

NORTH CAROLINA OFFICE OF INDIGENT DEFENSE SERVICES:

**POLICY FOR THE ISSUANCE OF REQUESTS FOR PROPOSALS
AND
ESTABLISHMENT OF LEGAL SERVICES CONTRACTS**

Pursuant to the authority in Section 15.16(c) of Session Law 2011-145 as amended by Section 39 of Session Law 2011-391, Section 18A.4 of Session Law 2013-360, Section 18B.1(k) of Session Law 2014-100, and G.S. 7A-498.2(b), 7A-498.5(d), and 7A-498.6, the following policy governs requests for proposals (RFPs) for legal services and the establishment of contracts for legal services in all classes of cases with the North Carolina Office of Indigent Defense Services (IDS).

It is deemed by the IDS Commission to be in the best interest of IDS to contract for legal services without the assistance of the Division of Purchase and Contract of the Department of Administration. The procedures outlined herein shall be followed in lieu of the laws and rules governing purchases by the Division of Purchase and Contract.

While contracts with Judicial Branch agencies for legal services are not subject to the competitive procurement requirements of Chapter 143 of the North Carolina General Statutes, it is the intent of this policy to provide procedures for the issuance of RFPs and the establishment of contracts with IDS for all classes of legal cases that conform to those basic requirements and principles.

This policy was originally adopted by the IDS Commission on September 16, 2011, and was amended effective December 9, 2011, September 14, 2012, September 13, 2013, June 13, 2014, and February 20, 2015.

SECTION .0100: SCOPE AND DEFINITIONS

.0101 Scope and Application

(a) This policy applies to all IDS contracts for legal representation of indigent persons, including contracts that are generated as a result of the request for proposals (RFP) required by Section 15.16(c) of Session Law 2011-145, as amended by Section 39 of Session Law 2011-391, Section 18A.4 of Session Law 2013-360, and Section 18B.1(k) of Session Law 2014-100. The policy does not apply to any other types of contracts with IDS.

(b) For purposes of this policy, IDS is defined as all entities that fall within the budget of the Office of Indigent Defense Services.

[Section (a) amended effective September 13, 2013 and February 20, 2015.]

.0102 Responsibility

The IDS Director or the Director's designee is responsible for executing all IDS legal services contracts. The administration of RFPs and contracts may be delegated to any IDS staff member.

[Section amended effective September 13, 2013.]

.0103 Location

The principal IDS Office is located at 123 West Main Street, Suite 400, Durham, NC 27701.

.0104 Procedures, Forms, and Terms and Conditions

The IDS Director or the Director's designee shall establish procedures, and prescribe forms and terms and conditions for contracts governed by this policy. The procedures, forms, and terms and conditions shall be established taking into consideration market conditions and trends, legal requirements, and other factors determined to be in the best interests of IDS and its clients.

.0105 Definitions

(a) "Solicitation document" means a written RFP for legal services.

(b) "Offer" means a bid, proposal, or offer submitted in response to an RFP for legal services.

(1) "Qualifying offer" means a bid, proposal, or offer that seeks to demonstrate the qualifications required by the RFP.

(2) "Cost/price offer" means a bid, proposal, or offer that proposes a cost or price for the services required by the RFP.

(c) "Offeror" means the person, firm, or other entity submitting a bid, proposal, or offer in response to an RFP for legal services.

(d) "Evaluation committee" means a committee that may be appointed by the IDS Director to evaluate proposals submitted in response to one or more RFPs.

(e) "Two-step solicitation" means qualifying offers shall be opened and reviewed first, and cost/price offers shall only be opened from offerors who meet the qualifications and who are

placed in the range of all of the most highly rated offers by the IDS Director or the evaluation committee.

(f) “Public funds” are funds from any source including, but not limited to, state, federal, or local funds, grants, donations, or gifts that are deposited in accounts controlled by IDS for the general support of IDS.

(g) “Legal services contract” means a contract for legal representation and related services that IDS enters into with an individual attorney, law firm, or non-profit organization. Pursuant to legal services contracts, independent contractors perform services for IDS that require specialized legal or other knowledge, experience, expertise, or similar capabilities for the provision of legal representation and related services to indigent defendants and respondents who are entitled to representation at state expense. Case-by-case attorney appointments, as well as case-by-case authorizations for experts or other support services that are issued by the IDS Director, the Director’s designee, or a judge do not constitute legal services contracts for purposes of this policy.

