

Any exceptions to these specifications must be clearly expressed below, identifying the specification by section number, the exception being sought by the Vendor, and the justification that shows the exception to be at least equal to the specification.

N/A

70

PROPOSAL
BY

CERBO'S PARSIPPANY GREENHOUSES, ± MC.

(Bidder's Name)

440 Littleton Rd, Parsippany, NJ 07054

(Address and Phone Number)

973-334-2623

TO THE

**TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY**

FOR

2026 TREE PLANTING AT VARIOUS LOCATIONS

The Work under this Contract includes tree planting and maintenance to comply with the Work described in this Specifications.

The UNDERSIGNED, as Bidder, declares that the only persons or parties interested in this Proposal as principals are named herein; that this Proposal is in all respects fair and without collusion or fraud; that no officer or employee of the Township is directly or indirectly interested in this Bid or the Work of this Contract or in any portions of the profits thereof; that he has carefully examined the annexed Instructions to Bidders, Notice to Bidders (Invitation to Bid), General Instructions and Conditions, Special Provisions and supplementary Specifications; that he or his representative has made a personal inspection of the site of the proposed Work; and that he proposes and agrees that if this Proposal is accepted, he will contract with the abovenamed Township, in the form of contract hereto annexed, and to provide the necessary machinery, tools, apparatus, and other means of construction, and to furnish all the materials, equipment and labor specified in the contract in the manner and time therein specified, and according to the requirements of the Township as therein set forth, and that he will take in full payment therefore the following prices to wit:

NOTE: Complete and submit the loose, unbound copy of this Proposal Form only.

2026 TREE PLANTING AT VARIOUS LOCATIONS

TREE LIST

Contractor Purchase and Planted Trees Spring 2026			
Latin name	Common name	Quantity	Minimum Size
Carpinus Caroliniana	American Hornbeam	33	2-2.5" B&B or 15-gallon
Celtis Occidentalis	American Hackberry	33	2-2.5" B&B or 15-gallon
Cercis Canadensis	Red Bud	35	2-2.5" B&B or 15-gallon
Liquidambar Styraciflua Rotundiloba	Sweet Gum Seedless	33	2-2.5" B&B or 15-gallon
Ulmus Americana Princeton	Princeton Elm	33	2-2.5" B&B or 15-gallon
Nyssa Sylvatica	Sour Gum	33	2-2.5" B&B or 15-gallon
TOTAL TREE COUNT TO BE PURCHASED BY CONTRACTOR (Allow for minor quantity adjustments) 200			

Note: in the event that specified stock is unavailable, contractor shall provide a list with alternate tree species, alternate sizes, and/or containerized stock information on a separate sheet attached to the bid form. Pricing on the bid form should reflect the proposed alternates.

Bid price to plant item 1 (200) 2" to 2.5" or 15-gallon Street trees including planting, purchase of specified tree species from list, Deer tree guard, Arbortie, 3 stakes, 2"-3" mulch, topsoil backfill, maintenance and guarantee according to specifications.

