



HAYWOOD COUNTY  
BOARD OF COMMISSIONERS

AGENDA REQUEST

***Must be presented to the County Manager's Office  
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING***

DATE OF REQUEST: 6/28/16  
FROM: Chief Jeff Haynes, Haywood County Sheriff's Office

MEETING DATE REQUESTED: July 18, 2016

*Regular meetings:  
First (1<sup>st</sup>) Monday of the month at 9:00 am  
Third (3<sup>rd</sup>) Monday of the month at 5:30 pm*

SUBJECT: Request approval for Sheriff Vehicles vendor from Request for Proposal (RFP) results.

REQUEST: Approve the lowest responsive, responsible bidder giving the best value for the Sheriff Vehicles RFP.

BACKGROUND: A formal bid request was posted on the county website and sent out to known Sheriff Vehicle fleet vendors. Fairway Ford, Evans, GA, is the lowest responsive, responsible bidder that gives the best value to the taxpaying citizens.

IMPLEMENTATION PLAN: Once approved, a PO will be issued for a total of 7 vehicles. Up to three Police Interceptor Sedans will be ordered sometime around July and the remaining four will be ordered sometime a couple months later, for a total of \$200,288.90 for the fiscal year.

FINANCIAL IMPACT STATEMENT: Currently, seven Police Interceptor Sedans and extra vehicle equipment are in the budget for the Haywood County Sheriff's Office.

SUPPORTING ATTACHMENTS: YES  X  NO   HOW MANY?  6

LIST:	Sheriff Vehicles RFP Bid Tabulation	Sheriff Vehicles RFP Advertisement
	Sheriff Vehicles RFP Addendum 1	Fairway Ford Quote
	Sheriff's Office YTD Budget Report	G.S. 143-129

PowerPoint Presentation: YES   NO  X

PERSON MAKING PRESENTATION AT MEETING: Jeff Haynes  
TITLE: Chief, Haywood County Sheriff's Office  
PHONE: 828-356-2851  
E-MAIL: [jhaynes@haywoodnc.net](mailto:jhaynes@haywoodnc.net)

THIS SECTION FOR OFFICE USE ONLY

Received (Date/Time): \_\_\_\_\_

County Manager / Clerk to the Board Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In an effort to save paper, attachments should be copied on both front and back sides.

**Sheriff Vehicle RFP FY17**  
 Haywood County Sheriff's Office

**Deadline: Tuesday 6/28/2016**  
**Bid Opening: 3:00 PM HR Conference Room**

**Bid Tabulation**

VENDOR	Sealed Bid/ Submitted By Deadline?	5% Bid Bond /Check Included?  Bond or Check?	Addendum #1 <b>Option #1 Bid</b> Police Sedan (or equal) <b>WITH decals/markings</b>	Addendum #1 Option #2 Bid Police Sedan (or equal) WITHOUT decals/markings	Signed/notarized E-Verify Affidavit Included?	Signed Iran Divestment Act Certification Form Included?	NOTES:
1 <b>Jacky Jones Ford</b> 2742 Hwy 129 S Cleveland GA 30528	Y	<b>No bid bond/deposit</b>	No bid bond/deposit so bid not counted.	N/A	Y	Y	No bid bond/deposit so bid not counted.
2 <b>Fairway Ford</b> 4333 Washington Rd Evans GA 30809	Y	Y Check	<b>28,612.70</b> <b>200,288.90 total</b>	No bid on Option #2	Y	Y	<b>Lowest responsible responsive bid giving best value to taxpaying citizens.</b> <i>Bid includes additional offer for center console with arm rest &amp; cup holders plus hot wire for radio &amp; coax run.</i> " July-60-90 days; Sept./Oct.-30 days or less
3 <b>Ken Wilson Ford</b> 769 Champion Dr Canton NC 28716	Y	Y Check	<b>28,607</b> <b>200,249 total</b>	24,047 Doesn't include any other upfits, but includes decals/markings. 23,496 Doesn't include any other upfits nor decals/markings.	Y	Y	Bid does not include additional offer for center console with arm rest & cup holders plus hot wire for radio & coax run. <b>Per the Ken Wilson Ford Fleet Sales Rep, it would cost an additional \$452/vehicle.</b> <i>July-45-60 days; Sept./Oct.-45-60 days</i>
<b>County Employee/Witness &amp; Department:</b>						<b>ADDITIONAL NOTES:</b>	
Donna Corpening, HC Finance			Chief Jeff Haynes, HC Sheriff's Office			----- 2017 models won't be available until at least Nov./Dec. and could be a higher price pending NC contract. Last date to order 2016 models is 9/9/16.	
Captain Jason Smiley, HC Sheriff's Office			Julie Davis, HC Finance				

