

**BID SPECIFICATIONS TO PROVIDE
FOR THE PROVISION OF COMBINED SERVICES FOR THE TRANSFER, TRANSPORTATION
AND/OR DISPOSAL SERVICES OF ALL TYPE 13,13C, 23 (NON-PROCESSIBLE PORTION)
AND 27 (NON-RECYCLED PORTION) SOLID WASTE GENERATED IN ESSEX COUNTY**

ISSUE DATE: April 21, 2025

DUE DATE: May 20, 2025

Issued by;

THE ESSEX COUNTY UTILITIES AUTHORITY
Leroy F. Smith Jr. Public Safety Building
60 Nelson Place, 6th Floor
Newark, NJ 07102

GLOSSARY OF TERMS

Words and terms that are used as defined terms herein but which are not otherwise defined in these Bid Specifications shall (unless the context clearly requires otherwise) have the meanings that are assigned to such terms in the Combined Services Agreement which is set forth in Appendix C to these Bid Specifications. In addition, the following definitions shall apply to and are used in these Bid Specifications:

Acceptable Waste means the non-recycled portion of Solid Waste generated within Essex County that constitutes I.D. Type 13 - Bulky Waste, I.D. Type 13C- Construction and Demolition Waste, I.D. Type 23-Vegetative Waste (non-processible portion) and I.D. Type 27A - Dry Industrial Waste (non-hazardous industrial waste), in each case as defined by N.J.A.C. 7:26-2.13.

In no event shall Acceptable Waste include the following waste types, (1) I.D. Type 10 - Municipal Waste, (2) I.D. Type 12 - Dry Sewage Sludge, (3) I.D. Type 27A - Dry Industrial Waste (containing asbestos and asbestos containing materials), (4) I.D. Type 72 - Bulk liquids and semi-liquids, (5) I.D. Type 73 - Septage Tank Cleanout Waste, (6) I.D. Type 74 - Liquid Sewage Sludge, in each of (1) to (6), inclusive, as defined by N.J.A.C. 7:26-2.13, (7) any Hazardous Waste, and (8) any prohibited waste types under Applicable Laws, or (9) infectious and pathological hospital wastes.

Recyclable materials consisting of fully source separated recyclable materials or recyclable materials remaining after separation through transfer station recycling activities shall not constitute Acceptable Waste, provided that such materials are designated as recyclable pursuant to NJDEP regulations and/or the Essex County Solid Waste Management Plan.

Applicable Laws means any permits, licenses or approvals, and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, standard or similarly binding authority, which shall be enacted, adopted, promulgated, issued or enforced by a Governmental Body relating to the Contractor, the ECUA or the Facilities.

Authority or ECUA means The Essex County Utilities Authority, the implementing agency for the Essex County District Solid Waste Management P.

Bid means a Bidder's submission to the Authority in response to these Bid Specifications with respect to the provision of the Combined Services as described in the Bid Specifications, including all technical, legal, financial information, all General Bid Transmittal Forms (Appendix A), all Cost and Other Bid Forms (Appendix B), the executed Combined Services Agreement (Appendix C), and any and all information required to be submitted in accordance herewith.

Bid Specifications means these bid specifications for the provision of Combined Services and includes all of the Bid Documents described in Section 1.1.4 hereof,

which Bid Specifications may be amended or modified from time to time in accordance with the Local Public Contracts Law prior to the date established for the submission of Bids.

Bidder means any firm or firms or public body that submit(s) a Bid in response to these Bid Specifications.

Board means the Essex County Board of Commissioners.

Combined Services means the services to be provided by the Successful Bidder pursuant to the Combined Services Agreement and these Bid Specifications, including, without limitation, the receiving, weighing, processing, and materials recovery at the option of the Successful Bidder, and loading of Acceptable Waste onto transfer vehicles for transportation to and disposal at the Disposal Facility(ies), as provided in the Combined Services Agreement.

Combined Services Agreement means the "Agreement to Provide Solid Waste Transfer, Transportation and Disposal Services For Acceptable Waste," to be executed by the Successful Bidder and the ECUA setting forth the terms and conditions relating to the provision of Combined Services, in the form set forth in Appendix C which is attached hereto and which by this reference is made a part hereof as if set forth in full herein.

Commencement Date means the date that the Contract shall commence provision of the Combined Services. Unless otherwise notified in writing by the ECUA, the Commencement Date is expected to occur on or about January 1, 2026.

Contract Documents means the Combined Services Agreement and all supplementary documents that are required to be included or submitted as part of the Bid pursuant to the provisions of these Bid Specifications.

County means the County of Essex, New Jersey.

Contractor means the Successful Bidder or its successors and assigns, that is selected by the ECUA to execute the Combined Services Agreement and who will provide the Combined Services in accordance with the terms thereof.

DEP, NJDEP or the Department means the New Jersey Department of Environmental Protection, or any successor agency.

Disposal Facility(ies) means the sanitary landfill utilized by the Contractor for the disposal of Acceptable Waste.

Distance Evaluation Factor means the amount to be added to the per Ton Unit Price bid, for evaluation purposes only, where a Bidder's Facility(ies) is located in excess of

fifteen (15) road miles from the Essex County Resource Recovery Facility. The Distance Evaluation Factor shall be calculated as set forth in Section 1.1.2 of the Bid Specifications. Road miles shall be measured over the routes approved by the applicable Facility(ies) permits and, if applicable, Essex County solid Waste Management solid waste truck routes.

ECRRF means the Essex County Resource Recovery Facility located in Newark, New Jersey.

Event of Default means the non-performance of the Contract under the terms of the Combined Services Agreement, as more particularly described in the Combined Services Agreement.

Facility(ies) means the Transfer Station and Disposal Facility(ies) provided under and in accordance with the Combined Services Agreement.

Governmental Body means, as appropriate, any one or several of, any Court of competent jurisdiction, the United States of America, the State of New Jersey and/or any state in which the Facilities are located or which validly exerts appropriate jurisdiction over the Contract or its activities relating to the Facilities or any agency, authority, regulatory authority to regulate the Authority, the Contractor, disposal of Acceptable Waste, the Transfer Station, or the Disposal Facility(ies).

Guarantor means either a joint venture partner, or other similar entity, who assumes joint and several liability for the Bidder, or other entity serving as Guarantor and which in each case guarantees performance of the obligations of the Bidder under the terms of the Combined Services Agreement.

Hazardous Waste means (1) any waste, material or substance which, by reason of its composition or characteristic, is regulated as a toxic or hazardous waste or substance under, without limitation, (a) the Solid Waste Disposal Act, 42 U.S.C.A. 6901, et seq., as replaced or amended from time to time, and the rules, regulations and written policies or written guidelines promulgated thereunder, (b) the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and the regulation thereunder, including N.J.A.C. 7:26-8.1 et seq., as replaced or amended from time to time, and the rules, regulations and written policies or written guidelines promulgated thereunder, and (c) the Toxic Substances Control Act, 15 U.S.C. §260 et seq., as replaced or amended from time to time and the rules, regulations and written policies and written guidelines promulgated thereunder, or any other laws of similar purposed or effect, and such policies or regulations thereunder, or under any other relevant federal or state law as replaced or amended from time to time, and the rules, regulations, written policies or written guidelines promulgated thereunder, or (2) radioactive material which is

source, special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954 as replaced or amended from time to time, and the rules, regulations and written policies or written guidelines promulgated thereunder, or (3) any other waste, material or substance which any Governmental Body having appropriate jurisdiction shall determine from time to time harmful, toxic, hazardous, or dangerous, or otherwise ineligible for delivery to the Facilities, as the case may be, other than those permitted for disposal of hazardous wastes, or (4) all material defined as hazardous by the Resource Conservation and Recovery Act of 1976, or the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as replaced or amended from time to time, and the rules, regulations and written policies and written guidelines promulgated thereunder.

Landfill or Landfills means any and all portions of the landfill(s) that are designated by the Successful Bidder as a Disposal Facility(ies) for disposal of Acceptable Waste pursuant to and in accordance with the terms of the Combined Services Agreement.

Local Public Contracts Law means the New Jersey Local Public Contracts Law, constituting Chapter 198 of the Pamphlet Laws of 1971, of the State of New Jersey and the acts amendatory thereof and supplemental thereto.

Recyclable Materials means those materials that would otherwise become Solid Waste and that may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products pursuant to the Essex County District Recycling Plan and § 3 of P.L. 1987, C.102.

Successful Bidder means the lowest, responsible Bidder selected by the ECUA to provide for Combined Services and who will execute the Combined Services Agreement.

Term means the five (5) years beginning on the Commencement Date and ending five (5) years after the Commencement Date, unless earlier terminated pursuant to these Bid Specifications or the Combined Services Agreement.

tpd means Tons per day.

tpy means Tons per year.

Ton means a short ton of 2000 pounds.

Transfer Station means such Transfer Station that is utilized by the Contractor, for the provision of Combined Services in accordance with the Combined Services Agreement. The Transfer Station shall be so designated by the Bidder at the time of

submission of its Bid, and shall constitute the place to which Acceptable Waste shall be directed and delivered by or on behalf of ECUA, and from which the Successful Bidder shall transport such Acceptable Waste to the Disposal Facility(ies) to be provided by the Bidder. Title to Acceptable Waste shall pass to the Successful Bidder upon delivery to the Transfer Station.

Transfer Station Receiving Times means the standard operating hours of the Transfer Station during which Acceptable Waste may be delivered for processing and loading into trailers or containers for transportation to the Disposal Facility(ies). Such Receiving Times may be modified from time to time upon mutual agreement of the Authority and the Successful Bidder.

Unacceptable Waste means any material that is not Acceptable Waste.

Unit Price means the price per ton of Processible Commercial Waste delivered pursuant to the Services Agreement.

USEPA or EPA means the United State Environmental Protection Agency, or any successor agency.

SECTION 1

GENERAL INFORMATION

1.1 INTRODUCTION

1.1.1 Purpose

The Essex County Utilities Authority ("ECUA" or "Authority"), the implementing agency under the Essex County District Solid Waste Management Plan, is soliciting Bids for the provision of transfer, transportation and disposal services (hereinafter referred to as "Combined Services") for approximately 200,000 Tons of Acceptable Waste, as defined in these Bid Specifications, generated within Essex County. Through the award of a contract to the Successful Bidder, the Authority desires to ensure the provision of the Combined Services in reliable, cost-effective and environmentally sound manner. These Bid Specifications have been prepared by the Authority in order to solicit technical, contractual and cost Bids with respect to the provision of the Combined Services upon the terms and conditions set forth herein. **All Bids must be submitted strictly in accordance with the terms and conditions set forth in these Bid Specifications.**

A contract for Combined Services, if awarded, shall be for a term of five (5) years commencing on or about January 1, 2026. The Authority intends to award a Combined Services Agreement to the lowest, responsible Bidder for the provision of such Combined Services in accordance with the Local Public Contracts Law.

Bidders must submit a Bid that accommodates 200,000 Tons per year. There is no guarantee of either a minimum or maximum daily or annual tonnage delivery to the Facility.

As to a Bid which proposes the use of a designated Transfer Station that is in excess of fifteen (15) road miles from ECRRF, a Distance Evaluation Factor shall be added to such Bidder's per Ton Unit Price bid, for evaluation purposes only, all as more fully described in Paragraph 1.1.2 below of these Bid Specifications. As to a Bid that proposes a Disposal Facility(ies) only, if the Bidder's proposed Disposal Facility(ies) is in excess of fifteen (15) road miles from ECRRF, a Distance Evaluation Factor shall be added to such Bidder's per Ton Unit Price bid, for evaluation purposes only, all as more fully described in paragraph 1.1.2 below of these Bid Specifications.

As to **all** Bids, the actual cost of tolls that would be incurred by a local solid waste hauler to transport solid waste to a Bidder's Transfer Station or Disposal Facility(ies) shall be converted to a per Ton cost and added to such Bidder's per Ton Unit Price

bid, for evaluation purposes only, all as more fully described in Paragraph 1.1.2A below, and Section 6 of these Specifications.

If required, the Successful Bidder shall enter into an agreement with the host municipality where the Acceptable Waste is disposed for a host fee. Prior to commencement of the Combined Services Agreement, the Successful Bidder shall provide an executed copy of the Host Municipal Agreement to the ECUA.

Also, throughout the duration of this Combined Services Agreement, the Successful Bidder will be required to pay to the County of Essex a fee of \$0.50 per ton (the "County Host Fee") on all Acceptable Waste disposed of pursuant to this executed service agreement.

In addition, the Successful Bidder shall be responsible for and pay the \$3.00 per ton New Jersey Recycling Tax (REA tax) on all Acceptable Waste disposed of pursuant to this executed service agreement.

The Host Municipal Fee, the County Host Fee, and the \$3.00 per ton recycling tax must be included in the bidder's proposed per unit price (price per ton). Payment of these fees/taxes shall be the sole responsibility of the Successful Bidder and shall not be passed through to the customers/haulers.

All Bids shall be expressed as a single, per Ton unit price for Acceptable Waste transferred, transported and disposed of pursuant to the Combined Services Agreement.

The information provided in this introduction is summary in nature and is not intended to provide a full explanation of the terms and conditions of the Bid Specifications. All Bidders must read all of the Bid Documents (as set forth in Section 1.1.4, below) to be fully informed of the terms and conditions applicable to (a) the submission of Bids for the provision of the Combined Services, and (b) the execution of the appropriate contractual agreements relating thereto.

THE AUTHORITY DOES NOT AND WILL NOT WARRANT OR GUARANTEE THE AMOUNT OR COMPOSITION OF SOLID WASTE TO BE AVAILABLE FOR THE PROVISION OF COMBINED SERVICES IN ANY GIVEN YEAR OR IN THE AGGREGATE PURSUANT TO ANY CONTRACTUAL AGREEMENT AWARDED UNDER THESE BID SPECIFICATIONS. NOTHING CONTAINED IN ANY OF THE BID DOCUMENTS SHALL BE CONSTRUED TO GUARANTEE OR WARRANT SUCH AMOUNTS OR COMPOSITION. TONNAGE AMOUNTS SET FORTH HEREIN CONSTITUTE EITHER HISTORIC FLOW RATES OR ESTIMATES OF FUTURE FLOW RATES AND MAY NOT BE INDICATIVE OF ACTUAL FLOW RATES TO BE EXPERIENCED IN THE FUTURE.

NOTHING HEREIN SHALL ENTITLE THE SUCCESSFUL BIDDER TO ANY CLAIM TO A PER TON UNIT PRICE INCREASE FOR LOST PROFITS OR FOR ANY OTHER COMPENSATION WHATSOEVER IN THE EVENT THAT ACTUAL WASTE QUANTITIES AND COMPOSITION DELIVERED TO AND TRANSFERRED UNDER THE COMBINED SERVICES AGREEMENT ARE MORE OR LESS THAN HISTORICAL QUANTITIES OR COMPOSITIONS OR ANY PROJECTION OF FUTURE QUANTITIES AND COMPOSITIONS THAT MAY BE CONTAINED HEREIN.