\$ 79,000.⁰⁰
PRICE TO PLANT Item 1 TREES IN WORDS

SEVENTY-NINE Thousand
PRICE TO PLANT Item 1 TREES IN NUMBERS

Price of Installation of root barrier to protect sidewalk and curbs

\$ 50.⁰⁰ per tree

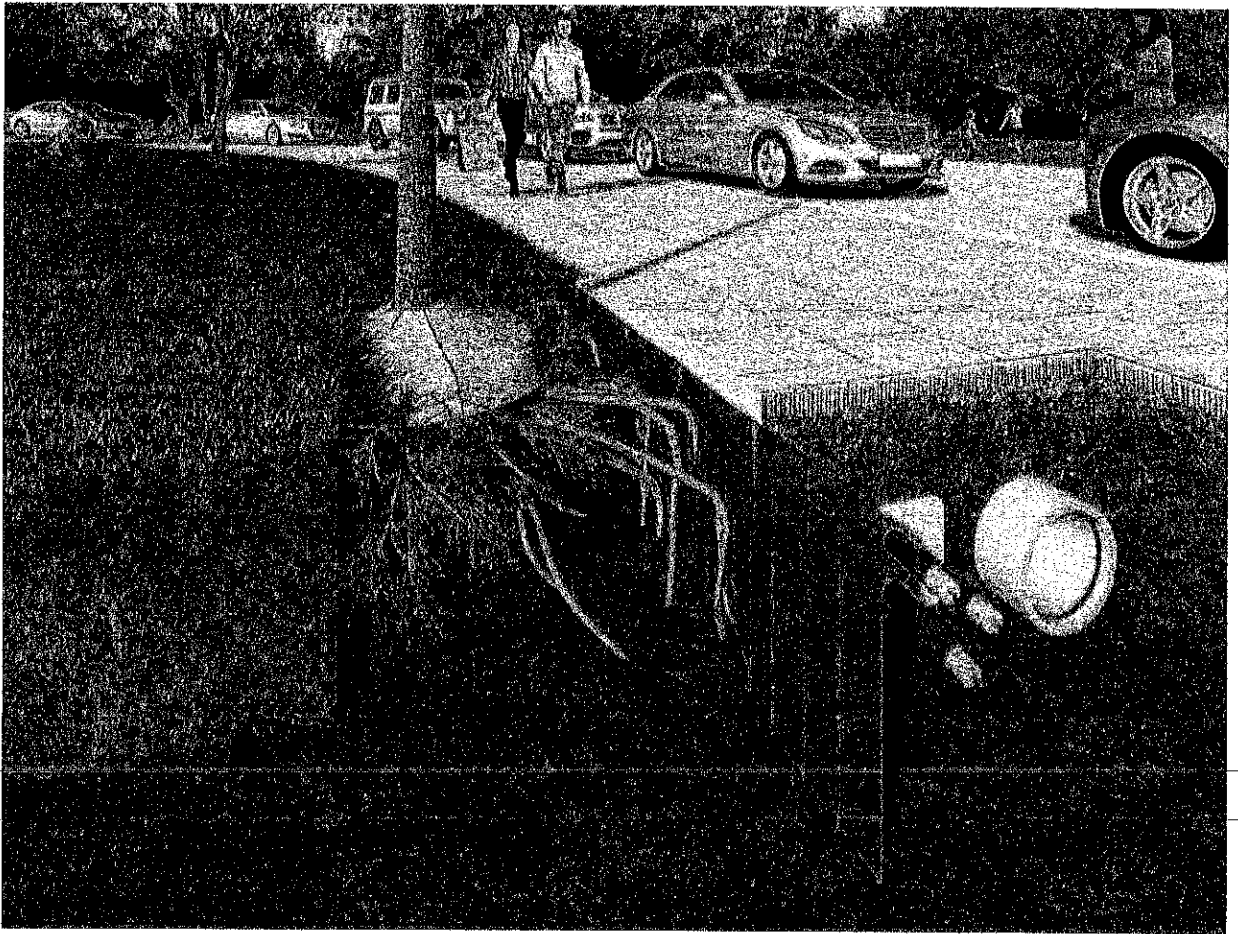
Price of installation of deer fencing to protect trees from deer browse

