

APPENDIX A

BID FORMS

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BID FORMS

The Bid forms contained in Appendix A hereto specifically enumerate the requirements set forth in these Bid Specifications. A complete set of Bid forms shall be included in the Bid. **No modifications of such Bid Forms are permitted without express written permission of the Authority.** Data from these forms will be used in the Bid evaluations. Each Bidder must fill out all of the forms completely. Use N/A to specify items in the Bid forms that are not applicable to the Bidder. It should be noted, however, that failure to fully complete all applicable Bid forms by incorrectly providing that certain Bid forms (or portions thereof) are not applicable to a Bidder may result in a determination that the Bid is non-responsive. To provide additional information, use separate sheets of paper following the Bid form format, e.g. name of bidder in top right-hand corner. The Bid forms set forth in Appendix A should be set forth in order in Volume I of the Bid.

FORM A-1

THE ESSEX COUNTY UTILITIES AUTHORITY

BIDDER INFORMATION/COVER LETTER FORM

Date: _____

Bidder: _____

Address: _____

Telephone: _____

Contact Person: _____

Type of Business Entity (Corporation, Partnership, Joint Venture, Other (Attach Agreement(s) governing or creating/organizing business entity)¹:

A. GENERAL:

In submitting this Bid, the Bidder warrants and represents that (capitalized words and terms shall have the meanings ascribed to such terms in the Bid Specifications: "Agreement" shall mean the Combined Services Agreement, and "Services" shall mean the Combined Services, pursuant to the Agreement(s)):

1. (a) The Bidder has reviewed and understands the requirements set forth within the Bid Specifications and, if selected, will carry out all of the provisions set forth within same.

¹ If a joint venture, partnership or other form of organization is submitting this Bid, all such firms shall be listed and each such participant shall execute this Bidder Information/Cover Letter.

(b) The Bidder has prepared its Bid using a complete set of Bid Documents, including all addenda to these Bid Specifications issued by the ECUA prior to the date established for submission of all Bids.

(c) All information submitted in response to the Bid Specifications is accurate and factual and all representations made regarding the Bidder's willingness and ability to provide the required Services are true and correct.

(d) The name and title of the individuals who will be responding to questions on behalf of the Bidder are:

If applicable: If the Bid is being submitted by a joint venture or similar business entity of more than one firm and/or organization, list the members, firms or organizations and designate a sole contact person for the joint venture or organization below:

2. Except to the extent expressly disclosed in the Bid, there has been no material adverse changes in the financial status of the Bidder since the date of the most recent financial data (including Forms 10-K and 10-Q) submitted as part of this Bid.

3. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Bidder wherein any unfavorable decision, ruling or finding would adversely affect the ability of the Bidder to carry out the duties and obligations imposed upon it under the Agreement(s).

4. The Bidder is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Bidder to perform its obligations under the Agreement(s). Execution of the Agreement(s), and the performance of all obligations thereunder, have been authorized by all required action of the Bidder, including any action required by any charter, by-laws, and/or partnership agreement, as the case may be, and any applicable laws which regulate the conduct of the Bidder's affairs. The execution of the Agreement(s) and the performance of all obligations set forth in the Bid Specifications and in such Agreement(s) do not conflict with and do not constitute a breach of or an event of default under any charter, by-laws and/or partnership agreement, as the case may be, of the Bidder or any agreement, indenture, mortgage, contract or instrument to which the Bidder is a party or by which it is bound. Upon execution hereof and upon satisfaction of the

conditions contained in the Bid Specifications and in such Agreement(s) will constitute the valid, legally binding obligations of the Bidder, enforceable in accordance with its terms, except to the extent that the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of the general principles of equity.

5. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Bidder wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Bidder of its obligations under the Bid Specifications and/or under the Agreement(s) or the other transactions contemplated thereby, or which, in any way, would materially adversely affect the validity or enforceability of the Agreement(s), or any other agreement or instrument entered into by Bidder in connection with the transactions contemplated thereby.

6. The Bidder has in its possession valid approvals, registrations or permits (or the Bidder will have such approvals, registrations or permits prior to or simultaneously with the execution of the Agreement(s) that, pursuant to Applicable Laws, permit the Bidder to provide the Services as provided In these Bid Specifications and under and in accordance with the terms of the Agreement(s) for the Term of the Agreement(s)).

7. The Bid is submitted pursuant to due authorization by, and is in all respects binding upon, the Bidder. The Bid is authorized to be prepared and submitted under and in accordance with the provisions of the documents and/or agreements which govern the Bidder's business activities.

8. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Bidder has been adjudicated to be in violation of any state or federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal anti-trust or similar statute within the preceding five (5) years, or previously adjudged in contempt of any court order enforcing such laws.

9. The Facility(ies) and equipment to be utilized by the Bidder in the performance of the Services meets or exceeds, in all material respects, the Minimum Technical Specifications as set forth in Section 3 of the Bid Specifications.

10. The Facility(ies) to be utilized by the Bidder are capable of accepting all Acceptable Waste and at least 200,000 tons as defined in the Bid Specifications, generated in Essex County.

[NAME OF BIDDER]

By:

Name:

Title:

[SEAL]

Subscribed and sworn to
Before me this
Day of _____, 2025

(Notary Public of New Jersey)

My commission expires _____, _____.

FORM A-2

THE ESSEX COUNTY UTILITIES AUTHORITY

AGREEMENT FOR BID SECURITY IN LIEU OF BID BOND

(This Form is to be Completed if the Bidder Provides a Certified Check or Cashier's Check with its Bid Instead of a Bid Bond.)

This Bid is accompanied by Bid security in the form of a Certified Check or Cashier's Check drawn on the

Bank of

(name of banking institution)

(address of banking institution)

In the amount of Twenty Thousand (\$20,000) Dollars.

"Agreement" shall mean the Combined Services Agreement, and "Services" shall mean the Combined Services, pursuant to the Agreement.

The undersigned Bidder hereby agrees that if this Bid shall be accepted by The Essex County Utilities Authority ("ECUA") and the undersigned shall fail to execute and deliver the Agreement(s) and performance bonds and/or letters of credit in accordance with the terms of this Bid and with the requirements of the Contract Documents, then the undersigned shall be deemed to have abandoned the Agreement(s), and thereupon the Bid and its acceptance shall be null and void. In such event, the certified or cashier's check herewith submitted as Bid security shall be due and payable thereunder to the ECUA as liquidated damages; otherwise the said check or the amount thereof, shall be returned to the undersigned concurrently with the delivery of such performance bonds and/or letters of credit.

[NAME OF BIDDER]

Attach Cashier's or
Certified Check
Payable to the order of
The Essex County
Utilities Authority

By:

Name:

Title:

FORM A-3

THE ESSEX COUNTY UTILITIES AUTHORITY

BID BOND

(This form is to be Completed if the Bidder Provides a Bid Bond with its Bid instead of a Certified Check or Cashier's Check.)

KNOW ALL PEOPLE BY THESE PRESENTS, that [NAME OF BIDDER], As Principal (hereinafter the "Principal") and [NAME OF SURETY], a [Corporation] [Partnership] duly organized under the laws of the State of [STATE] as Surety, are held and firmly bound unto **THE ESSEX COUNTY UTILITIES AUTHORITY**, as Obligee, in the sum of **TWENTY THOUSAND (\$20,000) DOLLARS** lawful money of the United States of America, for which payment well and truly to be made, the said Principal and Surety bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

"Agreement" shall mean the Combined Services Agreement, and "Services" shall mean the Combined Services, pursuant to the Agreement.