1.1.2 Distance Evaluation Factor

The Bid Specifications do not restrict or limit the geographic locations of the Facility(ies) to be utilized by the Successful Bidder for the provision of Combined Services. However, the greater the distance that must be traveled by local solid waste collection vehicles to transfer solid waste, the greater the costs for fuel, labor, maintenance, repairs and capital expenses become for local solid waste collection. In turn, the cost of collection to the local solid waste hauler's customers is increased. Therefore, the additional costs incurred as a result of distance and travel time must be evaluated to determine which Bid results in the lowest cost to the Essex County solid waste system as a whole.

Accordingly, as to a Bid which proposes a designated Transfer Station, which is in excess of fifteen (15) road miles from the ECRRF, a Distance Evaluation Factor shall be added to such Bidder's per Ton Unit Price bid, for evaluation purposes only. As to a Bid that proposes the use of a Disposal Facility(ies) **only**, if the Bidder's proposed Disposal Facility(ies) is in excess of fifteen (15) road miles from the ECRRF, a Distance Evaluation Factor shall be added to such Bidder's per Ton Unit Price bid, for evaluation purposes only.

In each case, the Distance Evaluation Factor shall be based upon the actual increased time it takes a local solid waste collection vehicle to travel to a Transfer Station/Disposal Facility that is located in excess of fifteen (15) road miles from the ECRRF. Road miles shall be measured over the route approved by the applicable Facility's permits and, if applicable, Essex County solid waste management solid waste truck routes. Bidders must provide the route, total road miles, and total tonnage in the applicable proposal form. After traveling the approved routes to a Bidder's Facility located in excess of fifteen (15) road miles, the ECUA will determine the per Ton amount to be added, for evaluation purposes, to such Bidder's per ton Unit Price Bid.

1.1.3 Definitions

Words and terms that are used as defined terms herein shall, unless defined in the Glossary of Terms above, or unless the context clearly requires otherwise, have the meanings that are ascribed to such terms in the Combined Services Agreement, as appropriate.

1.1.4 Bid Documents

A. These Bid Specifications include the following Bid documents:

VOLUME 1:

1. Notice to Bidders
2. Terms and Conditions Relating to Submission of Bids
3. Appendix A: General Bid Transmittal Forms

Form A-1:	Bidder Information/Cover Letter Form
Form A-2:	Agreement for Bid Security in Lieu of Bid Bond
Form A-3:	Form of Bid Bond
Form A-4:	Ownership Disclosure Statement
Form A-5:	Non-Collusion Affidavit
Form A-6:	Consent to Investigation
Form A-7:	Statement of Relevant Experience
Form A-8:	Equipment and Facility Certification
Form A-9:	Bidder Financial Qualifications and Financial Information
Form A-10:	Consent of Surety
Form A-11:	Form of Performance Bond
Form A-12:	Consent of Bank for Performance Letter of Credit
Form A-13:	Form of Letter of Credit
Form A-14:	Form of Opinion of Bank Counsel With Respect to Letter of Credit
Form A-15:	Form of Opinion of Counsel for Bidder With Respect to Letter of Credit
Form A-16:	Form of Opinion of Counsel for Bidder With Respect to Enforceability of the Combined Services Agreement

Form A-17:	Form of Guarantor Agreement
Form A-18:	Acknowledgment of Receipt of Addenda
Form A-19:	List of Equipment
Form A-20:	Certification of Owner of Equipment Not Owned or Controlled by Bidder
Form A-21:	Affirmative Action Fact Sheet
Form A-22:	Landfill Questionnaire
Form A-23:	Transfer Station Questionnaire
Form A-24:	Transportation Certification
Form A-25:	Surety Disclosure Statement and Certificate
Form A-26:	Proposed Subcontractors
Form A-27:	Affidavit of Non-Debarred Status
Form A-28:	Certification as to Status of Permits Required Under Contract
Form A-29:	Certification as to the American with Disabilities Act
Form A-30:	Combined Certification of Non-Involvement in Prohibited Activities in Russia and Belarus and Investment Activities In Iran

4. Appendix B: Cost Bid Form

5. Appendix C: Form of Combined Services Agreement and Schedules

B. All Bidders should inspect their copy of the Bid Specifications to ensure that a complete set of the Bid Documents are included. If a Bidder discovers that its copy of the Bid Specifications is incomplete, it should contact the ECUA, in writing at, Leroy F. Smith Jr. Public Safety Building, 60 Nelson Place, 6th Floor, Newark, NJ 07102, (973-792-9060) (facsimile 973-792-9066), with a copy of the ECUA's Special Counsel, Francis J. Giantomasi, Esq., Chiesa Shahinian & Giantomasi PC, One Boland Drive, West Orange, NJ 07052 (973-325-1500) (facsimile 973-325-1501). The ECUA will make appropriate, reasonable arrangements with the Bidder to provide any missing Bid Document or Documents. A Bidder must prepare its Bid using a complete set of Bid Documents, including any addenda to these Bid Specifications issued by the ECUA prior to the date established for submission of all Bids. Neither the ECUA, nor its agents or employees shall be responsible for errors, omissions, the incomplete submissions or misinterpretations resulting from the Bidder's use of an incomplete set of Bid Documents in preparing or submitting its Bid.

C. Bid Documents have been made available only for the purpose of soliciting Bids for the provision of Combined Services as described in these Bid Specifications. No

license or grant is conferred or implied to the Bidder or to any other person for any purpose.

1.1.5 Distribution of Bid Specifications

The issuance of the Bid Specifications (including the location where the Bid Specifications are available) has been advertised in accordance with the provisions of the Local Public Contracts Law. The Bid Specifications have also been distributed to those firms known to have made proposals or submitted bids similar to those requested hereunder to the Authority, as well as to those firms who have requested a copy of the Bid Specifications from the Authority. In addition, copies of the Bid Specifications were made available at the offices of the Authority for pick-up by any other interested person or firm or by submission to the Authority of a written request for the Bid Specifications.

1.1.6 Submission of Bid and Bid Security

Any Bid submitted in response to these Bid Specifications must comply with the provisions of Section 5 and Appendix A hereof in order for a Bid to be deemed responsive. Each Bidder is urged to read Section 5 and Appendices A and B hereof carefully in order to obtain a complete understanding of the requirements for submission of its Bid.

Please be advised that all Bidders are required to submit (together with such Bid) a Bid Security, in the amount of \$20,000, payable to The Essex County Utilities Authority. A full description of the Bid security to be provided is set forth in Section 5.1.7 hereof and Forms A-2 and A-3 hereof.

1.1.7 Bid Evaluation

The Bids will be evaluated in conformance with the requirements of the Local Public Contracts Law, and a contract for the provision of Combined Services, if awarded, will be awarded to the lowest, responsible Bidder, giving due regard to the Bidder's ability to perform the work (as demonstrated by the information submitted with the Bids). The Bids will be evaluated in accordance with the terms and conditions set forth in Section 6 hereof.

1.2 PROCUREMENT PROCESS AND SCHEDULE

1.2.1 Description of Process

The Authority is procuring Combined Services through the public bidding process established by the Local Public Contracts Law, and intends to award a Combined Services Agreement to the Successful Bidder, for the Acceptable Waste generated in Essex County. The steps involved in this Bid process and the anticipated completion dates are set forth in Table 1-1, Bid Schedule. The Authority reserves the right to amend, modify or alter the Bid Schedule set forth in Table 1-1 upon notice to all potential Bidders, as required by the Local Public Contracts Law.

The Bid process commences with advertisement of availability of the Bid Specifications. **As set forth in Table 1-1, Bid Schedule, all Bids must be submitted to the Authority on or prior to May 20, 2025 by 2:00 p.m. (New York City time).**

Subsequent to issuance of the Bid Specifications, the Authority (through the issuance of addenda to all firms that have received a copy of the Bid Specifications) may modify, supplement or amend the provisions of these Bid Specifications and Appendices, including the provisions of the Combined Services Agreement contained in Appendix C in order to respond to inquiries received from prospective Bidders or as otherwise deemed necessary or appropriate by the Authority.

1.3 CONDITIONS APPLICABLE TO BIDS

By responding to the Bid Specifications, the Bidder acknowledges and consents to the following conditions relative to the submission, review and consideration of its Bid:

- The issuance of the Bid Specifications is not intended to, and shall not be construed to commit the Authority to award a contract for any Combined Services.
- The Authority reserves the exclusive rights set forth in Section 1.5 hereof.
- Neither the Authority, its staff, nor any of its consultants will be liable for any claims or damages resulting from the solicitation of Bids, nor will there be any reimbursement to Bidders for the cost of preparing the Bids or for participating in the bidding process.
- All Bids will become the property of the Authority and will not be returned. Any Bid containing a put or pay requirement (i.e. a minimum delivery obligation to be satisfied by the ECUA) shall be considered unresponsive and shall be rejected.
- To the extent permitted by Applicable Law, information of a confidential or proprietary nature will be kept confidential during and after the procurement process, as provided in Section 5.1.4 hereof, when such information is properly identified by the Bidder, and to the extent permitted by Applicable Laws.

THE FAILURE OF ANY BIDDER TO SUBMIT A BID WHICH COMPLETELY ADDRESSES THE REQUIREMENTS OF THESE BID SPECIFICATIONS (INCLUDING THE SUBMISSION AS PART OF SUCH BID OF ALL DOCUMENTS REQUIRED TO BE SUBMITTED UNDER THE TERMS OF THESE BID SPECIFICATIONS), AT THE TIMES AND IN THE MANNER SPECIFIED IN THESE BID SPECIFICATIONS, MAY RESULT IN THE REJECTION OF THE BID AT THE SOLE DISCRETION OF THE AUTHORITY.

TABLE 1-1
ANTICIPATED BID SCHEDULE

ACTIVITY	DATE
Advertisement of Bid Specifications	April 18, 2025
Issuance of Bid Specifications	April 21, 2025
Receipt of Bids	May 20, 2025 2:00 p.m.
Contract(s) Award	June 17, 2025
Commence Performance of Work	January 1, 2026

With the exception of the date for receipt of Bids, which may only be changed by formal Addendum, the dates set forth above are estimates and the Authority will not be bound by them, except to the extent Applicable Laws requires otherwise.

1.4 RIGHTS AND RESPONSIBILITIES OF THE AUTHORITY

1.4.1 Rights of the Authority

The Authority reserves, holds, and may exercise, at its sole discretion, the following rights and options with regard to the Bid Specifications and the Bid Process in accordance with, and pursuant to, the Local Public Contracts Law:

- A. To reject all Bids or any non-responsive Bids.
- B. To award the Combined Services Agreement to the Successful Bidder in accordance with the provisions of the Local Public Contracts Law and these Bid Specifications.
- C. To supplement, amend, or otherwise modify the Bid Specifications through issuance of addenda to all prospective Bidders who have received a copy of the Bid Specifications.
- D. To the extent permitted by Applicable Laws, to waive any technical non-conformance of the Bids or permit the Bidders to cure any technical non-conformance.
- E. To change or alter the schedule for any events called for in the Bid Specifications upon the issuance of notice to all prospective Bidders who have received a copy of the Bid Specifications.
- F. To conduct investigations of any or all of the Bidders and their Bids as the Authority deems necessary or convenient, to clarify the information provided as part of the Bid, and to request additional information to support the information included in any Bid.
- G. To decline to award the Combined Services Agreement to any Bidder for any lawful purpose or to abandon this Bid process, as and to the extent permitted by these Bid Specifications and Applicable Laws.
- H. To accept the Bid which, in the Authority's judgment, best serves the interests of the ECUA and the County, in all cases in a manner which is consistent with these Bid Specifications and Applicable Laws.
- J. To designate another agency, group, consultant, authority, or public body to act at any time during the term of the Bid process in its place or on its behalf.

1.4.2 Responsibilities of the Authority

A. Implementation of District Solid Waste Management Plan. The Authority shall be responsible for consideration and approval of any amendments to the Essex County District Solid Waste Management Plan (the "Essex Plan") that are necessary to carry out or give effect to the terms and conditions of these Bid Specifications and/or the Combined Services Agreement. The Authority will be responsible for implementation and compliance with the provisions of the Essex Plan.

B. Establishment and Collection of Tipping Fees. To the extent permitted by Applicable Laws, the Authority will establish, charge and collect solid waste user charges (i.e. tipping fees) in amounts that are sufficient to, among other things, make all required payments to the Contractor under the terms of the Combined Services Agreement.

C. New Jersey Regulatory Agency and Other Approvals. The Authority will use all reasonable efforts (with the assistance and cooperation of the Successful Bidder) to obtain such New Jersey regulatory agency or other approvals that are required to be obtained by the Authority in order to carry out or give effect to the provisions of these Bid Specifications and the transactions contemplated hereunder and under the Combined Services Agreement; provided however, such obligation and responsibility shall not include obtaining any permits, licenses or approvals required to be obtained by the Successful Bidder in order to perform any of the Combined Services. Except as otherwise therein provided, the Combined Services Agreement (and the activities contemplated thereunder) will be effective upon receipt of all applicable regulatory approvals.

D. Award of Contracts. Except to the extent that the Authority exercises any of its rights set forth in Section 1.4 or Section 1.5.1 hereof, the Authority shall enter into the Combined Services Agreement with the Successful Bidder after selecting the lowest responsible Bidder to perform such Combined Services, in the manner and to the extent provided in these Bid Specifications.

E. Payments Relating to Provisions of Combined Services. The Authority will make payment to the Contractor of the costs of providing the Combined Services in the amount and at the times provided in the Combined Services Agreement.

1.5 SUCCESSFUL BIDDER'S RESPONSIBILITIES

A. Financial Criteria. Throughout the Term of the Combined Services Agreement, the Successful Bidder (or its guarantor) shall meet the Minimum Financial Criteria set forth in Section 4.2.1 hereof.

B. Operation of Transfer Station. With respect to the provision of Combined Services, the Successful Bidder shall own, lease or otherwise have control of, and operate and maintain a Transfer Station capable of accepting Acceptable Waste.

Each bidder may submit a Bid that contemplates the use of a Transfer Station owned, leased or otherwise controlled by, and operated and maintained by the Bidder, provided that the available capacity at the Transfer Station is sufficient to accommodate the amount of Acceptable Waste bid. In addition, the Transfer Station shall comply with the requirements contained in these Bid Specifications.

The Transfer Station shall be operated in accordance with applicable permits and regulations relating to the Transfer Station and in accordance with the terms and conditions of the Combined Services Agreement. In particular, if the Transfer Station is located outside of Essex County and/or outside the State of New Jersey, it must be capable of accepting waste generated in Essex County without violating any federal, state or local laws, rules, regulations or orders.

In addition, in the case of the provision of Combined Services, the Successful Bidder shall have the control or use of sufficient equipment and Disposal Facilities to transport and dispose of the amount of Acceptable Waste delivered to the Transfer Station pursuant to the Combined Services Agreement.

C. Ownership or Lease of Transfer Station. The Successful Bidder shall own the Transfer Station or be a lessee pursuant to a lease, the term of which shall not expire before five (5) years following the Commencement Date or otherwise legally control the Transfer Station. Should the term of the lease expire prior to expiration of the Combined Services Agreement, the Bidder must demonstrate, with the Bid, the ability to extend the lease.