\$ 10.⁰⁰ per tree

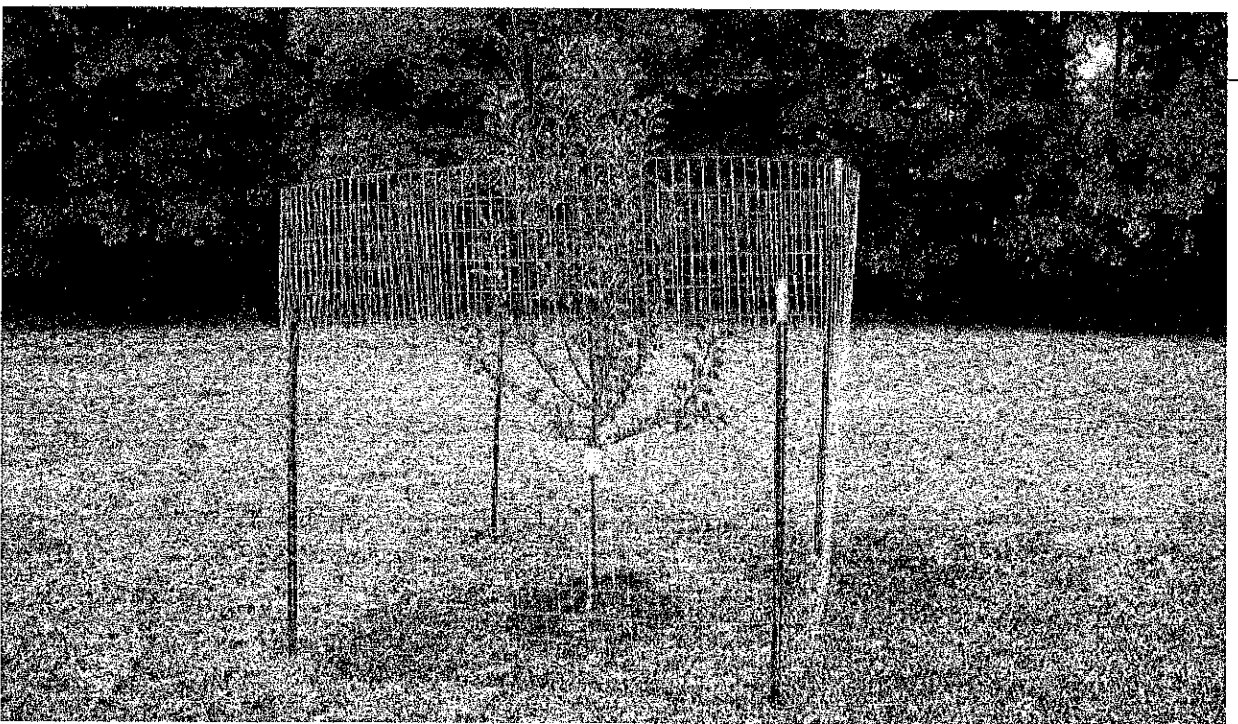
The amount of the Performance and Payment Bond and the amount of the Bid Bond will be based on the total amount of trees scheduled to be planted at time of award.

The planting shall be completed by March 15, 2026. The Township will provide a list of locations with up to 200 trees to be planted with specific tree quantities per species to the awarded vendor prior to commencement of work. The bid price should take in consideration that any of the species from list of trees might be used or not. Several planting periods may occur during this time frame. It is the Township's option if it chooses to award the unit prices for additional work.

Hard plastic protective root barrier to be installed at least 24" in depth along curb or sidewalk as directed. See picture for example. After bid is awarded contractor to provide specifications of product that will be used.



ROOT BARRIER



DEER FENCING

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Principal, and _____ as Surety, is
hereby held and firmly bound unto _____ as Owner, in the Penal Sum of
(\$ _____) for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.
Signed this _____ day of _____ 20____
The condition of the above obligation is such that whereas the Principal has submitted to
a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

NOW THEREFORE,

A) If said bid shall be rejected or in the alternative,

B) If said bid shall be accepted and the Principal shall execute and deliver a contract properly completed in accordance with said bid and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

BY: _____
Witness

Surety

BY: _____
Witness

Attorney-in-Fact

CERTIFIED check enclosed.

Cynthia Cooper V.P.

Accompanying this Proposal is a Consent of Surety and a Bid Guarantee, in the form of a Bid Bond (X), a Certified or Cashier's Check (), payable to the order of the

_____ in the sum
of Seven Thousand Nine Hundred
Dollars \$ 7900.⁰⁰

which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the Project or to furnish the Bond required within the stipulated time, otherwise, the check will be returned to the undersigned.