WHEREAS, the Principal has submitted or is about to submit to the Obligee a Bid for the provision of certain Services, which Bid is made a part hereof;

NOW THEREFORE, the Surety hereby understands that if the said Bid is accepted and the Agreement(s) be awarded to the Bidder, then prior to the expiration or termination hereof, said Bidder will enter into the Agreement(s) in writing and give bond with Surety acceptable to the Obligee for the faithful performance of the Agreement(s) or if the Principal shall fail to enter such agreement and give such bond, said Surety will pay to the Obligee, as liquidated damages, the difference, not to exceed the penal amount hereof, between the amount specified in said Bid and such larger amount for which Obligee may in good faith contract with another party to perform the work covered by said Bid. Upon execution of the Agreement(s) or payment, this bond shall thereafter become null and void, otherwise to remain in full force and effect unless terminated as hereinafter provided.

It is agreed that this bond shall be effective on the date the Bid is submitted and will continue in full force for sixty (60) days thereafter, or until terminated as hereinafter provided in accordance with the Local Public Contracts Law.

Upon said termination, the Surety shall be discharged from all liability under this bond for any act or omission of the Principal.

SIGNED AND SEALED this [DAY] day of [MONTH], 2025.

_____(Seal)
PRINCIPAL

WITNESS

TITLE

_____(Seal)
SURETY

TITLE

FORM A-4

THE ESSEX COUNTY UTILITIES AUTHORITY

OWNERSHIP DISCLOSURE STATEMENT

In accordance with Applicable Law, Bidders which are organized as a corporation* or as a partnership* (or a joint venture or similar business organization which joint venture participants are corporations or partnerships) must submit a statement of the names and addresses of all stockholders in the corporation owning 10% or more of its stock of any class, or of all individual partners in the partnership who own a 10% or greater interest in the partnership, as the case may be. If one or more such stockholder, partner or joint venturer is itself a corporation or partnership, the names and addresses of stockholders holding 10% or more of that corporation's stock or of individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. Such disclosure shall continue until names and addresses of every known corporate stockholder and individual partner, exceeding the 10% ownership criteria is listed. If the Bidder is neither a corporation nor a partnership, he shall so attest in the space provided below:

___ I certify that the list below contains the names and home addresses of all stockholders or individual partners holding 10% or more of the issued and outstanding stock or interests in the partnership, as the case may be, of the undersigned corporation or partnership.

OR

___ I certify that no one stockholder or partner owns 10% or more of the issued and outstanding stock or interests in the partnership, as the case may be, of the undersigned corporation or partnership.

OR

___ I certify that the Bidder is neither a corporation nor a partnership.

AND

I certify that the Bidder is the following type of business organization:

NAME	HOME ADDRESS
_____	_____
_____	_____
_____	_____

NAME	HOME ADDRESS
_____	_____

(Name of Partnership
or Corporation)

(Signature of President or
duly authorized officer, Date)

Name of Bidder: _____

CORPORATE SEAL

(Print Name and Title)

ATTEST:

(Signature of Secretary or
Assistant-Secretary)

(Print Name and Title)

Subscribed and sworn before me
this ____ day of 2025.

NOTARY PUBLIC

NOTE: SUBMIT SIMILAR STATEMENT FOR EACH MEMBER OF JOINT VENTURE

*NOTE: The terms corporation and partnership are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Name of Bidder: _____

(Name of Bidder)

By: _____²
(Signature of Duly Authorized Representative)

Name:

Title:

Subscribed and sworn to
Before me this
Day of _____, 2025.

(Notary Public of New Jersey)

My commission expires _____, _____.

² If a joint venture, partnership or other form of organization is submitting this Bid, all such firms shall be listed and each such participant shall execute this form.

Name of Bidder: _____

FORM A-6

THE ESSEX COUNTY UTILITIES AUTHORITY

CONSENT TO INVESTIGATION

“Agreement” shall mean the Combined Services Agreement, and “Services” shall mean the Combined Services, pursuant to the Agreement.

The Bidder hereby gives its consent to the Essex County Utilities Authority (“ECUA”) and/or to the County of Essex, New Jersey (the “County”), or its authorized representatives, to investigate and verify all information contained in the Bid submitted herewith in response to the Bid Specifications, dated April 21, 2025, with respect to the provision of Services for solid waste generated within the County, including financial and law enforcement information relating to the Bidder. The Bidder agrees that all financial institutions, law enforcement agencies, and regulatory agencies are authorized to release information verifying those representations and/or submissions made by the Bidder. The Bidder further agrees that the ECUA and/or the County and/or its authorized representatives are authorized to inspect all premises and relevant records of the Bidder in order to verify information contained in the Bid.

The Bidder agrees that a photocopy of this Consent to Investigation may be accepted by any agency or institution in lieu of the original.

Bidder's Name: _____³

Bidder's Address: _____

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

³ If a joint venture, partnership or other form of organization is submitting this Bid, all such firms shall be listed and each participant shall execute this Form.

Name of Bidder: _____

FORM A-7

THE ESSEX COUNTY UTILITIES AUTHORITY

STATEMENT OF RELEVANT EXPERIENCE

OPERATION AND MAINTENANCE OF SOLID WASTE TRANSFER STATION

The Bidder hereby submits the following information demonstrating the Bidder's experience in operating and maintaining a Transfer Station on projects similar in size and scope to the Authority's, as set forth in these Bid Specifications, during the past five (5) years. At a minimum, the Bidder must demonstrate that it has successfully operated and maintained a Transfer Station for a period of at least two (2) consecutive years.

<u>Name of Facility</u>	<u>Location</u>	<u>Capacity (tons/day)</u>	<u>Phone No. of Reference</u>
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Provide Additional Relevant Information s to the Bidder's Experience and Qualifications:

(Attach Additional Sheets as Necessary)

Name of Bidder: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Name of Bidder: _____

FORM A-8

ESSEX COUNTY UTILITIES AUTHORITY

FACILITY CERTIFICATION (OF THE PROVISION OF SERVICES)

The undersigned Bidder hereby certifies as follows ("Agreement" shall mean the Combined Services Agreement, and "Services" shall mean the Combined Services, pursuant to the Agreement(s)) :

1. The facilities intended to be used to fulfill all requirements of the Contract Documents as part of the provision of Services are as listed on Table 1 and 2 attached hereto.

Note: If the Bidder owns, leases or controls the necessary facility(ies) required, complete Item 2 below. Should the Bidder not own, lease or control the necessary facility(ies) required, complete Item 3 below.

2. The Bidder owns, leases or controls the facility(ies) shown in Table 1 and required to accomplish the work described in the Contract Documents for the term of the Agreement(s).

Name of Bidder:

By:

(Signature)

Name:

Title:

Name of Bidder: _____

3. The Bidder does not own, lease or control the necessary facility(ies) required to accomplish the work described in the Contract Documents of the Term of the Agreement(s). The facility(ies) actually owned, leased or controlled by the Bidder is (are) identified in Table 1. The remaining facility(ies) required to perform the work described is (are) noted in Table 2 together with the certification of the owner or person in control of such facility(ies).

Name of Bidder:

By:

(Signature)

Name:

Title:

Name of Bidder: _____

TABLE 1

**LIST OF FACILITY(IES) TO BE USED BY BIDDER IN PROVIDING SERVICES
OWNED, OPERATED OR CONTROLLED BY BIDDER
(Attach Additional Sheets if Necessary)**

AS TO FACILITY(IES):

Facility(ies) to be utilized	Total Capacity at Facility(ies) for Acceptable Waste	Total Capacity at Facility(ies) for al waste
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Name of Bidder: _____

TABLE 2

**CERTIFICATION OF OWNER OR CONTROLLER OF FACILITY(IES) TO BE USED BY BIDDER IN PROVIDING SERVICES
(WHEN NOT OWNED OR CONTROLLED BY BIDDER)**

“Agreement” shall mean the Combined Services Agreement, and “Services” shall mean the Combined Services, pursuant to the Agreement.

