

**SUPPORT SERVICES COMMITTEE  
PURCHASING AGENDA  
JANUARY 26, 2018**

Committee Members: Loeb, Leggett, Sokol, Hyde, Magowan, Hogan, Wild, Driscoll

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior Committee meeting
- III. Action Agenda/New Business
  - A. Requesting Resolution authorizing Warren County to participate in the National IPA Government Cooperative Contract.  
  
Rationale: This will avail the County of another option to utilize national cooperative contracts. Our immediate need is for a Lowe's contract. Under the National IPA program, the County will receive a 7% discount at the point of sale and volume discounts on purchases over \$1,500. Other program details are attached hereto for informational purposes.
  - B. Request to fill vacant position of Purchasing Assistant
- IV. Referrals/Pending Items
  - A. None
- V. Information for Discussion/Review
  - A. None
- VI. Privilege of the Floor to discuss any additional items to come before the Committee

**RESOLUTION REQUEST FORM NO. 20**

**MISCELLANEOUS**

*\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.  
Please attach any backup information available and be as detailed as possible.*

**DEPARTMENT NAME:** Purchasing

**DATE:** 1/16/18

(a) Purpose of Request:

Requesting Resolution authorizing Warren County to participate in the National IPA Government Cooperative Contract at no cost to the County and authorizing any agreements and/or other documentation required for membership.

(b) Details:

National IPA is a national cooperative that hold contracts in various categories. Under GML 103, municipalities are allowed to piggyback on cooperative contracts that have been let in a manner consistent with NYS procurement laws. Becoming a member will allow Warren County to use contracts that may offer better pricing than what's available at the local and/or state level.

(c) Previous Resolution Number:

N/A - Resolution No. 156 of 2017 authorizing the County to participate in U.S. Communities (a similar National contract) is attached hereto for reference.

(d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount:

N/A

Sample: A.8021 470 Planning & Community Development – Contract

\* as listed in budget and LOGOS

## About National IPA

National IPA saves you time and money. Participating in the cooperative buying power of more than 50,000 entities allows you to pay less for products and reduce administrative costs, which helps you do more with less. So why is National IPA so effective at creating more economical buying opportunities for you? Because we offer strength in numbers and years of government purchasing experience, you can have confidence in every contract.

Contracts are competitively solicited, evaluated and awarded by a government entity acting as the lead agency.

Contracts are awarded utilizing industry best practices, processes and procedures, ensuring maximum value and absolute security with complete transparency of the process.

Most experienced cooperative team in public procurement, cooperative purchasing and supply chain management.

Founding Member of National Coalition for Public Procurement.

Robust portfolio of quality contracts.

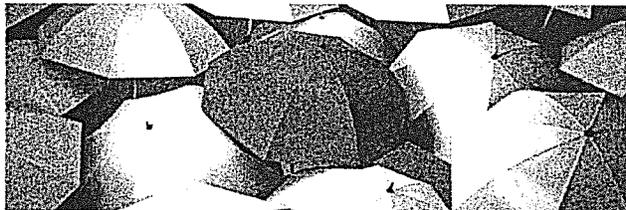


In these days of dwindling dollars, you want a partner who can help strengthen your buying position, reliably and consistently.

## What Differentiates National IPA?

### Portfolio

National IPA has the most robust portfolio of quality contracts in the cooperative space! Our agreement portfolio has everything your organization needs to run efficiently and effectively.



### People

National IPA has the most experienced cooperative team in public procurement, cooperative purchasing and supply chain management. With over 150 combined years of public procurement experience and over 275 years of cooperative purchasing experience, you can trust that you are in good hands with our team!