D. Disposal Facility(ies). The Successful Bidder shall provide disposal services as part of the provisions of Combined Services under the terms of the Bid in accordance with all applicable permits and regulations and in accordance with the terms and

conditions set forth in these Bid Specifications and the terms of the Combined Services Agreement.

E. Ownership or Lease of Disposal Facilities. The Successful Bidder shall own, lease or otherwise control, operate or maintain one or more Disposal Facilities capable of accepting Acceptable Waste. The Disposal Facility(ies) shall be operated in accordance with all applicable permits and regulations relating to the Disposal Facility(ies) and in accordance with the terms and conditions of the Combined Services Agreement. In particular, if the Disposal Facility(ies) are located outside of Essex County or the State of New Jersey, they must be capable of accepting waste generated within Essex County without violating any federal, state or local laws, rules, regulations or orders. In addition, the Successful Bidder may provide evidence of a contractual or other arrangement(s) for use of a Disposal Facility(ies) in order to provide the required Combined Services.

F. Vehicles and Equipment. The Successful Bidder shall be responsible for providing vehicles and equipment of such type and in such quantity as are required to fulfill its obligations under the Combined Services Agreement; provided however, that such vehicles and equipment shall satisfy, at a minimum, the minimum technical requirements set forth in Section 3 hereof. The Successful Bidder shall also be responsible for the operation, maintenance and repair of all such vehicles and equipment in accordance with the manufacturer's specifications and in a manner sufficient to ensure that such vehicles and equipment are capable of providing all of the required Combined Services, as set forth in these Bid Specifications and in conformance with the terms and conditions of the Combined Services Agreement.

G. Permits. The Successful Bidder shall be responsible for obtaining all necessary permits, licenses and approvals required in connection with the provision of the Combined Services detailed in these Bid Specifications, from all regulatory agencies having competent jurisdiction. The Successful Bidder shall also be responsible for maintaining or, if necessary during the Term of the Combined Services Agreement, renewing said permits. In the event that the Successful Bidder has not obtained the necessary regulatory permits and/or approvals to fully perform the Combined Services required by the terms of the Combined Services Agreement within sixty (60) days of the expiration of the current permits, the Successful Bidder shall be in default under the terms of the Combined Services Agreement and will be subject to the payment of damages therefor.

H. Compliance with Previously Executed Construction and/or Operation Agreements. The Successful Bidder shall be responsible for satisfaction of and compliance with all provisions of any construction and/or operation agreements and all other ancillary agreements previously executed by the Successful Bidder for or with respect to the Facilities (including any leases or host municipality agreements and/or

financing document(s), including without limitation, performance guarantees and payment obligations.

I. Regulatory and Other Approvals. The Successful Bidder (with the assistance and cooperation of the Authority) shall be responsible for satisfying the procedures (regulatory, governmental or other), if any, required for or with respect to the Combined Services Agreement and the Successful Bidder's obligations thereunder in any jurisdiction with respect to the provision of the Combined Services and in the jurisdiction in which the Facilities are located, (including execution and/or maintenance of a host community agreement that specifically authorizes the acceptance of out-of-state waste if the Transfer Station and/or the Disposal Facility(ies) are located in a state other than New Jersey) and in any jurisdiction exercising regulatory powers with respect to the Successful Bidder.

J. Billing, Recordkeeping and Reporting. The Successful Bidder shall prepare reports and maintain all records relating to activities under the Combined Services Agreement, including the preparation of all Invoices for costs required to be paid by the Authority under the terms of the Combined Services Agreement. The Successful Bidder shall also be responsible for billing all haulers and municipalities. The Successful Bidder shall also permit municipalities to open accounts and to pay bills in accordance with governmental accounting principles and procedures. On a weekly basis, the Successful Bidder must also pay the ECUA, via wire transfer or ACH, the ECUA's share of the tipping fee. **Bidders must provide a summary of its accounting system and scale system to ensure compatibility with the ECUA system and the ability to comply with the aforementioned requirements.**

1.6 EXAMINATION OF CONTRACT DOCUMENTS; FAMILIARITY WITH THE SERVICES REQUIRED TO BE PERFORMED

A. It is the responsibility of each Bidder before submitting a Bid to (a) examine the Bid Specifications and the Contract Documents thoroughly, (b) to become familiar with and consider all federal, state and local laws, regulations, ordinances, permits, approvals and orders that may affect the cost, performance or furnishing of the Combined Services, and (c) to notify the ECUA of all conflicts, errors or discrepancies in the Bid Specifications and/or Contract Documents.

B. Bidders are advised that actual Acceptable Waste quantities may deviate significantly from historical patterns based upon changes in the recycling markets, pending or future state or federal legislation or judicial action, and compliance (or the failure to comply) with applicable Solid Waste Management Plans and/or Wasteflow Orders by haulers of solid waste. It is the Bidder's obligation to become familiar with and fully understand the conditions that may affect the quantities of Acceptable Waste which require transfer, transportation and disposal under the

terms of the Combined Services Agreement and to submit the Bids with the understanding that the duties and obligations of the Successful Bidder under the terms of the Combined Services Agreement shall not be modified or relieved based upon or resulting from any variation in the amount of Acceptable Waste required to be delivered to and received at the Disposal Facility(ies).

C. Before submitting a Bid, each Bidder, at the Bidder's own expense, shall complete or obtain any studies and any additional data and information that may affect its costs, progress, performance or furnishing of the Combined Services, and which the Bidder otherwise deems necessary to compile its Bid for performing and furnishing such Combined Services in accordance with the terms and conditions of the Bid Specifications and the Contract Documents. The failure or omission of the Bidder to receive and examine any form, instrument or document, or make required inquiries and inspections, shall not relieve the Bidder from any obligation contained in the Bid Specifications and the Contract Documents.

D. Unless otherwise specifically identified in the Contract Documents, all property and/or facilities, and access thereto, required to perform the Combined Services shall be provided by the Successful Bidder at no additional cost to the Authority.

E. The submission of a Bid will constitute a conclusive and binding representation by the Bidder that such Bidder has complied with every requirement of this Section 1.6, that without exception the Bid is premised upon performing and furnishing the Services as required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey the understanding of the parties as to all terms and conditions for performing and furnishing such services.

SECTION 2

BACKGROUND INFORMATION

2.1 SOLID WASTE MANAGEMENT PLANNING AND STRATEGY

2.1.1 Current Solid Waste Disposal Practices

The ECUA is a public body corporate and politic of the State of New Jersey, organized and existing pursuant to and in accordance with the provisions of the Act and exercises essential governmental functions for the public health, benefit and welfare of the citizens of Essex County. Essex County is a "solid waste management district" as contemplated under the provisions of the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and the regulations promulgated thereunder.

In accordance with the provisions of the Act, and the provisions of an ordinance of Essex County, finally adopted July 1, 1992, as amended, the ECUA is responsible for the implementation of the Essex Plan and the management of solid waste originating within the geographical boundaries of the County.

The New Jersey Solid Waste Management Act requires that each solid waste management district adopt a plan that provides for suitable sites to treat and dispose of all solid waste generated within the district as well as a statement of the solid waste disposal strategy to be applied in the district. On July 16, 1980, the County adopted the Essex Plan, which was approved by the NJDEP on August 13, 1980.

In 1992, the County created, with NJDEP approval, the ECUA to provide for solid waste management services in a more effective and efficient manner. The ECUA was designated as the County's agent for purposes of all activities relating to the management of solid waste generated within the geographic boundaries of the County and was assigned and/or transferred all agreements, documents and/or regulatory orders relating to solid waste matters, as well as all necessary and proper powers to acquire, construct, maintain, and operate or contract for the operation of facilities for the collection, transportation, processing, recycling, and disposal of solid waste. The ECUA was also designated as the sole agency responsible for implementation of the Essex Plan.

The ECUA in connection with its responsibility as the regulatory agency for the collection and disposal of solid waste within Essex previously through a non-discriminatory public procurement process, awarded a contract for the transfer, transportation and/or disposal of Acceptable Waste to Waste Management. The contract with Waste Management expires on December 31, 2025

Accordingly, the ECUA is engaging in this non-discriminatory, public procurement process to award a five (5) year contract for the disposal of this waste stream.

2.1.2 No Guarantee as to Minimum Waste Quantity

As discussed herein, the amount of Acceptable Waste generated in Essex County and available for transfer, transportation and disposal under the Combined Services Agreement may be affected by pending or future state or federal legislation or judicial action and compliance (or a failure to comply) with applicable Solid Waste Management Plans and/or waste flow orders.

NEITHER THE AUTHORITY NOR THE COUNTY GUARANTEES OR WARRANTS THE QUANTITY OR COMPOSITION OF SOLID WASTE TO BE DELIVERED TO AND RECEIVED BY A FACILITY DURING THE TERM OF THE COMBINED SERVICES AGREEMENT OR ANY OTHER PERIOD OF TIME. NOTHING HEREIN SHALL ENTITLE THE SUCCESSFUL BIDDER TO ANY CLAIM TO A UNIT PRICE INCREASE FOR LOST PROFITS OR FOR ANY OTHER COMPENSATION WHATSOEVER IN THE EVENT THAT ACTUAL WASTE QUANTITIES AND COMPOSITION DELIVERED TO AND PROCESSED UNDER THE COMBINED SERVICES AGREEMENT ARE MORE OR LESS THAN HISTORICAL QUANTITIES OR COMPOSITIONS OR ANY PROJECTION OF FUTURE QUANTITIES AND COMPOSITIONS THAT MAY BE CONTAINED HEREIN.

SECTION 3

TECHNICAL AND REGULATORY REQUIREMENTS

3.1 INTRODUCTION

Bids submitted for Combined Services utilizing a Transfer Station, transportation services/equipment and Landfills must also meet all technical requirements for the applicable technology, as described herein.

3.2 REQUIREMENTS RELATING TO TRANSFER STATION

3.2.1.1 Transfer Station Technical Requirements

In connection with a Bid for the provision of Combined Services the Successful Bidder is obligated to provide one or more existing, fully-permitted, fully-operational Transfer Station with sufficient, undedicated and available permitted capacity to accept and process for transportation of the tonnage capacity Bid by the Successful Bidder. The Transfer Station must be capable of processing the types and quantities of waste that Acceptable Waste is composed of the Term of the Combined Services Agreement.

Any Bid that utilizes a Transfer Station in providing Combined Services, must evidence satisfaction of and compliance with applicable regulations.

3.2.1.2 Operating and Performance Requirements for Transfer Station

During the Term of the Combined Services Agreement, the Successful Bidder shall comply with all operational conditions stipulated in the Transfer Station permit, license or approval and shall provide all labor, materials and equipment necessary to perform the following:

- Receive Acceptable Waste at the Transfer Station during, at a minimum, the hours of 6:00 a.m. to 5:00 p.m. on Mondays through Fridays and 6:00 a.m. to 1:00 p.m. on Saturdays, except for the following holidays:
 - New Year's Day
 - Martin Luther King Jr.'s Birthday
 - Washington's Birthday
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day

- Veteran's Day
 - Thanksgiving Day
 - Christmas Day
- If the holiday falls on a Saturday, then it will be observed on the following Monday.
 - Accommodate non-registered haulers/County residents on an appointment basis on Saturdays.
 - Operate the Transfer Station scale facility to weigh all trucks of Essex County origin, record and report all weight information as required by the terms of the Combined Services Agreement and provide transaction receipts to truck drivers with copies to the ECUA. The ECUA shall have the right to station ECUA personnel or agents at the Transfer Station on a regular or intermittent basis during all hours of operation of the Transfer Station, to verify the accuracy of the Successful Bidder's required recordkeeping and reporting, and to establish, administer, maintain and operate an on-site billing system, including but not limited to a computer link-up between the Transfer Station and the ECUA offices, at the ECUA's sole discretion. The Successful Bidder shall cooperate with the ECUA in the ECUA's effort to establish, administer, maintain and operate such an on-site system, but the costs thereof shall be the sole responsibility of the Successful Bidder.
 - Screen all waste loads and turn away any loads containing Unacceptable Waste.
 - Direct County trucks to the tipping floor for deposit of waste loads and subsequently to the Transfer Station exit or outbound scale if the subject packer truck is a new vehicle or a vehicle having no recorded tare weight.
 - Inspect deposited waste, remove Recyclable Material (if applicable), segregate such Unacceptable Waste and Hazardous Waste as may have inadvertently passed through the Successful Bidder's screening process, and segregate, for transport, waste classified as "Residual and/or Special Waste" or other similar character or type by the governmental regulatory authority having jurisdiction over the Disposal Facility(ies) utilized in providing the Combined Services.
 - Transport and dispose of Unacceptable Waste and Hazardous Waste after notifying the Authority in accordance with the requirements stated herein and in the Transfer Station's applicable operating permit, licenses or approvals.
 - Load loose Acceptable Waste into the open-top transfer trailers evenly distributing the Acceptable Waste throughout the trailer while filling it to its maximum legal capacity.

- Transport the transfer trailers from the staging area to the loading area and from the loading area to the scale facility and, finally, back to the staging area.
- Coordinate the delivery and pick-up of transfer trailers.
- Coordinate operations with the Authority.
- Provide litter, dust, noise and odor control as well as site security.
- Maintain all equipment.
- Maintain and supervising all facility safety precautions and programs in connection with Transfer Station operations.
- Allow the transporter to observe all operations associated with the loading and weighing of trailers and containers. Reload those trailers and containers that do not comply with axle and overall weight limitations established by applicable laws, regulations and permits.
- Allow access to the transporter for the maximum number of hours consistent with the Transfer Station's operating permit, licenses or approvals.

3.2.2 Regulatory Requirements for Transfer Station

The Successful Bidder shall be responsible for compliance at all times with all applicable local, state and federal laws and regulations relating to the provision of Combined Services. As such, the Successful Bidder is obligated to obtain and/or maintain all necessary permits, licenses and approvals in order to permit the uninterrupted provision of such Combined Services.

At the time of Bid Submission, the Transfer Station shall be operating pursuant to a valid NJDEP Solid Waste Facility ("SWF") Permit (or such other permits as may be required by the applicable host jurisdiction), shall maintain compliance with the SWF (or such other permits as may be required by the applicable host jurisdiction), and shall renew the SWF (or such other permits as may be required by the applicable host jurisdiction), as necessary, for the Term of the Combined Services Agreement. Acceptance of Acceptable Waste shall not cause the Transfer Station to exceed the approved, permitted daily capacity as stipulated in the SWF Permit or applicable permit. The Transfer Station shall have acquired municipal site plan approval and each shall be a facility that is included in the host jurisdiction's Solid Waste Management Plan (or such other plan as may be required by the applicable host jurisdiction).

If, during the Term of the Combined Services Agreement, additional permits are required, or compliance with additional governmental requirements is required, the Successful Bidder is obligated to apply for such additional permits, licenses or approvals or comply with such additional requirements on a timely basis.

At the time the Bid is submitted, the Bidder will be required to demonstrate an ability to satisfy the requirements of these specifications and the Combined Services Agreement with respect to regulator approvals or licenses. Specifically copies of all permits and approvals shall be provided to the Authority, at the time the Bid is submitted, together with inspection reports, Notices of Violation (NOVs), if any, information and documentation pertaining to any pending or threatened regulatory and/or legal action by NJDEP and/or the host community and Monthly Tonnage Reports, for the previous three years or comparable reports/notices if the Transfer Station is located outside of the State of New Jersey. Additionally, a summary of all contracted daily, monthly and yearly capacity shall also be provided to the Authority at the time the Bid is submitted.