The Undersigned is Either an ☐ Individual, ☐ a Partnership or a ☒ Corporation under the Laws of the State of NJ

having principal offices at 440 Littleton Rd.
Parsippany, NJ 07054

Telephone Number 973-334-2623

Trade Name of Bidder CERBO'S PARSIPPANY GREENHOUSES, Inc

1. Signed by Anthony CERBO III

Signature [Signature]

Title PRESIDENT

2. Signed by CYNTHIA COOPER

Signature [Signature]

Title V.P.

Signed this 3RD day of November, 2025.

NOTE: If a partnership, all partners must sign. If a corporation, the president and at least one other officer must sign. If a proprietorship, the proprietor must sign. Proposals signed by an agent must be accompanied by a Power-of-Authority for the Principal or Principals involved.

Attached additional signature sheets in the above form if necessary.

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

CERTIFIED CHECK ENCLOSED.

To: _____
(Owner)

Re: CORBO'S PARSIPPANY GREENHOUSES, INC.
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)
the full amount of awarded contract in the event that said contractor is awarded a contract for the
above project.

(CONTRACTOR)

[Signature]
(Authorized Agent of Surety Company)

Date: _____

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AUTHORIZED TO DO BUSINESS
IN NEW JERSEY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: CERBO'S PARSIPPANY GREENHOUSES, INC

Organization Address: 440 Littleton Rd., PARSIPPANY, NJ 07054

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
Anthony CERBO III	80 Branchville-Lawson Rd Newton, NJ 07860
Joseph R. Cerbo	7 Wildwood Trail Newton, NJ 07860
Cynthia A Cooper	26 Stirling Rd, Parsippany, NJ 07054

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

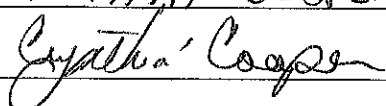
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address
N/A	

Part IV Certification

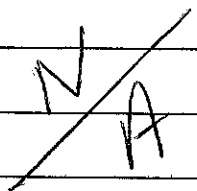
I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Township of West Orange** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Township of West Orange** to notify the **Township of West Orange** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Township of West Orange** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	CYNTHIA COOPER	Title:	V.P.
Signature:		Date:	11-3-25

SUBCONTRACTOR LIST

The Contractor shall list below all Subcontractors that will be working on this Project. Business Registration, New Jersey Public Works Contractor Certification and proof of insurance must be submitted prior to award of Contract.

A Valid Business Registration issued by the State of New Jersey is to be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Subcontractor prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

<u>Name of Subcontractor</u>	<u>Address/Telephone #</u>	<u>Work to be performed</u>
		

DATE: 11-3-25

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

TOWNSHIP OF WEST ORANGE

2026 TREE PLANTING AT VARIOUS LOCATIONS

Pursuant to N.J.S.A. 40A: 11-23. 1a, the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the Bid Advertisement, Specifications or Bid Documents. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the Notice, Revision or Addendum. Note that the local unit's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid Proposal may be subject for rejection of the Bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (Mail, Fax, Picked Up)	Date Received

☒ **NO ADDENDUM RECEIVED (check off if nothing received)**

Acknowledgment by Bidder:

Name of Bidder: CERBO'S PARSIPPANY GREENHOUSES, INC.

By Authorized Representative: CYNTHIA COOPER

Signature: Cynthia Cooper

Printed Name and Title: CYNTHIA COOPER V.P.

Date: 11-3-25

CONSENT OF SURETY

N/A

In consideration of the premises and of one Dollar (\$1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the Contract, for which the proceeding estimate and Proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred (100%) percent of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR shall omit or refuse to execute such Contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 20_____.

(A corporate acknowledgement and statement of authority to be here attached by the surety company.)

