



BRCPC

**Baltimore Regional
Cooperative Purchasing Committee**

Users Guide For Cooperative Purchasing In The Baltimore Region

**USER’S GUIDE FOR COOPERATIVE PURCHASING IN THE
BALTIMORE REGION**

TABLE OF CONTENTS

	<u>Page</u>
I. Name.....	2
II. Purpose and Goals.....	2
III. Membership.....	2
IV. Role of the Baltimore Metropolitan Council & BRCP	2
V. Role of the Lead Jurisdiction.....	3
VI. Role of the Jurisdictions.....	4
VII. Contract Disputes	5
VIII. Cost Savings.....	5
IX. Socio-Economic Programs	6
X. Authority	6
Appendix I Buyer’s Guide for Processing Co-op Bids	7
Appendix II BRCP Bid Package	9
Appendix III Rider Clause.....	14
Appendix IV Administrative Cost Savings Calculation..	15
Appendix V Cost Reduction Calculation	16

USER'S GUIDE FOR COOPERATIVE PURCHASING IN THE BALTIMORE REGION

I. NAME

The name of the organization for regional cooperative purchasing in the Baltimore, MD region is the Baltimore Regional Cooperative Purchasing Committee (BRCPC). The BRCPC is a standing committee of the Baltimore Metropolitan Council (BMC) .

II. PURPOSE AND GOALS

The BMC is an organization of the region's elected officials who are committed to identifying regional interests and developing collaborative strategies, plans and programs that will improve the quality of life and economic vitality throughout the region. The BMC addresses such issues as land-use, transportation, housing, economic development, the environment, and cooperative purchasing.

The objectives of the BRCPC are to achieve cost savings by combining requirements into cooperative contracts, realize further cost savings through reduction in administrative expenses and serve as a forum for the exchange of resources and technical information. The program is voluntary and the members independently determine whether they will participate in each purchase.

III. MEMBERSHIP

Membership consists of the principal purchasing official or designee from the governments and public schools of Anne Arundel County, Baltimore City, Baltimore County , Carroll County, Harford County, Howard County and the State of Maryland.

A chairperson will be appointed by BMC as recommended by the members of the participating jurisdictions for a one year period and may be re-approved for additional terms of office. The chairperson will convene meetings and perform other duties as described herein.

IV. ROLE OF THE BALTIMORE METROPOLITAN COUNCIL AND BRCPC

The BMC provides staff and secretarial support to the BRCPC. The responsibility of the BMC staff is to provide research and coordinative services to the BRCPC. BMC staff issues and tabulates the survey questionnaires to initiate a cooperative purchase effort after the item is selected by BRCPC. The questionnaire will be distributed among member jurisdictions to ascertain the level of participation. Information is requested regarding estimated annual requirements for the commodity, type of equipment used, current price, current vendors, and the expiration date of

existing contracts. Delivery sites and costs, which may vary among jurisdictions, may also be addressed. Staff also assists the lead jurisdiction in coordinating the specifications, bid package preparation and distribution. BMC assistance to the BRCPC includes the coordination of each purchase, publicity for the program, maintaining the BRCPC web site on a current basis and maintenance of centralized cooperative purchase files.

The BRCPC, which meets monthly at the BMC, jointly selects items which will be cooperatively purchased. The BRCPC attempts to select those items that will provide the greatest possibility for a successful cooperative purchase. This is done through the selection of commodities or services with common or industry wide standard specifications which are purchased in large quantities by the participants.

V. ROLE OF THE LEAD JURISDICTION

The lead jurisdiction is appointed by the chairman of BRCPC, with its consent, to issue a cooperative Invitation for Bid (IFB) or Request for Proposal (RFP) on behalf of the other participating jurisdictions.

