

Are you ready to outsource one or more of your financial aid services but not looking forward to the RFP process? **We have a solution – cooperative buying.**

Your state allows for cooperative buying also known as piggybacking on another valid contract. Contracts that have been competitively bid by another public higher education institution (in-state or out-of-state) can in some instances be utilized by another college or university assuming the secondary institution follows the same terms as the original contract.

### Consider the Advantages

- **Competitive pricing.** Since the contract has already been competitively bid, you leverage the negotiating power of the original contract, which may be for a larger institution and more competitively priced than you are able to secure on your own.
- **Eliminate the hassle of an RFP.** RFPs take precious time and resources. You and others at your institution could spend hours writing the RFP document, holding vendor meetings, reviewing responses, negotiating contract and pricing terms, and selecting the right vendor.
- **Quicker startup.** Leveraging an existing contract saves time and allows you to implement the products and services much quicker than going through an entire RFP and contracting process.

We are here to help connect you with higher education institutions that have already competitively bid our services to take the worry out of the competitive bidding process for you because it has already been done. Taking advantage of this opportunity allows you to quickly implement our services and stay focused on what is important – your students and helping them succeed!

#### MARYLAND

State Finance and Procurement  
Division 2 Procurement  
Title 13 Source Selection for Procurement Contracts  
Subtitle 1: Methods for Selecting Procurement Sources

§ 13-110 STATE FIN. & PROC: Procurement by intergovernmental cooperative purchasing agreement.

(a) Definitions: In this section the following words have the meanings indicated.

1) "Governmental entity" means:

- i. the federal government or an agency or other instrumentality of the federal government;
- ii. another state or an agency or other instrumentality of another state;
- iii. a bistate or multistate agency;
- iv. a county, municipal corporation, or other political subdivision of the State or of another state, or an agency or other instrumentality of the political subdivision;
- v. a bicounty or multicounty agency;
- vi. a primary procurement unit; or

Continued on pg. 2

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vii. an affiliation, alliance, consortium, or group composed solely of governmental entities that is established for purposes of promoting intergovernmental cooperative purchasing.

2) "Intergovernmental cooperative purchasing agreement" means a contract:

(i) 1. entered into by at least one governmental entity and a person selected in a manner that is consistent with the purposes set forth under § 11-201 of this article;

2. that is available for use by the governmental entity entering the contract and at least one additional governmental entity which may, but need not be, an original party to the contract; and

3. that is intended to promote efficiency and savings that can result from intergovernmental cooperative purchasing; or

(ii) between a primary procurement unit and a person who, at the time the intergovernmental cooperative purchasing agreement is awarded, has a contract with the federal government or an agency or other instrumentality of the federal government, and who agrees to provide the unit with identical prices, terms, and conditions as stipulated in the federal contract.

(b) Participation of primary procurement unit.

1) Subject to § 12-107 of this article and paragraph (3) of this subsection, whenever a primary procurement unit procurement officer determines that it is in the best interest of the State to sponsor or participate in an intergovernmental cooperative purchasing agreement, with the approval of the unit head and subject to any other approval required by law, the primary procurement unit may become a party to or participate under the agreement.

2) A determination under this subsection shall be in writing and include a statement that the intergovernmental cooperative purchasing agreement:

(i) will provide cost benefits to the State, promote administrative efficiencies, or promote intergovernmental cooperation; and

(ii) is not intended to evade the purposes of this Division II.

3) A primary procurement unit may not participate under a federal contract if the State's participation is valued at less than \$250,000.

(c) Sponsorship of intergovernmental cooperative purchasing agreement; award of contract.

1) If a primary procurement unit sponsors an intergovernmental cooperative purchasing agreement:

i. the contract shall be awarded in the same manner as the contract would be awarded under this Division II if the unit was the sole participant under the contract; and

ii. all procedures under this Division II, including procedures governing contract claims and protests, shall apply.

2) A political subdivision of the State may participate under any intergovernmental cooperative purchasing agreement sponsored by a primary procurement unit in a manner consistent with the terms of the agreement.

## Get Started Now

Contact your business development partner, call 888.529.2028 or email [InceptiaCS@inceptia.org](mailto:InceptiaCS@inceptia.org) and we can help you get the most out of your contracting options with your purchasing department.

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