(Surety Company)

BY _____
(Surety Company Attorney-in-Fact)
Attest:

(Surety may substitute a similar statement subject to the OWNER'S approval.)

CERTIFIED Check enclosed

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ (If yes, submit a copy of such approval.)

No

2. Do you have a State Certificate of Employee Information Report approval?

Yes _____ (If yes, submit a copy of such approval.)

No

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ NAME: _____

SIGNATURE: _____ TITLE: _____

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

TOWNSHIP OF WEST ORANGE

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF ESSEX

I, Cynthia Cooper, of the (Township, City, Town, Township) of
Parsippany, In the County of Morris, State of
New Jersey, of full age, being duly sworn according to law on my
oath depose and say that:

1. I am (President, Partner, Owner) of the firm of CERBO'S Parsippany Greenhouses, Inc.
A Bidder making a Proposal upon the Project entitled 2026 Tree Planting at Various Locations
2. I am familiar with the Affirmative Action requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
3. The firm has complied with all the Affirmative Action requirements of the State of New Jersey, including those required by N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. I am aware that if the firm does not comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of Hudson, Township of West Orange, until an Affirmative Action Plan is approved. I am also aware that the Contract may be terminated and the firm may be debarred from all public contracts for a period of up to five (5) years.
5. I am aware that this affidavit does not fulfill the Affirmative Action requirements of the State of New Jersey and that further action on my part is necessary as provided in section C-58 of the corresponding Specification.

Sworn _____ and
subscribed _____

Signature of Authorized Representative

before me this day of _____, 20____

Name and Title

Seal-Notary Public of NJ

Firm's Address

My commission expires _____

EQUIPMENT LIST

The Contractor shall list below all equipment, owned or leased by him, that is available for use in connection with the attached Bid Proposal.

CAPACITY UNIT	MANUFACTURER AND MODEL	YEAR
------------------	---------------------------	------

[illegible]

DATE: _____

Certificate Number
653045

Registration Date: 10/30/2025
Expiration Date: 10/29/2027



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Cerbo's Parsippany Greenhouses, Inc.

Responsible Representative(s):
Anthony Cerbo, President
Cynthia Cooper, Vice-President

Responsible Representative(s):
Joseph Cerbo, Vice-President

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

PUBLIC WORKS CONTRACTOR REGISTRATION

All bidders, contractors and subcontractors must be registered by the New Jersey Department of Labor as a Public Works Contractor at the times bids are received pursuant to the Public Works Contractor Registration Act (P.L. 2003, c.91, N.J.S.A. 34:11-56.51).

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 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 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 \$200 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 Ownership 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.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	CORBO'S Parsippany GREENHOUSES, Inc		
Address:	440 Littleton Rd,		
City:	Parsippany	NT State:	Zip: 07054

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Cynthia Capoc Printed Name Cynthia Capoc Title V.P.
Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$
N/A			

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]

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

County Name: Essex

State: Governor

Legislative District #: 26, 27, 28, 29, 34, & 40

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

County:

County Commissioners	County Clerk	Sheriff
County Executive	Surrogate	Registrar of Deeds

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

Belleville Township	Irvington Township	Orange City
Bloomfield Township	Livingston Township	Roseland Borough
Caldwell Borough	Maplewood Township	South Orange Village
Cedar Grove Township	Millburn Township	Verona Township
East Orange City	Montclair Township	West Caldwell Township
Essex Fells Township	Newark City	West Orange Township
Fairfield Township	North Caldwell Borough	
Glen Ridge Borough	Nutley Township	

Boards of Education (Members of the Board):

Belleville Town
Bloomfield Township
Caldwell-West Caldwell
Cedar Grove Township
Essex Fells Borough
Fairfield Township
Glen Ridge Borough
Irvington Township
Livingston Township
Millburn Township
Newark City
North Caldwell Borough
Nutley Town
Roseland Borough
South Orange
Maplewood
Verona Borough
West Essex Regional
West Orange Town

Fire Districts (Board of Fire Commissioners):

NONE

NON-COLLUSION AFFIDAVIT

TOWNSHIP OF WEST ORANGE

COUNTY OF ESSEX

I, Cynthia Cooper of the (Township, City, Town, Township) of
PARSIPPANY in the County of Morris
and the State of NJ of full age, being duly sworn according to law on

my oath depose and say that:

I am V.P. of the firm of CERBO'S PARSIPPANY GREENHOUSES, INC.