The Haywood County Sheriff's Office will present to the Board of Commissioners at the next meeting  
 the vendor recommendation and bid based on RFP  
 which is the lowest responsible responsive bidder, giving best value to taxpaying citizens.



**ADVERTISEMENT FOR REQUEST FOR PROPOSAL (RFP)  
SHERIFF VEHICLES  
HAYWOOD COUNTY  
WAYNESVILLE, NC 28786**

Pursuant to North Carolina General Statutes 143-129 as amended, Haywood County will accept bids for seven Sheriff Vehicles until **3:30 p.m., Tuesday, June 28, 2016**, in the **Finance Office, 215 N Main St, 4<sup>th</sup> Floor, Waynesville, NC 28786**, at which time we will publicly open. Interested parties may obtain complete specifications from the county website: [www.haywoodnc.net](http://www.haywoodnc.net) under Doing Business with Haywood County or:

Captain Jason Smiley  
Haywood County Sheriff's Office  
[jsmiley@haywoodnc.net](mailto:jsmiley@haywoodnc.net)  
828-452-6666

Each proposal must meet the requirements of the proposal portion of the RFP, including a certified or cashier's check payable to the order of Haywood County Finance, or a satisfactory bid bond executed by the Bidder and a corporate surety licensed under the laws of the State of North Carolina to execute such bonds in an amount not less than 5% of the bid as required per instructions in the bid packet. Bids will be awarded to the lowest responsible bidder taking into consideration quality, performance and time specified in the bid for the performance of the contract. County reserves the right to order additional quantities of the same vehicle per the specifications within 12 months of the contract award at the same price. Haywood County reserves the right to reject any or all bids and waive any or all formalities.

Sealed packages should be marked as follows:

**"SEALED BID FOR SHERIFF VEHICLES  
DO NOT OPEN PRIOR TO 3:30 P.M.  
Tuesday, June 28, 2016."**

The Name and address of the bidder must be plainly marked on the outside of each package. Bids may be mailed or delivered attention to:

**Donna Corpening, Purchasing  
Haywood County Finance Office  
215 N Main St, 4<sup>th</sup> Floor  
Waynesville, NC 28786**

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Ira Dove  
County Manager  
215 N. Main Street  
Waynesville, NC 28786



Haywood County Sheriff Vehicles RFP FY17

**ADDENDUM #1**

6/24/16

VEHICLES FOR HAYWOOD COUNTY  
REVISED BID SHEET

You have the **option to bid on one or both** of the 2017 Police Interceptor Sedan including all decals and markings and/or without decals and markings:

Vendor \_\_\_\_\_

**Option #1**

Bid Amount for 2017 Police Interceptor Sedan (or approved equal) **including all decals and markings:**

\_\_\_\_\_ X 7 \_\_\_\_\_

**July order of 4 Sedans:**

Date Available for Delivery to Haywood County Sheriff's Office, Waynesville NC

\_\_\_\_\_

**October order of 3 Sedans:**

Date Available for Delivery to Haywood County Sheriff's Office, Waynesville NC

\_\_\_\_\_

- Price must exclude tax, tag (permanent) and title fees

**Option #2**

Bid Amount for 2017 Police Interceptor Sedan (or approved equal) **without decals and markings:**