Before the Contract Award

- a. The lead jurisdiction, assisted by the BRCPC, will review, develop or refine specifications, prepare bid documents, develop a bidders list, and consult with all participating jurisdictions.
- b. A “Buyers’s Guide for Processing Regional Cooperative Bids” is included as Appendix I to assist the lead jurisdiction in the process.
- c. The bid document shall contain a combination of the standard clauses approved by the participants of BRCPC. The approved BRCPC “Specifications and Bid Proposal” package is included in this guide as Appendix II. The final bid document may include any other clause(s) required by participating jurisdictions. The lead jurisdiction shall review the draft IFB or RFP to assure maximum participation by other jurisdictions.
- d. The lead jurisdiction shall forward to all participating jurisdictions the final draft of the IFB or RFP for approval. The lead jurisdiction will establish a response date for comments, generally two weeks prior to public release of the specification.
- e. If any requests for changes are received and are not acceptable by the lead jurisdiction, and the difference cannot be resolved with the participating jurisdictions requesting the change, the lead jurisdiction shall present the request to the next scheduled or special meeting of BRCPC for resolution.
- f. The lead jurisdiction, upon receipt of the approved IFB or RFP, and after informing participants of the date and time of bid opening, will advertise the IFB or RFP in a local or major newspaper in the Baltimore Regional Metropolitan Area and any other publication deemed necessary.

- g. Participating jurisdictions will be responsible for advertising in their own publication if required by law, ordinance or policy.
- g.. The lead jurisdiction will forward a copy of the IFB or RFP package to all prospective bidders from the compiled bidders list and to each of the participating jurisdictions. In the event an addendum is required, the lead jurisdiction shall send the addendum to bidders by certified mail if time permits. If not, some evidence of receipt of the addendum by the bidder will be required. The lead jurisdiction shall send copies of any addendum to each of the participating jurisdictions and BMC.
- h. The lead jurisdiction will respond to all inquiries pertaining to the IFB or RFP.
- i. The lead jurisdiction will receive, open and tabulate all responses to the IFB or RFP. Representatives of the participating jurisdictions are invited to attend the bid opening.
- j. Minor differences in specifications may be waived at the discretion of the lead jurisdiction in accordance with its laws, ordinances and/or regulations.
- k. The lead jurisdiction, assisted by the BMC if necessary, will review solicitation results, and the lead jurisdiction shall advise all participating jurisdictions to issue their respective award to the lowest responsive and responsible bidder.
- l. The lead jurisdiction shall be responsible for all protests in response to the solicitation in accordance with its laws, ordinances and/or regulations.
- m. If the apparent low bidder is not awarded the contract, an explanation by the lead jurisdiction shall be provided to the BRCPD chairman and all participants.

After the Contract Award:

- a. Each participating jurisdiction must issue its own contract award to the successful bidder or offerer when a requirement has been authorized, and furnish copies of its own contract award to the lead jurisdiction *and* the BMC for inclusion in a central file.
The lead jurisdiction shall submit to the BMC within a reasonable period after bid opening, copies of the tab sheets, evaluations, pertinent correspondence, award recommendations and the purchase order.
- b. The lead jurisdiction shall assist participating jurisdictions, if requested, in resolving complaints with the vendor.
- c. The records maintained by the BMC will be kept for a five year period. Prior to purging, the records will be offered to all members of BRCPD, and if not accepted, may be destroyed.

VI. ROLE OF THE JURISDICTIONS

- a. Participation in any cooperative purchase is always voluntary.

- b. Once a jurisdiction determines that it will participate in a solicitation for a cooperative purchase, that jurisdiction has committed itself to execute a contract with the awarded supplier when a requirement is authorized. No participating jurisdiction may withdraw from the process after the solicitation has been issued by the lead jurisdiction. Exceptions may be made by majority vote at BRCPC meetings involving such cases as violation of a jurisdiction's procurement law, ordinance or regulation, lack of funds, poor performance, requirement changes and the like. Requests for exceptions shall be made in writing to the chairperson within seven (7) calendar days of the bid opening date, and the chairperson shall convene a meeting of BRCPC within seven (7) calendar days of receipt of requests. Any jurisdiction which is a participant in a cooperative purchase shall not execute separate contracts with such vendors other than under the terms of the cooperative IFB or RFP.
- c. A non-participating jurisdiction may choose to use a cooperative purchasing contract only as a mutual agreement between the jurisdiction and the vendor. The chairperson shall be notified in writing when this occurs; the writing to be made a part of the cooperative purchase file.
- d. When a jurisdiction determines that a cooperative bid is not feasible for a contract, they should include the "Rider Clause" in their solicitation to enable future flexibility for the other jurisdictions. The clause is included as Appendix III.