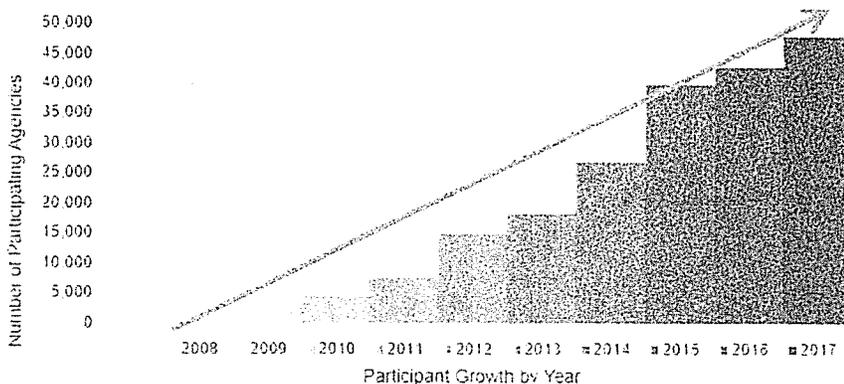
### Process

Contracts are competitively solicited and publicly awarded by a government entity. Awards are made utilizing the best processes and procedures ensuring maximum value and absolute security with complete transparency of the process. The Lead Agency Model is considered to be a best practice in the industry!

### Participation

Participating in the cooperative buying power of more than 48,000 entities allows you to pay less for products and reduce administrative costs, which helps you do more with less! We are the fastest growing in the market, resulting in the largest purchasing power to save you valuable time and resources!

### National IPA Participant Growth 2008-2017



#### Partners

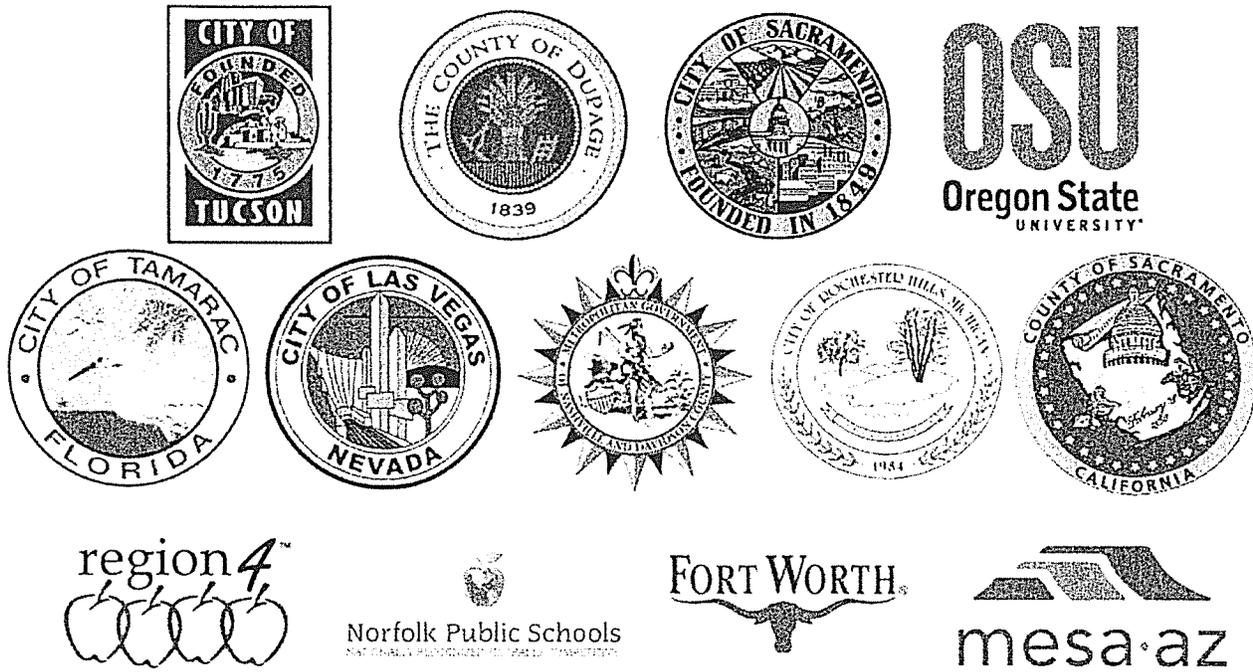
Our partners are nationally-recognized, industry leading suppliers and manufacturers. You don't have to sacrifice great quality for a great price!