\_\_\_\_\_ X 7 \_\_\_\_\_

**July order of 4 Sedans:**

Date Available for Delivery to Haywood County Sheriff's Office, Waynesville NC

\_\_\_\_\_

**October order of 3 Sedans:**

Date Available for Delivery to Haywood County Sheriff's Office, Waynesville NC

\_\_\_\_\_

- Price must exclude tax, tag (permanent) and title fees



**VEHICLES FOR HAYWOOD COUNTY  
BID SHEET**

**Vendor** FAIRWAY FORD OF AUGUSTA  
1333 WASHINGTON RD  
EVANS, GA 30809

**Bid Amount for 2017 Police Interceptor Sedan (or approved equal)**

28,612.70      **X 7**      200,288.90

**July order of 4 Sedans:**

Date Available for Delivery to Haywood County Sheriff's Office, Waynesville NC

60-90 DAYS

**October order of 3 Sedans:**

Date Available for Delivery to Haywood County Sheriff's Office, Waynesville NC

30 DAYS OR LESS

- ***Price must exclude tax, tag (permanent) and title fees***

NOTE: NOT ASK FOR BUT INCLUDED IN QUOTE IS:  
1. CENTER CONSOLE WITH ARM REST & CUP HOLDERS  
2. HOT WIRE FOR RADIO & COAX RUN

NOT ABLE TO PROVIDE STATE INSPECTION STICKER

BID GOOD FOR 16 YEAR MODEL ONLY



**SHERIFF VEHICLE SPECIFICATIONS**  
**FULL SIZE VEHICLE WITH POLICE PACKAGE**

The intent of this bid request is to secure a firm delivered price on an all wheel drive, pursuit rated police patrol car(s). Vehicle shall be manufacturer's latest production model. (Ford Police Interceptor Sedan or approved equal). All Federal and State safety requirements shall be met by OEM. Unit shall include a current NC State Inspection and delivery of each complete vehicle to the Haywood County Sheriff's Office. **Attached Equipment Data Sheet is required and shall be filled out completely and accurately by the successful bidder for each vehicle delivered and included with invoice/title.**

**NOTE: These specifications are for reference only.** All yes or no compliance responses for these specifications shall be documented in the bid package.

**FEATURES**

- Delivered to the Haywood County Sheriff's Office, Waynesville, NC
- 2017 Police Interceptor Sedan AWD 4dr (or approved equal)
- Engine: 3.7L V6
- Transmission: 6-Speed Automatic
- Preferred Police Equipment Package
- 3.65 Axle Ratio
- Front Headlamp/Police Interceptor Housing Only
- Driver Side Only Incandescent Spot Lamp
- Remote Keyless Entry Key Fob W/O Key Pad
- Rear Power Window Delete
- Black Exterior
- Black Interior
- Heavy-Duty Cloth Front Bucket Seats
- Vinyl Rear Seats
- Whelen Super Liberty LED Light Bar with Traffic Advisor
- TST Lit & Lettered Switch Box
- Full Wheel Cover
- Whelen Hs295 100 Watt Hands-Free Siren
- Federal Signal Sa124 100-Watt Speaker
- Mag Light & Charger
- Extra 3-Hole Power Outlet
- Setina Cage
- All Decals & Markings
- 5 Year, 100,000 Mile Power Train Warranty
- Title work to be done by Haywood County through local tag office