The Bidder making the Proposal for the above named Project, and that I executed the said Proposal with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of West Orange relies upon the truth of the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by

CERBO'S PARSIPPANY Greenhouses, Inc.
(Name of Contractor)
(N.J.S.A. 52:34-15)

Cynthia Cooper
(Also type or print name of
Affiant under signature)
CYNTHIA COOPER

Sworn and Subscribed to

before me this 10th

day of November, 2025

[Signature]

Notary Public of LINDA T RIKER
Notary Public of New Jersey
Commission ID# 2292566
Commission Expires 1/2/2028

My commission expires _____

CONTRACTOR'S EXPERIENCE STATEMENT

The Bidder is requested to state below what work of a similar character to that included in the proposed Contract he has done, and give references that will enable the **TOWNSHIP** to judge his experience, skill, and business standing. **BIDDERS** and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract

DATE PROJECT

COMPLETED

LOCATION

OWNER**CONTRACT AMOUNT**[illegible]

NOTE: USE ADDITIONAL SHEETS IF NECESSARY

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08646

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Robert K. Thompson

Director, Division of Taxation

CERBO'S PARSIPPANY GREENHOUSES
440 LITTLETON RD
PARSIPPANY NJ 07054-4802

Tax Registration No.: **223-082-271/000**

Tax Effective Date: **01-01-91**

Document Locator No.: **B0000307537**

Date Issued: **05-16-03**

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

CERT-1 (11-97)

(See Reverse Side)

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CERBO'S PARSIPPANY GREENHOUSES, INC.

Trade Name:

Address: 440 LITTLETON RD
PARSIPPANY, NJ 07054-4802

Certificate Number: 0572310

Effective Date: January 23, 1991

Date of Issuance: October 01, 2015

For Office Use Only:

20151001145540138

BUSINESS REGISTRATION CERTIFICATE

(Township Requirement)

P.L. 2009 c315, requires that, effective January 18, 2010, a contracting agency must receive proof of the Bidder's registration prior to the Award of Contract. The Business Registration Certificate must be obtained by the Bidder prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

If Subcontractors are named on the Bid, proof of the business registration for each must be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Subcontractor prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract. Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the Division of Revenue

STATE OF NEW JERSEY	
BUSINESS REGISTRATION CERTIFICATE	
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR	
TAXPAYER NAME:	TREASURY
TAX REGISTRATION TEST ACCOUNT	CLERK
TAXPAYER IDENTIFICATION:	SEQUENCE NUMBER
970-007-0001000	01072
ADDRESS:	ISSUANCE DATE:
BLING AT	07/14/04
TREASURY NJ 086	
VE DA	
01/04	
This Certificate is NOT valid until the date of issuance. It must be accompanied by a copy of the above information.	

ATTACH
BUSINESS REGISTRATION
CERTIFICATE HERE

Disclosure of Investment Activities in Iran

**Person or
Entity**

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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 certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Name of Contracting Unit** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Reference to Contracting Unit** to notify the **Reference to Contracting Unit** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Name of Contracting Unit** and that the **Reference to Contracting Unit** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)	Cynthia Cooper	Title	V.P.
Signature	Cynthia Cooper	Date	11-3-25



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

Pursuant to N.J.S.A. 52:32-40.1, et seq. § 2222.2, if 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 this 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://www.treasury.gov/ofac. 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 hereby declare as follows:

(Check the Appropriate Box)

☒ **A** That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list as a result 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 as a result 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)