VII. CONTRACT DISPUTES

- a. Disputes over execution of the contract will be the responsibility of each participating jurisdiction.
- b. It is the BRCPC's policy to seek resolution to problems without recourse to litigation. Where possible, resolutions should be obtained by the use of informal discussions between the parties. If not resolved with the participating jurisdiction, the vendor may make a request in writing to the chairperson for a hearing at a scheduled meeting of BRCPC to present its case. BRCPC may hear the dispute and recommend a decision but has no power to enforce the decision if it is in disagreement with the participating jurisdiction. Notwithstanding the above, a vendor should take all steps necessary to comply with the participating jurisdictions' rules, regulations and laws regarding disputes to protect the vendor's legal remedies.
- c. Dispute costs dealing with complaints, including litigation, are to be born by the vendor and/or the jurisdiction that issued the purchase order as the case may be.

VIII. COST SAVINGS

Cost savings are a primary goal of the BRCPC and it is beneficial to track them for reporting purposes. Appendix IV - Administrative Cost Savings Calculation, and Appendix V - Cost Reduction Calculation, are included to facilitate reporting by all jurisdictions who participate in a cooperative contract.

The forms are to be completed at the time of contract award and forwarded to the Coordinator.

IX. SOCIO-ECONOMIC PROGRAMS

Many of the participating jurisdictions in BRCPC have adopted Minority Business Enterprise, Small Business Enterprise Programs and similar programs collectively called Socio-Economic Programs. These programs affirm participation in individual procurements or have established socio-economic goals. It is incumbent upon all participating jurisdictions to be aware of the lead jurisdiction's socio-economic program, if any, and to include their own program, if any, by advising the lead jurisdiction all details to be included in the solicitation.

X. AUTHORITY

The authority to engage in cooperative purchase programs is found in each jurisdiction's law, code, ordinance or policy.



Buyer's Guide for Processing Regional Cooperative Bids

Objective

One jurisdiction will issue the solicitation for a particular requirement with the specifications incorporating the needs of all the participating entities. Each entity will make its own individual award to the successful bidder.

Participants

Participation is voluntary and each purchasing jurisdiction determines for itself its participation in a given bid. The participants are governmental, public schools, community colleges and public libraries from the following jurisdictions:

Anne Arundel County
Baltimore City
Baltimore County
Carroll County
Harford County
Howard County
State of Maryland

Procedures

1. When the lead jurisdiction is assigned a bid, the buyer handling the bidding process forwards a copy of the proposed specifications to the Coordinator, Regional Purchasing. The address is:

Harry Bain, CPPO, C.P.M.
Baltimore Metropolitan Council
1500 Whetstone Way, Suite 300
Baltimore MD 21230
E-mail: hbain@baltometro.org

The Coordinator will forward the specifications with a questionnaire to all jurisdictions for review. The jurisdiction completes the questionnaire with their election to participate, estimated quantities, suggestions for revisions, current sources and prices, suggested bidders or other required information and returns the questionnaire to the Coordinator.

2. The information will be forwarded to the buyer handling the bid in the lead jurisdiction. The buyer completes the bid solicitation; incorporating the standard BRCPC bid package and other clauses required by participating jurisdictions.
3. If required by BRCPC or requested by the lead jurisdiction, the final draft of the solicitation is discussed by the BRCPC at the next regular meeting. Otherwise, the buyer will send copies of the final solicitation to all participants and the Coordinator. The Coordinator will post the bid on the BRCPC web site.
4. The buyer will advertise the solicitation as required by the lead jurisdiction. If required, the other participants will be responsible for advertising within their own jurisdiction.
5. If an addendum is required, the buyer will send the addendum to all bidders with a copy to all participants. A copy of all addendums and correspondence will be sent to the Coordinator.
6. The lead jurisdiction will receive, open and tabulate all responses to the bid. Representatives of the participants may attend the bid opening.
7. The lead jurisdiction will evaluate responses and advise all participants to issue their own awards to the successful bidders. If requested, BRCPC will assist in the evaluation.
8. The lead jurisdiction will handle all protests in response to the solicitation in accordance with their requirements.
9. Copies of the award and an explanation of the basis for award will be provided to all participants and the Coordinator.
10. All participants will send the anticipated cost reductions and administrative cost savings to the Coordinator within 30 days following award.