[Subsection (g) amended effective December 9, 2011 and June 13, 2014.]

.0106 Public Records and Confidentiality

All information and documentation relative to the development of an RFP shall be subject to public access as required under the state public records laws. Information that constitutes a trade secret as defined in G.S. 132-1.2 or that is otherwise exempt from the public records law shall be withheld from public access to the extent allowed by law.

SECTION .0200: OFFEROR QUALIFICATIONS

.0201 Types of Qualifications

Qualifications for providing legal services in various types of legal proceedings shall be developed by the IDS Director in consultation with the IDS Commission. Qualifications may vary by case type. Qualifications will be designed to satisfy the needs of IDS and its clients without being unduly restrictive, to encourage competition with respect to quality of services and other non-price factors, and to result in contracts with the most qualified offerors. Qualifications shall be comprehensive in nature and intended for repeated use, but may be modified as necessary to ensure that the quality and effectiveness of representation will be sufficient to meet applicable constitutional and statutory standards, to suit local needs, and to accomplish the intent of these procedures.

.0202 Development of Qualifications

(a) In formulating qualifications, the IDS Director shall rely on the IDS Rules, the “Model Regulations for Appointment of Counsel in Cases Under the Indigent Defense Services Act” approved by the IDS Commission, any applicable IDS policies, and any other standards and materials deemed relevant by the IDS Director. The IDS Director may rely on an advisory committee for advice and assistance and may seek review of proposed qualifications by potential

offerors. Such review does not disqualify those potential offerors from participating in future solicitations for legal services contracts.

(b) Upon completion of all necessary studies, reviews, and drafts, qualifications shall be adopted by the IDS Director. After qualifications are adopted as a standard, they may be modified by the IDS Director in consultation with the IDS Commission.

.0203 Adopted Qualifications

Adopted qualifications that are relevant to the services sought shall be included in any RFP.

SECTION .0300: SOLICITATION AND CONTRACT PROCEDURES

.0301 General Contracting Requirements

Unless a waiver or exemption under section .0500 of this policy applies, for all legal services contracts with IDS involving an annual expenditure of public funds of \$25,000 or more:

- (a) Competition shall be solicited;
- (b) RFPs that include standard language, including standard terms and conditions prepared by IDS, shall be issued;
- (c) Public advertising shall be required in accordance with section .0303 of this policy;
- (d) Offers shall be sealed in accordance with section .0306 of this policy; and
- (e) Offers shall be publicly opened in accordance with section .0308 of this policy.

.0302 Requests for Proposals (RFPs)/One and Two-Step Solicitations

- (a) If an RFP solicits qualifying offers only and does not solicit cost/price offers, a one-step solicitation shall be used, evaluation shall be of qualifications only, and the rate of compensation pursuant to any contract that results from the RFP shall be determined by IDS and set forth in the RFP.
- (b) If an RFP solicits both qualifying and cost/price offers, a two-step solicitation shall be used.
- (c) All RFPs shall require the offerors to certify that each offer is submitted competitively and without collusion.

[Subsection (c) amended effective December 9, 2011.]

.0303 Advertising Requirements

- (a) All RFPs shall be advertised at least once, at least ten (10) calendar days prior to the designated opening date. RFPs may be advertised more than once and for more than ten (10) calendar days.
- (b) IDS shall advertise using the IDS website, all established IDS attorney listservs, and IDS' EBlast system. IDS may also advertise in other ways that are intended to reach the vendors that IDS has reason to believe may be interested in the particular solicitation document including, but

not limited to, newspaper advertisement. The determination as to the method of additional advertising is at the discretion of the IDS Director or the Director's designee.

(c) If there is an attachment to an RFP that the IDS Director or the Director's designee determines will not be transmitted electronically, the solicitation document shall contain instructions that potential offerors may follow to obtain the attachment.

[Subsection (b) amended effective February 20, 2015.]

.0304 Pre-Bid Conference

(a) When an RFP requires potential offerors to attend a pre-bid conference, the date, time, location, and other pertinent details of the conference shall be provided in the RFP and the advertisement.