This is to certify that I, the undersigned, own or control the facility(ies) required and noted below and I definitively grant or will grant the Bidder named below the use of said facility(ies) during such time as may be required for that portion of the Work described in the Contract Documents for which said (facility(ies) is necessary, limited to the Term of the Agreement(s).

(Name of Bidder)

(Owner or Controller of Facility(ies))

By: _____

Name: _____

Title: _____

Date: _____

Name of Bidder: _____

AS TO FACILITY(IES):

Facility(ies)
to be utilized

Total Capacity at Facility(ies)
for Acceptable Waste

Total Capacity at
Facility(ies) for all
waste

(Attach Additional Sheets as Necessary)

Name of Bidder: _____

FORM A-9

ESSEX COUNTY UTILITIES AUTHORITY

BIDDER FINANCIAL QUALIFICATIONS AND FINANCIAL INFORMATION

COMBINED SERVICES

Name of Bidder or Guarantor for which financial information is supplied:

A. Financial Information

The following are attached:

a) At a minimum, financial statements of the Bidder (or, to the extent applicable, its Guarantor) reviewed by an independent certified public accountant under generally accepted accounting principles, with full disclosure, and accompanied by an Accountant's Review Report for each of the Bidder's two most recent fiscal years (2018 and 2019), or if the Bidder has been in business for less than two (2) years, for that period of time said Bidder has been in existence.

b) Full information concerning any material changes in the mode of conducting business, bankruptcy proceedings, and mergers and acquisitions within the past two (2) years (or if the Bidder has been in business for less than two (2) years, for that period of time said Bidder has been in existence), including comparable information for related companies and principals of companies, and any actual and pending litigation in which the Bidder is involved.

c) If the Bidder or Guarantor is a partnership, joint venture or similar organization, full information concerning the nature and structure of the partnership or joint venture, including:

i. Date of formation:

Date:

Together with copies of joint venture or partnership agreements or other documents governing creation of the organization, plus amendments; and Check (x) if attached, or state (n/a) if not applicable _____

ii. A description of the obligations of the partners to the joint venture or partnership or organization, specifically addressing if the agreement between members comprising the joint venture or partnership or organization make each jointly and severally liable for contractual obligations of this project.

Check (x) if attached, or state (n/a) if not applicable

Name of Bidder: _____

d) The rating, if any, of outstanding long-term corporate debt of the Bidder:

Standard & Poor's Corporation
Moody's Investors Service
Other (specify)

B. Information Concerning Combined Financial Statements (If Applicable)

If a Bidder or financial Guarantor submits the combined financial statements of two (2) or more commonly owned (but otherwise unrelated) business entities (in satisfaction of the minimum financial qualifications), such combined financial statements must be at a minimum, reviewed by an independent certified public accountant under generally accepted accounting principles, with full disclosure. Such financial statements shall be accompanied by an Accountant's Review Report. In this event, such Bidder or financial Guarantor shall also submit evidence (in form and content reasonably satisfactory to the Authority) of the legal power of such majority owner to legally bind and commit such unrelated business entities to performance of (or the guarantee) of the obligations of the Bidder or financial Guarantor under the Bid and the Combined Services Agreement, (the "Agreement").

C. Information Relating to Financial Statement of Bidder or Financial Guarantor Which Is a Subsidiary

In the context where such potential Bidder is a subsidiary company whose financial statements are reported on a consolidated basis with the parent company's financial statements, and the financial statements of the subsidiary are not separately prepared, the Bidder or Financial Guarantor must submit the full financial statements of the reporting parent which shall be, at a minimum, reviewed by an independent certified public accountant under generally accepted accounting principles, with full disclosure. Such financial statements shall be accompanied by an Accountant's Review Report.

Where a Bidder or Financial Guarantor submits financial statements prepared on behalf of the parent company or third-party financial Guarantor, the parent company or third-party financial Guarantor must agree to guarantee the performance of the subsidiary Bidder under the terms of the Agreement(s) and a guaranty must be provided with the Bid.

In such event, the parent company or third-party financial Guarantor shall execute the applicable Guarantor Agreement in the form that is attached hereto and labeled Form A-17 and which by this reference is made a part hereof as if set forth fully herein. Such executed Guarantor Agreement must be submitted as part of the Bid. If the Successful Bidder qualifies through the financial qualifications of the Bidder's parent or third-party financial Guarantor and the Guarantor Agreement is submitted as part of the Bid, the terms of the

Name of Bidder: _____

applicable agreement will be conformed to include appropriate provisions relating to the financial Guarantor, including the requirement that the financial Guarantor maintain the Minimum Financial Criteria during the term of the Agreement(s) or be subject to the remedies set forth therein.

[NAME OF BIDDER]

By: _____

Name: _____

Title: _____

Name of Bidder: _____

FORM A-10

THE ESSEX COUNTY UTILITIES AUTHORITY

CONSENT OF SURETY

In completing this Consent of Surety, this Surety shall not add any conditions to its obligation to provide the Performance Bond referred to herein.

“Agreement” shall mean the Combined Services Agreement, and “Services” shall mean the Combined Services, pursuant to the Agreement.

[NAME OF SURETY] (hereinafter “Surety”), organized and existing under the laws of the State of [STATE] and duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, to it in hand paid, the receipt whereof is hereby acknowledged, the undersigned Surety consents and agrees that if the Agreement(s) (as such term is defined above and in the Bid Specifications, dated April 21, 2025), and for which the preceding Bid is made, be awarded to [NAME OF BIDDER] (hereinafter “Bidder”) for the performance of or the supplying of certain services or materials, or both, as more particularly set forth in said Bid and described for purposes of this instrument as a Bid for the Services to The Essex County Utilities Authority and if Bidder shall enter into the Agreement(s) with the Essex County Utilities Authority, Surety will become bound as Surety for its faithful performance and will provide the Bidder with a performance bond in the amount of \$_____.

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 _____, 2025_).

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

(Name of Surety)

By: _____
(Surety Company Attorney-in-Fact)

Date: _____

Name of Bidder: _____

Attest:

By: _____

Name: _____

Title: _____

Date: _____

Name of Bidder: _____

FORM A-11
THE ESSEX COUNTY UTILITIES AUTHORITY
PERFORMANCE BOND

In providing the below Performance Bond, such Performance Bond shall not contain any conditions to its issuance or any conditions to the obligations of the surety company issuing same, except as expressly provided in this form of Performance Bond.

Date:

_____, **PRINCIPAL**
_____, **SURETY**
_____, **SURETY**
_____, **SURETY**

THE ESSEX COUNTY UTILITIES AUTHORITY, **OBLIGEE**

“Agreement” shall mean the Combined Services Agreement, and “Services” shall mean the Combined Services, pursuant to the Agreement.

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the PRINCIPAL and SURETIES above named, are held and firmly bound unto the above named OBLIGEE, in the just and full sum of \$_____ for the payment of which sum well and truly to be made, the said PRINCIPAL and SURETIES bind themselves, their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents. Provided, that, we, the Sureties, bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the PRINCIPAL, for the payment of such sum only as is set forth opposite the name of such Surety at the end of this Bond.