Some of our top-notch partners include:

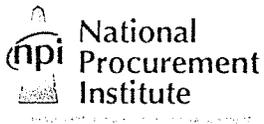


#### Principal Lead Agencies

Our lead agencies are considered to be the best in public procurement. They adhere to the highest standards of procurement so you can feel secure knowing that you are in full compliance of industry regulations!



Award Winning Agencies



The following lead agencies are proud recipients of the 2017 Achievement of Excellence in Procurement (AEP) Award:

- City of Rochester Hills, MI
- County of Sacramento, CA
- City of Tucson, AZ

# Terms of Participation

## National IPA Participation Agreement

### MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company ("**National IPA**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively, the "**National IPA Parties**") by either registering on a National IPA Party website (such as [www.nationalipa.org](http://www.nationalipa.org)), or by executing a copy of this Agreement.

### RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the National IPA Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO

Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.
11. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

## TCPN Standard Membership Agreement

This TCPN Cooperative Purchasing Membership Agreement will allow a Member Agency to purchase commodities and/or services, from any and all TCPN Official Contract Holders, under the same terms,

conditions and price as stated in each awarded contract. It is hereby agreed to by TCPN and the Member Agency that:

1. TCPN has followed procurement procedures for products and/or services offered by this Agreement in accordance with TCPNs governing procurement statutes and regulations.
2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of- state public agencies.
3. TCPN makes their cooperative purchasing contracts available to Member Agencies "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member Agency.
4. The use of each contract by the Member Agency shall adhere to the terms and conditions of the TCPN contract, including the order placement procedures provided by each Official Contract Holder.
5. It is the sole responsibility of the Member Agency to accept delivery of products and/or services, and the Member Agency hereby agrees to make timely payments to each Official Contract Holder for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Member Agency and the Official Contract Holder are to be resolved between the Member Agency and the Official Contract Holder. TCPN will make every effort to facilitate a favorable remedy for both parties.
6. This Agreement incorporates all Agreements, covenants and understandings between TCPN and the Member Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by both parties.
7. This Agreement between TCPN and the Member Agency shall be presided over by TCPN governing law and jurisdiction, and shall become effective immediately and remain in effect unless terminated by either party with thirty (30) days written notice to the other party. Any such notice shall be sent to the address listed below.

The Cooperative Purchasing Network  
2555 Meridian Blvd., Ste. 300  
Franklin, TN 37067

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**Government Cooperative Contract Comparison**

			
Eligible States	All 50 States	AK, AZ, AR, GA, HI, IA, KS, KY, ME, MA, MN, MS, MO, MT, NV, NH, NJ, NY, NC, OH, OK, OR, PA, SC, UT, WA	All 50 States
Agencies to utilize the contract	K-12 Public and Private Nonprofit Schools, Housing Authorities, Nonprofit Housing, Public Colleges and Universities, City and County Government, Nonprofit Organizations	State agencies, cities, K-12 schools, higher education, special districts and special authorities.	Higher education and K-12 school districts
What is the discount?	7% at point of sale with key fob scanned	7% at point of sale with key fob scanned	7% at point of sale with key fob scanned
Online Purchasing Available?	Yes. Sign up through <a href="http://www.lowesforpros.com">www.lowesforpros.com</a>	Not Available	Yes. Email <a href="mailto:E&amp;I@lowes.com">E&amp;I@lowes.com</a>
Volume Savings Discount(QSP)	\$1,500	\$1,500	\$1,500
Contract Compliant Purchasing?	Yes	Yes	Yes
Minimum order requirement?	No	No	No
Discounted Delivery?	Yes. With Lowe's Accounts Receivable(LAR)	Yes. With Lowe's Accounts Receivable(LAR)	Yes. With Lowe's Accounts Receivable(LAR)
Contact Information	<a href="mailto:Nationalipa@lowes.com">Nationalipa@lowes.com</a>	<a href="mailto:NASPO@lowes.com">NASPO@lowes.com</a>	<a href="mailto:E&amp;I@lowes.com">E&amp;I@lowes.com</a>
How to register and order key fobs	<a href="http://www.lowesforpros.com/tcqn">www.lowesforpros.com/tcqn</a>	<a href="http://www.lowesforpros.com/naspo">www.lowesforpros.com/naspo</a>	1. Visit <a href="http://www.eandi.org">www.eandi.org</a> to sign up 2. Complete the Lowe's letter of participation form at <a href="http://www.eandi.org/lop-rfi/lowes-lop/">www.eandi.org/lop-rfi/lowes-lop/</a> 3. To order key fobs visit <a href="https://lfp-onlinetool.im0.co/forms/eiform">https://lfp-onlinetool.im0.co/forms/eiform</a>