3.3 REQUIREMENTS RELATING TO TRANSPORTATION SERVICES AS PART OF COMBINED SERVICES BID

3.3.1.1 Technical Requirements Relating to Transportation Services

3.3.1.2 Description of Acceptable Waste Handling at the Transfer Station and Operations Relating Thereto

The transporter shall provide sufficient labor, material and equipment to transport the tonnage amount Bid by the Successful Bidder from the Transfer Station on a daily basis during the Transfer Station's respective receiving times to the Disposal Facility(ies) identified in the Bid for Combined Services and the Combined Services Agreement. In particular, because no Acceptable Waste is or will be removed from the Transfer Station on Sundays and certain holidays, it is mandatory that the transporter remove Acceptable Waste by the end of the Transfer Station's respective receiving time on Saturday and receiving days immediately preceding said holidays. In the event that the Transfer Station is/are required to curtail or cease operations because solid waste has not been removed on a timely basis the transporter shall be responsible for any damages, claims or payments that the Authority incurs as a result thereof.

DAILY, WEEKLY AND SEASONAL FLUCTUATIONS IN THE WASTE FLOWS TO THE TRANSFER STATION WILL BE COMMON OPERATING OCCURRENCES AND WILL AFFECT THE AMOUNT OF ALL ACCEPTABLE WASTE AVAILABLE FOR TRANSPORTATION AND REMOVAL. IN ADDITION, THERE WILL BE PERIODIC DELAYS IN QUEUING TIMES AT THE TRANSFER STATION AND AT THE DISPOSAL FACILITY(IES) FOR A VARIETY OF REASONS, INCLUDING

WEATHER CONDITIONS, OPERATIONAL DIFFICULTIES, ETC. THE SUCCESSFUL BIDDER IS REQUIRED TO DEDICATE SUFFICIENT EQUIPMENT AND PERSONNEL TO ACCOMMODATE THE FLUCTUATIONS AND DELAYS SO AS TO REMOVE ALL ACCEPTABLE WASTE ON A TIMELY BASIS FROM THE TRANSFER STATION.

In order to meet the requirement to remove Acceptable Waste on a timely basis, the Successful Bidder must dedicate sufficient equipment to remove Acceptable Waste. THE AUTHORITY DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF WASTE TO BE DELIVERED TO THE TRANSFER STATION OR TO BE AVAILABLE FOR TRANSPORT FOR DISPOSAL.

3.3.1.3 Vehicles, Containers, Equipment, Personnel and Compliance with Applicable Laws for Transportation Services.

The transportation services to be provided as part of a Bid for Combined Services must be provided in accordance with the minimum technical requirements set forth below. Each Bid for the provision of transportation as part of the Combined Services must evidence satisfaction with such minimum technical requirements.

At a minimum, the Successful Bidder, or its designated sub-contractor (Form A-22), must satisfy the following requirements:

(1) Minimum Past Experience. Each Bidder must complete and submit Form A-7, Statement of Relevant Experience, setting forth the Bidder's experience in providing the Combined Services.

(2) Provision of Vehicles, Containers, Equipment, Labor, etc. The Successful Bidder shall provide all vehicles, containers, equipment, materials, labor, insurance, tolls, fuel, repair, maintenance and maintenance materials that are necessary or required to fully perform the required transportation services to be provided as part of a Bid for Combined Services. The Successful Bidder will be responsible for loading out a minimum of two hundred fifty (250) trucks or containers per week assuming twenty (20) Ton loads. Please be advised that this is a minimum requirement only and are not intended to limit in any manner the Successful Bidder's obligation to remove all Acceptable Waste from the Transfer Station in a manner which satisfies the requirements described above.

(3) Compliance with Disposal Facility(ies) Rules and Regulations. In the performance of the transportation services provided as part of a Bid for Combined Services, the Successful Bidder shall comply with all applicable rules and regulations of the Facility(ies).

(4) Compliance with Applicable Law. The Successful Bidder shall comply with all applicable laws and regulation in the states and localities in which the transportation services are to be provided. The Successful Bidder must comply with all applicable regulations, policies and interpretations of the NJDEP (or such other host jurisdiction), as well as court decisions concerning licensure in the State of New Jersey (or such other host jurisdiction) and shall be responsible for assuring that all such licenses are held by the Successful Bidder, to the extent required under the terms of such NJDEP regulations (or applicable regulatory agency in the host jurisdiction) and court decisions.

(5) Provision of Sufficient Vehicles and/or Containers. The Successful Bidder must be capable, and must demonstrate its capability, to transport all Acceptable Waste delivered to the Transfer Station on a daily basis and to transport the same to the Disposal Facility(ies) identified in the Bid in an expeditious manner.

(6) Vehicle and Container Requirements. Transport vehicles and containers shall be roll-off containers, top loading vehicles. All vehicles shall be capable of being completely covered. The Bidder, at the time of submission of its Bid, shall provide a certificate showing that it owns, leases, or controls all the necessary equipment required by these Bid Specifications and, if the Bidder is not the actual owner or lessee of any such equipment, such certificate shall state the source from which the equipment shall be obtained, and such certificate shall be accompanied by a certificate from the owner or person in control of the equipment stating that such person owns, leases or controls such equipment and will make the same available to the Bidder for use in providing the transportation services as part of a bid for Combined Services for the Term of the Combined Services Agreement. In addition, the Bidder's vehicles and containers shall conform with, and be subject to, the following:

(i) All vehicles and containers, including tractors and trailers, used for the provision of transportation services shall be certified by the NJDEP, Division of Solid Waste Management (or applicable regulatory agency in the host jurisdiction), and shall have a valid certified registration (or such other registration as required by the applicable host jurisdiction). In the event that the vehicles and containers intended to be used for established for submission of bids, received valid certified registrations, delivered to the Authority) on or prior to the date that Authority designates the Successful Bidder and is prepared to execute the Combined Services Agreement. In the event that the Successful Bidder is not able to provide evidence of receipt of such valid registrations by such date, the Authority reserves the right, at its sole option, not to award the Combined Services Agreement to such Bidder.

(ii) The Authority shall have the right to inspect outbound vehicles and containers carrying all Acceptable Waste and, if in its reasonable judgment, a

vehicle or container does not conform to Applicable Laws, the Successful Bidder shall supply a conforming vehicle to carry the nonconforming vehicle's load within four (4) hours.

(iii) All vehicles and containers shall be covered at all times from completion of loading until weighing at the Disposal Facility(ies) as provided for in Combined Services Bid. The Successful Bidder shall have means of ensuring that the vehicles and containers do not litter the highway.

(iv) All vehicles and containers shall have gasketed doors and shall be watertight to prevent seepage of water or wet Acceptable Waste onto roadways.

(7) Cover and Tarp Removal; Labor. The Successful Bidder shall be responsible for (i) the provision of all tarps, container covers and ties and/or seals required to assure that the containers are covered during transport, and (ii) ensuring that all containers are covered subsequent to loading of the container and prior to exiting the Transfer Station loading area.

3.3.1.4 Operating Requirements for Transportation Services

The Successful Bidder shall:

- 1) pick up and remove all Acceptable Waste from the Transfer Station during the Transfer Station Receiving Times in roll-off containers on top loading vehicles;
- 2) ensure that all containers are properly covered subsequent to loading and prior to exiting the Transfer Station;
- 3) If necessary, clean off any excess Acceptable Waste from the vehicles and/or containers prior to exiting the waste loading area at the Transfer Station after the Acceptable Waste is loaded onto such trailers;
- 4) deliver to and unload Acceptable Waste at the Disposal Facility(ies) utilized in providing Combined Services during the permitted operating hours on Monday through Saturday;
- 5) take all actions which are required to unload Acceptable Waste delivered to the Disposal Facility(ies) utilized in providing Combined Services;
- 6) maintain books and records and producer reports in the manner and at the times required by the Combined Services Agreement.

7) comply with all permit and other environmental obligations and limitations relating to the transportation of any Acceptable Waste at the Transfer Station and the Disposal Facility(ies), whether such transportation services utilize truck or rail; and

8) provide a staging and storage area for transportation vehicles or containers within a reasonable distance from the Transfer Station site to ensure that Acceptable Waste may be removed in a timely and efficient manner.

3.3.2 Additional Requirements for Transportation by Rail of Acceptable Waste.

In the event that a Bidder for the provision of Combined Services proposes to provide Transportation Services, in whole or in part, by rail, in addition to meeting the requirements set forth in Section 3.3.1.3 and Section 3.3.1.4 hereof (except for those requirements which, by their terms are explicitly applicable to transportation by truck only) the Successful Bidder shall be responsible for (at its own cost and expense):

1) procuring the rights to use railroad containers and equipment;

2) entering into any necessary leasing or operating agreement with a railroad company or companies;

3) providing sufficient railcars and/or containers to transport the Acceptable Waste to the railroad terminal located closest to the Disposal Facility(ies) utilized to provide the Combined Services by the Bidder;

4) if necessary, providing a sufficient number of transport vehicles to haul containers to and from the Transfer Station to and from the points of origin of the rail service, as well as sufficient transport vehicles to haul the containers to and from the point of rail termination to the Disposal Facility(ies) utilized to provide the Combined Services by the Bidder; and

5) complying with all applicable regulations, policies and interpretations of the NJDEP (or regulatory agency of applicable host jurisdiction), as well as court decisions concerning licensure in the State of New Jersey (or such other host jurisdictions) and for assuring that all such licenses are held by the Bidder, to the extent required under the terms of such regulations and court decisions.

All Bidders submitting a Bid for the provision of Combined Services shall identify the trucks, containers and railroad equipment to be used by the Bidder on Form A-8, Equipment and Facility Certification for Bidders. In addition, if all or a portion of the Acceptable Waste is to be transported by rail, all such Bidders must submit, with the Bid, evidence of a legally binding commitment (in the form of a contract, lease or similar agreement) with a railroad company (or companies) and any other entity

necessary to ensure continuous movement by rail of the Acceptable Waste from the Transfer Station to the Disposal Facility(ies) proposed by the Bidder.

Bidders claiming rail carrier status, and exemption from permitting requirements, pursuant to applicable NJDEP regulations, shall submit good and sufficient proof that Bidder is in compliance with all applicable regulations, including, but not limited to, (i) all applicable solid waste regulations, including but not limited to registration and district solid waste flow control provisions, and (ii) operation and design requirements for rail facilities required by such regulations.

3.3.3 Regulatory Requirements Relating To Transportation Services

The Successful Bidder shall be responsible for compliance at all times with all applicable local, state and federal laws and regulations relating to the transportation of Acceptable Waste to the disposal facility utilized by the Bidder in providing Combined Services. As such, the Successful Bidder is obligated to obtain and/or maintain all necessary permits, approvals and/or registrations necessary to transport the Acceptable Waste to the Disposal Facility(ies). The Successful Bidder must comply with all applicable regulations, policies and interpretations of the NJDEP (or such other State environmental agency of the host jurisdiction), as well as court decisions concerning licensure in the State of New Jersey (or such other applicable host jurisdiction) and be responsible for assuring that all such licenses are held by the Bidder to the extent required under the terms of such NJDEP regulations and court decisions (or such other applicable host jurisdiction).

If, during the Term of the Combined Services Agreement, additional permits, licenses, or approvals are required or compliance with additional governmental requirements are required, the Successful Bidder is obligated to apply for such additional permits, licenses or approvals or comply with such additional requirements on a timely basis.

At the time the Bid is submitted, the Bidder will be required to demonstrate (as part of the Technical Bid) an ability to satisfy the requirements of the Bid Specifications and the Combined Services Agreement with respect to regulatory permits, licenses or approvals. Copies of all applicable permits and licenses must be provided to the Authority.

3.4 REQUIREMENTS RELATING TO LANDFILLS

3.4.1.1 Technical Requirements Relating To Landfills

3.4.1.2 Design and Construction Requirements

With respect to any Landfill(s) utilized by the Successful Bidder in providing Combined Services, Acceptable Waste shall be disposed of in a permitted, environmentally secure, Landfill(s). As such, the Landfill(s) proposed by the Bidder submitting a Bid for the provision of the Combined Services must be designed and constructed in accordance with the minimum technical requirements set forth below. The technical portion of the Bid (the "Technical Bid") for the provision of the Combined Services must evidence satisfaction of, and compliance with, the minimum technical requirements set forth herein.

3.4.1.3 Landfill(s)

The Landfill(s) proposed by the Bidder must, at a minimum, satisfy the following technical requirements:

1. Design and Construction. Landfill(s), at a minimum, must be designed and constructed so that any newly-constructed or planned expansions shall comply with the requirements of applicable USEPA regulations or applicable USEPA approved state regulations for solid waste disposal facilities. Such requirements are set forth in the USEPA Solid Waste Disposal Criteria: Final Rule, 40 CFR, Parts 257 and 258, as published in the Federal Register on October 9, 1991. Such regulations are incorporated by reference herein as if set forth herein in full.
2. Location. The Landfill(s) shall be located within a stable geologic area and should not be within one half (1/2) mile of a public ground water supply well or directly over an aquifer used for potable drinking water purposes.
3. Scales. Permanent truck scales shall be provided at the entrance to the Landfill(s) and shall be capable of providing receipts clearly delineating gross and tare weights of hauling vehicles.
4. Liner. Each Landfill must have a liner system. The liner system shall be designed and constructed in accordance with the regulations, standards, guidelines, performance criteria or other requirements of the regulator agencies having jurisdiction over the issuance of permits to the Landfill(s).
5. Leachate Collection System. A leachate collection system is required above the primary liner system. The leachate collection system shall consist of a free draining material and may include sand, gravel, geonets, and piping. The leachate collection system must be capable of maintaining a maximum hydraulic head over the liner of twelve (12) inches or less.

6. Leachate Disposal. Leachate shall be treated on-site in a permitted treatment facility or discharged to an off-site treatment facility that is permitted to accept such leachate by the agencies having jurisdiction over said treatment facility.

7. Groundwater Monitoring. Groundwater monitoring wells shall be in place around the Landfill(s). At least one (1) monitoring well upgradient from the site and two (2) monitoring wells downgradient from the site shall be in use. In addition, a regular sampling and testing program must be utilized to verify that no groundwater contamination results from the activities and operation of the Landfill(s).

8. Permits. The Landfill(s) shall at all times during the term of the Combined Services Agreement maintain an active permit for operation as a sanitary landfill. Copies of operating permit documents shall be submitted to the Authority, including any original documents and/or permit modifications. Copies of all environmental compliance or inspection reports for the previous three years (including any notices of violations) shall be submitted to the Authority.

9. Experience. Each Bidder submitting a Bid for the provision of the Combined Services is required to submit a fully completed Form A-7, Statement of Relevant Experience.

