

CITY OF VINELAND

RESOLUTION NO. 2014- 253

A RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE PRICING SYSTEM AGREEMENT TO PARTICIPATE IN THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY RECYCLING BIN PURCHASING SYSTEM.

WHEREAS, N.J.S.A. 40A:11-11 authorizes contracting units to enter into Cooperative Pricing Agreements; and

WHEREAS, the Cumberland County Improvement Authority, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purpose of purchasing recycling bins; and

WHEREAS, the City of Vineland, County of Cumberland, State of New Jersey, desires to participate in the Cumberland County Improvement Authority Recycling Bin Pricing System;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Vineland, County of Cumberland, State of New Jersey, as follows:

1. THAT this Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the City of Vineland.
2. THAT pursuant to the provisions of N.J.S.A. 40A:11-11(5) the Mayor and Clerk are hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.
3. THAT the Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.
4. THAT this resolution shall take effect immediately upon passage.

Adopted:

President of Council

ATTEST:

City Clerk



Yvonne
Bonnie

RECEIVED

MAY 30 2014

CITY OF VINELAND
BUSINESS ADMIN.

May 13, 2014

Mr. Ruben Bermudez, Mayor
City of Vineland
City Hall
P.O. Box 1508
Vineland, New Jersey 08362-1508

Re: Cooperative Pricing System Agreement
Recycling Bin Purchasing System

Dear Mayor Bermudez:

Enclosed please find the Cumberland County Improvement Authority's Resolution #2014-066 which was adopted at our Regular Board Meeting on April 23, 2014. Also enclosed are two (2) copies of the agreement for the City of Vineland. Please sign both copies where indicated and return to me at your earliest convenience. Once the agreements have been fully executed by the Improvement Authority, we will return one (1) original to you for your records.

Please send a purchase order with your agreements to expedite the ordering process.

If you have any questions or need additional information, please do not hesitate to contact our Executive Director or our Recycling Coordinator. I have included their contact information below for your convenience.

Gerard Velazquez, III
Executive Director
jvelazquez@ccia-net.com
856-825-3700 #1150

Anthony J. Riviera, III
Recycling Coordinator
triviera@ccia-net.com
856-825-3700 #2010

We look forward to partnering with you in serving the needs of our county residents and keeping our communities clean!

Sincerely,

Donna R. Beron

Donna R. Beron
Executive Secretary

DRB:s

Enclosure

c: Gerard Velazquez, III
Anthony J. Riviera, III



Cumberland County Improvement Authority

Yes No Abstain Absent

	Yes	No	Abstain	Absent
KELLY	X			
NEDOHON	X			
VELEZ	X			
JONES	X			
OLIVIO	X			

Resolution Number: 2014-066
 Dated: April 23, 2014
 Offered By: Mr. Velez
 Seconded By: Mr. Nedohon

ADOPTION OF COOPERATIVE PRICING AGREEMENT

WHEREAS, the Cumberland County Improvement Authority (“Authority”) desires to enter into a Cooperative Pricing Agreement (the “Agreement”) with the municipalities listed on Exhibit A (the “Municipalities”) for the purpose of purchasing recycling bins attached hereto as Exhibit B; and

WHEREAS, the Authority shall provide expressed services under the terms of the Agreement as the Lead Agency (as defined therein); and

WHEREAS, the Municipalities are each amenable to entering into this Agreement; and

WHEREAS, pursuant to sections the Local Public Contracts Law, specifically N.J.S.A 40A:11-11(5), contracting units may by resolution establish procedures whereby one participating contracting unit in the cooperative pricing system shall be empowered to advertise and receive bids to provide prices for all other participating contracting units in such system for the provision or performance of goods or services.

NOW THEREFORE, BE IT RESOLVED BY THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY, as follows:

1. The Executive Director of this Authority is hereby authorized to enter into such agreements and execute such documents as shall be necessary to execute the Agreement as set forth in this resolution.

Passed and adopted at a meeting of the Cumberland County Improvement Authority held at its offices located at 2 N. High Street, Millville, New Jersey on Wednesday, April 23, 2014, at 4:00 p.m. prevailing time.

COOPERATIVE PRICING SYSTEM AGREEMENT

Cumberland County Improvement Authority Recycling Bin Purchasing System

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this ____ day of _____ 20__, between the Cumberland County Improvement Authority (“CCIA” or “Lead Agency”) and those certain municipalities within the County of Cumberland, each having a name and address as expressed in Exhibit A attached hereto (collectively the “Municipalities”), who desire to participate in the Cumberland County Improvement Authority Recycling Bin Purchasing System.

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two (2) or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the CCIA is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms, and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include the purchase of recycling containers and such other items as two (2) or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter in January of each succeeding year publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.

- (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating Municipalities.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.
4. Each of the participating Municipalities shall designate, in writing, to the CCIA, the items to be purchased and indicate therein the approximate quantities desired, location for delivery and other requirements, to permit the preparation of specifications as provided by law.
 5. The specifications shall be prepared and approved by the CCIA and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
 6. A single advertisement for bids or the solicitation of informal quotations for the goods to be purchased shall be prepared by the CCIA on behalf of all of the participating Municipalities desiring to purchase any item.
 7. When advertising for bids or soliciting informal quotations, the CCIA shall receive bids or quotations on behalf of all participating Municipalities. Following the receipt of bids, the CCIA shall review said bids and on behalf of all participating Municipalities, either reject all or certain of the bids or make one (1) award to the lowest responsible bidder or bidders for each separate item. This award shall result in the CCIA entering into a Master Contract with the successful bidder(s) providing for two (2) categories of purchases:
 - (A) The quantities ordered for the CCIA's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other participating Municipalities by separate contracts, subject to the specifications and prices set forth in the CCIA's Master Contract.
 8. The CCIA shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
 9. Each of the participating Municipalities shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
 10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating Municipality. Each of the participating Municipalities shall accordingly be

liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.

