



Baltimore Regional Cooperative Purchasing Committee

Participants Guide for Cooperative Purchasing in the Baltimore Region



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

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Appendix 1 Mid-Atlantic Purchasing Team Terms

USER'S GUIDE FOR COOPERATIVE PURCHASING IN THE BALTIMORE REGION

I. BRCPC

The Baltimore Regional Cooperative Purchasing Committee (BRCPC) is a standing committee of the Baltimore Metropolitan Council (BMC) responsible for coordinating regional cooperative purchasing efforts in the Baltimore, Maryland region as defined by BMC membership.

II. PURPOSE AND GOALS

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 as is in the best interest of the entity they represent.

III. MEMBERSHIP

- a. Membership consists of the principal purchasing official or designee from the governments, community colleges and public schools of Anne Arundel County, Baltimore City, Baltimore County, Carroll County, Harford County, Howard County, Queen Anne's County, and the State of Maryland.
- b. Partnership members includes the Metropolitan Washington Council of Governments (MWCOCG) that we have worked with since 2009 and include all members of the MWCOCG's Chief Procurement Officers Committee. Joint procurements are designated under the title of Mid Atlantic Purchasing Team (MAPT). See Appendix 1 for terms and conditions.
- c. Participating members consist of all Maryland entities that work collaboratively on cooperative purchasing initiatives in the State of Maryland.
- d. A chairperson will be appointed by Membership 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. In the absence of an appointed chairperson, the BMC Cooperative Purchasing Director will chair the BRCPC.

IV. ROLE OF THE BALTIMORE METROPOLITAN COUNCIL AND BRCPC

The BMC provides a part-time, Cooperative Purchasing Director, to support the BRCPC. The responsibility of the Cooperative Purchasing Director is to

provide limited research and coordinate services to the BRCPC. Responsibilities include but are not limited to:

- a. Maintaining the Regional Contract Database
- b. Facilitating cooperative purchasing efforts
- c. Provide analytic tools, such as GovSpend and ProcurementIQ
- d. Evaluate cooperative purchasing opportunities
- e. Provide emergency management support
- f. Participate in regional associations and committees that further the mission of BRCPC and more broadly cooperative purchasing, such as Maryland Public Purchasing Association, Association of School Business Officials, and State of Maryland's Procurement Improvement Committee to name a few.
- g. Facilitate opportunities through the Mid Atlantic Purchasing Team that is fostered between BRCPC and MWCOG's Chief Procurement Officers Committee.

The BRCPC typically meets monthly to discuss regional matters and cooperative purchasing opportunities and activities. More frequent meetings are established as needed. If a cooperative procurement is identified, BRCPC membership selects a lead entity to conduct the procurement on their behalf.

V. ROLE OF THE LEAD ENTITY

The lead entity is selected by the members who are participating in the procurement. The lead entity is required to follow their procurement policies and may be asked to include special terms and conditions from members who are participating in the procurement.

Before the Contract Award

- a. The lead entity, assisted by the BRCPC, will review, develop or refine specifications, prepare bid documents, develop a bidders list, and consult with all participating entities.
- b. The bid document shall be developed under the policies and procedures of the lead entity, and may include any other clause(s) required by participating entities. The lead entity shall review the draft solicitation to assure maximum participation by other entities and that a cooperative clause is included that will allow piggybacking any resulting contract.
- c. The lead entity shall forward to all participating entities, the final draft of the solicitation for approval. This can also be accomplished by a BRCPC committee that represents the participating entities. The lead entity will establish a response date for comments, generally two weeks prior to public release of the solicitation.
- d. If any requests for changes are received and are not acceptable by the lead entity, and the difference cannot be resolved with the participating

- entities requesting the change, the lead entity shall present the request to the next scheduled or special meeting of BRCPC for resolution.
- e. The lead entity is the single point of contact for the solicitation and will respond to all inquiries pertaining to the solicitation.
 - f. The lead entity will receive, open and tabulate all responses to the solicitation. Representatives of the participating entities are invited to attend the bid opening.
 - g. The lead entity shall be responsible for all protests in response to the solicitation in accordance with its laws, ordinances and/or regulations.
 - h. If the apparent low bidder is not awarded the contract, an explanation by the lead entity shall be provided to the BRCPC chairman and all participants.

After the Contract Award:

- a. Each participating entity must issue its own contract award to the successful bidder or offerer when a requirement has been authorized, and may be required to furnish copies of its own contract award to the lead entity, *and* the Cooperative Purchasing Director upon request.
The lead entity shall submit to the *Cooperative Purchasing Director* within a reasonable period after bid opening, copies of the tab sheets, evaluations, pertinent correspondence, award recommendations, and any extension or modification documents.
- b. The lead entity shall assist participating entities, if requested, in resolving complaints with the supplier.
- c. The records maintained electronically by the BRCPC will be kept for a five year period.

VI. ROLE OF THE ENTITIES

- a. Participation in any cooperative purchase is always voluntary.
- b. Once an entity determines that it will participate in a solicitation for a cooperative purchase, that entity has committed itself to execute a contract with the awarded supplier when a requirement is authorized. No participating entity may withdraw from the process after the solicitation has been issued by the lead entity. Exceptions may be made when necessary, such as involving such cases as violation of a entity'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 lead buyer within seven (7) calendar days of the bid opening date. Any entity which is a participant in a cooperative purchase shall not execute separate contracts with such suppliers other than under the terms of the cooperative solicitation.
- c. A non-participating entity may choose to piggyback a cooperative purchasing contract only as a mutual agreement between the entity and the supplier. The lead buyer and Cooperative Purchasing Director shall be notified in writing when this occurs.

VII. CONTRACT DISPUTES

- a. Disputes that are interpreted to be based on the original procurement, in general, are resolved by the lead entity. The lead entity shall share that decision with all participating entities, including any modifications to the contract.
- b. Disputes over each participating entity's contract is the responsibility of each participating entity.
- b. It is the BRCPC's recommendation 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 entity, the supplier 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 entity. Notwithstanding the above, a supplier should take all steps necessary to comply with the participating entity's rules, regulations and laws regarding disputes to protect the supplier's legal remedies.
- c. Dispute costs dealing with complaints, including litigation, are to be born by the supplier and/or the entity that issued the purchase order as the case may be.

VIII. AUTHORITY

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

APPENDIX 1

The MAPT utilizes a unique set of terms and conditions that are to be added to procurements identified under the MAPT designation.



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Baltimore Metropolitan Council (“BMC”) and the Metropolitan Washington Council of Governments (“MWCOCG”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The lead agency has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms
 - a. Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
 - b. Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.
2. Other Conditions - Contract and Reporting
The supplier/contractor and participating entity agree:
 - a. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
 - b. To provide to BMC and/or MWCOCG contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
 - c. Contract obligations rest solely with the participating entities only;
 - d. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links <https://www.baltometro.org/purchasing/about/current-bidding-opportunities>