BRCPC

**Baltimore Regional
Cooperative Purchasing Committee**

Visit our web site at <http://baltometro.org>

SPECIFICATIONS AND BID PROPOSAL FOR:

CONTRACT#: _____

FORWARD TO: _____

DATE AND TIME DUE: _____

PLEASE NOTE:

Please direct all questions to: _____
Telephone # _____

Pre Bid Conference: _____

BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRPC)

GENERAL TERMS AND CONDITIONS FOR ALL SOLICITATIONS

Competitive sealed bids or proposals addressed to the purchasing agent of the lead agency for furnishing and delivering the items described in this solicitation will be received at the time, date and place identified herein. Unless otherwise specified, all formal bids submitted shall be irrevocable for 60 calendar days following bid opening date, unless the bidder(s), upon request of the purchasing agent, agree to an extension.

1. INSTRUCTIONS, FORMS, AND SPECIFICATIONS

- 1.1 All bids are to be submitted in duplicate on and in accordance with forms for this purpose which are available at the office of the purchasing agent.
- 1.2 All bids are to be submitted in the special envelope provided by the purchasing office. If a larger envelope is needed, the special envelope should be taped to the front of the envelope used.
- 1.3 Each bid shall be accompanied by a notarized affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the bidder is a corporation, a duly authorized representative of said corporation shall execute the affidavit. Forms for these oaths will be provided to bidders by the purchasing office.
- 1.4 Bid must be typed or written in ink. Erasures or alterations must be initialed in ink. All bids must be signed by a responsible company official and delivered in sealed envelopes, no later than the time and date indicated herein. Bids received after the time and date indicated will be returned unopened.
- 1.5 Additional information or clarifications of any of the instructions or information contained herein may be obtained from the purchasing agent.
- 1.6 Any bidder who finds a discrepancy in or omission from the specifications, or who is in doubt as to their meaning or feels that the specifications are discriminatory, shall notify the purchasing agent in writing within 10 days before the scheduled opening of bids. Exceptions taken do not obligate the purchasing agent to change the specifications. The purchasing agent will notify all bidders in writing, by addendum duly issued, of any interpretations of specifications or instructions that are made.
- 1.7 All official correspondence in regard to the specifications should be directed to and will be issued by the purchasing agent. The purchasing agent will assume no responsibility for oral instructions or suggestions.

2. BID DEPOSIT:

- 2.1 Bid deposit may be required when indicated on bid proposal. Failure to submit the bid deposit, when required, will nullify bid.
- 2.2 When required, bids must be accompanied by a certified check, cashier's check, treasurer's check, U.S. Postal Money Order, or a bid bond.
- 2.3 Bid deposits will be returned to unsuccessful bidders upon the award of the solicitation, and to successful bidders upon execution of the contract(s) and the meeting of bond requirements, if applicable.
- 2.4 Nonperformance by a successful bidder, or his failure to execute the agreement or meet bond requirements within 10 business days after the award, shall result in the deposit being forfeited to the jurisdiction as liquidated damages.

3. BASIS FOR AWARD OF CONTRACT

3.1 The purchasing agent of the lead jurisdiction shall award all contracts to the lowest responsible and responsive bidder(s) as determined by the purchasing agent. Each participating jurisdiction will issue their own purchase order for their portion of the contract.

3.2 Any other consideration for the award will be stated on the specifications.

4. CASH DISCOUNT AND NET PAYMENTS

4.1 Cash discount will not be considered in determining a contract award, but will be taken, if possible, at time of payment.