(b) If only one potential offeror attends the conference, the conference may continue as planned, but the solicitation shall be cancelled immediately following the conference. If this happens, IDS shall investigate immediately to determine whether there is sufficient competition available. If it is determined that competition is available, IDS shall repeat the solicitation unless otherwise permitted by this policy. If it is determined that there is no competition available, the procurement may be handled as a waiver under section .0501 of this policy.

.0305 Question Period

(a) An RFP may provide for a question period before final proposals are advertised to allow potential offerors to submit written questions as to the intent of or to clarify the solicitation.

(b) All questions submitted by potential offerors during this process shall be addressed to the IDS Director or a designee named in the RFP. Copies of all questions received and written responses shall be provided to all known potential offerors. Verbal communications from whatever source are not binding on IDS and shall not be considered part of the solicitation process.

(c) Revisions to an RFP shall be made only by written addendum from the IDS Director or named designee, and any such addendum shall be advertised in the manner provided in section .0303.

.0306 Sealed Offers

All offers submitted in response to an RFP shall be sealed. Telephone, facsimile, and electronically transmitted offers shall not be accepted.

.0307 Withdrawal of Offers

Offers may be withdrawn prior to the deadline for receipt of offers, upon signed, written request from an authorized agent of the offeror.

.0308 Public Opening/Two-Step Solicitation

(a) Offers on advertised RFPs shall be publicly opened at the date, time, and place identified in the RFP. At the time of opening, the names of the offerors and the prices and payment terms

they have submitted, if such terms are solicited and opened, shall be tabulated. Offers shall become public records at the time of opening.

(b) Under a two-step solicitation, the cost/price offers shall not be opened until the qualifying offers have been evaluated and then only those offerors determined by IDS to have acceptable qualifying offers shall have their cost/price offers opened. The cost/price offers from offerors whose qualifying offers were deemed unacceptable shall remain unopened. The remaining cost/price offers shall be publicly opened, the results tabulated, and at that time become a public record.

[Subsection (b) amended effective December 9, 2011.]

.0309 Late Offers and Modifications

All offers shall be delivered on time, regardless of the mode of delivery. Offers or requests for modification that are late may be considered only if the delay is caused by IDS personnel and is not the fault of the offeror.

.0310 Errors and Clarifications

Offers must substantially comply with the requirements in the RFP. IDS may investigate and seek clarification of apparent errors or ambiguities, but shall not conduct such investigation or clarification if it will give any offeror an unfair advantage. Any communication with an offeror that may be necessary for the purpose of clarification of its offer shall be conducted by the IDS Director or the Director's designee.

[Section amended effective June 13, 2014.]

.0311 Extension of Acceptance Time

When in the public interest, IDS may ask offerors to extend the time offered for acceptance of offers by IDS.

.0312 Evaluation

(a) Offers shall be evaluated based on the evaluation criteria adopted by IDS and identified in the RFP.

(b) An unexecuted offer shall not be evaluated and shall be rejected, unless the error is cured in accordance with the terms of the RFP.

(c) Possession of original offers, including any accompanying information submitted with the offers, shall be limited to persons who are responsible for handling the offers and accompanying information and others deemed necessary by IDS for the purpose of evaluation and award of contract. Offeror participation in the evaluation shall not be permitted.

[Subsection (b) amended effective September 13, 2013.]

.0313 Basis for Awards

(a) Contracts shall be awarded based on the best overall value as determined by the IDS Director or an evaluation committee appointed by the Director. Best value evaluation factors may include, but are not limited to, quality factors, prior record of performance, expertise with similar services, financial stability, and cost (if cost/price offers are solicited). Award shall be made to the responsive and responsible offeror(s) whose offer(s) is(are) determined in writing to be the most advantageous to IDS and its clients, using all of the evaluation factors set forth in the RFP.

(b) The IDS Director or evaluation committee shall evaluate the offers in accordance with the evaluation factors stated in the solicitation document, including an assessment of the relative strengths, weaknesses, and deficiencies of the offers.

(c) The IDS Director or evaluation committee shall determine a final ranking of all offers under consideration using the criteria set forth in the solicitation document, and shall provide a brief written justification for the ranking.

(d) In recognition of the General Assembly's directive that IDS consider the cost-effectiveness of proposed contracts and ensure that the quality of representation is sufficient to meet applicable constitutional and statutory standards, cost/price shall not be the sole factor in determining awards.

[Subsection (d) amended effective September 13, 2013.]