WHEREAS, the PRINCIPAL has entered into a certain written agreement with the OBLIGEE, dated _____, 2025 entitled, “Agreement to Provide Combined Services for Acceptable Solid Waste,” (the “Agreement”), whereby the PRINCIPAL shall provide Services to The Essex County Utilities Authority for solid waste generated within the County of Essex, which Agreement(s) is by reference made a part hereof, as if set forth in full herein.

Name of Bidder:_____

NOW THEREFORE, the condition of this obligation is such that, if the PRINCIPAL shall faithfully perform its obligations under the Agreement(s) solely as they relate to the Services, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED HOWEVER:

Whenever the PRINCIPAL shall be, and is, declared to be in default under the Agreement(s) by the OBLIGEE, the OBLIGEE having performed its obligations under the Agreement(s), the SURETIES may promptly remedy the default or shall promptly as follows:

- (1) Perform the obligations under the Agreement(s) solely as they pertain to Services in accordance with the terms and conditions of the Agreement(s), or
- (2) Obtain a bid or bids for performance of the obligations under the Agreement(s) solely as they pertain to Services in accordance with the terms and conditions of the Agreement(s), and upon a determination by SURETIES and the OBLIGEE of the lowest responsible bidder, arrange for a contract between such bidder and the OBLIGEE, and make available as services continue (even though there should be a default or a succession of defaults under the contract or contracts arranged under this paragraph) sufficient funds to pay the cost of performance of such Services; but not exceeding, including other costs and damages for which the SURETIES may be liable hereunder, the amount set forth in the first paragraph hereof.
- (3) After investigation, determine the amount for which it may be liable to the OBLIGEE and, as soon as practicable after the amount is determined, tender payment therefor to the OBLIGEE.
- (4) Without waiver of any rights of the OBLIGEE, notify the OBLIGEE of the denial of liability in whole or in part citing reasons therefor.

Notwithstanding any term or condition contained in the Agreement(s) to the contrary, it is understood and agreed that the PRINCIPAL's and SURETIES' obligation under this bond shall not be assigned without the written consent of the PRINCIPAL and the SURETIES, which consent shall not unreasonably be withheld; provided however, that this bond may be assigned to a trustee in connection with the issuance of any debt obligations issued by the OBLIGEE for or with respect to Services.

No right or action shall accrue on this bond to or for the use of any person or corporation other than the OBLIGEE named herein or their heirs, executors, administrators, or successors of the OBLIGEE.

Name of Bidder: _____

The PRINCIPAL and the SURETIES shall not be liable to the OBLIGEE in the aggregate in excess of the penal sum above stated. Any payment made by the SURETIES in good faith under this bond shall reduce the bond amount stated by a like amount.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date the PRINCIPAL ceased performing those obligations covered by this bond.

The SURETIES hereby stipulate and agree that no modifications, omissions or additions in or to the terms of the Agreement(s) or in or to the specifications therefor should in any way affect the obligation of the SURETIES on this Bond.

Notice to the SURETIES shall be by certified or registered mail and sent to:

[NAME AND ADDRESS OF SURETY]

The SURETIES shall have no liability under this bond for any obligation of the PRINCIPAL to defese, pay for, assume responsibility with respect to or otherwise incur liability for and debt obligations issued by the OBLIGEE.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above.

PRINCIPAL

Limit: \$ _____

_____ Title

SURETY

Limit: \$ _____

_____ Attorney-in-fact

SURETY

Limit: \$ _____

_____ Attorney-in-fact

Countersigned:

Name of Bidder: _____

FORM A-12

THE ESSEX COUNTY UTILITIES AUTHORITY

CONSENT OF BANK FOR PERFORMANCE LETTER OF CREDIT

In completing this Consent of Bank, the Bank shall not add any conditions to its obligations to provide the letter of credit referred to herein.

“Agreement” shall mean the Combined Services Agreement, and “Services” shall mean the Combined Services, pursuant to the Agreement.

In consideration of the premises and of One Dollar (\$1.00) lawful money of the United States, to it in hand paid, the receipt whereof is hereby acknowledged, the undersigned Bank hereby consents and agrees that if the Agreement(s) as such term is defined above and in the Bid Specifications, dated April 21, 2025, is awarded to [NAME OF BIDDER] to perform Services in accordance with such Bid Specifications, [NAME OF BANK] will become bound, as guarantor for [NAME OF BIDDER], in connection with the faithful payment in an amount equal to \$____, and will issue and execute a Performance Letter of Credit, in form and content and at the times provided in the Bid Specifications.

IN WITNESS WHEREOF, the undersigned 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 _____, 2025.

ATTEST:

(Name of Bank)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Name of Bidder: _____

FORM A-13

THE ESSEX COUNTY UTILITIES AUTHORITY

In providing the below letter of credit, such letter of credit shall not contain any conditions to its issuance or any conditions to the obligations of the bank issuing the letter of credit, except as expressly provided in this form of letter of credit.

PERFORMANCE LETTER OF CREDIT

[DATE]

The Essex County Utilities Authority
Leroy F. Smith Jr. Public Safety Building
60 Nelson Place, 6th Floor
Newark, NJ 07102

Ladies and Gentlemen:

1. We hereby establish, at the request of [NAME OF BIDDER] ("the Company"), in your favor and for the account of the Essex County Utilities Authority, a public body corporate and politic organized and existing under the laws of the State of New Jersey (the "Authority"), our irrevocable Letter of Credit, No. _____ (the "Letter of Credit"), in the amount of \$_____ (the "Letter of Credit Amount"), effective _____ expiring on ____ (the "Expiration Date").

2. The Letter of Credit is being issued in support of the performance by the Company of its obligation to provide Services to the Authority, as set forth in the "Agreement to Provide Combined Services for Acceptable Solid Waste" dated _____, 2025 (the "Agreement") by and between the Authority and the Company.

3. We hereby irrevocably authorize you to draw on us, at sight and in one drawing, an amount equal to the Letter of Credit Amount. Such draft shall be in writing and signed by your authorized representative and shall be accompanied by a completed certificate in the form attached hereto as Exhibit A (such draft accompanied by such certificate being collectively your "Draft"). The Draft shall be payable by us on-sight in accordance with paragraph 4 below. Funds under this Letter of Credit are available to you against your Draft (referring thereon to the number of this Letter of Credit) solely upon the occurrence of an Event of Default by the Company, including but not limited to the failure to make all payments as hereinabove provided, and the subsequent exercise by the Authority of its right to terminate the Agreement(s), all in accordance with the terms of such Agreement(s).

Name of Bidder: _____

4. The Draft shall be dated the date of its presentation, and shall be presented to our office located at [NAME OF BANK and ADDRESS OF BANK]. If we receive your Draft at such office, in conformance with the terms and conditions hereof, on or prior to the Expiration Date, we will honor the same in accordance with the provisions hereof and your payment instructions by 5:00 p.m. on the next succeeding Business Day after presentation of your Draft. For purposes of this Letter of Credit, "Business Day" shall mean any day other than a Saturday, Sunday or public holiday under the laws of the State of [STATE]. If requested by you, payment under this Letter of Credit may be made by wire transfer of immediately available Federal Funds to your account in a bank on the Federal Reserve wire system or by deposit of immediately available funds into a designated account that you may establish with us. All drawings under the Letter of Credit will be paid with our own funds.

5. If a demand for payment delivered to us pursuant to the foregoing paragraph does not conform to the terms and conditions of this Letter of Credit, we will notify you of our intention to dishonor the same after presentation of the Draft by 5:00 p.m. on the next succeeding Business Day. Such notice of dishonor shall be promptly confirmed by written notice, specifying the number of this Letter of Credit, the date of the non-conforming Draft and the reasons that we are not honoring the same. Upon being notified that the Draft was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment prior to the Expiration Date.