**NOTE: NO DEALER ADVERTISING ON VEHICLES.**

FOR 2017 01

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
11 GENERAL	APPROP	ADJSTMIS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
-----							
114310 SHERIFF							
-----							
114310 512100	SALS. & WAGES-REG.PER	2,522,187	0	2,522,187	86,025.97	.00	2,436,161.03 3.4%
114310 512107	SPEC. ASSIGNMENT PAY	25,072	0	25,072	250.72	.00	24,821.28 1.0%
114310 512200	SALARIES & WAGES-OVE	125,000	0	125,000	7,482.73	.00	117,517.27 6.0%
114310 512600	SALARIES & WAGES-TEM	105,000	0	105,000	5,934.87	.00	99,065.13 5.7%
114310 512700	SALARIES & WAGES-LON	37,661	0	37,661	.00	.00	37,661.00 .0%
114310 515000	CLOTHING ALLOWANCE	8,600	0	8,600	294.18	.00	8,305.82 3.4%
114310 518100	SOCIAL SECURITY CONT	215,999	0	215,999	7,418.99	.00	208,580.01 3.4%
114310 518200	RETIREMENT CONTRIB	213,080	0	213,080	7,377.73	.00	205,702.27 3.5%
114310 518202	ST 401(K) SUPP RET I	125,630	0	125,630	4,251.40	.00	121,378.60 3.4%
114310 518204	CO CONTRIB-401(K) SU	3,947	0	3,947	157.08	.00	3,789.92 4.0%
114310 518300	HOSPITALIZATION INS	612,000	0	612,000	21,218.75	.00	590,781.25 3.5%
114310 518600	WORKERS' COMP CONTRI	44,972	0	44,972	.00	.00	44,972.00 .0%
114310 518900	OTHER FRINGE BENEFIT	3,221	0	3,221	123.45	.00	3,097.55 3.8%
114310 518904	OTHER FR.BENE-DISAB.	14,500	0	14,500	.00	.00	14,500.00 .0%
114310 519200	PROF SERVICES-LEGAL	31,250	0	31,250	.00	.00	31,250.00 .0%
114310 519301	PROF SERVICES-MEDICA	2,900	0	2,900	.00	.00	2,900.00 .0%
114310 519303	PROF SERVICES-MED-EM	3,840	0	3,840	.00	.00	3,840.00 .0%
114310 519900	PROF SERVICES-OTHER	1,500	0	1,500	.00	.00	1,500.00 .0%
114310 521300	UNIFORMS	49,000	0	49,000	.00	.00	49,000.00 .0%
114310 522000	FOOD & PROVISIONS	2,400	0	2,400	.00	.00	2,400.00 .0%
114310 523100	SDARE DARE PROGRAM EX	1,500	0	1,500	.00	.00	1,500.00 .0%
114310 525000	VEHICLE SUPPLIES & M	1,500	0	1,500	.00	.00	1,500.00 .0%
114310 525002	FUEL/GAS/DIESEL	145,000	0	145,000	.00	.00	145,000.00 .0%
114310 526000	OFFICE SUPPLIES & MA	10,000	0	10,000	.00	.00	10,000.00 .0%
114310 526006	OFFICE SUPLS & MTRLS	4,500	0	4,500	.00	.00	4,500.00 .0%
114310 526900	NON-EXPENDABLE OFFIC	2,250	0	2,250	.00	.00	2,250.00 .0%
114310 526901	NON-EXPENDABLE DEPT.	16,000	0	16,000	.00	.00	16,000.00 .0%
114310 526901	8079 NON-EXPEND.DEPT.	10,000	0	10,000	.00	.00	10,000.00 .0%
114310 526902	NON-EXPENDABLE VEH E	111,811	0	111,811	.00	.00	111,811.00 .0%
114310 529100	DATA PROCESSING SUPP	2,000	0	2,000	.00	.00	2,000.00 .0%
114310 529200	DATA PROCESSING-SOFT	2,000	0	2,000	.00	.00	2,000.00 .0%
114310 529300	OTHER SUPPLIES & MAT	3,000	0	3,000	.00	.00	3,000.00 .0%
114310 529301	OTHER SUPPL-SERT-AMM	7,000	0	7,000	.00	.00	7,000.00 .0%
114310 529302	UNDERCOVER FUNDS	1,000	0	1,000	.00	.00	1,000.00 .0%
114310 529900	MISCELLANEOUS SUPPLI	1,500	0	1,500	.00	.00	1,500.00 .0%
114310 529904	MISC SUPLS-AMMUNITIO	13,000	0	13,000	.00	.00	13,000.00 .0%
114310 531100	TRAVEL	9,700	0	9,700	.00	.00	9,700.00 .0%
114310 532000	COMMUNICATIONS	53,000	0	53,000	.00	.00	53,000.00 .0%
114310 535200	REPAIRS & MAINT-EQUI	15,000	0	15,000	.00	.00	15,000.00 .0%
114310 535201	MAINTENANCE CONTRACT	62,450	0	62,450	.00	.00	62,450.00 .0%