.0314 Notification of Awards

After contracts are awarded, all offerors shall be notified in writing or electronically by IDS. In addition, if a solicitation is advertised through the IDS website, notice of the resulting contracts shall be posted on that website once the contracts are executed.

[Section amended effective September 13, 2013.]

.0315 Public Records

Records of solicitations shall be made available during normal business hours and after reasonable notice to IDS, with the exception of trade secrets and other confidential items under state law.

.0316 Lack of Competition

The purpose of soliciting offers is to seek and obtain competition. If only a single offer is received or if reasonable and available competition is not obtained, the reason shall be ascertained and made a matter of record.

SECTION .0400: REJECTION OF OFFERS/NEGOTIATIONS

.0401 Basis for Rejection and Notification

(a) Any and all offers received may be rejected in whole or in part. Basis for rejection may include, but is not limited to, failure to meet specifications or qualifications in the RFP; receipt of

more qualified offers than available caseload units or sessions; lack of competitiveness by reason of collusion or otherwise; determination that reasonably available competition was not received; error(s) in the solicitation document or indications that revisions would be to the advantage of IDS and its clients; cancellation of or changes in the intended service or other determination that the proposed contract is no longer needed; limitation or lack of available funds; circumstances that prevent the determination of the most advantageous offer; or determination that rejection would be in the best interests of IDS and its clients.

(b) If caseload units or sessions that were included in the RFP remain available and post-RFP projections do not suggest that fewer caseload units or sessions will actually be available during the term of the resulting contracts, but IDS has declined to award a contract to an offeror on the ground that IDS determined the offeror did not demonstrate an ability to provide effective representation for the clients who would be served by the contract, IDS shall notify that offeror of IDS' determination in writing or electronically.

[Subsection (a) amended effective September 13, 2013. New subsection (b) added effective September 13, 2013 and amended effective June 13, 2014.]

.0402 Public Record

Action in rejecting offers in whole or in part shall be a matter of public record.

.0403 Negotiations

(a) If IDS does not receive a satisfactory response to a solicitation, all offers are rejected, and IDS determines that soliciting offers again would serve no purpose, negotiations may be conducted with all known offerors who may be capable of satisfying the requirements. If the negotiations are conducted with only one party, or if only one offeror responds to the negotiations, the reason for the lack of competition shall be documented in writing for the public record.

(b) Negotiations, including competitive negotiations, may also be conducted under conditions that merit a waiver of competition, if an offeror submits an offer that would involve creating a new alternative service delivery system such as a non-profit, or in other situations that the IDS Director determines are advantageous.

(c) Negotiations may be conducted with offerors after proposals are opened. Final price adjustments or best and final offers may be allowed.

[Subsection (b) amended effective June 13, 2014. Original subsection (d) deleted effective June 13, 2014.]

SECTION .0500: WAIVER OF COMPETITION/EMERGENCIES

.0501 Waiver of Competition

(a) Under conditions listed in this policy, and for other reasons deemed to be in the public interest by the IDS Director or the Director's designee, competition may be waived. Conditions permitting waiver include cases where performance or price competition is not available, a needed service is available from only one provider, emergency or pressing need action is

indicated, competition has been solicited but an insufficient number of satisfactory offers is received, additional services are needed to complete an ongoing job or task, and there is evidence of collusion on the part of offerors that thwarts normal competitive procedure.

(b) When a satisfactory price is available from a previous contract and the IDS Director or the Director's designee determines that market conditions have not significantly changed, service contracts may be renewed without soliciting competition or public advertising. However, in no event shall a contract, other than small service contracts as defined in section .0502 of this policy, be renewed for more than one additional term of the same length as the original term without competitive bidding.

[Subsection (a) amended effective June 13, 2014. Subsection (b) amended effective February 20, 2015.]

.0502 Small Service Contracts

Annual service contracts under \$25,000, where the amount of the contract is generally too small to justify the cost and time associated with soliciting competition, generally shall not be subject to competitive bidding, unless the IDS Director deems it advantageous to IDS and its clients to solicit competitive bids.

.0503 Exemptions/Emergencies and Pressing Need

(a) IDS may contract for legal services without competition in the case of emergency or pressing need. For this purpose, an emergency is defined as a situation that endangers lives, property, or the continuation of a vital program and that can only be rectified by immediate procurement of services. A pressing need is one arising from unforeseen causes including, but not limited to, delay by contractors and an unanticipated volume of work.