ProServices



**National IPA Contract #R142104**

Lowe's has been awarded a National Cooperative Contract with National IPA (Formerly TCPN). Through the National IPA agreement K-12 Public and Private Nonprofit Schools, Housing Authorities, Nonprofit Housing, Public Colleges and Universities, State, City and County Government, Nonprofit Organizations are eligible. Organizations can take advantage of contract compliant purchases, no RFP Process, and no participation fee.

Walk-in Solution

- Government Contract Savings Cards provide 7% Point of Sale Savings
- ProServices Sales & Support
- Available in all US Stores (1,700+ locations)
- Access to 40,000+ items
- Volume Savings on orders over \$1,500

Online Solution

- Register online at [www.lowesforpros.com/](http://www.lowesforpros.com/)
- Tiered discount buying solution
- View local store specific inventory
- Order online and pickup in store
- Delivery options available
- Customized tools that track and manage your regular orders

Interested in Punch-Out? Email [TCPN@lowes.com](mailto:TCPN@lowes.com) to take advantage of an efficient resource for your agency

**Purchasing Methods:**

- Payment Methods include: LAR, LBA, LBR, Pre-Load, Lowe's Gift Card, Visa/MasterCard, Discover, AMEX, Cash or Check
- Purchase Orders: National IPA Member may utilize a Lowe's Accounts Receivable(LAR) or a Purchasing Card(P-Card) as acceptable forms or tender

**Visit [LowesForPros.com/TCPN](http://LowesForPros.com/TCPN) to order Government Contract Savings cards.**

**For More Information, contact:**

Government Manager  
Lowe's Companies, Inc.  
888-310-7791  
[TCPN@lowes.com](mailto:TCPN@lowes.com)



# Warren County Board of Supervisors

## RESOLUTION NO. 156 OF 2017

RESOLUTION INTRODUCED BY SUPERVISORS VANSELOW, FRASIER, MCDEVITT, BROCK, SEEBER, MONTESI, LEGGETT, MACDONALD AND HYDE

### AUTHORIZING WARREN COUNTY TO PARTICIPATE IN THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

WHEREAS, Warren County, pursuant to the authority granted in General Municipal Law, Article 5A (Public Contracts), Section 103 desires to participate in the U.S. Communities Cooperative Purchasing Alliance. Said Alliance is sponsored by the New York State Association of Counties, Association of School Business Officials International, the National Association of Counties, the National Institute of Governmental Purchasing, the National League of Cities and the United States Conference of Mayors, and

WHEREAS, Section 103 of the General Municipal Law permits Warren County to make purchases of apparatus, materials, equipment or supplies or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment and supplies, may make such purchases, or may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment and supplies, as may be required by Warren County therein through the use of contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with this section and made available for use by other government entities, and

WHEREAS, Warren County desires to participate for the purpose of fulfilling and executing its respective public governmental purposes, goals, objectives, programs and functions, and

WHEREAS, Warren County has reviewed the benefits of participating in this program and based on this review has concluded the program will provide the best value to taxpayers of Warren County through the anticipated savings to be realized, now, therefore, be it

*RESOLUTION No. 156 OF 2017*

*PAGE 2 OF 2*

RESOLVED, that Warren County is authorized to participate in the U.S. Communities Government Purchasing Alliance and the Chairman of the Board of Supervisors be, and hereby is, authorized and directed to register for the U.S. Communities program on behalf of Warren County.