6. Upon the earlier to occur of (a) payment to you or your account of the Letter of Credit Amount, or (b) the Expiration Date, we shall be fully discharged of our obligation under this Letter of Credit with respect to such Draft, and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such Draft to you or to any other person.

7. This Letter of Credit shall be governed by the International Code of Uniform Customs and Practices for Documentary Credits, Publication No. 500 (1993 Revision), including any amendments, modifications or revisions thereto. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to [BANK], [ADDRESS OF BANK], specifically referring to the number of this Letter of Credit. We shall address communications to you at the address noted on the first page of this Letter of Credit unless otherwise advised by you in writing.

8. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, including, without limitation, the Agreement(s), except only the Draft referred to herein; and any such reference shall not (unless otherwise provided herein) be deemed to incorporate herein by reference any such document, instrument or agreement except for such Draft.

Name of Bidder: _____

Very truly yours,

[NAME OF BANK]

By: _____

Name: _____

Title: _____

Name of Bidder: _____

FORM A-14

THE ESSEX COUNTY UTILITIES AUTHORITY

OPINION OF BANK COUNSEL REGARDING LETTER OF CREDIT

[TO BE PROVIDED BY BANK COUNSEL FOR ANY BANK ISSUING A PERFORMANCE LETTER OF CREDIT]

The Essex County Utilities Authority
Leroy F. Smith Jr. Public Safety Building
60 Nelson Place, 6th Floor
Newark, NJ 07102

Chiesa Shahinian & Giantomasi PC
One Boland Drive
West Orange, New Jersey 07052

RE: [INSERT APPLICABLE AMOUNT FOR PERFORMANCE LETTER OF CREDIT]

Ladies and Gentlemen:

We have acted as special counsel to [NAME OF BANK] (the "Bank") in connection with the issuance of its irrevocable Performance Letter of Credit No. _____ (the "Letter" of Credit") dated _____, in favor of The Essex County Utilities Authority (the "Authority") under an "Agreement to Provide Combined Services for Acceptable Solid Waste," dated _____ (the "Agreement").

As such counsel, we have examined executed copies of the Letter of Credit, and such other certificates, instruments and documents and such questions of law as we have deemed necessary or appropriate in order to enable us to render an informed opinion as to the matters set forth herein. In such examination we have relied upon the genuineness of all signatures, the authenticity of all items submitted to us as originals and the conformity to the originals of all items submitted to us as certified or photostatic copies and the authenticity of the originals of such copies and the due completion, execution (except as to the execution by individuals signing on behalf of the Bank), acknowledgment and delivery of all documents and instruments.

In rendering the opinions expressed herein, we have further assumed that any demand for payment under the Letter of Credit, and any accompanying certificate or

Name of Bidder: _____

document, will not be forged or fraudulent, and that there will be no “fraud in the transaction” relating to the Letter of Credit within the meaning of the Uniform Commercial Code as adopted in the State of [STATE].

Based upon the foregoing, we are of the opinion, as of the date hereof, as follows:

1. The Bank is a [national banking association organized and existing under the laws of the United States of America] [banking institution organized and existing under the laws of the State of [STATE]].
2. The Letter of Credit qualifies as an obligation that a [national banking association] [state banking institution] is permitted to issue.
3. The obligations of the Bank under the Letter of Credit constitutes a legal, valid and binding obligation of the Bank, enforceable against the Bank in accordance with its terms, except (i) to the extent that the enforcement thereof is limited by application of bankruptcy, insolvency, reorganization, liquidation, moratorium and other similar laws affecting generally the enforcement of creditors' rights and remedies, as the same may be applied in the event of any moratorium or similar occurrence affecting the Bank, or by any defense available under the Uniform Commercial Code of the State of [STATE] and the exercise of judicial discretion in appropriate cases, and (ii) that no opinion is expressed as to the availability of equitable remedies against the Bank, including specific performance and injunctive relief.

We are qualified to practice law in the State of [STATE] and we do not express any opinion concerning any law other than the law of the State of [STATE] and the Federal laws of the United States of America.

Very truly yours,

Name of Bidder: _____

FORM A-15

ESSEX COUNTY UTILITIES AUTHORITY

OPINION OF BIDDER'S COUNSEL REGARDING LETTER OF CREDIT

[TO BE PROVIDED BY BIDDER'S COUNSEL ON THE LETTERHEADED OF SUCH COUNSEL WITH RESPECT TO THE ISSUANCE OF A PERFORMANCE LETTER OF CREDIT]

[DATE]

The Essex County Utilities Authority
Leroy F. Smith Jr. Public Safety Building
60 Nelson Place, 6th Floor
Newark, NJ 07102

Dear Authority Members:

I have acted as counsel to the [NAME OF BIDDER], a [corporation] [partnership] [other business entity] duly organized under the laws of the State of _____ (the "Company"), with respect to certain matters in connection with an "Agreement to Provide Combined Services for Acceptable Solid Waste," dated _____, (the "Agreement"). Certain terms that are used herein as defined terms shall have, unless defined herein or unless the context clearly requires otherwise, the meanings that are assigned to such terms in the Agreement(s).

Pursuant to the terms of the Agreement(s), in the event that the Authority terminates the Agreement(s) as a result of the occurrence of an Event of Default by the Company, the Company is obligated to pay the Authority a liquidated damage payment in the amount of \$_____. The Agreement(s) further provides that in order to assure the full and adequate performance of the Company under the provisions thereof, the Company is required to obtain and deliver, among other things, a letter of credit in the amount of \$_____.

In order to satisfy such obligations of the Company under the Agreement(s) as described above, [NAME AND LOCATION OF THE BANK] (THE "BANK"), has issued, on even date herewith, an irrevocable, direct pay letter of credit in the stated amount of \$_____. Pursuant to the terms of the Letter of Credit, the Bank has agreed to pay the Authority \$_____ in the event that the Agreement(s) is terminated due to the occurrence of an Event of Default by the Company.

The Bank and the Company have entered into a [Name of Reimbursement Agreement], dated _____, which

Name of Bidder: _____

[Describe relevant terms and conditions of the Bank's agreement with the Company with respect to reimbursement of the Letter of Credit.]

I have reviewed the terms of the Agreement(s), the Letter of Credit, the Reimbursement Agreement and any documents executed in connection therewith, and the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq. (the "Bankruptcy Code") and such certificates and other documents as I have considered to be necessary or appropriate in order to enable us to render the opinion hereinafter expressed.

1. The Company is authorized to enter into the Reimbursement Agreement and such Reimbursement Agreement is a legal, valid and binding obligation of the Company and is enforceable against the Company in accordance with its terms, except to the extent that enforcement thereof is limited by applicable bankruptcy, moratorium, reorganization or similar laws relating to the enforcement of creditors' rights or the application of principles of equity generally.

2. Based upon and subject to the foregoing, and assuming for purposes of this opinion that the Authority is not an "insider" as such term is defined in the Bankruptcy Code, I am of the opinion that, in the event that an order for relief is entered under the Bankruptcy Code with respect to the Company, payment to the Authority of the proceeds of the drawing on the Letter of Credit in accordance with the terms thereof will not constitute a voidable preferential payment under Section 547 of the Bankruptcy Code.

