

**TOWN OF KNIGHTDALE SAFETY ACTION PLAN
REQUEST FOR QUALIFICATIONS**

Request for Qualifications:	Planning and Design
Project:	Safe Streets for All – Safety Action Plan
Project Manager:	Andrew Spiliotis, AICP
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Date of Advertisement:	7/24/2023
Qualification Due Date:	8/21/2023

The Town of Knightdale is soliciting proposals from qualified consultants to prepare a Safe Streets for All Safety Action Plan (SAP). The selected firm will be capable of providing professional services including, research, analysis, design, stakeholder engagement, preparation of graphics and final document preparation.

In 2022 the Town of Knightdale adopted the *Shift Knightdale Comprehensive Transportation Plan (CTP)*. The CTP included new roadway cross section designs that placed a significant emphasis on safe systems design. The CTP also shifted the long-term transportation vision for the Town to a more balanced multi-modal transportation vision. The SAP will build off of the CTP’s updated roadway cross sections and multi-modal vision.

The Town of Knightdale is located directly east of Raleigh and serves as a regional hub for Eastern Wake County. The Town is experiencing significant urbanization and population growth. The Town has grown from 5,958 in 2000 to 19,435 in 2020. The Town is expected to continue to grow at fast pace given both developments already approved and remaining undeveloped land. Given the Town’s growth, the SAP will include safety planning components unique to quickly urbanizing areas.

Project Scope

The RFQ should include a preliminary scope and project schedule that address the following requirements. The Town and the selected consultant will determine the final scope of work following the review of qualifications. The selected consultant shall include a scope with the following components:

Task 1. Develop a High Injury Network map & recommended solutions. This task will develop a High Injury Network (HIN) map, identify and analyze crash hot spots and develop recommended solutions. Specifically, this task will accomplish the following:

1. The consultant will work with stakeholders and the Town to determine the weights and variables that comprise the HIN map.
2. Identify and analyze crash hot spots to identify patterns and potential causations. The analysis shall include analyzing police reports for hot spot locations. This task will include recommending improvements for the hot spot locations. Preliminary analysis suggests this should include 15-20 locations. In key corridors with multiple hot spots, a corridor analysis may be utilized in lieu of hot spot analysis.

Task 2. Develop round-a-bout Standard Specifications and determine location feasibility.

The Town's Unified Development Ordinance recommends round-a-bouts where significant roadways intersect in order to slow speeds and create more efficient movements. This task will 1) develop Standards Specification designs for round-a-bouts for four typical CTP cross section intersections, and 2) determine roundabout feasibility at 25 key intersections given design constraints.

- 1) The round-a-bout Standards Specifications will include design specifications for four typical CTP cross section intersection types:
 - a. Main Street intersecting a Main Street
 - b. Avenue intersecting an Avenue
 - c. Avenue intersecting a Main Street

- d. Boulevard (4 lane) terminating at an Avenue with the outer lane merging into channelized turn lanes
- 2) This task will apply the Standard Specification designs to potential round-a-bout locations in the Comprehensive Transportation Plan's Roadway Network Plan to determine where round-a-bouts are feasible after analyzing constraints such as safety, property impacts, driveway locations, traffic volumes and other operational constraints. This task will develop cost estimates for the different round-a-bout project designs.

This task will also catalog standard specification resources for other traffic calming infrastructure such as curb extensions, chicanes, chokers, mini roundabouts that correspond to the Knightdale CTP's roadway cross sections.

Task 3. Audit existing speed limits & develop guidance on monitoring urbanizing corridors.

Most of the Town's outer roadways are signed at 45-50 mph and need speed limit reductions as the corridors urbanize. This section will map all CTP classified roadways by roadway ownership and existing speed limit. The consultant will work with the Town to agree upon the methodology for determining target speed limits for these corridors both now and as the corridors urbanize. Variables that should be considered include roadway design, crash history, HIN map, land use patterns, bicycle and pedestrian activity, roadway curvature and elevations, school locations and existing/planned round-a-bout locations. This task will also provide guidance on monitoring corridor urbanization and what corridor urbanization threshold(s) warrant speed limit reductions. The speed limit reduction recommendations shall also include recommendations for signage and other traffic calming design measures at appropriate locations. This task shall include outreach to NCDOT's Division Traffic Engineer when developing the target speed limit methodology and the corridor urbanization thresholds.

Additionally, this section will identify potential safety issues in undeveloped corridors to assist the Town in incorporating safety into the development review process. For example, identifying sight

distance issues based on topography and roadway curvature that may present constraints for future development entrance locations.

