2" sch.40 pvc pipe 20' stick or equivalent	
5	1 item	2 ½" sch.40 pvc pipe 20' stick or equivalent	
5	1 item	3" sch.40 pvc pipe 20' stick or equivalent	
2	1 item	4" sch.40 pvc pipe 20' stick or equivalent	
2	1 item	6" sch.40 pvc pipe 20' stick or equivalent	

It will be assumed that all bids are based upon the specification unless the bidder stipulates to the contrary in letter form to be attached to bid submission. **Bidder shall not type changes on bid specification forms.** The letter shall point out in detail any and all deviations from the specification. If and whenever in the proposal a brand name, make, name of any manufacturer, or trade name is mentioned, it is for the purpose of establishing a grade or quality of merchandise. The City of Brigantine does not wish to rule out other competition and equal brands or makes, and therefore, the phrase **or equivalent** is added. If merchandise other than that specified is bid, it is the bidder's responsibility to name such within the bid and to provide information to the City of Brigantine that demonstrates said item/s is equivalent to that specified. The City of Brigantine shall be the sole judge concerning the merits of the bid submitted.P.F.-8

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
WILL RESULT IN THE IMMEDIATE TERMINATION OF YOUR SERVICES

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 232 TRENTON, NJ 08646-0232
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01	<i>John S. Tully</i> Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

Absecon City

Atlantic City

Brigantine City

Buena Borough

Buena Vista Township

Corbin City

Egg Harbor City

Egg Harbor Township

Estell Manor City

Folsom Borough

Galloway Township

Hamilton Township

Hammonton Town

Linwood City

Longport Borough

Margate City

Mullica Township

Northfield City

Pleasantville City

Port Republic City

Somers Point City

Ventnor City

Weymouth Township

Boards of Education (Members of the Board):

Absecon City

Atlantic City

Buena Regional

Egg Harbor City

Egg Harbor Township

Estell Manor City

Folsom Borough

Galloway Township

Greater Egg Harbor Regional

Hamilton Township

Hammonton Town

Longport

Mainland Regional

Mullica Township

Northfield City

Pleasantville City

Somers Point City

Weymouth Township

Fire Districts (Board of Fire Commissioners):

Buena Borough Fire District No. 1

Buena Borough Fire District No. 2

Buena Vista Township Fire District No. 1

Buena Vista Township Fire District No. 2

Buena Vista Township Fire District No. 3

Buena Vista Township Fire District No. 4

Buena Vista Township Fire District No. 5



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the City and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the City files to determine whether the vendor/contractor has submitted the affirmative action evidence. Specifically, each vendor/contractor shall submit to the City, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the City and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photo copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the City as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photo copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the City. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Company: _____ Title: _____

Print Name: _____ Signature: _____

Date: _____

SAMPLE AFFIRMATIVE ACTION CERTIFICATE

Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

**SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625**

VOID



State Treasurer

CITY OF BRIGANTINE
OWNERSHIP STATEMENT – STOCKHOLDER DISCLOSURE FORM

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation Other, Please List _____

The list below contains the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there **are NO STOCKHOLDERS OF 10% OR MORE, simply check the second box below**. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed.

The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.

BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:

- I certify that the **list below** contains the names and addresses of all **stockholders holding 10% or more** of the issued and outstanding stock of the undersigned.
- I certify that **no one stockholder** owns 10% or more of the issued and outstanding stock of the undersigned.

Publicly Traded - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent

Submit here the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

Address _____

Percentage of Ownership _____ %

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

(Note: Attach additional pages if necessary)

(Respondent/Respondent Authorized Signature)

(Date)

(Print name of authorized signatory)

(Title)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR ALTERNATIVE AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF BRIGANTINE**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding September 12, 2006 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Galloway as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Vince Sera, Mayor	Dennis Haney, Council Member
Michael Riordan, Council Member	Marc Virgilio, Council Member
Vince Sera, Council Member	Cornelius Kane Council Member
Karen Bew, Deputy Mayor	
Paul Lettieri, Council Member	

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
My Commission expires:	_____ (Print name & title of affiant) (Corporate Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF BRIGANTINE

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

When a business entity is a natural person, a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

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**The New Jersey Campaign Contributions & Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.**

The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

The term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)