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Purchasing Department Payroll Dept. No: 13
Title of Position: Purchasing Assistant Base Salary of Position: \$32,749 Grade: 7
Filling at Step # (If Known): Entry
Budget code and title: A.1345 110 - Salaries Union [X] Non-Union [ ]
This position is vacated due to: [ ] Retirement [X] Resignation [ ] Termination [ ] Promotion [ ] Other
Employee No./Last Name: 12486 - Parker Date of Vacancy: 12/9/17
Is this position mandated? [ ] Yes [X] No Is the position reimbursable? [ ] Yes [X] No
Source of reimbursement: [ ] Federal [ ] State [ ] Other

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[ ] Competitive-active eligible list [X] Competitive-no list (hiring would be provisional) [ ] Non-Competitive [ ] Other
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring.
Human Resources Director has approved this form when initialed.

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

[X] The Administrator has no objection to the filling of the vacancy.
[ ] The Administrator objects to the filling of the vacancy.
Administrator Signature [Signature] Date 1/16/18

BUDGET OFFICER COMPLETES THIS SECTION

[X] The Budget Officer has no objection to the filling of the vacancy.
[ ] The Budget Officer objects to the filling of the vacancy.
Budget Officer Signature [Signature] Date 1/17/18

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee Support Services
[X] The committee has no objection to the filling of the vacancy.
[ ] The committee objects to the filling of the vacancy.
[ ] In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
[ ] In the case of an emergency, Committee Chair objects to the filling of the vacancy.
Ranking Committee Member Signature [Signature] Date 1/26/18

# RESOLUTION REQUEST FORM NO. 12

## Schedule "A"

### **AUTHORITY FOR POLICY AND PROCEDURE**

Resolution 155 of 2003, amended by Resolution Nos. 497 of 2006, 719 of 2006, 318 of 2007, 374 of 2011 and 259 of 2014, provides the policy and procedure for the establishment, filling and increasing or decreasing of salaries for positions within Warren County. Copies of the resolutions are available from the Clerk of the Board.

### **WHAT FORM TO USE**

- For giving notice of intent to fill an existing vacant position, use this form.
- For creating a new position, complete Resolution Request Form No. 11.
- For increasing or decreasing salary of non-union position, complete Resolution Request Form No. 13.
- For reclassification of position, complete Resolution Request Form No. 14.

These forms are available from the Clerk of the Board.

### **HOW TO USE THIS FORM**

Department heads must first file this notice of intent with the Human Resources Director/Personnel Officer for review and approval of position details. Once the form has been initialed by both the Human Resources Director and Personnel Officer, it should be forwarded on to the County Administrator for approval. The County Administrator shall furnish a copy of the notice to the Budget Officer. Once both the County Administrator and the Budget Officer have executed the form, a copy must be submitted by the Department Head to the Supervisory Committee with their regular agenda. Once signed by the Chair of the Supervisory Committee, the Notice of Intent shall be submitted to the Clerk of the Board, who shall report the action on the Personnel Committee agenda and forward the fully executed form to the Department Head.

### **OBJECTIONS**

If either the County Administrator, Budget Officer or Supervisory Committee objects to the position being filled, each should affix their signature to this form indicating they have an objection. In this case, the department head is advised that the position may not be filled unless otherwise determined by the Board of Supervisors. All requests to fill vacant positions must be approved by the County Administrator, Budget Officer and a 2/3 majority vote of the Supervisory Committee or oversight Committee Chair approval as provided in the Rules of the Board.

### **NO OBJECTIONS**

If the County Administrator, Budget Officer and Supervisory Committee have no objection to the position being filled, each should affix their signatures to this form indicating they have no objection.

### **PAPERWORK**

To fill the position, complete the 426 Report of Personnel Change, attach the original of this form to the back of the 426, along with the Resolution approving same and submit to the Human Resources and Civil Service Department. Be certain to make a copy of both the 426 and this form for retention in your department files.

*Department Heads are reminded that an oath of office must be filed in the Office of the County Clerk. Oaths of Office forms are available from the County Clerk.*