

**RESOLUTION AUTHORIZING PARTICIPATION IN THE NORTH
JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM OF
PASSAIC VALLEY SEWERAGE COMMISSION (PVSC)**

WHEREAS, the Rockaway Valley Regional Sewerage Authority (RVRSA), is authorized pursuant to the provisions of N.J.S.A. 40A:11-11(5), to enter into a Cooperative Pricing Agreement with the governing body of another contracting unit; and

WHEREAS, the Passaic Valley Sewerage Commission (PVSC) serves as the lead agency of the North Jersey Wastewater Cooperative Pricing System (NJWCPS) and is specifically authorized to establish cooperative purchasing programs pursuant to N.J.A.C. 5:34, and approved by the NJ Division of Local Government Services; and

WHEREAS, the NJWCPS has advertised and awarded contracts for a variety of goods and equipment; and

WHEREAS, the RVRSA desires to participate in a Cooperative Pricing System with the NJWCPS and desires to designate PVSC as "Lead Agency" for the conducting of certain functions relating to the purchase of work materials and supplies in a cost efficient manner for the benefit of RVRSA rate payers; and

WHEREAS, the RVRSA desires to become a member of the NJWCPS, at the earliest opportunity, and, that such membership shall be for the period ending November 24, 2019, and each renewal, thereafter of the system, unless RVRSA elects to formally withdraw from the system.

NOW, THEREFORE, BE IT RESOLVED, by the Rockaway Valley Regional Sewerage Authority, County of Morris and the State of New Jersey, as follows:

1. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Executive Director of the Rockaway Valley Regional Sewerage Authority is hereby authorized to enter into the attached Agreement with the Passaic Valley Sewerage Commission (PVSC), hereinafter referred to as the "Lead Agency," for membership in the North Jersey Wastewater

Cooperative Pricing System, for the conduct of certain functions relating to the purchase of work materials and supplies for their respective jurisdictions.

2. As Lead Agency, PVSC 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 relevant provisions of the revised statutes of the State of New Jersey.

3. This Resolution shall take effect immediately upon final passage and publication according to law.

CERTIFICATION

I hereby certify that this Resolution was adopted at a regularly scheduled meeting of the Rockaway Valley Regional Sewerage Authority held April 13, 2017.

On motion of Glenn Corbett

Second by Michael Guadagno

and a Roll Call Vote as Follows:

Yeas: (7) Andes, Cegelka, Corbett, Guadagno, Recchia, Rossi, Schorno

Nays: (0) None

Abstain: (1) Vincitore

Absent: (2) Lavery and Lowell


Michael Guadagno
Board Secretary

The Passaic Valley Sewerage Commission (PVSC) serves as the lead agency of the North Jersey Wastewater Cooperative Pricing System (NJWCPS). The NJWCPS has advertised and awarded contracts for a variety of goods and equipment including: Spare Parts, Instrumentation Equipment, Maintenance Chemicals, Motor Repair/Replacement, , Safety Equipment, Electrical Equipment, Laboratory Supplies, Tools and Accessories and Wireless Alarm and Monitoring Systems. The PVSC is permitted to accept and approve requests for additional membership. The process to add members is not complicated, and the PVSC currently operates the Cooperative at no cost for the member agencies. The governing body of your organization (municipal council, board of directors, etc.) will need to pass a resolution expressing their interest in joining the cooperative. Once in receipt of the resolution and agreement (both appear below in this document), PVSC will formally accept the new member by resolution of the Board of Commissioners. Finally, the state Local Government Services Unit approves the addition to the Cooperative. The members of the cooperative have meetings on an informal basis during the year to discuss contract needs and possible additional contracts to be advertised. The lead agency is also available to discuss individual member questions on an ongoing basis. Please contact me with any questions you may have at 973-817-5702.

RESOLUTION

WHEREAS, the _____ desires to become a member of the North Jersey Wastewater Cooperative Pricing System, NJWCPS, effective _____ and, that such membership shall be for the period ending November 24, 2019, and each renewal, thereafter of the system, unless _____ elects to formally withdraw from the system;

Now, therefore, be it resolved, that the _____ and _____
(Officers) (Officer)

are hereby authorized to execute the attached agreement for such membership.