3.4.1.4 Operating Requirements for Landfills

The Owner(s)/Operator(s) of the Landfill(s) shall comply with all applicable laws in connection with the operation of the Landfill(s) and shall:

1. Operate the Landfill(s) during the hours from (at a minimum) 6:00 a.m. to 7:00 p.m. (or such other times specified in its permits) on Mondays through Saturdays, except on legal holidays; provided however, that in the event that the hours of operation set forth in the applicable permits are different than the above-minimum hours, the hours set forth in the permits shall constitute the minimum operating hours for purposes of the Combined Services Agreement;

2. Take such actions as are required to enable the Authority to dispose of Acceptable Waste at the Landfill(s), and to the extent the Landfill(s) is (are) not available for disposal of Acceptable Waste because the necessary regulatory approvals have not been obtained, the Owner(s)/Operator(s) shall provide for the disposal of Acceptable Waste at an alternate facility at no extra cost to the Authority.

3. Take all actions required to bury, cover or otherwise process all Acceptable Waste deposited in the Landfill(s);

4. Provide such security measures with respect to the Landfill(s) as are reasonably required for facilities of like size and character;
5. Verify the accuracy of the scales (on an annual basis) in the manner required by the terms of the Combined Services Agreement;
6. Maintain books and records and produce reports in the manner and at the times required by the Combined Services Agreement;
7. Take such actions, or refrain from taking such actions, with respect to accepting, handling and disposing of Acceptable Waste that may be classified as Hazardous Waste in accordance with the terms set forth in the Combined Services Agreement.
8. Comply with all permit and other environmental obligations and limitations relating to the disposal of any solid waste at the Landfill(s); and
9. Comply with all regulatory and financial requirements regarding closure and post-closure care of the Landfill(s).

3.4.2 Regulatory Requirements Related to The Operation of a Landfill

The Successful Bidder shall be responsible for ensuring compliance at all times with all applicable local, state and federal laws and regulations relating to the design, construction and operation of any Landfill(s) utilized in connection with the provision of Combined Services. As such, the Successful Bidder must demonstrate (at the time of Bid submission and thereafter) that all necessary permits have been obtained or will be obtained for sufficient permitted and uncommitted capacity to provide for disposal of all Acceptable Waste at such Landfill(s).

If, during the Term of the Combined Services Agreement, additional permits, licenses or approvals are required or compliance with additional governmental requirements are required, the Owner/Operator is obligated to apply for such additional permits, licenses or approvals or comply with such additional requirements on a timely basis.

At the time the Bid is submitted, the Bidder will be required to demonstrate (as part of the Technical Bid) its ability to satisfy the requirements of the Bid Specifications and the Combined Services Agreement or with respect to regulatory permits, licenses or approvals. Specifically, copies of all applicable permits, licenses or approvals must be provided to the Authority as part of the Bid. If the Landfill(s) is (are) located in a state that has enacted statutory or other guidelines or limitations on the disposal of solid waste generated from outside such state, the Bid must include evidence of the

ability of the Owner/Operator to comply with the terms of such statutory or other guideline with respect to disposal of Acceptable Waste at the Landfill(s).

SECTION 4

CONTRACTUAL AND FINANCIAL REQUIREMENTS

4.1 PERFORMANCE AND FINANCIAL RESPONSIBILITIES

4.1.1 Security for Performance of Successful Bidder

In order to provide security to the Authority for the performance by the Successful Bidder of the obligations under the Combined Services Agreement, the Successful Bidder must provide one of the following forms of security, selected at the option of the Bidder: (i) a Performance Letter of Credit or (ii) a Performance Bond, as described below. Said performance bond or letter of credit must be provided to the Authority by the Successful Bidder subsequent to notice of award, but prior to contract execution. At the time of Bid submission, all Bidders are required to submit consent of either a surety or bank indicating that such surety or bank will provide the performance bond or letter of credit, as appropriate, if the Bidder is selected to perform the services.

4.1.1.1 Performance Letter of Credit

In the event that a Performance Letter of Credit is provided, such Letter of Credit shall be in effect for the term of the Combined Services Agreement commencing on the Commencement Date, and shall be in the amount of \$2,500,000 per year for years one through three of the Combined Services Agreement and \$1,500,000 per year for the years four and five of the Combined Services Agreement. Such Performance Letter of Credit shall be provided to the ECUA by the Successful Bidder subsequent to notice of award, but prior to contract execution in the form set forth in Form A-13, and **shall be provided by a bank or financial institution having a credit rating for its long-term debt of at least "A," or the equivalent thereof, from a notionally recognized credit rating. The content of such Performance Letter of Credit shall be as set forth in Form A-13. Such Performance Letter of Credit shall not contain any conditions to the obligations of the bank or financial institution issuing same other than as expressly provided in Form A-13.**

The Performance Letter of Credit may be an annually renewable letter of credit in lieu of a five (5) year letter of credit. If the Successful Bidder provides an annually renewable Performance Letter of Credit, the bank issuing such Performance Letter of Credit must provide the ECUA with sixty (60) days prior written notice of intention not to renew such Performance Letter of Credit in the following year. In that event, the Successful Bidder must provide a substitute Performance Letter of Credit and must submit to the ECUA, within seven (7) days of the receipt of the bank's notice to the

ECUA that it will not renew the existing Performance Letter of Credit, a Consent of Bank (in the form set forth in Form A-12) verifying that a substitute Performance Letter of Credit in the same amount and under the same terms and conditions will be provided upon cancellation or termination of the original Performance Letter of Credit. Failure to provide such Consent of Bank within such seven (7) day time frame will entitle the ECUA to terminate the Combined Services Agreement on such 7th day, without further notice to the Successful Bidder and to draw upon the existing Performance Letter of Credit for the full amount thereof.

Such Performance Letter of Credit will be drawn upon in full and in accordance with its terms and only upon the occurrence of an Event of Default by the Successful Bidder.

At the time of Bid submission, all Bidders that will be providing a Performance Letter of Credit are required to submit consent of bank in the form set forth in Form A-12 indicating that such bank will provide the letter of credit, if the Bidder is selected to perform the services.

4.1.1.2 Performance Bond

In the event that a Performance Bond is provided by a Successful Bidder in lieu of a Performance Letter of Credit, such Performance Bond shall be for the term of the Combined Services Agreement commencing on the Commencement Date, and shall be in the amount of \$2,500,000 per year for years one through three of the Combined Services Agreement, and \$1,500,000 per year for the years four and five of the Combined Services Agreement. Such Performance Bond shall be in the form set forth in Form A-11, and **shall be obtained from a surety that is authorized to do business in the State of New Jersey that satisfies the requirements set forth in N.J.S.A. 2A:44-143(1)(b) and that is listed in the United States Treasury Department Circular 570. Such Performance Bond shall not contain any conditions to the obligations of the surety company(ies) issuing such Performance Bond, other than as expressly provided in Proposal Form A-11.**

Such Performance Bond will be drawn upon by the ECUA in accordance with its terms and only upon the occurrence of an Event of Default by the Successful Bidder under the terms of the Operating Agreement. The amount of such draw shall be in the Performance Bond Amount.

The Performance Bond may be an annually renewable bond in lieu of a five (5) year bond. If the Successful Bidder provides an annually renewable Performance Bond, the Surety issuing such Performance Bond must provide the ECUA with sixty (60) days prior written notice of intention not to renew such Performance Bond in the following

year. In that event, the Successful Bidder must provide a substitute Performance Bond and must submit to the ECUA, within seven (7) days of the receipt of the Surety's notice to the ECUA that it will not renew the existing Performance Bond, a Consent of Surety (in the form set forth in Forms A-10) verifying that a substitute Performance Bond in the same amount and under the same terms and conditions will be provided upon cancellation or termination of the original Performance Bond. Failure to provide such Consent of Surety within such seven (7) day time frame will entitle the ECUA to terminate the Combined Services Agreement on such 7th day, without further notice to the Successful Bidder, and to draw upon the existing Performance Bond for the full amount thereof.

Such Performance Bond will be drawn upon in full and in accordance with its terms and only upon the occurrence of an Event of Default by the Successful Bidder.

At the time of Bid submission, all Bidders that will be providing a Performance Bond are required to submit consent of surety in the form set forth in Form A-10 indicating that such surety will provide the Performance Bond, if the Bidder is selected to perform the services.

4.1.1.3 Performance Guaranty Executed by Public Taxing Authority

In the event the Successful Bidder is a public body, such Successful Bidder may elect to provide a Performance Guaranty executed by a Public Taxing Authority. For the purposes of this section, a Public Taxing Authority means a public body that is authorized and empowered by Applicable Law to levy ad valorem taxes upon all the taxable property within the jurisdiction of such public body. In the event that such Successful Bidder provides a Performance Guaranty executed by a Public Taxing Authority, in lieu of a Performance Letter of Credit or Performance Bond, such Performance Guaranty shall be in effect for the term of the Services Agreement, commencing on the Commencement Date. The amount of such Performance Guarantee shall be a minimum of \$2,500,000 per year for years one through three of the Combined Services Agreement and \$1,500,000 per year for the years four and five of the Combined Services Agreement.

The Performance Guaranty may be an annually renewable guaranty in lieu of a five (5) year guaranty.

Public body Bidders electing to provide a Performance Guaranty executed by a Public Taxing Authority shall, at the time of submission of their respective Bids, submit a form of Performance Guaranty duly executed by the Public Taxing Authority, which shall unconditionally guarantee the Successful Bidder's performance under the Combined Services Agreement, and which shall contain terms and conditions as may reasonably be satisfactory to ECUA. The executed Performance Guaranty shall

be accompanied by an opinion of counsel to the Public Taxing Authority which, at a minimum, states that such Public Taxing Authority is authorized to issue such Performance Guaranty, and that the Performance Guaranty has been issued in accordance with Applicable Law.

4.2 FINANCIAL QUALIFICATIONS

4.2.1 General

(a) In addition to providing a Performance Letter of Credit or Performance Bond, the Bidder (or to the extent applicable, the Guarantor) who is to provide Combined Services for all Acceptable Waste must satisfy the following minimum financial criteria at the time of Bid Submission:

The Bidder shall demonstrate (i) its financial position and (ii) ,that it (or to the extent applicable, the Guarantor) shall not have had any material adverse changes in its financial position since the end of its most recent Fiscal Year, as evidenced by the Accountant's Review Report prepared by an independent certified public accountant (hereinafter referred to as the "Minimum Financial Criteria").

(b) In the event the Successful Bidder is a joint venture, one of the joint venturers or other entity must meet all of the Minimum Financial Criteria set forth in subsection (a) above. In that event, the Minimum Financial Criteria will be met if one of the joint venture partners (or other entity serving as Guarantor) who meets the Minimum Financial Criteria assumes joint and several liability for all obligations of the joint venture. In the event that a related entity, other than the Successful Bidder, satisfies all of such Minimum Financial Criteria, such entity must provide an executed Guarantor Agreement pursuant to which such entity will fully guarantee all of the obligations of the Successful Bidder in the form set forth in Form A-17.

In the event that the Bidder (or one of the joint venture partners or other entity serving as Guarantor) has been organized and operating or less than two (2) years, such Bidder (or joint venture partners other entity serving as Guarantor) must satisfy the Minimum Financial Criteria as set forth in subsection (a) above for the period of time it has been organized and operating.

(c) In order to demonstrate compliance with the Minimum Financial Criteria set forth in subsection (a) above, the Bidder (or, to the extent applicable, its Guarantor) must submit, at a minimum, financial statements reviewed by an independent certified public accountant under generally accepted accounting principles, with full disclosure, and such financial statements shall be accompanied by an Accountant's Review Report. Such financial statements must be submitted 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.

SECTION 5

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF BIDS

5.1 GENERAL PROVISIONS

5.1.1 Submission of Bids, Time and Place of Bid Opening

Sealed bids shall be received at the ECUA's Administrative offices, Leroy F. Smith Jr. Public Safety Building, 60 Nelson Place, 6th Floor, Newark, NJ 07102, on **May 20, 2025, at 2:00 p.m. (New York City time)**. **Bids forwarded by facsimile, email or other electronic transmission will not be accepted.** Bids delivered after 2:00 pm on May 20, 2025, will not be accepted. Three (3) copies of the Bid shall be submitted by courier service, overnight mail service, including USPS, Federal Express, UPS or other mail service ONLY on or prior to such time to:

The Essex County Utilities Authority
Leroy F. Smith Jr. Public Safety Building
60 Nelson Place, 6th Floor
Newark, NJ 07102
Attention: Elmer J. Herrmann, Jr., Acting Executive Director

Attendance by the bidders and the public is not prohibited. However, the bid opening will be broadcast live from the Authority's facility by virtual means via Zoom. Any party interested in virtually viewing the bid opening must contact the Authority via email on or before May 19, 2025, at 4:00 pm. Emails must be sent to botoole@essexutil.com. The email should include your name, telephone number and email address indicating you would like to view the bid opening. If your email is received prior to the May 19, 2025, 4:00 pm deadline, you will receive the Zoom connection instructions to virtually view the bid opening. Participating via virtual means is free of charge to the public. There will be no public comment regardless of how you access the bid opening.

At the bid opening, the title of the bid will be clearly announced. The Authority will display each sealed bid package, back and front, for the camera prior to opening the bid. The contents of each bid package shall be read aloud upon opening, including the price(s) and noting the presence of any documents required to be part of the bid submission.

After the close of the bid opening, due to the anticipated volume of documents submitted in response to the bid solicitation, the bid pricing sheet and document check list shall be posted on the Authority's website for each bid. Instructions will be provided to all bidders with the full web address where the bid results can be found.

Bidders and members of the public may inspect each bid package upon request by contacting the ECUA by email for an appointment. Emails must be sent to botoole@essexutil.com indicating that you would like to schedule an appointment to view the bid packages making sure to include your name, telephone number and email address.

Bids shall be enclosed in an opaque, sealed envelope or in sealed boxes addressed to the ECUA, and shall be marked with the name and address of the Bidder, and marked as follows:

BID SUBMISSION - COMBINED SERVICES

One (1) copy of the Bid must be clearly marked as the original and must contain the original signature forms, Bid security and other original documents. The remaining two (2) copies may be reproductions. Bidders shall number each set of documents sequentially (numbers 1-3, with number 1 being the original) on the upper right hand corner of each cover.

All Bids submitted will be dated and time-stamped by the Authority upon receipt, but will remain unopened until the time and date established for the Bid opening. Any Bids or portions thereof that are submitted and received after the specified deadline will be marked "received late" and will be returned unopened to the firm submitting same.

The delivery of the Bid to the Authority on the above date and prior to the time specified herein is solely and strictly the responsibility of the Bidder. The Authority shall not under any circumstances be responsible for the loss of, delay or non-delivery of any Bid sent or delivered, by mail or otherwise, prior to the Bid opening.

Bidders must submit with their Bid all of the documents and information required to be submitted pursuant to these Bid Specifications.

5.1.2 Addenda or Amendments to the Bid Specifications

During the period provided for the preparation of Bids, the Authority may issue addenda or amendments to the Bid Specifications. These addenda will be numbered consecutively and will be distributed to each of the firms who have received a copy of the Bid Specifications. These addenda will be issued by, or on behalf of, the Authority and will constitute a part of the Bid. Each Bidder is required to acknowledge receipt of all addenda at the time of submission of the Bid by

submitting Form A-17, executed by the Bidder. All responses to the Bid Specifications shall be prepared with full consideration of the addenda issued prior to the Bid submission date.