Very truly yours,

Name of Bidder: _____

FORM A-16

THE ESSEX COUNTY UTILITIES AUTHORITY

OPINION OF BIDDER'S COUNSEL REGARDING ENFORCEABILITY OF AGREEMENT

[LETTERHEAD OF COUNSEL TO BIDDER]

[DATE]

The Essex County Utilities Authority
Leroy F. Smith Jr. Public Safety Building
60 Nelson Place, 6th Floor
Newark, NJ 07102

Ladies and Gentlemen:

I have acted as counsel to [NAME OF BIDDER], a [corporation] [partnership] [other business entity], duly organized and existing under the laws of the State of [STATE] (the "Company"), with respect to certain matters in connection with an "Agreement to Provide Combined Services for Acceptable Solid Waste," dated _____, by and between The Essex County Utilities Authority and [NAME OF BIDDER] (the "Agreement"). Certain terms that are used herein as defined terms shall have, unless defined herein or unless the context clearly requires otherwise, the meanings that are assigned to such terms in the Agreement(s).

The Company has full corporate power and authority to execute and deliver the Agreement(s) and to perform its obligations thereunder. The Agreement(s) has been duly authorized, executed and delivered by the Company and is a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent that the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights or remedies generally or by the application of general equitable principles.

Very truly yours,

Name of Bidder: _____

FORM A-17

THE ESSEX COUNTY UTILITIES AUTHORITY

GUARANTOR AGREEMENT

GUARANTOR AGREEMENT, made this ___ day of____, 2025, by and between [NAME OF GUARANTOR] (the "Guarantor") a corporation organized and existing under the laws of the State of [STATE], to and for the benefit of THE ESSEX COUNTY UTILITIES AUTHORITY (the "Authority"), a public body corporate and politic of the State of New Jersey;

WITNESSETH:

WHEREAS, [Name of Bidder], (the "Company") and the Authority have entered into an agreement, dated _____, entitled "Agreement to Provide Combined Services for Acceptable Solid Waste" (the "Agreement") providing for, among other things, the provision of Combined Services ("Services") by the Company; and

WHEREAS, the Authority is unwilling to enter into, the Agreement(s) unless the Guarantor unconditionally guarantees the full performance of the obligations of the Company under the terms of the Agreement(s); and

WHEREAS, the Guarantor is willing to unconditionally guarantee the full performance of the obligations of the Company under the terms of the Agreement(s);

NOW, THEREFORE, the Guarantor agrees as follows:

1. The Guarantor hereby guarantees to the Authority (a) the performance by the Company of all the Company's obligations under the terms of the Agreement(s); (b) the payment of all sums which may hereafter become due from the Company to the Authority, and (c) the payment of damages, costs, expenses and liabilities, including legal fees, incurred by the Authority as a result of the failure of the Company to perform its obligations under the terms of the Agreement(s).

The Guarantor acknowledges and consents to maintain, during the Term of the Agreement(s), the Minimum Financial Criteria, as the case may be, and, in the event that the Guarantor fails to satisfy or maintain such financial criteria during the Term of the Agreement(s), the Guarantor acknowledges that the provisions of the Agreement(s) relating to defaults of the Company for failure to so maintain such financial criteria and the remedies of the Authority related thereto shall apply to the Guarantor as if set forth in full herein. Further, the Guarantor consents to all terms, covenants and conditions that are set forth in the

Name of Bidder: _____

Agreement(s) and agrees that such terms, covenants and conditions may be modified or amended without notice to the Guarantor, and in such event, the Guarantor shall nevertheless be bound under the terms of this Guarantor Agreement.

In the event that the Company fails to duly and properly perform and satisfy all of its obligations under the terms of the Agreement(s), the Guarantor will, upon written demand of the Authority setting forth the specific failure of the Company, cause the performance and satisfaction of the obligations of the Company set forth in such demand.

2. The Guarantor shall, upon performance under the terms of this Guarantor Agreement, be entitled to all of the contractual protection under the Agreement(s) to which the Company is entitled. However, this Guarantor Agreement shall be fully enforceable despite the Company's discharge in bankruptcy or adjustment of the debts or obligations of the Company (incurred on or after the effective date of the Agreement(s)) in insolvency proceedings or pursuant to some other compromise with creditors.

3. If a demand is made upon the Guarantor, as provided in Paragraph (1), above, and the Guarantor duly and properly performs the obligations of the Company set forth in such demand, then (a) the Guarantor shall be subrogated to the rights of the Company against the Authority, if any, and (b) the Authority shall suspend the pursuit of any remedy against the Company relating to or arising out of the occurrence of such failure to perform by the Company.

4. This Guarantor Agreement shall be in all respects governed, construed, applied and enforced in accordance with the laws of the State of New Jersey.

5. Each reference to the Authority herein shall be deemed to include its successor and assigns in whose favor the provisions of this Guarantor Agreement shall inure. This Guarantor Agreement shall be binding on all successors and assigns of the Guarantor and is for the benefit of the Authority and its successors and assigns.

6. This Guarantor Agreement contains the entire agreement between the Authority and the Guarantor and cannot be changed orally. Any omission or delay by the Authority in exercising any right hereunder or under any other guaranty or endorsement shall not operate as a waiver, and a waiver in one instance shall not act as a waiver in any other instance and the single or partial exercise of any such right or rights shall not preclude any other or future exercise thereof.

[NAME OF GUARANTOR]

Dated: _____

By: _____

Title: _____

Name of Bidder: _____

_____, _____ of _____
(Name) (Title)

HEREBY CERTIFIES that the above named individual is, on the date hereof, authorized to enter into, execute and deliver, in the name and on behalf of the Company, the "Guarantor Agreement," and the signature which is set forth thereon is his or her authentic and genuine signature.

Signature: _____

Name: _____
(Type)

Date: _____

Attest:

By: _____

Name: _____

Title: _____
[SEAL]

Name of Bidder: _____

FORM A-18

THE ESSEX COUNTY UTILITIES AUTHORITY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

We hereby acknowledge receipt of the Bid Specifications and Addenda(s) Nos(s). _____
- ____, inclusive.

[NAME OF BIDDER]

By: _____

Name: _____

Title: _____

Name of Bidder: _____

FORM A-19

THE ESSEX COUNTY UTILITIES AUTHORITY

LIST OF EQUIPMENT

OWNED, OPERATED OR CONTROLLED BY BIDDER

(Attach Additional Sheets if Necessary)

DEP Registration <u>Number (1)</u>	Average <u>Payload</u>	Average <u>Age</u>
--	---------------------------	-----------------------

Vehicles

Containers

Other (Specify)

(1) Identify with an asterisk(*) the equipment dedicated to the performance of the transportation services.

[NAME OF BIDDER]

By: _____

Name: _____

Title: _____

Name of Bidder: _____

FORM A-20

THE ESSEX COUNTY UTILITIES AUTHORITY

**CERTIFICATION OF OWNER OF EQUIPMENT
NOT OWNED OR CONTROLLED BY BIDDER**

This is to certify that I, the undersigned, own or control the equipment required and noted below and unconditionally grant or will grant the Bidder named below the control and use of said equipment during such time as may be required or that portion of the Work described in the Bid Specifications, dated April 21, 2025, issued with respect to the provision of Combined Services. Such equipment as is necessary to perform the work will be made available for the Term of the Combined Services Agreement.

DEP Registration Number (1)	Average Payload	Average Age
--	----------------------------	------------------------

Vehicles

Containers

Other (Specify)

(Attach Additional Sheets as Necessary)

(1) Identify with an asterisk (*) the equipment dedicated to the performance of the Combined Services.