(b) IDS may negotiate with a potential offeror in an effort to acquire the quality of services needed at the best possible price, terms, and conditions. A solicitation document requesting or inviting offers may be issued, if circumstances permit.

(c) When emergency or pressing need action is necessary, the circumstances shall be recorded in writing for the public record.

.0504 Competition and Negotiation

Although competition may be waived pursuant to this section, it is required whenever practicable. Where waiver is contemplated, IDS may negotiate with a potential vendor(s) in an effort to acquire the quality of services needed at the best possible price and terms and conditions.

SECTION .0600: MISCELLANEOUS PROVISIONS

.0601 Confidential Trade Secrets

Trade secrets that satisfy the requirements of G.S. 132-1.2 shall be identified by the offeror and marked as "confidential."

.0602 Funds from Different Sources

All public funds irrespective of source, whether special, federal, state, local, gifts, bequests, receipts, or fees, that are used for the purchase of legal and related services shall be handled under the provisions of this policy.

.0603 Key Personnel

Absent language to the contrary in the solicitation document or contract, contractors shall not be permitted to utilize substitute service providers without the advance written approval of the IDS Director or the Director's designee.

.0604 Change in Corporate Structure

In cases where contractors are involved in corporate consolidations, acquisitions, or mergers, or change law firms, the continuance of contracts within the framework of the new corporate structure or law firm shall be governed by the terms of the contract. In no event may the State's contracts be assigned.

[Section amended effective September 13, 2013.]

.0605 Use of Contracting Power for Private Gain

The contracting power of the State or IDS shall not be used for private gain or advantage. Services procured through contracts with the State or IDS, except those in accordance with G.S. 143-58.1, shall not be for personal use.

.0606 Default Proceedings

IDS may find a contractor in default of contract for failing to perform in accordance with the contract requirements, terms, and conditions, or for other good cause. If a contractor is found in default of contract, the IDS Director or the Director's designee may take action to procure the services on the open market and may charge the defaulting contractor any additional service costs for which the defaulting contractor has already been paid. If IDS finds a contractor in default, such action and the circumstances shall be recorded in writing for the public record. This section does not limit any other remedy available to IDS.

SECTION .0700: RECORDS AND FILES

.0701 Record Maintenance

Except where state law provides to the contrary, the contracting records of IDS are public documents and shall be maintained for a period of five years after the expiration date of the contract.

.0702 Files

- (a) Each contract file shall be identified so that it can be readily located.
- (b) Each contract file shall include:

- (1) Original written offers;
- (2) Reason for award or cancellation;
- (3) Worksheets/evaluations;
- (4) Mailing list, if used;
- (5) Written justification for waiver or emergency purchase, if applicable;
- (6) Tabulation of offers received;
- (7) Related correspondence;
- (8) Reason(s) for receiving only one offer in response to a solicitation, if applicable; and
- (9) Negotiated contracts.

(c) Except where state law provides to the contrary, all materials in the file, except confidential information, shall be open to interested persons during normal office hours, or copies shall be furnished in accordance with the state public records laws.

SECTION .0800: PROTEST PROCEDURES

.0801 General

IDS recognizes the right of offerors who believe that an incorrect decision was made with regard to the award of a contract to have their grievances heard. This section is intended to create an informal method for the resolution of complaints when all caseload units or sessions that were covered by an RFP were awarded to other offerors. This section is also intended to implement the right to seek review by the senior resident superior court judge for the district pursuant to Section 18A.4 of Session Law 2013-360 and Section 18B.1(k) of Session Law 2014-100 when caseload units or sessions remain available but IDS has declined to award a contract to an offeror because IDS determined the offeror did not demonstrate an ability to provide effective representation for the clients who would be served by the contract.

[Section amended effective September 13, 2013, June 13, 2014, and February 20, 2015.]