11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating Municipalities.
12. No participating Municipality in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The CCIA reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating Municipalities are either not beneficial or not workable.
14. The CCIA shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. It is agreed that each participating Municipalities shall pay the CCIA an annual fee of Ø as its estimated prorated share of the administrative costs incurred by the CCIA. This amount shall be paid thirty (30) days from the receipt of billing from the CCIA. In the event this estimated prorated share should prove insufficient, each party agrees to pay an additional prorated sum to be determined by all of the participating contracting units.
16. Should the party designated as the Lead Agency change under any circumstances, the Director of the Division of Local Government Services within the State Department of Community Affairs shall be notified within thirty (30) days of any change in the designated Lead Agency.
17. This Agreement shall become effective on April 23, 2014, subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
18. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the Members of the System.
19. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
20. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY:

By: _____

Name: Gerard Velazquez, III

Title: Executive Director

FOR HOPEWELL TOWNSHIP:

By: _____

Name: Bruce Hankins

Title: Mayor

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY:

By: _____

Name: Gerard Velazquez, III

Title: Executive Director

FOR MAURICE RIVER TOWNSHIP:

By: _____

Name: Andrew Sarclette

Title: Mayor

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY:

By: _____

Name: Gerard Velazquez, III

Title: Executive Director

FOR THE CITY OF MILLVILLE:

By: _____

Name: Michael Santiago

Title: Mayor

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY:

By: _____

Name: Gerard Velazquez, III

Title: Executive Director

FOR SHILOH BOROUGH:

By: _____

Name: Harold Davis

Title: Mayor

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY:

By: _____

Name: Gerard Velazquez, III

Title: Executive Director

FOR STOW CREEK TOWNSHIP:

By: _____

Name: Randy Dickinson

Title: Mayor

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

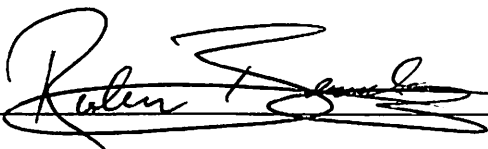
FOR THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY:

By: _____

Name: Gerard Velazquez, III

Title: Executive Director

FOR THE CITY OF VINELAND:

By:  _____

Name: Ruben Bermudez

Title: Mayor

EXHIBIT A
List of Municipalities by Name and Address

Mr. Bruce Hankins, Mayor
Hopewell Township
590 Shiloh Pike
Bridgeton, New Jersey 08302

Mr. Andrew Sarclette, Mayor
Maurice River Township
590 Main Street
P.O. Box 218
Leesburg, New Jersey 08327

Mr. Michael Santiago, Mayor
City of Millville
12 S. High Street
P.O. Box 609
Millville, New Jersey 08332

Mr. Harold Davis, Mayor
Shiloh Borough
P.O. Box 349
Shiloh, New Jersey 08353

Mr. Randy Dickinson, Mayor
Stow Creek Township
474 Macanippuck Road
Bridgeton, New Jersey 08302

Mr. Ruben Bermudez, Mayor
City of Vineland
640 E. Wood Street
P.O. Box 1508
Vineland, New Jersey 08362

EXHIBIT B

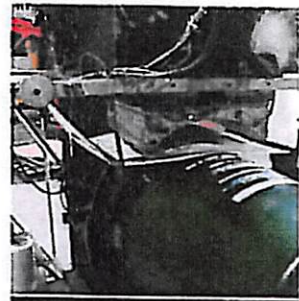
■ We deliver the most options available to help you "go green"

From the top down, this country is embracing "green initiatives". Municipalities, universities, corporations and military bases – they're all gearing up to do their part to reduce, reuse and recycle. And T.M. Fitzgerald & Associates is there to support them with **TRIPLECAN®** custom recycling containers nationwide.

Our **TRIPLECAN®** line provides everything you need for any size project – perfect for commingled recycling, green waste, trash and yard waste. You can choose capacities of 20, 25 or 32 gallons – or go with our new 50-quart model.

But size is just one option. You can also add a lid. Or a lid with a beverage hole or paper slot. Choose a solid bottom or one with drain holes.

We offer a large selection of standard colors, or you can request a custom color. Finish it all off with your choice of recycling logos or a custom imprint.



20 Gallon

25 Gallon

32 Gallon

100% recyclable material.
Made with recycled content.



Perfect for a family of four with weekly pick-ups

Extra height means greater capacity without more floor space

Holds more materials for less frequent collection

Container weight:	5.9 lbs	7.1 lbs	7.8 lbs
Container exterior height:	22.8"	29.3"	27.5"
Container interior height:	21.1"	27.6"	25.9"
Container diameter – top:	19.5"	19.5"	22.1"
Container diameter – bottom:	15.75"	15.25"	17.7"
Lid weight:	1.5 lbs	1.5 lbs	2.0 lbs
Lid style:	flat	flat	domed
Lid with hole available:	yes	yes	yes
Lid with slot available:	yes	yes	yes
Logo area:	center/shoulder	center/shoulder	center/shoulder
Reinforcing radial ribs (rim/base):	34/24	34/24	34/20