4.2 Payment terms with a period of less than 30 days will not be accepted.

5. PERFORMANCE BOND

5.1 The successful bidder may be required to give security or bond for the performance of the agreement as determined by the purchasing agent.

5.2 Bonds must be issued by a surety licensed to do business in the State of Maryland.

6. RESERVATIONS

6.1 The purchasing agent reserves the right to reject any or all bids or parts of bid when, in his/her reasoned judgment, the public interest will be served thereby.

6.2 The purchasing agent may waive formalities or technicalities in bids as the interest of the jurisdiction may require, providing these differences do not violate the intent of the specifications, materially affect the operation for which the items are being purchased, or increase the price or estimated maintenance and repair cost.

6.3 The purchasing agent reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and percentage amount of any such reservation shall be stated in the specifications.

6.4 Unless otherwise provided for in the bid documents, the purchasing agent(s) reserve the right to make award(s) on either lump sum basis, individual item basis, or such combination as shall be in the best interest of the BRCP.

7. DELIVERIES

7.1 Bidders shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposal.

7.2 All items shall be delivered F.O.B. Destination and delivery costs and charges included in the bid.

7.3 The purchasing agent reserves the right to levy a per diem charge to the vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge, identified in the bid document, may be invoked at the discretion of the purchasing agent and said sum may taken as liquidated damages and deducted from any compensation due to the vendor.

8. COMPETITION

- 8.1 The name of any manufacturer, trade name of manufacturer, or vendor catalog number mentioned in specifications is for the purpose of designating a standard of quality and type and for no other reason.
- 8.2 A bidder may offer a price on only 1 unit. Even though 2 or more units may meet specifications, bidder must determine for themselves which to offer. Submission by a bidder for more than 1 unit shall be sufficient cause for rejection of that specific item.
- 8.3 Bids, which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.
- 8.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.
- 8.5 If products to be provided to the BRCPC contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the purchasing agent. This applies also to any product used by a vendor when providing a service to the BRCPC.

9. INDEMNIFICATION

The vendor shall indemnify and save harmless the participating jurisdictions against or from all costs, expenses, damages, injury, or loss to which said participating jurisdictions may be subjected by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default in the execution or performance of contract and shall save and keep harmless the participating jurisdictions against and from all claims and losses to it from any causes whatsoever, including actual or alleged patent infringements in the matter of making, furnishing, and delivering materials/services as called for in the contract documents.

10. INSURANCE

- 10.1 The vendor shall, at all times, maintain and keep in force such insurance as Compensation, Liability, and Property Damage as will protect him from claims under Workmen's Compensation Acts and also such insurance as will protect him and the participating jurisdictions from any other claims for damages for personal injury, including death, as well as from claims for damages to any property of the participating jurisdictions or of the public, which may arise from operations under this contract, whether such operations by the vendor or by any subcontractor or anyone directly or indirectly employed by any of them.
- 10.2 Unless otherwise specified, the amount of liability insurance shall under no circumstances be less than \$100,000.00 for injuries sustained by any 1 persons and \$300,000.00 for injuries sustained by 2 or more person in any 1 accident. The amount of property damage insurance shall not be less than \$100,000.00.

to any claim, action, cost, or judgment for patent infringement, arising out of purchase or use of materials, supplies, equipment, or services covered by this contract.

11. DISPUTES

The purchasing agent may request, in writing, the recommendation of the BRCPC using the specifications or other objective source.

12. TERMINATION

- 12.1 Termination for Convenience: Any participating jurisdiction may terminate a contract, in whole or in part, upon giving written notice to the vendor. The participating jurisdiction shall pay all reasonable costs incurred by the vendor up to the date of termination. The vendor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

12.2 Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract, the contract may be terminated for default and the vendor is not entitled to any costs incurred by the vendor up to the date of termination. The BRCPC will be officially notified of this termination by the participating jurisdiction.

13. PATENT INFRINGEMENT

Vendor agrees to indemnify, protect, and save harmless the participating jurisdiction, its officers, agents, and employees with respect
The contract resulting from this selection and the compensation, which may become due hereunder are not assignable except with prior written approval of the BRCPC.