FOR 2017 01

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
11 GENERAL	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
114310 535300 REPAIRS & MAINT-VEHI	60,000	0	60,000	.00	.00	60,000.00	.0%
114310 539100 LEGAL ADVERTISING	800	0	800	.00	.00	800.00	.0%
114310 539200 LAUNDRY & DRYCLEANIN	16,000	0	16,000	612.00	.00	15,388.00	3.8%
114310 539500 TRAINING-EMPLOYEE ED	12,000	0	12,000	.00	.00	12,000.00	.0%
114310 539901 OTHER SERVICES-DRUG	4,600	0	4,600	.00	.00	4,600.00	.0%
114310 541201 RENT - MISCELLANEOUS	1,000	0	1,000	.00	.00	1,000.00	.0%
114310 543201 RENT OF DCI EQUIPMEN	7,500	0	7,500	.00	.00	7,500.00	.0%
114310 543900 RENT OF EQUIPMENT	18,000	0	18,000	.00	.00	18,000.00	.0%
114310 545200 VEHICLE INS	53,000	0	53,000	.00	51,241.00	1,759.00	96.7%
114310 545300 FIDELITY INS	200	0	200	.00	.00	200.00	.0%
114310 549100 DUES & SUBSCRIPTIONS	8,000	0	8,000	.00	.00	8,000.00	.0%
114310 552000 C/O-DATA PROC EQUIP	4,200	0	4,200	.00	.00	4,200.00	.0%
114310 554000 C/O-MOTOR VEHICLES	173,565	0	173,565	.00	.00	173,565.00	.0%
114310 555000 C/O-OTHER EQUIPMENT	8,907	0	8,907	.00	.00	8,907.00	.0%
TOTAL SHERIFF	4,987,742	0	4,987,742	141,147.87	51,241.00	4,795,353.13	3.9%
TOTAL GENERAL	4,987,742	0	4,987,742	141,147.87	51,241.00	4,795,353.13	3.9%
TOTAL EXPENSES	4,987,742	0	4,987,742	141,147.87	51,241.00	4,795,353.13	

**§ 143-129. Procedure for letting of public contracts.**

(a) **Bidding Required.** - No construction or repair work requiring the estimated expenditure of public money in an amount equal to or more than five hundred thousand dollars (\$500,000) or purchase of apparatus, supplies, materials, or equipment requiring an estimated expenditure of public money in an amount equal to or more than ninety thousand dollars (\$90,000) may be performed, nor may any contract be awarded therefor, by any board or governing body of the State, or of any institution of the State government, or of any political subdivision of the State, unless the provisions of this section are complied with; provided that The University of North Carolina and its constituent institutions may award contracts for construction or repair work that requires an estimated expenditure of less than five hundred thousand dollars (\$500,000) without complying with the provisions of this section.

For purchases of apparatus, supplies, materials, or equipment, the governing body of any political subdivision of the State may, subject to any restriction as to dollar amount, or other conditions that the governing body elects to impose, delegate to the manager, school superintendent, chief purchasing official, or other employee the authority to award contracts, reject bids, or readvertise to receive bids on behalf of the unit. Any person to whom authority is delegated under this subsection shall comply with the requirements of this Article that would otherwise apply to the governing body.

(b) **Advertisement and Letting of Contracts.** - Where the contract is to be let by a board or governing body of the State government or of a State institution, proposals shall be invited by advertisement in a newspaper having general circulation in the State of North Carolina. Where the contract is to be let by a political subdivision of the State, proposals shall be invited by advertisement in a newspaper having general circulation in the political subdivision or by electronic means, or both. A decision to advertise solely by electronic means, whether for particular contracts or generally for all contracts that are subject to this Article, shall be approved by the governing board of the political subdivision of the State at a regular meeting of the board.

The advertisements for bidders required by this section shall appear at a time where at least seven full days shall lapse between the date on which the notice appears and the date of the opening of bids. The advertisement shall: (i) state the time and place where plans and specifications of proposed work or a complete description of the apparatus, supplies, materials, or equipment may be had; (ii) state the time and place for opening of the proposals; and (iii) reserve to the board or governing body the right to reject any or all proposals.

