

**RULES FOR COMPREHENSIVE PURCHASING CONSORTIUM
OF
CAROLINAS COUNCIL OF HOUSING,
REDEVELOPMENT AND CODES OFFICIALS, INC.**

Purpose:

- a) To establish rules governing operation of the Consolidated Purchasing Consortium (CPC) in order to assist Public Housing Agencies (PHA's) to assure the low-income character of projects as required under Sections 6(a) and 9(a) of the United States Housing Act of 1937, as amended (the Act). Under the CPC Program, Carolina's Council furnishes technical and administrative assistance to subscribing members in purchasing certain supplies, materials, equipment and services necessary in the development, operation and maintenance of low-income housing.
- b) The CPC committee produces bid packages for the solicitation of bids on various items. Bids will be solicited by advertisements placed in national and regional publications as well as direct contact with interested parties. Bid prices of all qualifying bids are furnished to subscribing PHAs/IHAs for the voluntary use of these agencies. Subscribing PHA/IHA members are encouraged to utilize these bid results in compliance with their procurement policies.
- c) It is understood by all contractors and PHAs/IHAs that Carolinas Council is a non-profit corporation and is not a party to any agreement which may be entered into by a contractor and PHA/IHA. By signing this document, CPC bidders and subscribing PHAs/IHAs acknowledge that the Carolinas Council does not in any way warrant goods, services, or financial responsibility of any contractor. Further, the use of the CPC Program is optional for Housing Authorities and that each housing authority is an independent agency over which the CPC Committee has no authority or jurisdiction. All CPC bidders and subscribing PHA/IHA members specifically agree to waive all rights they have or may have against Carolinas Council as a result of any contract entered into as a result of this CPC program.
- d) All procurement activities of a subscribing PHA/IHA should be undertaken in conformance with the requirements of these rules and any other applicable rules and regulations. Each PHA/IHA is solely responsible for its compliance with applicable regulations.
- e) In administering this CPC program, Carolinas Council shall undertake affirmative efforts to encourage greater participation by minority and women's business enterprises as Contractors in accordance with the provisions of Executive Orders 11625 and 12138.

Definitions:

- a) CPC PROGRAM. The CPC program is a program of the Carolina's Council established for the purpose of assisting subscribing PHA/IHA members with specified procurement activities as set forth herein above.
- b) Subscribing PHA/IHA Members. Subscribing members are PHAs/IHAs which are members of the Carolinas Council and which have been approved by Carolinas Council to participate in the CPC program.
- c) CPC Contractor. A qualified bidder who enters into a contract or purchase agreement with a subscribing PHA/IHA member as a result of a bid submitted to the CPC Committee under the CPC program shall be referred to as a CPC contractor. Contracts with installation require the contractor to be licensed according to laws of the State of issue, and provide bond in accordance with the policy requirements of the participating Authority. A CPC installation contractor has submitted with his bid a letter from his Surety or Agent certifying that he qualifies for a Bond Program of at least \$500,000. Agent must sign as Attorney-In-Fact for the Surety and attach a copy of his Power of Attorney. Bonding for specific contracts issued by a participating Authority is a matter between the contracting parties.
- d) Supply Item. A supply item is an item commonly needed by PHAs/IHAs to equip and/or maintain a low-income housing project.
- e) Public Housing Agencies (PHAs). Public Housing Agencies shall have the same definition as in Section 3(6) of The Act and includes all Indian Housing Authorities.
- f) Qualifying Bids. Qualifying bids are bids that are submitted to CPC in accordance with the terms and conditions of this CPC bid solicitation package. The determination of whether a bid is a qualifying bid shall be made by the CPC committee, in the sole discretion of the CPC committee, and such determination shall be final.
- g) Qualified Bidders. All bidders submitting qualified bids under this CPC program shall be referred to as qualified bidders.
- h) CPC Committee. The CPC committee is a committee of subscribing PHA/IHA members appointed by the President of the Carolinas Council for the purpose of administering the CPC program.

Contracts:

- a) Award of Contracts- The CPC Committee does not enter into any contract. Subscribing PHA/IHA members voluntarily enter into Contract(s) with the qualified bidders of choice for the supply item(s) required. Contractor selection is made by the PHA/IHA.
- b) Contract Provisions. Contracts under the CPC Program shall state quantities and prices and reference shall be made to the CPC Program supply item number. PHAs are responsible for executing a contract including required HUD forms in accordance with all HUD regulations.
- c) Disputes. Any dispute concerning a question of fact arising under a Contract must be disposed of by agreement between the contracting parties.

CPC Catalogs:

The CPC Bid documents will be provided to PHA/IHA members via Carolinas Council Website. Each participating member will receive an access code when membership begins. New Specifications, bids received and other documents will be posted on the Website <https://www.carolinascouncil.org>

Sales & Use Tax:

Taxes are not included in CPC Catalog prices. Sales to PHAs in North Carolina and South Carolina are subject to State sales tax, and in some localities, local option taxes. These taxes should be handled in the following manner:

- 1) For non-installed CPC items - Vendors may charge the taxes and report them to the State; or the PHA may choose to pay the tax directly to the State.
- 2) For installed items - Contractors must pay taxes on the cost of materials they use in performing the contract.
- 3) These taxes shall be shown as a separate item on proposals and invoices.

Note: *PHA's shall advise the Vendor/Contractor of local option taxes prior to issuing purchase orders or entering into a contract.*

PHA/Contractor Protection for Unforeseen Material Increases

During the (12) month contracting period, if unforeseen circumstances arise, such as, the vendor experiences a material price increase of greater than 10 %, then the vendor is entitled to apply for compensation for the material increase from the Housing Authority. The PHA/IHA may also amend the contract to do less work or fewer units.

Compensation is for the material price increase only plus applicable taxes. The vendor must provide documentation from the supplier detailing the material price increase of greater than 10% for the Housing Authority to review and approve.

Agreement:

We the undersigned Bidder/PHA/IHA have read and fully understand the foregoing Rules of the Comprehensive Purchasing Consortium (CPC) Program and agree to conduct our CPC business in accordance with these Rules. We further agree to abide by the Code of Ethics attached to and made a part of these Rules. It is understood and agreed that failure to comply with the Rules and the Code of Ethics will terminate our participation in the CPC Program.

Bidder or PHA/IHA

Signature

Title

Date