14. ASSIGNMENT

The contract resulting from this selection and the compensation, which may become due hereunder are not assignable except with prior written approval of the BRCPC.

15. FACILITIES

The BRCPC reserves the right to inspect the bidder's facilities at no cost to the BRCPC at any time with prior notice.

16. AUTHORITY

Instructions, specifications, and proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the enabling legislation of each of the participating jurisdictions.

17. FAILURE TO RESPOND

Bidders who fail to respond 3 times in succession to solicitations without justification may be removed from the bidder's list.

18. AVAILABILITY OF FUNDS

The contractual obligation of the BRCPC under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

19. INTERPRETATION

The contract resulting from this solicitation shall be construed under the laws of the State of Maryland.

20. INTEGRATION

These bid documents and subsequent purchase order to the successful bidder contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties hereon.

21. SOCIO-ECONOMIC PROGRAMS

Participating jurisdictions have various socio-economic programs, which will be detailed in the bid documents if they are pertinent to the specific solicitation.

Rider Clause

Cooperative Purchasing

Subject to the bidder's approval, the prices, terms and conditions of any contract resulting from this solicitation will be extended to the regional Public Schools, Colleges, Libraries and the Baltimore Regional Cooperative Purchasing Committee (BRCCPC). Bidders shall indicate in the appropriate space whether they will extend the resultant contract to the named entities.

Yes_____ No _____

The bidder's response as provided above will not affect consideration of its bid. There shall be no obligation on the part of any named entity to utilize the resultant contract. If the successful bidder has responded positively, the entities shall have the unilateral right, during the contract period, to contract directly with that bidder to place orders, arrange deliveries, reconcile discrepancies and invoices and issue payments. .

BRCPC ADMINISTRATIVE COST SAVINGS CALCULATION

Date _____ Jurisdiction _____
Submitted by _____

Purchase Description _____

NIGP Class/Item _____ Contract Number _____

=====

A. STAFF TIME

Clerical Support, ____ Hours @ \$ 15.00 = \$ _____
Clerical support includes typing, reproducing, assembling documents, preparing and stuffing envelopes, mailing

Buyer Hours, ____ Hours @ \$ 26.00 = \$ _____
Buyer Time includes requisition review, research, determining source selection method, preparing draft and reviewing bid package, bid evaluation, award process

Total Staff Costs = \$ _____

B. OTHER COSTS

Other costs include bid computer time, reproduction, paper, envelopes, addressing, postage

Total Other Costs = \$ 125.00

C. Total Administrative Cost Savings

A & B = \$ _____

An administrative cost saving accrues when a jurisdiction participates with the lead agency for a commodity or service to be purchased jointly. The savings represent the administrative costs normally incurred when preparing a solicitation. In the case of a cooperative solicitation and contract, all participating jurisdictions except for the lead agency enjoy the benefit of the administrative cost savings.

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Adopted by the Baltimore Regional Cooperative Purchasing Committee 7/5/2001

BRCPC COST REDUCTION CALCULATION

Date _____ Jurisdiction _____

Submitted by _____

Purchase Description _____

NIGP Class/Item _____

Contract Number _____

Quantity _____ Annual Usage _____

Previous Supplier _____

Present Supplier _____

A. Previous Cost (last bid) _____ \$ _____ x Annual Usage = \$ _____
(date) (price)

B. Present Cost \$ _____ x Annual Usage = \$ _____
(price)

C. \$ Cost Reduction (Annual Savings) \$ _____

D. % Cost Reduction _____

Savings accomplished by

- Cooperative Bidding, Original Bid
- Bid Process, Subsequent Cooperative Bids
- New Source
- Negotiation
- Change in Specifications
- Standardization
- New Product
- Procurement Action to avoid price increase
- Other _____

Summary of Action to obtain cost reduction:

A cost reduction occurs when the purchasing function takes planned and deliberate action to obtain the necessary quality level at a better price. Cost reductions can include avoidance of a higher cost that would have occurred had the action not taken place.