Proposals may be rejected for any reason determined by the board or governing body to be in the best interest of the unit. However, the proposal shall not be rejected for the purpose of evading the provisions of this Article. No board or governing body of the State or political subdivision thereof may assume responsibility for construction or purchase contracts, or guarantee the payments of labor or materials therefor except under provisions of this Article.

All proposals shall be opened in public and the board or governing body shall award the contract to the lowest responsible bidder or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

In the event the lowest responsible bids are in excess of the funds available for the project or purchase, the responsible board or governing body is authorized to enter into negotiations with the lowest responsible bidder above mentioned, making reasonable changes in the plans and specifications as may be necessary to bring the contract price within the funds available, and may award a contract to such bidder upon recommendation of the Department of Administration in the case of the State government or of a State institution or agency, or upon recommendation of the responsible commission, council or board in the case of a subdivision of the State, if such bidder will agree to perform the work or provide the apparatus, supplies, materials, or equipment at the negotiated price within the funds available therefor. If a contract cannot be let under the above conditions, the board or governing body is authorized to readvertise, as herein provided, after having made such changes in plans and specifications as may be necessary to bring the cost of the project or purchase within the funds available therefor. The procedure above specified may be repeated if necessary in order to secure an acceptable contract within the funds available therefor.

No proposal for construction or repair work may be considered or accepted by said board or governing body unless at the time of its filing the same shall be accompanied by a deposit with said board or governing body of cash, or a cashier's check, or a certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than five percent (5%) of the proposal. In lieu of making the cash deposit as above provided, such bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will upon demand forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained if the successful bidder fails to execute the contract within 10 days after the award or fails to give satisfactory surety as required herein.

Bids shall be sealed and the opening of an envelope or package with knowledge that it contains a bid or the disclosure or exhibition of the contents of any bid by anyone without the permission of the bidder prior to the time set for opening in the invitation to bid shall constitute a Class 1 misdemeanor.

(c) **Contract Execution and Security.** - All contracts to which this section applies shall be executed in writing. The board or governing body shall require the person to whom the award of a contract for construction or repair work is made to furnish bond as required by Article 3 of Chapter 44A; or require a deposit of money, certified check or government securities for the full amount of said contract to secure the faithful performance of the terms of said contract and the payment of all sums due for labor and materials in a manner consistent with Article 3 of Chapter 44A; and the contract shall not be altered except by written agreement of the contractor and the board or governing body. The surety bond or deposit required herein shall be deposited with the board or governing body for which the work is to be performed. When a deposit, other than a surety bond, is made with the board or governing body, the board or governing body assumes all the liabilities, obligations and duties of a surety as provided in Article 3 of Chapter 44A to the extent of said deposit.

The owning agency or the Department of Administration, in contracts involving a State agency, and the owning agency or the governing board, in contracts involving a political subdivision of the State, may reject the bonds of any surety company against which there is pending any unsettled claim or complaint made by a State agency or the owning agency or governing board of any political subdivision of the State arising out of any contract under which State funds, in contracts with the State, or funds of political subdivisions of the State, in contracts with such political subdivision, were expended, provided such claim or complaint has been pending more than 180 days.

(d) **Use of Unemployment Relief Labor.** - Nothing in this section shall operate so as to require any public agency to enter into a contract which will prevent the use of unemployment relief labor paid for in whole or in part by appropriations or funds furnished by the State or federal government.

(e) Exceptions. - The requirements of this Article do not apply to:

- (1) The purchase, lease, or other acquisition of any apparatus, supplies, materials, or equipment from: (i) the United States of America or any agency thereof; or (ii) any other government unit or agency thereof within the United States. The Secretary of Administration or the governing board of any political subdivision of the State may designate any officer or employee of the State or political subdivision to enter a bid or bids in its behalf at any sale of apparatus, supplies, materials, equipment, or other property owned by: (i) the United States of America or any agency thereof; or (ii) any other governmental unit or agency thereof within the United States. The Secretary of Administration or the governing board of any political subdivision of the State may authorize the officer or employee to make any partial or down payment or payment in full that may be required by regulations of the governmental unit or agency disposing of the property.
- (2) Cases of special emergency involving the health and safety of the people or their property.
- (3) Purchases made through a competitive bidding group purchasing program, which is a formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies.
- (4) Construction or repair work undertaken during the progress of a construction or repair project initially begun pursuant to this section.
- (5) Purchase of gasoline, diesel fuel, alcohol fuel, motor oil, fuel oil, or natural gas. These purchases are subject to G.S. 143-131.
- (6) Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. Notwithstanding any other provision of this section, the governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract.

