

Michael J. Washo, Corey D. O'Brien & A.J. Munchak
Commissioners

County Administration Building
200 Adams Avenue, 6th Floor
Scranton PA 18503
t (570) 963-6800 f (570) 963-6812
washom@lackawannacounty.org
cobrien@lackawannacounty.org
munchakaj@lackawannacounty.org

June 17, 2010

Mr. Douglas Klamp
Chairman
Abington Township Board of Supervisors
PO Box 8, Lake Henry Drive
Waverly, PA 18471

Re: Lackawanna County Multi-Municipal Cooperative Purchasing Alliance

Dear Mr. Klamp:

The Lackawanna County Commissioners are pleased to formally invite you to participate in our multi-jurisdictional cooperative purchasing alliance. Enclosed you will find a Program Description and Resolution incorporating a Memorandum of Understanding (MOU) that your township will need to adopt and execute to formally participate in the program. Once executed, please return a signed copy letter of resolution to the following address no later than July 30, 2010.

Robert Reed, Community Outreach Manager
Office of the Lackawanna County Commissioners
200 Adams Avenue, 6th floor
Scranton, PA 18503

We are pleased to partner with the Northeastern Pennsylvania Alliance (NEPA), a seven-county economic and community development planning agency, to implement this innovative cost-saving program. NEPA will serve as the administrator of the program and will be contacting you to schedule a training session about the cooperative purchasing software. They will solicit vendor and supplier information about fall and other seasonal commodities that your township utilizes in its operations.

If you should have any questions regarding the program or about the enclosed information, please contact Alan Baranski, Kurt Bauman or Joe Chacke of NEPA at (570) 655-5581.

Sincerely yours,

Michael J. Washo

Corey D. O'Brien

A. J. Munchak

Enclosures (2)

NEPA Cooperative Purchasing Alliance Program Description

The Lackawanna County Commissioners and the Northeastern Pennsylvanian Alliance (NEPA) are now initiating a Cooperative Purchasing Alliance that will serve as the first collaborative joint service for use by the participants of the Lackawanna County Commissioners' Inter-Governmental Cooperation Forum and other public service agencies within the county.

This Cooperative Purchasing initiative entails a web-based platform to collect, record and tabulate commodity and purchasing data from municipalities, school districts, forum members and other public entities who wish to participate in the program. The internet based platform provides a medium to collect and tabulate information on goods, services and other products that are purchased by public sector entities which then surmount to large quantity purchases to gain volume discounts. This initiative will also offer an opportunity for local vendors to participate in local government and public sector contracting through a more simplified process.

NEPA's Purchasing Alliance Website is modeled after an internet based cooperative purchasing service created by HEG Solutions for the South Hills Area Council of Governments (SHACOG) operating in Allegheny and Butler Counties (Pittsburgh area) in southwestern PA. The SHACOG Purchasing Alliance has been operating successfully for several years, securing not only significant price savings in various commodities, but also cost reductions through streamlining administrative procurement procedures for municipalities and public entities. The SHACOG Purchasing Alliance has proven to exceed services and savings beyond COSTARS offerings in both purchase price and commodity mix.

Costs associated with this service are covered through the Northeastern Pennsylvanian Alliance's program funding and staff resources of Lackawanna County.

RESOLUTION NO. 2010- _____

A RESOLUTION AUTHORIZING PARTICIPATION IN THE NEPA COOPERATIVE PURCHASING ALLIANCE PROGRAM WITH LACKAWANNA COUNTY AND THE NORTHEASTERN PENNSYLVANIA ALLIANCE

WHEREAS, Section 1902 of Act 57 of May 15, 1998 of Title 62 "Commonwealth Procurement Code" permits that a public procurement unit may either participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any supplies, services or construction with one or more public procurement units or external procurement activities in accordance with an agreement entered into between the participants, and

WHEREAS, a "public procurement unit" is defined as a political subdivision, public authority, tax-exempt, nonprofit educational or public health institution or organization, nonprofit fire company, nonprofit rescue company, nonprofit ambulance company and, to the extent provided by law, any other entity, including a council of governments or an area government, which expends public funds for the procurement of supplies, services and construction, and

WHEREAS, _____ wishes to participate in a multi-municipal cooperative purchasing program in order to benefit its residents and taxpayers, and

WHEREAS, the Lackawanna County Commissioners have authorized and established a Cooperative Purchasing Alliance in partnership with the Northeastern Pennsylvania Alliance (NEPA) that will generate for its participants a purchasing power intended to secure substantial cost savings through economies of scale; and

WHEREAS, the Northeastern Pennsylvania Alliance (NEPA) has developed a computerized cooperative purchasing system funded through its Procurement Technical Assistance Center (PTAC) intended to increase the share of government contracting opportunities to local businesses, and

WHEREAS, NEPA has offered to provide staffing, administrative services and a web based cooperative purchasing platform to the County to accomplish this endeavor, and