Cynthia Cooper
Signature of Vendor's Authorized Representative
CYNTHIA COOPER V.P.
Print Name and Title of Vendor's Authorized Representative
CERO's Parsippany Greenhouses, Inc.
Vendor's Name
440 Littleton Rd.
Vendor's Address (Street Address)
Parsippany, NJ 07054
Vendor's Address (City/State/Zip Code)

11-3-25
Date
202-082-271/000
Vendor's FEIN
973-334-2623
Vendor's Phone Number
973-402-6860
Vendor's Fax Number
Cindy@cerobogreenhouse.com
Vendor's Email Address

* 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 national development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 202(c)(3), or (3) Any person, association, society, trust or individual, partnership, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of West Orange, (hereafter "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP's grievance procedure, the contractor agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP, or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

I acknowledge:


Signature of Vendor

BID DOCUMENT SUBMISSION CHECKLIST**TOWNSHIP OF WEST ORANGE****2026 TREE PLANTING AT VARIOUS LOCATIONS****A. Failure to submit the following documents shall be a cause for the Bid to be rejected.
(N.J.S.A. 40A:11-23.2)**

Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)
✓	A bid guarantee as required by N.J. S.A. 40A 11-21	cc
✓	A certificate from a surety company, pursuant to N.J.S.A. 40A 11-22	cc
✓	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	cc
✓	A listing of subcontractors and items to be subcontracted as required by N.J.S.A. 40A:11-16	cc
✓	If applicable, Bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	cc
✓	Disclosure of Investment Activities in Iran pursuant to PL 2012, c. 25	cc
✓	Certification of Non- Involvement in Prohibited Activities in Russia or Belarus	cc

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

Required with submission of bid (Owner's Checkmarks)	Initial each item submitted with bid (Bidder's Initials)	Required with submission of bid (Owner's Checkmarks)	Initial each item submitted with bid (Bidder's Initials)
		✓	cc
✓	cc	✓	cc
		✓	
✓		✓	
✓		✓	cc
✓	cc	✓	
✓	cc	✓	

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.Name of Bidder CERBO'S PARSIPPANY GREEN HOUSES, Inc.By Authorized Representative: Cynthia Cooper CYNTHIA COOPER

Signature: Cynthia Cooper

Print Name and Title: CYNTHIA COOPER V.P.

Date: 11-3-25

CONTRACT

for

**2026 TREE PLANTING AT VARIOUS LOCATIONS
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY**

THIS AGREEMENT made as of this _____ day of _____, 20____ BETWEEN
THE TOWNSHIP OF WEST ORANGE, a municipal corporation in the County of Essex, State of New Jersey
(hereinafter referred to as the "OWNER") and

(hereinafter referred to as the "CONTRACTOR") having (its) place of business at

The OWNER will pay to the CONTRACTOR for the work actually constructed, the various unit and lump sum prices as set forth in the Proposal for the construction work annexed hereto and made a part hereof and under the penalty expressed under the bonds annexed hereto to furnish at its own cost and expense all the necessary materials, labor, superintendence, tools and appliances, and will execute, construct and finish and test in an expeditious, substantial and workmanlike manner, the work included under this Contract, commencing such work within ten (10) calendar days from the date of the written notice to proceed with the work and completing all work within sixty (60) consecutive calendar days, and in the manner specified and in conformity with the requirements set forth in the Specifications annexed hereto and made a part hereof and in accordance with the Plans and Contract Drawings of said work on file in the Township of West Orange Municipal Building and all to the acceptance of the OWNER. Under no circumstances shall the project be completed after December 1, 2016.