In the case of purchases by hospitals, in addition to the other exceptions in this subsection, the provisions of this Article shall not apply when: (i) a particular medical item or prosthetic appliance is needed; (ii) a particular product is ordered by an attending physician for his patients; (iii) additional products are needed to complete an ongoing job or task; (iv) products are purchased for "over-the-counter" resale; (v) a particular product is needed or desired for experimental, developmental, or research work; or (vi) equipment is already installed, connected, and in service under a lease or other agreement and the governing body of the hospital determines that the equipment should be purchased. The governing body of a hospital shall keep a record of all purchases made pursuant to this subdivision. These records are subject to public inspection.

- (7) Purchases of information technology through contracts established by the State Office of Information Technology Services as provided in G.S. 147-33.82(b) and G.S. 147-33.92(b).
- (8) Guaranteed energy savings contracts, which are governed by Article 3B of Chapter 143 of the General Statutes.
- (9) Purchases from contracts established by the State or any agency of the State, if the contractor is willing to extend to a political subdivision of the State the same or more favorable prices, terms, and conditions as established in the State contract.
- (9a) Purchases of apparatus, supplies, materials, or equipment from contracts established by the United States of America or any federal agency, if the contractor is willing to extend to a political subdivision of the State the same or more favorable prices, terms, and conditions as established in the federal contract.
- (10) Purchase of used apparatus, supplies, materials, or equipment. For purposes of this subdivision, remanufactured, refabricated or demo apparatus, supplies, materials, or equipment are not included in the exception. A demo item is one that is used for demonstration and is sold by the manufacturer or retailer at a discount.
- (11) Contracts by a public entity with a construction manager at risk executed pursuant to G.S. 143-128.1.
- (12) (Repealed effective July 1, 2015) Build-to-suit capital leases with a private developer under G.S. 115C-532.

(f) Repealed by Session Laws 2001-328, s. 1, effective August 2, 2001.

(g) Waiver of Bidding for Previously Bid Contracts. - When the governing board of any political subdivision of the State, or the person to whom authority has been delegated under subsection (a) of this section, determines that it is in the best interest of the unit, the requirements of this section may be waived for the purchase of apparatus, supplies, materials, or equipment from any person or entity that has, within the previous 12 months, after having completed a public, formal bid process substantially similar to that required by this Article, contracted to furnish the apparatus, supplies, materials, or equipment to:

- (1) The United States of America or any federal agency;
- (2) The State of North Carolina or any agency or political subdivision of the State; or
- (3) Any other state or any agency or political subdivision of that state, if the person or entity is willing to furnish the items at the same or more favorable prices, terms, and conditions as those provided under the contract with the other unit or agency. Notwithstanding any other provision of this section, any purchase made under this subsection shall be approved by the governing body of the purchasing political subdivision of the State at a regularly scheduled meeting of the governing body no fewer than 10 days after publication of notice that a waiver of the bid procedure will be considered in order to contract with a qualified supplier pursuant to this section. Notice may be published in a newspaper having general circulation in the political subdivision or by electronic means, or both. A decision to publish notice solely by electronic means for a particular contract or for all contracts under this subsection shall be approved by the governing board of the political subdivision. Rules issued by the Secretary of Administration pursuant to G.S. 143-49(6) shall apply with respect to participation in State term contracts.