(Name of Bidder)

(Name of Owner or Controller of Equipment)

By: _____
Name: _____
Title: _____
Date: _____

Name of Bidder: _____

FORM A-21

THE ESSEX COUNTY UTILITIES AUTHORITY

AFFIRMATIVE ACTION FACT SHEET

Procurement, Professional and Service Contracts

Please complete the fact sheet. This form shall be submitted to the ECUA at the time of bid submission.

1. Our company is operating under an existing federally approved or sanctioned affirmative action program.
_____ Yes _____ No
If yes, go on to #4. If no, go on to question #2.

2. Our company has a certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4.
_____ Yes _____ No
If yes, go on to #4. If no, go onto question #3.

3. Our company will complete an employee information report (Form AA302) provided by the Division of Public Contracts Equal Employment Opportunity Compliance established in the State of New Jersey, Department of the Treasury and distributed to the ECUA, in accordance with N.J.A.C. 17:27-4 after notification of award of bid, but prior to execution of the Combined Services Agreement.
_____ Yes _____ No
If yes, go on to #4.

If the answers to Questions 1, 2, and 3 above are no, your bid will be disqualified.

4. I hereby certify that the above information is correct to the best of my knowledge.

5. If awarded a contract, on behalf of the company, I agree as follows:

During the performance of the Combined Services Agreement, 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

Name of Bidder: _____

identity or expression, disability, nationality or sex. Except with respect to affectional or sexual

orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment,

without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

Name of Bidder: _____

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

Name of Bidder: _____

FORM A-22

THE ESSEX COUNTY UTILITIES AUTHORITY

**LANDFILL FACILITY
QUESTIONNAIRE**

Instructions: This Landfill Questionnaire shall be photocopied and completed for each Landfill Facility proposed by Bidder to be used as an approved Disposal Facility. An incomplete response to a question may result in a bid being non-responsive.

A. BACKGROUND INFORMATION

1. Name of Landfill:
2. Name of Owner of Landfill:
3. Address and Phone Number of Owner
4. Address of Landfill (if different from above):
5. Contact Person: _____ Title: _____
Phone: _____
6. In the event Bidder proposes a Disposal Facility only, identify proposed route and mileage from ECRRF to Disposal Facility:

B. PERMIT INFORMATION

Please complete the following for the portion of the site which an approved solid waste disposal permit has been obtained, and which is to be used to provide the services. Questions regarding proposed expansions are asked in a separate section of the questionnaire.

Name of Bidder: _____

7. Permit Number: _____

8. Permit Disposal Area _____ acres.

9. Permitted Capacity _____ tons/cubic yards.

10. Permitted Capacity _____ years.

11. Please identify:

a. The maximum and average daily permitted quantities (in tons) of solid waste that the facility can accept:

Permitted Maximum Daily Tons _____

Permitted Average Daily Tons _____

b. Anticipated tonnage of the approximately 200,000 tons generated annually in Essex County that will be disposed of at this Facility.

12. Of the area that is subject to the current permit, what is the estimated total disposal capacity remaining?

C. DESCRIPTION OF FACILITY (add additional pages, if needed)

14. Please describe the liner system of your facility's permitted operations.

(a) Primary Liner: (check those that apply)

Synthetic membrane Thickness=_____mils Material

Remolded clay Thickness=_____mils Material

Other: _____
(describe)

(b) Secondary Liner:

Synthetic membrane Thickness=_____mils Material

Remolded clay Thickness=_____mils Material

Name of Bidder: _____

Other: _____

D. EXPANSION PLANS

15. Please summarize your expansion plans in narrative form. Indicate status of design and permit requirements, and expected date of initial operation of expansion.

16. Additional Capacity

Expected Total Capacity (tons or cubic yards) _____

Expected Lifetime (yrs.) _____

Expected Start of Expansion _____

Start of Operations Date _____

E. OPERATION

17. Describe the operating protocol for the scales at the Landfill(s)

Name of Bidder: _____

18. List number, location, type and current sampling frequency of groundwater monitoring wells (attach map).

19. Describe the protocol for handling and disposing of Acceptable Waste classified as Hazardous Waste, including identification of the Disposal Facility(ies) proposed to be utilized by the Successful Bidder; provided however, that if such Disposal Facility(ies) is not so identified, the Authority may (in its sole discretion) determine either to reject such Bid as being non-responsive or accept such Bid. Reference should be made to the discussion concerning the Authority's rights with respect to this matter, as set forth in Section 3 hereof.

20. Specify the distance of the Landfill from a public groundwater supply and a statement as to whether or not such Landfill is located directly over an aquifer which is used for potable drinking water purposes.

21. Describe leachate collection and treatment system.

Name of Bidder: _____

22. Describe the arrangements and protocol for final cover and deactivation of the landfill(s)

23. Specify the one way mileage to the Landfills, identifying the route or routes to be taken. Such routes must conform to all applicable local, state and federal regulations and requirements regarding truck or vehicle passage and the hauling containers. The Authority will be entitled to confirm all mileage figures and is under no obligation to accept or utilize a Bidder's projected one-way mileage figure for purposes of Bid evaluation and/pr payment. In this regard, for purposes of calculating the distance to the Landfills, the Authority will utilize that mileage which represents the shortest distance (utilizing legally permissible roadways and/or highways). Further, in the event that the Successful Bidder proposes to provide the required Combined Services at more than one (1) Landfill (without any specific allocation between such landfills of the amount of Acceptable Waste to be disposed), the Authority will (for purposes of the above calculation) utilize the average of the distance to such Landfills;

24. Include the date of purchase or lease of the Landfills (or the real property upon which same are constructed) and indemnification of the person or entity from whom such Landfills (or such real property) was acquired or leased.

Name of Bidder: _____

25. Provide all other commitments (formal or informal) for disposal of solid waste.

Signature of Bidder

[SEAL]

Subscribed and sworn to
Before me this
day of _____, 2025.

(Notary Public of New Jersey)

My commission expires _____, _____.

Name of Bidder: _____

FORM A-23

THE ESSEX COUNTY UTILITIES AUTHORITY

**TRANSFER STATION
QUESTIONNAIRE**

Instructions: This Transfer Station Questionnaire shall be photocopied and completed for the Transfer Station proposed by Bidder to be used. An incomplete response to a question may result in a bid being non-responsive.

A. BACKGROUND INFORMATION

1. Name of Transfer Station: _____
2. Name of Owner of Transfer Station: _____
3. Address of Transfer Station: _____

4. Contact Person: _____ Title: _____
Phone: _____
5. In the event Bidder proposes to use a Transfer Station, identify the proposed Route and Mileage from ECRRF to Transfer Station:

B. PERMIT INFORMATION

For purposes of this section, describe the current permit conditions.

1. Permit Number:
2. Permitted Capacity _____ tpd
Design capacity _____ tpd

Name of Bidder: _____

Available processing capacity _____ tpd

List contracts currently in effect and pending for deposit of solid waste at the Transfer Station:

3. Please identify:

- a. The maximum and average daily permitted quantities (in tons) of solid waste that the Transfer Station can accept.

Permitted Maximum Daily Tons _____

Permitted Average Daily Tons _____

- b. The yearly tonnage ____ of Acceptable Waste the Transfer Station will receive, weigh, process, and load in accordance with these bid specifications:

4. Please summarize any plans to expand Transfer Station capacity.

C. DESCRIPTION OF TRANSFER STATION (add additional pages if needed)

- 1. Briefly describe the current materials receiving and handling procedures. Include a description of bypass waste separation and handling procedures.

- 2. Please describe the Transfer Station's current air pollution control methods.