5.1.3 Cost of Bid Preparation

Each Bid and all information required to be submitted pursuant to the Bid Specifications shall be prepared at the sole cost and expense of the Bidder. There shall be no claims whatsoever against the Authority, its staff or its consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Bid or other information required by the Bid Specifications.

5.1.4 Disclosure of Information in Bids

If the Bidder chooses to include material of a proprietary nature in the Bid, the Authority will keep such material confidential to the extent permitted by Applicable Laws. The Bidder must specifically identify the section of its Bid that contains such information by properly marking the applicable pages. Preferably, any sections which contain material of a proprietary nature shall be severable or removable from the Bids to assist the Authority in protecting this information. Bidders also shall include the following notice in the introduction of the relevant Bid:

"The data on pages ____ identified by ____ (symbol) and labeled "Proprietary Information," contain information that is a trade secret and/or which, if disclosed, would cause substantial injury to (Bidder's) competitive position. (Bidder) requests that such data be used only for the evaluation of the Bid, and understands that disclosure will be limited only to the extent that the Authority determines it proper or to the extent that the Authority deems disclosure necessary according to law. If a contract is awarded to (Bidder), the Authority will have the right to use or disclose the data as provided in the applicable agreement executed with the Bidder."

The Authority will use its best efforts to prevent the unauthorized disclosure of this information in applying the proprietary standard to marked data. However, the Authority will assume no liability for any loss, damage, or injury that may result from any disclosure or use of marked data or any disclosure of this or other information during the review of the Bids.

Notwithstanding the above, Bid forms (including cost information) will not, under any circumstances, be considered proprietary or confidential information. However, prior to the execution of the Combined Services Agreement relating to such Bid, such information will be subject to the non-disclosure requirement.

5.1.5 Withdrawal

A Bidder may withdraw a Bid prior to the date and time set for the opening of the Bids provided that a written request to withdraw the Bid is hand delivered to the Authority, by or on behalf of, an accredited representative of the Bidder, or the request is delivered by certified U.S. Mail. The request to withdraw the Bid must be received by the Authority prior to the commencement of Bid opening. Once the opening of Bids has commenced, Bidders may not withdraw their Bids for a period of sixty (60) days.

5.1.6 Disposal of Bids

All Bids are the property of the Authority and will not be returned. At the conclusion of the procurement process, the Authority may dispose of any and all copies of Bids received in whatever manner it deems appropriate. However, prior to such disposal the Authority will use its best efforts to prevent the unauthorized disclosure of proprietary information, provided same is properly identified in accordance with the provisions of Section 5.1.4 of the Bid Specifications. In no event will the Authority assume liability for any loss, damage or injury that may result from any disclosure or use of marked data which occurs prior to the disposal of Bids.

5.1.7 Bid Security or Bid Bond

A Bid security, in the amount of \$20,000.00, payable to the Authority, must accompany each Bid that is submitted. At the option of the Bidder, the Bid security may be in the form of certified check, cashier's check or bid bond payable to the ECUA. Such Bid Security or Bid Bond shall be in substantially the form set forth in Form A-2 and Form A-3, respectively. **The Bid Bond shall be obtained from a surety(ies) that is (are) authorized to do business in the State of New Jersey, that satisfies the requirements set forth in N.J.S.A. 2A:44-141 (1)(b) and that is listed in the United States Treasury Department Circular 570. Such Bid Bond shall not contain any conditions to the obligations of the surety company(ies) issuing such Bid Bond, other than as expressly provided in Proposal Form A-3.**

Surety Bonds that are signed by an Attorney-in-Fact shall be accompanied by an executed and certified Power-of-Attorney.

The Bid security shall be returned to all but the three lowest, responsible, responsive Bidders within twenty (20) business days, or soon thereafter, after the Bid opening. After selection of the Successful Bidder, the Bid security submitted by the two unsuccessful Bidders will be returned within three (3) business days after execution of the Agreement by and between the Authority and such Successful Bidder. The bid

security of the Successful Bidder will be returned upon submission of a Performance Bond or Performance Letter of Credit, as appropriate.

5.1.8 Insurance Requirements

Subsequent to contract award, but prior to the Commencement Date, the Successful Bidder shall provide to the ECUA, at its own expense, the following insurance, together with evidence of such insurance as stated below. Sixty (60) days prior to cancellation or material change or notice of non-renewal or material change in the policies, the Successful Bidder shall give notice to the ECUA, by registered mail, return receipt requested, for all of the following stated insurance policies. The Certificate of Insurance shall state:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail sixty (60) days written notice to the certificate holder named to the left.

All notices shall name the Successful Bidder and identify the Combined Services Agreement. All policies shall be endorsed naming the ECUA and the County of Essex as additional insureds. All policies shall require that the insured will pay all defense claims and any judgments entered herein. It is expected that all policies will be issued on an occurrence basis. The ECUA may waive or modify any requirement stated herein. If the ECUA, in its sole judgment and discretion, deems it would be in its best interests to do so.

(A) Workers' Compensation. The Successful Bidder shall obtain Standard Workers' Compensation Insurance indemnifying the Successful Bidder and the ECUA against any loss arising from liability or injuries sustained by any and all agents, servants, employees of the Successful Bidder who shall be entitled to compensation under the Workers' Compensation Law of the State of New Jersey or applicable host jurisdiction. If the Successful Bidder is incorporated outside the State of New Jersey, then said policy must include: "Other States' Endorsements."

(B) General Liability. The Successful Bidder shall obtain Comprehensive General Liability Insurance on an "occurrence" form with a one million dollars (\$1,000,000.00) combined single limit of liability per occurrence and three million dollars (\$3,000,000.00) annual aggregate. The Policy shall include the Board Form Endorsement if written on a 1973 Occurrence Form. If written on a 1990 Simplified Occurrence Form, the Policy will contain no endorsements that would limit or eliminate the coverage provided by the ISO version without endorsements and will include ISO Form CG 25 03 11 85. Amendment - Aggregate Limits of insurance (per Project).

(C) Automobile Liability. The Successful Bidder shall obtain Automobile Liability Insurance with a minimum combined single limit of liability of one million dollars (\$1,000,000.00) per accident. Said Policy must include coverage for owned, non-owned and hired autos. The Policy must also have an MCS-90 endorsement, a true copy of which must be filed with the ECUA. The Successful Bidder shall respond to environmental liability while used motor oil is in transit from a collection site to the Successful Bidder's ultimate destination. The policy must provide for the defense for the first named insured, as well as the ECUA and the County, all of whom are to be endorsed to the policy as additional insured.

(D) Disability. The Successful Bidder shall provide proof of compliance with the Disability Benefits Law.

(E) Optional Limits. The Successful Bidder shall obtain Excess or umbrella Liability Policy (to respond in excess of the commercial general liability, employers liability and commercial automobile liability policies) at limits of \$1,000,000.00, \$2,000,000.00 and \$3,000,000.00 combined single limits per occurrence.

(F) Policy Changes. If at any time any of the foregoing policies shall be or become unsatisfactory to the ECUA, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the ECUA, the Successful Bidder shall, upon notice to that effect from the ECUA, within thirty (30) days obtain a new policy, submit the same to the ECUA for approval and submit a Certificate hereof as hereinabove provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of the ECUA, may be forthwith declared suspended, discontinued or terminated. Failure of the Successful Bidder to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Successful Bidder of any liability under the Agreement. All policies required above shall contain a sixty (60) day notice of cancellation and/or of non-renewal and shall require the insured to notify the ECUA of its intent to either cancel or not to renew immediately.

(G) Insurance Companies. The Successful Bidder shall use an insurance company(ies) that has (have) an A.M. Best Company rating of at least A+. The ECUA, in its sole judgment and discretion, if it considers it appropriate to do so, may allow the Successful Bidder to utilize and insure with a rating less than A+. All such requests must be forwarded to the ECUA for its review and approval. The Successful Bidder shall use an insurance company(ies) that is (who are) authorized to underwrite insurance risks for the specific line(s) of coverage by the Department of Insurance of the State of New Jersey or the applicable host jurisdiction.

(H) Contractual Liability Insurance. The Successful Bidder shall be required to agree to indemnify, defend, and hold harmless the ECUA and the County of Essex, and their respective officers, agents, contractors, subcontractors, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with the work, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Successful Bidder, its officers, agents, servants, or employees and/or any other person or persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent.

The Successful Bidder shall furnish evidence to the ECUA that with respect to accomplishing the work in the Combined Services Agreement, that it carries Contractual Liability Insurance in the amounts specified in Paragraph B above.

(I) Pollution Insurance.

The Policy shall contain Contractor's Pollution Insurance with a minimum single limit of five million dollars (\$5,000,000.00) per occurrence with a ten million dollar (\$10,000,000.00) annual aggregate. Said Policy shall be written on an occurrence form with a minimum five (5) year sunset clause on coverage for completed operations. The Policy must provide for the defense of the ECUA as a first named insured, as well as its officers, employees, agents and servants, all of whom are to be endorsed to the Policy as additional insureds. The Pollution Insurance Policy must include coverage for the removal, clean-up, and remediation of any and all pollutants at an operation exposure or while in transit due to the negligence of the Contractor. Further, the Policy must provide bodily injury and property damage liability coverage resulting from or directly related to a pollution event caused by the Contractor.

5.1.9 Consent of Surety or Bank for Performance Bond or Performance Letter of Credit

At the time of Bid Submission, Bidders shall provide a certificate from a surety company (if the Bidder intends to submit a Performance Bond) or a certificate from a bank or financial institution, as the case may be (if the Bidder intends to submit a Performance Letter of Credit) stating that such surety or bank or financial institution, as the case may be, will provide such Performance Bond or Performance Letter of Credit, as appropriate, if the Bidder is selected by the Authority to provided the services covered by its Bid. The certificates from the surety shall be in the form set forth in Form A-10. The certificates from the bank or financial institution, as the case may

be, shall be in the form set forth in Form A-12. **Such certificate from the surety, bank or financial institution, as the case may be, shall not contain any conditions to the obligation of the surety company, bank or financial institution issuing same, other than as expressly provided in the applicable Bid form.**

5.1.10 Cover Letter and Signature Requirements

Together with each Bid, the Authority must receive one (1) original cover letter on the official letterhead of the Bidder (in form and content exactly as set forth in Form A-1). The entity or entities submitting the Bid also must be the same entity that executes the Combined Services Agreement relating to the services covered by the Bid and must be the entity or entities possessing the legal capability to perform the required services under Applicable Laws and applicable permits, licenses and approvals. The cover letter (Form A-1) must designate the individuals who will be the Bidder's key technical and business employees and who shall be available to respond in a timely fashion to inquiries submitted by the Authority and/or its consultants.

A copy of (a) the Certificate of Incorporation and by-laws (for a Bidder that is organized as a corporation), (b) the Partnership Agreement or Limited Partnership Agreement (for a Bidder that is organized as a partnership or limited partnership), and (c) the Certificate of Formation and Operating Agreement (for a Bidder that is organized as a limited liability company; and (d) the joint venture or other agreement (for a Bidder that is organized as a joint venture or other business organization) must accompany the Bid and be attached to the cover letter.

The cover letter (Form A-1) must be signed by an officer of the Bidder who is empowered to sign the Bid and to commit the Bidder to the obligations contained in the Bid Specifications. A certificate attesting to such authorization must be attached to the cover letter. If the Bidder is a partnership, the Bid shall be signed in the name of the firm by one or more of the general partners. If the Bidder is a corporation, the authorized officer shall sign his name and his title beneath the full corporate name, and the Bid shall also bear the seal of the corporation. If the Bidder is a joint venture or other business organization, the Bid shall be signed by all of the joint venture partners or participants or by one or more of such joint venture partners or participants as are expressly authorized to execute such Bid on behalf of the joint venture. Anyone signing the Bid as agent must file with it legal evidence of his or her authority to execute such Bid.

All forms that require signatures of the Bidder shall be signed by the same individual(s) signing the Cover Letter in Form A-1.

5.1.11 Completeness

Each of the instructions set forth in this Section 5 must be followed in order for a Bid to be deemed to be responsive to the Bid Specifications. In all cases, the Authority reserves the right to determine, in its sole discretion, whether any aspect of the Bid meets the submission requirements of the Bid Specifications. The Authority reserves the right to reject any Bid that, in its judgment, does not comply with the submission guidelines set forth in these Bid Specifications or any Bid which includes changes to or modifications of the Bid Forms and/or the Combined Services Agreement. In addition, notwithstanding any of the provisions hereof, to the extent permitted by Applicable Law, the Authority reserves the right to waive any informality in the Bids.

5.1.12 Bid Acceptance or Rejection

In addition to the Rights of the Authority in Section 1.4.1 hereof, **ANY BIDDER THAT SUBMITS A BID AND TAKES ANY EXCEPTIONS OR MAKES ANY ADDITIONS TO ANY TERM OR CONDITION OF THE BID SPECIFICATIONS (INCLUDING THE BID FORMS) OR THE FORM OF SERVICES AGREEMENT SET FORTH HEREIN MAY BE REJECTED BY THE AUTHORITY AS NON-RESPONSIVE TO THE EXTENT PERMITTED BY APPLICABLE LAW.**

5.2 INTENTIONALLY OMITTED

5.3 CONTENT AND FORM OF BID SUBMISSION

5.3.1 Organization

Bids submitted in response to the Bid Specifications should consist of the following:

VOLUME I: Cover Letter
 Bid Forms: General – Appendix A
 Bid Forms: Cost Bid – Appendix B
 Executed Combined Services Agreement – Appendix C

VOLUME II: Technical Proposal

5.3.2 Form

The Bidder shall provide the appropriate information required for each volume in accordance with the following content and format requirements.

- Each volume and all related information shall be bound as a single document, unless that is impractical, in which case an Appendix document accompanying the volume may be submitted.
- The responses shall be concise, clear, factual, and complete with a minimum of extraneous material.
- The Bid volumes shall be indexed and sectioned and shall be prefaced with a table of contents. To the extent possible, cross referencing to other Bid volumes should be avoided.
- The Bid documents shall be typed or printed (1-1/2 spacing) on 8-1/2" x 11" paper, except for figures or maps which must be prepared at a larger size due to scale requirements in order to be legible. Oversized maps and figures greater than 11" x 17" shall be folded to 8-1/2" x 11" and organized in appendices whenever possible.

5.3.3 Bid Forms

The Bid forms contained in Appendix A and Appendix B 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.** 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 the 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 following the Bid form format. The Bid Forms set forth in Appendix A and B should be included in order in Volume I of the Bid.

In cases where a written price is used with a numeric price, the written price will govern.

5.3.4 Financial Qualifications Submissions

In order to assure that a Bidder can meet its obligations to the Authority, as described in Section 4 of these Bid Specifications, the Successful Bidder (or, to the extent applicable, the Guarantor) must meet the Minimum Financial Criteria as set forth in Section 4.2.1. All Bidders must submit the appropriate financial qualification forms set forth in Form A 9. The Bidder (or, to the extent applicable, the Guarantor) shall have satisfied the Minimum Financial Criteria, if the Bidder or the Guarantor meets the Minimum Financial Criteria.

In addition to the submission of Form A-9, each Bidder must submit the financial information described below. Financial information submitted must be prepared and presented in accordance with Generally Accepted Accounting Principles.