Dated: _____ By: _____
CEO

Attest:

Provide three (3) certified copies, of Resolution and three (3) executed copies of Agreement to:

Thomas A. Fuscaldo, RPPO-QPA
Purchasing Agent
Passaic Valley Sewerage Commission
600 Wilson Avenue
Newark, New Jersey 07105

AGREEMENT
NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

PARTICIPANTS:

This agreement made and entered into this day of , 2017 by
and between the Passaic Valley Sewerage Commission (hereinafter referred to
as "PVSC") and

a governmental corporation of the State of New Jersey or Public Agency
located at

(hereinafter referred to as the "Participating Contracting Unit").

WITNESSETH:

LEGAL AUTHORITY:

WHEREAS, N.J.S. 40A:11-10 (5), specifically authorizes two or more contracting units to enter
into a Cooperative Pricing System and Agreement for the purchase of work, materials and
supplies; and

WORK TO BE PERFORMED:

WHEREAS, the Passaic Valley Sewerage Commission will conduct a Cooperative Pricing
System with Participating Contracting Units, utilizing administrative purchasing services and
facilities of the PVSC; and this Cooperative Pricing Agreement is to effect substantial economies
in the purchase of goods and supplies; and

WHEREAS, the PVSC wishes to operate the **North Jersey Wastewater Cooperative Pricing System** (hereinafter referred to as the NJWCPS) with the Bergen County Utilities Authority and the Joint Meeting of Essex and Union Counties, the Northwest Bergen County Utilities Authority, the Rahway Valley Sewerage Authority, and the Pequannock, Lincoln Park, Fairfield Sewerage Authority, the Town of Morristown, the Township of Wayne, City of Asbury Park, the Linden Roselle Sewerage Authority, the Sussex County Municipal Utilities Authority, the Township of Mine Hill, Musconetcong Sewerage Authority, the Borough of Fair Lawn, the Township of Morris and the Village of Ridgewood as well as other appropriate Public Agencies within or contingent to Northern New Jersey; and

WHEREAS, all parties hereto have approved the within Agreement by Ordinance or Resolution
as appropriate, 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 conditions hereinafter set forth, it is mutually
agreed as follows:

1. The goods or supplies to be priced cooperatively may include Spare Parts, Instrumentation
Equipment, Maintenance Chemicals, Motor Repair/Replacement/Installation, Safety Equipment,
Electrical Equipment, Laboratory Supplies, Wireless Monitoring and Alarm System Equipment,

Bulk Chemicals and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis, providing the PVSC consents to these other items.

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.

ADMINISTRATION AND OPERATION OF SYSTEM:

2. The PVSC, on behalf of all participating contracting units, at the beginning of participating in the NJWCPS, and during each January thereafter, shall publish a legal advertisement in such format as required by the State Division of Local Government Services in a newspaper normally used for such purposes by it to include such information as:

- (1) The name of the participating contracting units, and
- (2) The name of the Cooperative Pricing System soliciting competitive bids or informal quotations, and
- (3) The address and telephone number of the NJWCPS, and
- (4) The State Identification Code for the Cooperative Pricing System, and
- (5) The expiration date of the Cooperative Pricing Agreement.

3. The specifications shall be prepared and approved by the NJWPCS and filed as required by law, and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

4. The NJWPCS may provide the Participating Units with the copies of the specifications at least thirty (30) days prior to seeking bids and will notify the Participating Contracting Units, in writing, of the item(s) on which it will seek bids. Fifteen (15) days prior to advertising, each of the participating contracting units shall designate, in writing, to the NJWCPS, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation and filing of specifications as provided by law.

The NJWPCS will call a meeting of all Participating Contracting Units each December in order to provide the participants with an opportunity to discuss the goods or services to be priced cooperatively and the terms of the specifications for the next calendar year.

5. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be presented on behalf of all of the Participating Contracting Units desiring to purchase any item by the NJWPCS in the Cooperative Pricing System.

6. In seeking bids the NJWCPS will include in the specifications two categories upon which bids are sought: (a) the PVSC's requirements, stated in definite quantities; and (b) the Participating Contracting Units, stated as an estimated total quantity of the needs of all the other Participating Contracting Unit. The specification for this category shall list the other Participating Contracting Units, their delivery address, their estimated maximum quantities and other relevant information to permit the bidder to understand what is potentially involved. The bids will contain: (1) a provision stating that contracts shall be in compliance with N.J.A.C. 5:30-5.5 (B), open-end contract rules; and (2) language requiring the bid price(s) to be stated so that it is uniform with respect to both categories (the NJWCPS and other Participating Contracting Units).