_____ CEMS

_____ fabric filter / baghouse _____
De-NOx

Name of Bidder: _____

_____ dry scrubber _____

electrostatic precipitator _____

_____ wet scrubber _____

carbon injection _____ other
(describe)

Odor Control: _____ chemical scrubber; _____ biofilter; _____ other: (describe)

3. Please describe the current bypass waste disposal practices. Indicates whether there are firm agreements for disposal or reuse of this material. Also, indicate the percent, by weight, of the incoming waste that is bypassed.

4. Please describe plans for future bypass waste disposal practices.

5. Please provide a description of the approved truck routes to and from Transfer Station specifying all toll roads:

Name of Bidder: _____

6. Specify all equipment to be utilized for the receipt, weighing, storage, processing or loading of Acceptable Waste, including the manufacturer's name, model number, quantity, and operating capacity:

7. Describe methods and procedures to be utilized to ensure that only Acceptable Waste is received at the Transfer Station:

8. Describe the methods and procedures to be utilized to control odor and the methods and equipment that will be utilized to comply with applicable state and federal air pollution control laws:

9. Indicate methods and procedures that will be used to control litter on the Transfer Station site and to prevent litter off-site:

Name of Bidder: _____

10. Describe equipment, methods, and procedures to be utilized to prevent and fight fires at the Transfer Station, including the firefighting capacity of the on-site water supply:

11. Indicate the location and the number of transfer trailers that can be accommodated at the Successful Bidder's staging area:

12. List all other commitments (formal or informal) for disposal of Solid Waste at the Transfer Station, including customer name, contracted daily or annual capacity, total customer waste processed to date, and the contract expiration date:

I, _____, certify the fore mentioned statements are true and correct.

Signature of Bidder

[SEAL]

Subscribed and sworn to
before me this
day of _____, 2025

(Notary Public of New Jersey)

My commission expires _____, _____.

Name of Bidder: _____

FORM A-24
THE ESSEX COUNTY UTILITIES AUTHORITY
TRANSPORTATION CERTIFICATION

I hereby certify:

1. Transport vehicles and containers used for the transportation of Acceptable Waste will be roll-off containers or top loading vehicles.
2. All vehicles used for the transportation of Acceptable Waste are capable of being completely covered.
3. Bidder owns, leases, or controls all the necessary vehicles, containers and/or equipment required by the Bid Specifications.

If Bidder is not the actual owner or lessee of any such equipment, state the source from which the vehicles, containers and/or equipment shall be obtained and indication from the owner or person in contact of the vehicles, containers and/or equipment that same will be provided to the Bidder for the duration of the Combined Services Agreement.

Attach additional sheets if necessary.

4. All vehicles, including trailers and containers used for the provision of transportation services are certified by the NJDEP, Division of Solid Waste Management or other host jurisdiction and have a valid certified registration. In the event that the vehicles and containers intended to be used for the provision of transportation services as part of the Combined Services have not, as of the date established for submission of Bids, received valid certified registrations, all such registrations will be received (and evidence thereof delivered to the Authority) on or prior to the date that the Authority designate the Successful Bidder and is prepared to execute the Combined Services Agreement.
5. If a vehicle or container does not conform to Applicable Law or to these Bid Specifications, I will be obligated to supply a conforming vehicle or container to carry the nonconforming vehicle or containers load within four (4) hours.
6. All vehicles or containers will be covered at all times from completion of loading at the Transfer Station until weighing at the disposal facility provided as part of the Combined Services.

Name of Bidder: _____

7. I shall have means of ensuring that the vehicles or containers do not litter the highway.
8. All vehicles and containers have gasketed doors and are watertight to prevent seepage of water or wet Acceptable Waste onto the roadways.
9. I (or, a subcontractor designated by the Bidder in accordance with these Bid Specifications) have been engaged in the business of transporting solid waste for a period of one (1) year prior to this date.

Bidder

SWORN AND SUBSCRIBED before
me on this _____ day of _____,
2025.

Notary Public

Name of Bidder: _____

**FORM A-25
THE ESSEX COUNTY UTILITIES AUTHORITY**

SURETY DISCLOSURE STATEMENT AND CERTIFICATE

_____, surety(ies) on the attached bond, hereby certify(ies) the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) a participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2030 (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each surety that such surety's underwriting limitation and the effective date thereof):

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of (date on which such limitation was so established is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

Name of Bidder: _____

(4) The amount of the bond to which this statement and certification is attached is \$_____.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (1) or (3) (b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

(6) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (c.17:513-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

Name of Bidder: _____

CERTIFICATE
(to be completed by an authorized certifying agent
for each surety on the bond)

I _____, as _____ for
(Name of Agent) (Title of Agent)

_____ a corporation/mutual insurance company/other (indicating
(Name of Surety)

type of business organization) (circle one) domiciled in _____, DO
(State of Domicile)

HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true

and ACKNOWLEDGE that if any of those statements are false, this bond is VOIDABLE.

(Signature of Certifying Agent)

(Printed Name of Certifying Agent)

(Title of Certifying Agent)

Name of Bidder: _____

FORM A-26

THE ESSEX COUNTY UTILITIES AUTHORITY

PROPOSED SUBCONTRACTORS

List the names and addresses of all subcontractors intended to be used together with the identification of the services to be provided by each subcontractor.

WORK CATEGORY

NAME

ADDRESS

Name of Bidder: _____

The undersigned understands that the firm, company or corporation making the Bid as a CONTRACTOR is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the CONTRACTOR, pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

(Signature of Bidder)

(Seal of Corporation)

(Printed or Typed Name & Title of Bidder)

(Address of Bidder)

Name of Bidder:_____

FORM A-28

THE ESSEX COUNTY UTILITIES AUTHORITY

CERTIFICATION AS TO STATUS OF PERMITS REQUIRED UNDER CONTRACT

I, the Bidder, hereby certify that I have no actual knowledge, and have made appropriate and diligent inquiry to determine that no existing impediment or threatened impediment to maintaining all valid permits, exists, including but not limited to Disposal Facility permits for each Disposal Facility identified in the Bid, for the Term of the Combined Services Agreement, except for changes in law regarding permitted capacity within the State in which the identified Disposal Facilities are situated.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Name

Dated:_____

Name of Bidder: _____

FORM A-29

THE ESSEX COUNTY UTILITIES AUTHORITY

CERTIFICATION AS TO THE AMERICANS WITH DISABILITIES ACT

If awarded a contract, on behalf of the company, I agree as follows:

In providing any aid, benefit, or service on behalf of the ECUA pursuant to the Combined Services Agreement, the contractor agrees that the performance shall be in strict compliance with the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.). 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 the Combined Services Agreement, the contractor shall defend the ECUA in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the ECUA, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or 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 ECUA's grievance procedure, the contractor agrees to abide by any decision of the ECUA which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the ECUA, or if the ECUA 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 ECUA 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 ECUA or any of its agents, servants, and employees, the ECUA shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the ECUA or its representatives.

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

It is further agreed and understood that the ECUA 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 the Combined Services Agreement.

Name of Bidder: _____

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 the Combined Services Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the ECUA from taking any other actions available to it under any other provisions of the Combined Services Agreement or otherwise at law.

Name: _____

Title: _____

Date: _____

Signature: _____

Name of Bidder: _____

FORM A-30

THE ESSEX COUNTY UTILITIES AUTHORITY

COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

Name of Bidder: _____

CONTRACT AWARDS AND RENEWALS	
<input type="checkbox"/>	<i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)</i>
CONTRACT AMENDMENTS AND EXTENSIONS	
<input type="checkbox"/>	<i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)</i>
IF UNABLE TO CERTIFY	
<input type="checkbox"/>	<i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i>

Name of Bidder: _____

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if 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 Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the 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. 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	