(h) Transportation Authority Purchases. - Notwithstanding any other provision of this section, any board or governing body of any regional public transportation authority, hereafter referred to as a "RPTA," created pursuant to Article 26 of Chapter 160A of the General Statutes, or a regional transportation authority, hereafter referred to as a "RTA," created pursuant to Article 27 of Chapter 160A of the General Statutes, may approve the entering into of any contract for the purchase, lease, or other acquisition of any apparatus, supplies, materials, or equipment without competitive bidding and without meeting the requirements of subsection (b) of this section if the following procurement by competitive proposal (Request for Proposal) method is followed.

The competitive proposal method of procurement is normally conducted with more than one source submitting an offer or proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. If this procurement method is used, all of the following requirements apply:

- (1) Requests for proposals shall be publicized. All evaluation factors shall be identified along with their relative importance.
- (2) Proposals shall be solicited from an adequate number of qualified sources.
- (3) RPTAs or RTAs shall have a method in place for conducting technical evaluations of proposals received and selecting awardees, with the goal of promoting fairness and competition without requiring strict adherence to specifications or price in determining the most advantageous proposal.
- (4) The award may be based upon initial proposals without further discussion or negotiation or, in the discretion of the evaluators, discussions or negotiations may be conducted either with all offerors or with those offerors determined to be within the competitive range, and one or more revised proposals or a best and final offer may be requested of all remaining offerors. The details and deficiencies of an offeror's proposal may not be disclosed to other offerors during any period of negotiation or discussion.
- (5) The award shall be made to the responsible firm whose proposal is most advantageous to the RPTA's or the RTA's program with price and other factors considered.

The contents of the proposals shall not be public records until 14 days before the award of the contract.

The board or governing body of the RPTA or the RTA shall, at the regularly scheduled meeting, by formal motion make findings of fact that the procurement by competitive proposal (Request for Proposals) method of procuring the particular apparatus, supplies, materials, or equipment is the most appropriate acquisition method prior to the issuance of the requests for proposals and shall by formal motion certify that the requirements of this subsection have been followed before approving the contract.

Nothing in this subsection subjects a procurement by competitive proposal under this subsection to G.S. 143-49, 143-52, or 143-53.

RPTAs and RTAs may adopt regulations to implement this subsection.

(i) Procedure for Letting of Public Contracts. - The Department of Transportation ("DOT"), The University of North Carolina and its constituent institutions ("UNC"), and the Department of Administration ("DOA") shall monitor all projects in those agencies and institutions that are let without a performance or payment bond to determine the number of defaults on those projects, the cost to complete each defaulted project, and each project's contract price. Beginning March 1, 2011, and annually thereafter, DOT, UNC, and DOA shall report this information to the Joint Legislative Committee on Governmental Operations.

(j) [Use of E-Verify Required. -] No contract subject to this section may be awarded by any board or governing body of the State, institution of State government, or any political subdivision of the State unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes. (1931, c. 338, s. 1; 1933, c. 50; c. 400, s. 1; 1937, c. 355; 1945, c. 144; 1949, c. 257; 1951, c. 1104, ss. 1, 2; 1953, c. 1268; 1955, c. 1049; 1957, c. 269, s. 3; c. 391; c. 862, ss. 1-4; 1959, c. 392, s. 1; c. 910, s. 1; 1961, c. 1226; 1965, c. 841, s. 2; 1967, c. 860; 1971, c. 847; 1973, c. 1194, s. 2; 1975, c. 879, s. 46; 1977, c. 619, ss. 1, 2; 1979, c. 182, s. 1; 1979, 2nd Sess., c. 1081; 1981, c. 346, s. 1; c. 754, s. 1; 1985, c. 145, ss. 1, 2; 1987, c. 590; 1987 (Reg. Sess., 1988), c. 1108, ss. 7, 8; 1989, c. 350; 1993, c. 539, s. 1007; 1994, Ex. Sess., c. 24, s. 14(c); 1995, c. 367, s. 6; 1997-174, ss. 1-4; 1998-185, s. 1; 1998-217, s. 16; 2001-328, s. 1; 2001-487, s. 88; 2001-496, ss. 4, 5; 2005-227, s. 1; 2006-232, s. 2; 2007-94, s. 1; 2007-322, s. 4; 2007-446, s. 6; 2010-148, s. 1.2; 2011-234, s. 1; 2013-418, s. 2(c).)