.0802 Protest Procedure when all Caseload Units and Sessions were Awarded

The following protest procedure does not apply to a limited RFP for caseload units or sessions that become available after existing contracts are renewed without soliciting competition pursuant to section .0501(b). When all caseload units or sessions that were included in an RFP were awarded to other offerors or post-RFP projections suggest that fewer caseload units or sessions will actually be available during the term of the resulting contracts, but an offeror believes that an incorrect decision has been made with regard to any contract awarded or not awarded by IDS, the offeror should proceed as described in this section:

- (a) The offeror shall prepare a letter addressed to the IDS Director stating in detail the act or omission or other circumstance that allegedly harmed the offeror.
- (b) The letter must be received at IDS within fifteen (15) calendar days of notification of awards pursuant to section .0314 of this policy.
- (c) Within thirty (30) calendar days of the deadline for written protests pursuant to subsection (b), above, a Committee of the IDS Commission appointed by the Chair shall hold an informal

in-person or telephone meeting to review the offeror's letter. The offeror shall not appear in person and address the Committee, unless requested to do so by the Committee.

(d) By majority vote of the Committee members who are present at the informal meeting, the Committee of the IDS Commission is authorized to take whatever action it deems appropriate to resolve the protest, including but not limited to denying the claim, overturning the award in favor of a different award, or rescinding the initial award and ordering a rebid. However, the Committee shall not overturn or rescind a decision regarding an award unless it is fully satisfied that the initial decision was arbitrary, capricious, or an abuse of discretion under the totality of the circumstances.

(e) Within ten (10) calendar days of the close of the informal meeting, the Committee Chair or the Committee Chair's designee shall render a written summary of the Committee's findings and a decision regarding the offeror's claims, and shall send that summary to all members of the IDS Commission by email.

(f) If a timely protest is received, the contract award that is the subject of the protest shall not be executed until the procedure set forth in this section has been completed.

[Subsections (d) and (e) amended effective December 9, 2011. Subsections (c) and (d) amended effective September 14, 2012. Section amended effective September 13, 2013. Section and subsection (e) amended effective June 13, 2014. Section amended effective February 20, 2015.]

.0803 Protest Procedure when Caseload Units or Sessions Remain Available but IDS Determined an Offeror did not Demonstrate an Ability to Provide Effective Representation

The following protest procedure applies to any RFP, including a limited RFP for caseload units or sessions that become available after existing contracts are renewed without soliciting competition pursuant to section .0501(b). When caseload units or sessions that were included in any RFP remain available and post-RFP projections do not suggest that fewer caseload units or sessions will actually be available during the term of the resulting contracts, but IDS has declined to award a contract to an offeror on the ground that IDS determined the offeror did not demonstrate an ability to provide effective representation for the clients who would be served by the contract, the offeror should proceed as described in this section:

(a) The offeror shall prepare a letter addressed to the senior resident superior court judge for the district and copied to the IDS Director stating that a dispute has arisen about the offeror's ability to provide effective representation to the clients who would be served by the contract and specifying the remaining available case or session types for which the offeror believes he or she is able to provide effective representation.

(b) The letter to the judge and IDS Director must be postmarked within twelve (12) calendar days of IDS' notification that the offeror did not demonstrate an ability to provide effective representation pursuant to section .0401(b) of this policy.

(c) Within ten (10) calendar days of the deadline for written protests pursuant to subsection (b), above, the IDS Director or the Director's designee shall provide a copy of the offeror's offer to the senior resident superior court judge for the district. Upon request, the IDS Director or the Director's designee shall also provide to the senior resident superior court judge of the district

copies of additional materials that are subject to public access under the state public records laws.

(d) Within forty (40) calendar days of the deadline for written protests pursuant to subsection (b), above, the senior resident superior court judge shall review the offeror's protest *de novo* and shall deny or uphold the protest in full or in part. The senior resident superior court judge shall record the judge's decision regarding the offeror's protest on a form provided by the IDS Director or the Director's designee and shall send that form to the IDS Director or the Director's designee by email or facsimile.

(e) If the senior resident superior court judge of the district upholds the protest in full or in part, the IDS Director or the Director's designee shall award some or all remaining caseload units or sessions to the offeror in a manner that is consistent with the judge's decision.

[New section added effective September 13, 2013. Section and subsection (b) amended effective June 13, 2014.]

.0804 Appeals and Legal Challenges

There is no right of appeal from the decision of the Committee of the IDS Commission or the senior resident superior court judge of the district. Nothing in these policies and procedures shall create a right of action in favor of any offeror. If a protest has been denied and an offeror believes he or she has a valid legal claim, venue for any legal challenges shall lie in Durham County, North Carolina.

[Section amended effective December 9, 2011 and September 13, 2013.]