WHEREAS, the Lackawanna County Board of Commissioners by Resolution adopted September 9, 2009 has established the County as the lead public procurement unit for cooperative purchasing activities taken on behalf of the NEPA Purchasing Alliance participants, and

WHEREAS, The NEPA Purchasing Alliance is open to all public procurement units which shall be governed by the terms and conditions set forth in the Memorandum of Understanding (MOU) provided herein and established for participation in said cooperative purchasing program, and

WHEREAS, the general terms of the MOU are set forth below:

1. **Parties:** This MOU is made and entered into by and between _____ and Lackawanna County.
2. **Purpose:** The purpose of this MOU is to establish the terms and conditions, roles and responsibilities of the participants in the NEPA Purchasing Alliance as it pertains to cooperative purchasing of supplies, materials equipment or services that may be required from time to time by Lackawanna County and participating public entities.
3. **Term of MOU:** The MOU is effective immediately upon adoption of this Resolution by the Participating Public Entity and may be terminated, with or without cause, by either party upon 30 days written notice, which notice shall be delivered by certified mail to the address of record for the Participating Public Entity or County.
4. **Payment:** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of the Participating Public Entity:** The Participating Public Entity's responsibilities are:
 - a. Attend training provided by the NEPA Alliance regarding the functions of the NEPA Purchasing Alliance's software/web platform and acquire a username and password.
 - b. Accurately complete and submit through the NEPA Alliance online purchasing platform, supply and/or equipment surveys in a timely manner.
 - c. Utilize the bids and/or vendor lists provided by the NEPA Alliance for commodity purchases in accordance with the municipality's respective purchasing procedures.
 - d. Provide any and all information requested to the NEPA Alliance related to purchasing activity conducted through the NEPA Purchasing Alliance.
 - e. Report to NEPA any vendor, supply or delivery concerns.
 - f. Directly purchase any supplies, materials or equipment from the vendors.
 - g. Make timely payments to the vendor for all materials and services received in accordance with the terms and conditions of the specifications. Payment for materials or equipment, and inspection and acceptance of materials or equipment ordered by the eligible procurement unit, shall be the exclusive obligation of such unit.
 - h. Make timely payment directly to the vendor for such purchases.
 - i. Not use finalized bid results as a method for obtaining additional concessions or reduced prices for specified materials or equipment.
 - j. Be responsible for ordering materials or services under this agreement. The County shall not be liable in any fashion for any violation by eligible procurement unit of this agreement, and the eligible procurement unit shall be responsible for any liability which may arise from action or inaction of the eligible procurement unit relating to this agreement or its subject matter.

6. Responsibilities of Lackawanna County: With cooperation and support from the Northeastern Pennsylvania Alliance, Lackawanna County shall:

- a. Act as the lead procurement unit for cooperative purchasing activities on behalf of the NEPA Purchasing Alliance participants.
- b. Provide the staff support deemed necessary by the County Commissioners, in cooperation with the Northeastern Pennsylvania Alliance, to develop specifications, solicit commodity estimates, assemble specification packages for bidding, and advertise, receive, review and tabulate bid results.
- c. Disseminate specifications, bid results and all other pertinent information to the participating public entities via the NEPA Purchasing Alliance web platform.
- d. To foster an unburdened environment for regional cooperation and promote participation in the NEPA Purchasing Alliance program.

7. General Conditions:

- a. Any purchase made pursuant to this MOU is not a purchase from either of the parties. With few exceptions, this MOU shall not create an obligation to either of the parties to purchase any particular good or service. This MOU shall not create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.
- b. The Lackawanna County Director of Purchasing and the Northeastern Pennsylvania Alliance shall be representatives of the entities for carrying out the terms of this MOU.

8. Liability:

- a. Each individual entity will insure that its own legal requirements are being met and be solely responsible for following all applicable laws, codes, regulations, rules, procedures, etc, governing their procurement administrative policies and procedures.
- b. All entities participating in the NEPA Purchasing Alliance and this MOU shall hold harmless all other parties from any and all real or perceived liabilities or claims arising out of its participation in the activities described herein.
- c. _____ and Lackawanna County and their respective governing bodies do not waive their rights by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

9. Severability: Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

10. Third Party Beneficiary Rights: The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

NOW, THEREFORE, BE IT RESOLVED, by the _____ of the _____ that _____ will participate in the NEPA Cooperative Purchasing Alliance Program by purchasing supplies, materials, equipment and/or services from the vendor/bid list, based upon the terms and conditions of the specifications and at the prices secured through the bidding process.

BE IT FURTHER RESOLVED, that the _____ of _____ hereby agrees to the provisions of the MOU as set forth above.

APPROVED by the _____ of _____ at a duly advertised meeting held this ____ day of _____ 2010.

PARTICIPATING PUBLIC ENTITY

Name: _____

Title: _____

ATTEST:

Name: _____

Title: _____