The provision with respect to the other contracting units category will allow the bidder to indicate if it is willing to provide the item(s) bid upon to other participating contracting units in the system; or if it is not willing to extend prices to other participating units in the

systems.

7. The NJWCPS shall advertise for bids or the solicitation of informal quotations and shall receive bids or quotations on behalf of all Participating Contracting Units. Following the receipt of bids, the NJWCPS shall review said bids and on behalf of all Participating Contracting Units, either reject all or certain of the bids or make an award to the lowest responsible bidder or bidders for each separate item. This award shall result in the NJWCPS entering into a master contract with the successful bidder(s)

8. The PVSC shall enter into a formal written contract(s), when required by law, directly with the successful bidder(s) only after it has certified the funds available only for its own needs ordered. Each Participating Contracting Unit 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 the successful bidder(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful bidder(s); make payment directly to the successful bidder(s); and be responsible for any tax liability. 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 Contracting Units and 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. The provisions of this paragraph shall be quoted or referred to and sufficiently described in all advertisements for bids by the NJWCPS so that each bidder shall be on notice as to the respective responsibilities and liabilities of the Participating Contracting Units. The NJWCPS shall supply the Participating Contracting Units with copies of the specifications, name of successful bidder, prices awarded and the contract identification number. Each Participating Contracting Unit may then order directly from that vendor by purchase order if under the appropriate statutory bid limit or by contract of the governing body or agency if over the appropriate statutory bid limit. The identification number shall be affixed to each purchase order or contract and shown on all forms pertaining thereto.

9. If the lowest responsible bidder declines to extend prices to the Participating Contracting Units all bids shall be rejected and no further bids will be sought by the NJWCPS on behalf of the Participating Contracting Units.

10. A bidder shall not be required or permitted to extend his bid prices to Participating Contracting Units unless he has voluntarily agreed to do so as part of his bid.

11. Nothing in this Agreement shall prevent any Participating Contracting Unit from awarding contracts of purchase, with or without advertising, individually and on its own behalf, provided, however, that invitations for such individual bids shall not be advertised, nor shall bids be received individually, during the period in which the NJWCPS is advertising for and receiving bids for the same goods or services, except in the case of emergency or hardship.

12. No purchase order or contract shall be issued by any Participating Contracting Unit 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 which it has itself received.

13. The NJWCPS reserves the right to exclude any goods or services from within said system if, in its opinion, the pooling of purchasing requirements or needs of the Participating Contracting Units is either not beneficial or not workable.

ADMINISTRATIVE COSTS:

14. The PVSC shall bear all costs associated with administering the Cooperative Pricing system and bidding process including cost of advertising and administration and the Participating Contracting Units shall not be obligated for any part of such expenses.

DURATION AND TERMINATION:

15. This Agreement shall become effective the date executed, subject to the 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 or the term of the current approval unless any party to this Agreement shall give written notice of its intention to terminate its participation at least 30 days prior. The NJWCPS may choose to terminate registration of the system no later than 30 days prior to the expiration date of the system. Renewal of the system will be in accordance with the provisions of N.J.A.C. 5:34-7.6, as may be amended.

16. This Agreement and the Cooperative Pricing System will not terminate nor be invalidated by the PVSC or the withdrawal or addition of any Participating Contracting Unit. However, this Agreement and the Cooperative Pricing System shall be terminable and invalidated at the instance of the NJWCPS upon written notice to the Participating Contracting Unit and without recourse against the NJWCPS for any reason or if continuance of the within system becomes unlawful for any reason.

DOCUMENTATION:

17. All records and documents maintained or utilized pursuant to the terms of this Agreement shall be identified by the code number assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the NJWCPS for purposes identifying each contract and item awarded.

18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

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.

PASSAIC VALLEY SEWERAGE COMMISSION

BY: _____
GREGORY A. TRAMONTOZZI,
EXECUTIVE DIRECTOR
PASSAIC VALLEY SEWERAGE COMMISSION

(SEAL) ATTEST BY: _____
PASSAIC VALLEY SEWERAGE COMMISSION
JOSEPH F. KELLY, CLERK

ATTEST: NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

By: _____
Passaic Valley Sewerage Commission

Date: _____