1. If applicable, a copy of the most recent Form 10-K filed with the Securities and Exchange Commission ("SEC") and all Form 10-Q's since the last 10-K.

2. A complete set of, at a minimum, financial statements 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. Such financial statements must be submitted 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.

3. If a Bidder submits the combined financial statements of two (2) or more commonly owned (but otherwise unrelated) business entities (in satisfaction of the Minimum Financial Criteria), such combined financial statements, at a minimum, must be reviewed by an independent certified public accountant under generally accepted accounting principles, with full disclosure. Such financial statements accompanied by an Accountant's Review Report. In this event, such Bidder 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 under the Bid and the Combined Services Agreement.

4. 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 must submit, at a minimum, financial statements reviewed by an independent certified public accountant under generally accepted accounting principles, with full disclosure, and such financial statements shall be accompanied by an Accountant's Review Report. The ECUA will review such financial statements of the parent and all information contained therein relating to the subsidiary Bidder in order to determine if the subsidiary Bidder constitutes a "material subsidiary" of the parent company. If such subsidiary constitutes a "material subsidiary" of the parent company, the Authority will review the financial statements of the parent company to determine if such financial statements can be considered to be the equivalent of financial statements of the subsidiary so as to comply with the requirements of the Bid Specifications.

In the event that the financial statements prepared on behalf of the parent company

are determined (based upon the above-described review) not to be the equivalent of financial statements of the subsidiary Bidder, the subsidiary Bidder may nonetheless utilize such financial statements for purposes of the Bid Specifications if the parent company agrees to guarantee the performance of the subsidiary Bidder under the terms of the Combined Services Agreement.

In such event, the parent company shall execute the applicable Guarantor Agreement (Form A-17). 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 and the Guarantor Agreement is submitted as part of the Bid, the terms of the applicable agreement will be conformed to include appropriate provisions relating to the Guarantor, including the requirement that the Guarantor maintain the Minimum Financial Criteria during the Term of the Combined Services Agreement or be subject to the remedies set forth therein.

5. If the financial statements submitted by a Bidder pursuant to the above requirements reflects or references transactions between the Bidder and related parties (i.e. affiliates, subsidiaries, etc.), the Bidder shall also submit with such financial information such supporting documentation and written explanations as are required in order for the Authority to understand and evaluate such related party transactions. Such supporting documentation includes (but is not limited to) copies of loan agreements, leases, contracts, royalty agreements, etc.

6. Full information concerning any material changes in the mode of conducting business, bankruptcy proceedings, and mergers or acquisitions within the past two (2) years, or if 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.

7. Copy of State of New Jersey, Business Registration Certificate.

5.3.5 Relevant Experience of Bidder

Each Bidder must complete and submit Form A-7, Statement of Relevant Experience, setting forth the Bidder's experience in providing the Combined Services.

5.3.6 Volume I: Cost and Contractual Proposal

5.3.6.1 Cost Proposal

Each Bid shall set forth, on the forms provided in Appendix B, the following:

(a) A Unit Price ("UP") for each Ton of Acceptable Waste for each year of the Combined Services Agreement.

(b) The tonnage capacity for which the Bidder proposes to provide Combined Services under the Combined Services Agreement (which in no case shall be less than 200,000 tons of Acceptable Waste)

(c) The name and location of the Transfer Station and/or Disposal Facility(ies) which the Bidder intend to utilize in performing Combined Services.

THE AUTHORITY DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ACCEPTABLE WASTE TO BE AVAILABLE FOR THE PROVISION OF COMBINED SERVICES.

Reference is made to Form B-1 for a detailed description of the information required to be submitted.

5.3.6.2 Contract Submission

At the time of Bid Submission, Bidders must submit (i) an executed copy of the Combined Services Agreement executed by a duly authorized representative of the Bidder; (ii) a corporate resolution or other evidence that the signatory to the Combined Services Agreement is duly authorized to execute the same; and (iii) an opinion of Bidder's counsel, in the form attached hereto as Form A-16, that the execution of the Combined Services Agreement is duly authorized and the Combined Services Agreement is enforceable against the Bidder in accordance with its terms.

SUBMISSION OF A SUBSTITUTE COMBINED SERVICES AGREEMENT OR MODIFICATIONS TO THE FORM OF THE COMBINED SERVICES AGREEMENT AS SET FORTH IN APPENDIX C TO THESE BID SPECIFICATIONS IS NOT PERMITTED. Any Bid that includes anything other than an executed copy of the form of the Combined Services Agreement will be deemed non-responsive and disqualified at the sole discretion of the Authority.

5.3.6.3 Transportation Services by Rail

If the Bidder proposes to provide transportation services by rail, as part of its Bid Submission, the Bidder must submit, at the time of Bid Submission, (together with Form A-8, entitled "Equipment and Facility Certification") one (1) copy of the of any contracts (including subcontracts and leases or other agreements) executed by the

Bidder in order to undertake provision of the transportation services by rail.

5.3.6.4 Transfer Station Services.

A. Complete Form A-23

B. Provide the following documents for each Transfer Station at the time of Bid Submission:

- (1) a complete copy of all applicable permits, licenses and approvals, with all conditions and any other permits issued in connection with the Transfer Station;
- (2) if permit applications are presently pending with respect to the Transfer Station, a complete copy of all such permit applications;
- (3) If permit applications are presently pending with respect to the Transfer Station, a complete copy of all comment letters issued by any applicable regulatory agencies;
- (4) if the Transfer Station is located In the State of New Jersey, evidence of the Successful Bidder's approved A901 Registration as required by N.J.S.A. 13:1 E-126 et seq. or other such equivalent approval as may be required pursuant to applicable regulations of other host jurisdictions;
- (5) a copy of the most recent certification of the Transfer Station's weigh scale facility as required by the New Jersey Department of Law and Public Safety, Office of Weights and Measures or equivalent regulatory authority from other host jurisdictions; and
- (6) if the Transfer Station is located in the State of New Jersey, a copy of the certified amendment to the District Solid Waste Management Plan including the subject Transfer Station in the Solid Waste Management Plan of the district where the Transfer Station is located.

5.3.6.5 Transportation Services.

Provide the following documents for each Transfer Station:

1. List of all equipment to be dedicated to the performance of the Transportation Services, including NJDEP registration numbers or other applicable registration numbers from the host jurisdiction, except to the extent otherwise provided above.

2. Copy of Certificate of Public Necessity and Convenience issued by the NJDEP or other applicable permit, license or approval from the host jurisdiction.

3. Copy of ICC Carrier's Certificate.

4. Certification that the Bidder owns and/or controls all equipment to be used in the performance of the Transportation Services, and if the Bidder does not own such equipment, a copy of any lease or license agreements that entitle the Bidder to direct the use of the equipment during the Term of the Combined Services Agreement.

5.3.6.6 Landfill Services.

Provide the following documentation for each Landfill:

1. A complete copy of any permits, licenses or approvals issued in connection with the Disposal Facility(ies) covered by the Bid;

2. A complete copy of all operating rules and regulations relating to the Disposal Facility(ies) covered by the Bid;

3. If permit applications are presently pending with respect to the Disposal Facility(ies) covered by the Bid, a complete copy of all such permit applications;

4. If permit applications are presently pending with respect to the Disposal Facility(ies) covered by the Bid, a complete copy of all comments letters issued by an applicable regulatory agencies;

5. If the Landfill(s) to be utilized for the Combined Services (a) is (are) located within one half (1/2) mile of a public groundwater supply, or (b) is (are) located directly over an aquifer which is used for potable drinking water purposes, the Bidder shall provide the results from samples taken during the previous twelve (12) months from the groundwater monitoring wells described in Section 3.4.2 herein;

6. In the event that the Disposal Facility(ies) is (are) located in a jurisdiction that requires testing or approval of Acceptable Waste from a specific source prior to disposal in the Disposal Facility (ies) proposed in the Bid, a Bidder must provide, at a minimum, the following:

a. A detailed description of the regulatory approval requirements and process, citing specific statutory or regulatory references and including any information

required to be supplied by the Authority in order to obtain such approval;

b. The regulatory time frames and the Bidder's schedule for obtaining such approvals, including the date by which information required to be supplied by the Authority pursuant to (1) above must be supplied in order to assure that such regulatory approvals will be obtained prior to January 1, 2026;

c. Identification of properly licensed and permitted disposal sites for the Acceptable Waste if the Successful Bidder's regulatory approvals to dispose of the Acceptable Waste at Disposal Facility(ies) proposed in the Bid are not, or cannot be, obtained on or before January 1, 2026; and

d. Identification of properly licensed and permitted disposal sites for Acceptable Waste if the Acceptable Waste delivered to the Disposal Facility(ies) is deemed to be hazardous; provided however, that if such identification cannot be provided with the Bid, an explanation setting forth the reasons for the inability of the Bidder to provide such information as part of its Bid. In such event, the Bidder will nonetheless be required to provide such information (if selected as the Successful Bidder) no later than thirty (30) days subsequent to execution of the Combined Services Agreement. If the Successful Bidder fails to meet this requirement, the Authority may, at its sole option, terminate the Combined Services Agreement.

7. In the event that any Disposal Facility(ies) proposed in the Bid is (are) located in a jurisdiction(s) that has enacted or proposed any legislation and/or regulations that would limit the amount of solid waste or restricts the amount of out-of-state waste permitted to be disposed of in the Disposal Facility(ies), the following, at a minimum, must be provided:

a. A written description of such limitations and the impact, if any, on the terms and conditions of the Bid.

b. Whether the amount of waste accepted at the Disposal Facility(ies) located within such jurisdiction and proposed in the Bid will cause the amount of waste accepted at such Disposal Facility(ies) to exceed the amount of out-of-state waste permitted under such statute and/or regulation.

c. Whether performance of the Bidder's obligations in accordance with terms and conditions of the Bid Specifications is subject to the receipt of any permit for a new Disposal Facility(ies) or expansion of the existing Disposal Facility(ies). If so, please describe how the Bidder's performance would be affected.

In addition, the Technical Bid shall include any other relevant information relating to

such statute and/or regulation that the Bidder believes would be important to the Authority in evaluating the Bid to determine whether such Bid conforms to the requirements of the Bid Specifications.

5.3.7 Volume II: Technical Bid

5.3.7.1 Combined Services

5.3.7.1.1 Combined Services Technical Bid Requirements

The Technical Bid, which shall be submitted as Volume II of the Bid, must describe in detail the proposed technical aspects of the Transfer Station and transportation methods to be utilized in providing Combined Services. The Technical Bid may not attach the minimum technical requirements described in Section 3 hereof to the Bid or make any cross-reference thereto in lieu of a discussion of such requirements in the Technical Bid. The Technical Bid must be an independent document that contains, among other things, adequate information, data and conceptual design drawings to clearly and completely demonstrate that (a) Bidder complies with the requirements described in Section 3 of these Bid Specifications, and (b) the Transfer Station and transportation methods to be utilized in providing Combined Services, at a minimum, will be able to provide the Combined Services outlined in these Bid Specifications and in the Combined Services Agreement.

5.3.7.1.2 Transfer Station

The Technical Bid for Combined Services shall, at a minimum, include the following:

- (1) A description of the approved truck routes to and from the Transfer Station;
- (2) The maximum daily, weekly, monthly and yearly tonnage of Acceptable Waste for which the Transfer Station has available, permitted capacity, and proposes to, receive, weigh, process and load in accordance with these Bid Specifications;

- (3) 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;
- (4) Methods and procedures to be utilized to ensure that only Acceptable Waste is received at the Transfer Station;
- (5) 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;
- (6) Methods and procedures to be utilized to control noise in accordance with the applicable requirements or other such equivalent requirements pursuant to applicable regulations of other host jurisdictions;
- (7) Methods and procedures that will be used to control litter on the Transfer Station site and to prevent litter off-site;
- (8) 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; and
- (9) Location and the number of transfer trailers that can be accommodated at the Successful Bidder's staging area.

5.3.7.1.3 Additional Documents to be Submitted with Combined Services Technical Bid

In addition, Bidder shall submit the following documents, for the Transfer Station, as part of its Technical Bid:

- (1) A complete copy of any Environmental Health and Impact Statements, if any, prepared in connection with the Transfer Station;
- (2) A complete copy of all applicable permits, licenses and approvals, with all conditions and any other permits issued in connection with the Transfer Station;
- (3) If permit applications are presently pending with respect to the Transfer Station, a complete copy of all such permit applications;

- (4) If permit applications are presently pending with respect to the Transfer Station, a complete copy of all comment letters issued by any applicable regulatory agencies;
- (5) A certification of 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;
- (6) If the Transfer Station is located in the State of New Jersey, evidence of the Bidder's approved A901 Registration as required by N.J.S.A. 13:1E-126 et seq., or other such equivalent approval as may be required pursuant to applicable regulations of other host jurisdictions, if such A901 Registration or equivalent is necessary under Applicable Law;
- (7) Copies of the Monthly Tonnage Reports and a summary of the Daily Tonnage Reports for the previous one (1) year;
- (8) A copy of the most recent certification of the Transfer Station's weigh scale facility as required by the New Jersey Department of Law and Public Safety, Office of Weights and Measures or equivalent regulatory authority from other host jurisdictions;
- (9) If the Transfer Station is located in the State of New Jersey, a copy of the certified amendment to the District Solid Waste Management Plan, including the subject Transfer Station in the Solid Waste Management Plan of the district where the Transfer Station is located, if necessary under Applicable Law;
- (10) A copy of all contracts currently in place for the acceptance of solid waste at the Transfer Station; and
- (11) Copy of Host Agreement or Agreements with respect to the Disposal Facility proposed to be used by Bidder.

5.3.7.1.4 Transportation

The following technical requirements must be complied with and documentation, when required, must be submitted by each Bidder for Combined Services:

- (1) Transport vehicles and containers shall be of the following types: roll-off containers, top loading vehicles. All vehicles shall be capable of being completely covered. The Bidder shall, at the time of submission of its Bid,

provide evidence showing ownership, lease, or control of all the necessary vehicles, containers, and/or equipment required by the Bid Specifications as set forth in Form A-8. If the Bidder is not the actual owner or lessee of any such equipment, such Bid shall state the source from which the vehicles, containers and/or equipment shall be obtained, and shall be accompanied by a certificate from the owner or person in control of the vehicles, containers and/or equipment that the same will be provided to the Bidder for the duration of the Term of the Combined Services Agreement.

- (2) All vehicles, including trailers, and containers used for provision of transportation services shall be certified by the NJDEP, Division of Solid Waste Management, or other host jurisdiction and shall have a valid certified registration, if necessary under Applicable Law. In the event that the vehicles and containers intended to be used for the provision of Transportation Services have not, as of the date established for submission of Bids, received valid certified registrations, all such registrations must be received (and evidenced thereof delivered to the Authority) on or prior to the date that the Authority designates the Successful Bidder and is prepared to execute the Combined Services Agreement. In the event that the Successful Bidder is not able to provide evidence of receipt of such valid registrations by such date, the Authority reserves the right, at its sole option, not to award the Combined Services Agreement to such Bidder.
- (3) If a vehicle or container does not conform to Applicable Laws or to these Bid Specifications at any time during the performance of Combined Services, the Bidder will be obligated to supply a conforming vehicle or container to carry the nonconforming vehicle or container's load within four (4) hours.
- (4) All vehicles or containers shall 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. The Bidder shall have means of ensuring that the vehicles or containers do not litter the highways.
- (5) All vehicles and containers shall have gasketed doors and shall be watertight to prevent seepage of water or wet Acceptable Waste onto the roadways.