The following will be deemed a part of the Contract between the Parties:

- a. The Advertisement
- b. General Information
- c. Supplemental General Information
- d. The CONTRACTOR'S Proposal
- e. The Bid Bond
- f. This Contract
- g. The Performance Bond
- h. The Payment Bond
- i. The Notice of Award
- j. The Notice to Proceed
- k. Special Conditions
- l. The Contract Drawings
- m. Technical Specifications
- n. All Addenda issued by the FORESTER prior to the receipt of bids

The CONTRACTOR will proceed with the aforesaid work in a prompt and diligent manner and will do the several parts thereof at such time and in such order as the FORESTER may direct. The CONTRACTOR will complete the whole of said work in accordance with the aforesaid Specifications, Plans and Contract Drawings by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning or subcontracting more than fifty percent (50) thereof, unless otherwise approved by the OWNER, within the number of consecutive calendar days stipulated and in default of completion within the time so fixed, the CONTRACTOR will pay to the OWNER an amount equal to Six Hundred Dollars (\$600.00) for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date or dates fixed as liquidated damages accruing to the OWNER incident to such delay, which said amount will not be construed to be in the nature of a penalty or forfeiture. Any violation of the undertaking by the CONTRACTOR to do and complete all of the said work without brokering, factoring, assigning or subcontracting more than fifty percent (50%), unless otherwise approved by the OWNER, of the same at any time or times during the course of said work will be deemed to be a breach of the Contract with the OWNER, and will, anything in the Contract to the contrary notwithstanding, give to the OWNER, the absolute, complete, and unencumbered right to terminate any and all rights of the CONTRACTOR under this Contract upon seven (7) days notice of its intention so to do, given in writing to the CONTRACTOR at its address set forth in the Contract, by certified mail, return receipt requested. The CONTRACTOR may apply to the OWNER through the FORESTER for the right to subcontract certain portions of the work to be done, but the OWNER, acting through the FORESTER, reserves the absolute right to approve any such subcontractor or to reject any such subcontractor in its and their sole and absolute discretion, it being the intention that the provisions against brokering, factoring, assigning, and subcontracting more than fifty percent (50%) of the work unless otherwise approved by the OWNER above set forth will be paramount and remain inviolate.

It is further understood and agreed that the CONTRACTOR has no claim for any bonus or other additional compensation in the event of completion of such work before the date agreed upon. The OWNER will not be liable to the CONTRACTOR for any neglect, default, delay, or interference of or by any other contractor, nor will any such neglect, default, delay or interference of any other contractor or alteration which may be required in said work, release the CONTRACTOR from the obligation to finish said work within the time aforesaid or within the time as extended in accordance with the provisions of this Contractor, or form the payment of liquidated damages to be paid in default thereof as hereinabove provided.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive as full compensation for furnishing all materials and labor in building, constructing, and testing, and in all respects completing the work herein described and appurtenances thereto in the manner and under the conditions herein specified, the total price stipulated in the Proposal hereto annexed, as calculated using the unit prices bid and actual quantities used during the course of the Work.

It is further understood and agreed that the wages paid to the crafts, trades, or classification of workers employed to perform this Contract will not be less than the prevailing wage rates established by the Commissioner of the Department of Labor and Industry of the State of New Jersey. The wage rates to be paid for each craft, trade, or classification of workers to be used on the Contract will comply with the Prevailing Wage Rate Determination by the New Jersey Department of Labor and Industry, attached hereto.

In accordance with the requirements of the State of New Jersey Affirmative Action Program under P.L. 1975, C127, the CONTRACTOR agrees to comply with the provisions of the Affirmative Action Program as stipulated under the specification section "General Instructions and Conditions".

IN WITNESS WHEREOF, the Township of West Orange has caused these presents to be signed by its proper officers, and the CONTRACTOR has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and caused its corporate seal to be hereunto affixed the date and year first above written.

DATE: _____

TOWNSHIP OF WEST ORANGE, NEW JERSEY

ATTEST:

By: _____

TITLE _____

CONTRACTOR:

WITNESS:

TITLE _____

Owner Partner

CONTRACTOR:

ATTEST:

TITLE _____

Corporate Secretary

Corporate Officer

Title: _____

Title: _____

(Print or Type Name)

(Print or Type Name)

Corporate Seal

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**