- (6) The Successful Bidder must have been engaged in the business of transporting solid waste for a period of one (1) year prior to the date established for the submission of Bids.
- (7) All rail transport containers shall be capable of being completely covered. The Bidder shall, at the time of submission of its Bid, provide evidence showing ownership, lease, or control of all the necessary equipment required by the Bid. If the Bidder is not the actual owner or lessee of any such equipment, such Bid shall state the source from which the equipment shall be obtained, and shall be accompanied by a certificate from the owner or person in control of the equipment that the same will be provided to the Bidder for the duration of the Term of the Combined Services Agreement.
- (8) All rail transportation equipment (including containers) used in connection with provision of the transportation services shall be certified by NJDEP, Division of Solid Waste Management, or other regulatory agency of the host jurisdiction, and shall have a valid certified registration, if necessary under Applicable Law. In the event that the vehicles and containers intended to be used for the provision of transportation services have not, as of the date established for submission of bids, received valid certified registrations, all such registrations must be received (and evidence thereof delivered to the Authority) on or prior to the date that the Authority designates the Successful Bidder and is prepared to execute the Combined Services Agreement. In the event that the Successful Bidder is not able to provide evidence of receipt of such valid registrations by such date, the Authority reserves the right, at its sole option, not to award the Combined Services Agreement to such Bidder.
- (9) If a container (or other equipment) does not conform to Applicable Laws at any time during the performance of Combined Services, the Bidder shall supply a conforming container (or equipment) to carry the nonconforming container's load within four (4) hours.
- (10) All containers shall be covered at all times from completion of loading until unloading. The Bidder shall have means of ensuring that the containers do not litter the railways.
- (11) All vehicles, trailers, and/or containers shall have gasketed doors and shall be watertight to prevent seepage of water or wet Acceptable Waste onto the railways.

- (12) List of all equipment to be dedicated to the performance of the transportation services, including NJDEP registration numbers or other applicable registration numbers from the host jurisdiction, except to the extent otherwise provided above.
- (13) Copy of Certificate of Public Necessity and Convenience issued by the NJDEP or other applicable permit, license or approval from the host jurisdiction, if necessary under Applicable Law.
- (14) Copy of federal Carrier's Certificate, if necessary under Applicable Law; and
- (15) Certification that the Bidder owns and/or controls all equipment to be used in the performance of the transportation services, and if the Bidder does not own such equipment, a copy of any lease or license agreements that entitle the Bidder to direct the use of the equipment during the Term of the Combined Services Agreement.

5.3.7.2 Disposal Services

5.3.7.2.1 Combined Services Technical Bid Requirements

The Technical Bid, which shall be submitted as Volume II of the Bid, must describe in detail the proposed technical aspects of the Disposal Facility(ies) to be utilized in providing Combined Services. The Technical Bid may not attach the minimum technical requirements described in Section 3 hereof to the Bid or make any cross-reference thereto in lieu of a discussion of such requirements in the Technical Bid. The Technical Bid must be an independent document that contains, among other things, adequate information, data and conceptual design drawings to clearly and completely demonstrate that (a) the Bidder complies with the requirements described in Section 3 of these Bid Specifications, and (b) the Disposal Facility(ies) to be utilized in providing Combined Services, at a minimum, will be able to provide the Combined Services, as the case may be, outlined in these Bid Specifications and in the Combined Services Agreement.

5.3.7.2.2 Landfills

If the Bid submitted for Combined Services relies upon use of a Landfill(s), the Technical Bid, at a minimum, shall describe the following:

- 1. The landfill liners;
- 2. The leachate collection and treatment system;

3. The operating protocol for the scales at the Landfill(s);
4. Arrangements and protocol for final cover and deactivation of the Landfill(s);
5. Number, location, type and current sampling frequency of groundwater monitoring wells;
6. 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;
7. 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 of containers; ;
8. The distance of the Landfill(s) from a public groundwater supply and a statement as to whether or not such Landfill(s) is (are) located directly over an aquifer which is used for potable drinking water purposes; and
9. The date of purchase or lease of the Landfills (or the real property upon which same are constructed) and identification of the person or entity from whom such Landfills (or such real property) was acquired or leased.

5.3.7.2.3 Additional Documents to be Submitted with Combined Services Technical Bid

In addition to the above requirements, the Technical Bid must also provide all relevant technical information concerning the Disposal Facility(ies) proposed to be utilized in providing Combined Services. Each Bidder shall include the following documents as part of its Technical Bid:

1. A complete copy of any Environmental Health and Impact Statements, if any;

2. A complete copy of any permits, licenses, or approvals issued in connection with the Disposal Facility(ies) covered by the Bid;
3. A complete copy of all operating rules and regulations relating to the Disposal Facility(ies) covered by the Bid;
4. If permit applications are presently pending with respect to the Disposal Facility(ies) covered by the Bid, a complete copy of all such permit applications;
5. If permit applications are presently pending with respect to the Disposal Facility(ies) covered by the Bid, a complete copy of all comments letters issued by an applicable regulatory agencies;
6. If the Combined Services are to be provided through the use of Landfill(s) and if the Landfill(s) (a) is (are) located within ½ mile of a public groundwater supply, or (b) is (are) located directly over an aquifer which is used for potable drinking water purposes, the Bidder shall provide the results from samples taken during the previous twelve (12) months from the groundwater monitoring wells described in Section 3.4.2 herein;
7. A certification, executed by the Bidder, stating: (1) the types of categories of Acceptable Waste permitted to be disposed of in the Disposal Facility(ies), and (2) the maximum daily amount of Acceptable Waste that the Disposal Facility(ies) is(are) permitted to accept;
8. A certification of all other commitments (formal or informal) for disposal of solid waste at the Disposal Facility(ies); and
9. Copy of Host Agreement or Agreements with respect to the Disposal Facility proposed to be used by Bidder.

5.3.7.2.4 Regulatory Approval Requirements for Disposal of Acceptable Waste

In the event that the Disposal Facility(ies) is(are) located in a jurisdiction that requires testing or approval of Acceptable Waste from a specific source prior to disposal in the Disposal Facility(ies) proposed in the Bid, a Bidder must provide, at a minimum, the following:

- (1) A detailed description of the regulatory approval requirements and process, citing specific statutory or regulatory references and including

any information required to be supplied by the Authority in order to obtain such approval;

- (2) The regulatory time frames and the Bidder's schedule for obtaining such approvals, including the date by which information required to be supplied by the Authority pursuant to (1) above must be supplied in order to assure that such regulatory approvals will be obtained prior to the Commencement Date; and
- (3) Identification of properly licensed and permitted disposal sites for the Acceptable Waste if the Successful Bidder's regulatory approvals to dispose of the Acceptable Waste at Disposal Facility(ies) proposed in the Bid are not, or cannot be, obtained on or before the Commencement Date; and
- (4) Identification of properly licensed and permitted disposal sites for Acceptable Waste if the Acceptable Waste delivered to the Disposal Facility(ies) is deemed to be hazardous; provided however, that if such identification cannot be provided with the Bid, an explanation setting forth the reasons for the inability of the Bidder to provide such information as part of its Bid. In such event, the Bidder will nonetheless be required to provide such information (if selected as the Successful Bidder) no later than thirty (30) days subsequent to execution of the Combined Services Agreement. If the Successful Bidder fails to meet this requirement, the Authority may, at its sole option, terminate the Combined Services Agreement.

5.3.7.2.5 Statutory or Regulatory Requirements Relating to Disposal Facility(ies) and Delivery of Solid Waste from Other Jurisdictions

In the event that any Disposal Facility(ies) proposed in the Bid is(are) located in a jurisdiction(s) that has enacted or proposed any legislation and/or regulations that would limit the amount of solid waste or restricts the amount of out-of-state waste permitted to be disposed of in the Disposal Facility(ies), the following, at a minimum, must be provided:

- (1) A written description of such limitations and the impact, if any, on the terms and conditions of the Bid;
- (2) Whether the amount of waste accepted at the Disposal Facility(ies) located within such jurisdiction and proposed in the Bid will cause the amount of waste accepted at such Disposal Facility(ies) to exceed the

amount of out-of-state waste permitted under such statute and/or regulation; and

- (3) Whether performance of the Bidder's obligations in accordance with terms and conditions of the Bid Specifications is subject to the receipt of any permit for a new Disposal Facility(ies) or expansion of the existing Disposal Facility(ies). If so, Bidder must describe how the Bidder's performance would be affected.

In addition, the Technical Bid shall include any other relevant information relating to such statute and/or regulation that the Bidder believes would be important to the Authority in evaluating the Bid to determine whether such Bid conforms to the requirements of the Bid Specifications.

5.4 INFORMATION TO BE SUBMITTED TO THE AUTHORITY

5.4.1 Information Required to be Submitted with the Bids

The following sets forth the forms and information to be provided with each Bid at the time of submission, which is provided solely for the convenience of the Bidders and is not intended to be comprehensive. Each Bidder should refer to Sections 1, 2, 3, 4 and this Section 5 herein for a complete listing and explanation of all information to be submitted with its Bid.

A) Forms Required from all Bidders at the Time of Bid Submission

1. Bidder Information/Cover Letter Form (Form A-1)
2. Bid Security or Bid Bond (Form A-2 or A-3)
3. Consent of Surety (for Performance Bond) or Consent of Bank (for Performance Letter of Credit) (Form A-10 or A-12)
4. Ownership Disclosure Statement (Form A-4)
5. Non-Collusion Affidavit (Form A-5)
6. Consent to Investigation (Form A-6)
7. Statement of Financial Qualifications (Form A-9)
8. Acknowledgement Receipt of Addenda (Form A-18)

9. Cost Proposal (Form B-1)
10. Statement of Relevant Experience (Form A-7)
11. Equipment and Facility Certification (Form A-8)
12. Form of Opinion of Bidder's Counsel Regarding Enforceability of the Combined Services Agreement (Form A-16)
13. List of Equipment (Form A-19)
14. Certification of Owner of Equipment Not Owned or Controlled by Bidder (Form A-20)
15. Affirmative Action Fact Sheet (Form A-21)
16. Landfill Questionnaire (Form A-22)
17. Transfer Station Questionnaire (Form A-23)
18. Transportation Certification (Form A-24)
19. Proposed Subcontractors (Form A-26)
20. Affidavit of Non-Debarred Status (Form A-27)
21. Certification as to Status of Permits Required Under Contract (Form A-28)
22. Guarantor Agreement, if applicable (Form A-17)
23. Surety Disclosure Statement and Certificate (Form A-25)
24. Certification as to the American with Disabilities Act (Form A-29)
25. Combined Certification of Non-Involvement in Prohibited Activities in Russia and Belarus and Investment Activities in Iran (Form A-30)

B) Additional Information to be Included with Bid at the Time of Bid Submission:

1. A statement signed by Bidder setting forth each violation of an environmental law or regulation for which Bidder has been cited during the past five years, if any. In the

event that violations have occurred, attach a copy of each violation, citation or notice, as well as any agreements or orders, including consent orders, resulting therefrom. Bidder shall include an explanation regarding the violation(s), setting forth any mitigating facts.

2. Corporate resolution or other evidence of authorization to execute. Bidder's Information/Cover Letter (Form A-1) shall be completed in full, in accordance with the requirements of Section 5.1.10.

3. Statement regarding description of regulatory requirements or laws that affect the provision of the Combined Services.

4. Financial Statements (with Form A-9) **See Section 5.3.4 hereof.**

5. If applicable, most recent Form 10-K and all Form 10-Q's since last Form 10-K (with Form A-9).

6. Statement regarding any material changes in the Bidder's (or, to the extent applicable, the Guarantor) mode of conducting business, bankruptcy proceedings, and mergers and acquisitions within the past three years, to the extent applicable.

7. If applicable, copy of partnership, joint venture or similar agreement (with Form A-9).

8. Organizational Chart of Bidder, identifying positions and persons occupying positions.

9. Copy of executed Combined Services Agreement.

10. Copy of corporate resolution authorizing execution of applicable agreement, if Bidder is corporation, or of partnership, or joint venture or similar entity's approval to authorize submission of the Bids(s), as appropriate.

11. For foreign corporations, evidence of authorization to conduct business in the State of New Jersey.

12. For all corporations, a certified copy of the corporate by-laws and the articles of incorporation, plus a certificate of good standing. For all limited liability companies, a certified copy of the certificate of formation and operating agreement, plus a certificate of good standing.

13. Any applicable permits, licenses or approvals. The Successful Bidder must comply with all laws, applicable regulations, policies and interpretations of the NJDEP or other regulatory agency of host jurisdiction, as well as court decisions concerning permitting in the State of New Jersey or other host jurisdiction, and shall be responsible of assuring that all such permits are held by the Bidder to the extent required under the terms of such regulations, court decisions or otherwise.

14. Technical information required by Section 5.3.7.

5.4.2 Information To Be Provided by the Successful Bidder Subsequent to Notice of Award but prior to Contract Execution by Authority

1. Certificates of insurance of the types in the amounts set forth in Section 5.1.8 hereof of the Agreement.

2. A Performance Bond or a Performance Letter of Credit (See Section 4.1)

3. Opinion of counsel to the Bank with Respect to the Performance Letter of Credit in substantially the form set forth in the Bid Specifications (Form A-14).

4. Opinion of counsel to the Successful Bidder with Respect to the Performance Letter of Credit in substantially the form set forth in the Bid Specifications (Form A-15).

5. A certificate of the Successful Bidder confirming that all of the representations, warranties and covenants set forth in the Combined Services Agreement are true and correct as of the Commencement Date.

6. A certificate or letter of an independent consulting engineer, acceptable to the Authority, as to permitted capacity and remaining capacity at the Landfill(s) and the status of permits relating to acceptance of solid waste at the Landfill(s).

7. 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 and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

8. Such additional documentation as Authority may reasonably request.

SECTION 6 EVALUATION OF THE BIDS

6.1 GENERAL

The objective of the ECUA in seeking Bids is to enable it to select the lowest responsible Bidder for the provision of Combined Services that will provide the most complete, dependable, cost effective and environmentally sound Combined Services. Each section of the Bid will be evaluated in terms of the Bid's cost, the reasonableness of the claims and/or commitments made, the completeness of the data provided, the reliability of the approach taken, and conformance with the requirements of and the instructions provided in the Bid Specifications. The ECUA will evaluate the Bids as to the technical, economic, and contractual aspects of each Bid.

Evaluation of the bids will be based upon the lowest responsible Bid submitted by a qualified Bidder. Bids shall be expressed as a per Ton Unit Price for each year of the Term of the applicable Agreement.

THE ECUA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

SECTION 7 "Pay to Play" – Notice of Disclosure Requirement

Any business entity that has received \$50,000.00 or more in contracts for government entities in a calendar year is required to file an annual disclosure report with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.27. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.