This task will be coordinated with Task 2 in order to effectively include round-a-bout locations in identifying target speed limits. Speed data may need to be collected on certain corridors as part of this task depending on the approved methodology and data availability.

Task 4. Develop a Safe Streets Implementation Plan. This task will develop a framework for prioritizing the safety improvements identified in Tasks 1-3. This section will develop cost estimates for all projects. Additionally, this section shall identify and/or classify a minimum of five projects as quick build projects. The Implementation Plan's prioritization metrics shall include measures such as safety impact, equity and project costs. The task will also incorporate public input and include recommendations for how to engage the public on an ongoing basis. This task will also develop a framework and spreadsheet for data collection and monitoring following the SAP adoption. Lastly, the task will develop a Vision Zero achievement timeline for the Town and develop a Town Council resolution regarding the timeline.

Required Scope Components

The consultant will provide research, planning, concept design, public and engineering services sufficient to accomplish the goals of this project. At a minimum, the project Scope of Work shall include the following components:

- Develop a committee for the SAP that will continue to serve as a Town Vision Zero committee post SAP adoption. Develop a meeting schedule for the SAP.
- Develop an SAP public involvement plan
- Interview external stakeholders
- Conduct corridor and intersection field visits
- Prepare a final SAP report
- Deliver all data in native formats

- Present initial findings, draft report and final draft to the Knightdale Town Council and Land Use Review Board
- Develop a framework for ongoing safety data collection and analysis post SAP adoption
- All required SAP components identified in the USDOT Safe Streets for All Notice of Funding Availability pages 6-7

Deliverables

1. Safety Action Plan
 - a. Public Involvement Plan
 - b. Target Speed Limit Audit
 - c. Round-a-bout standard specifications and feasibility analysis
 - d. High Injury Network methodology & map
 - e. Implementation Plan

Submittal Requirements

Interested firms shall limit their proposal to a maximum of 15 pages and are required to submit the following information (All-inclusive in the 15-page limit):

1. A letter of interest.
2. An organizational chart of the project team including identification of project manager, professional support staff, principal in charge, and known sub-consultant/contractor relationships.
3. Statements of qualifications and resumes for project team members with specific mention of related projects including specific knowledge and experience.
4. A proposed scope of services and timeline.
5. A demonstrated record of completing similar projects on schedule and within budget, including references and contacts. A minimum of three and a maximum of five references shall be provided. References do not count towards the page limit.
6. A design and project approach that highlights project specific approach and creativity. This should include some knowledge of the local area and demands of rapid growth.

Timeline

Interested firms shall deliver one electronic version of the submittal in Adobe PDF and e-mailed to Andrew Spiliotis, Town of Knightdale at andrew.spiliotis@knightdalenc.gov, please copy purchasing@knightdalenc.gov on all submittals. **Submittals must be received no later than 5:00 PM on Monday, August 21, 2023.** Please submit any questions regarding the RFQ to Andrew.Spiliotis@knightdalenc.gov by 5:00 PM on Wednesday, August 2, 2023. Responses to the questions will be posted to the Town's procurement website within one week. If needed, interviews will be held in September 2023. The Town anticipates the plan kicking off in the fall of 2023. The plan development process, including plan adoption, is anticipated to occur over 12-15 months from the contract execution and project kickoff dates.

Schedule Item:	Date:
Submittal Period:	July 24 – August 21, 2023 (5:00 PM)
Question Period Deadline:	August 2, 2023 (5:00 PM)
Interviews:	Mid/Late September (if needed)
Contract Award & Project Kickoff:	Mid/Late Fall 2023

Point of Contact:

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Andrew.Spiliotis@knightdalenc.gov

Oversight and Engagement

The Consultant, at the request of the Town, shall meet at a minimum bi-monthly with the Town for Project Review meetings. The meeting frequency may be adjusted to frequent depending on what the Safety Action Plan schedule warrants. The purpose of the meetings will be to review project progress, discuss Consultant and the Town performance, address outstanding issues,

review problem resolution, provide direction on deliverables, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

Criteria for Selection

The following criteria will be the basis on which consultants will be selected for further consideration (in no particular order) (Based on 100 point scale):

- A. 30% - Experience in creating similar safety action plans, working with a diverse group of stakeholder and ability to prepare user-friendly planning studies. Proposals should highlight safety action plan experience with municipalities of similar size and context.
- B. 30% - Qualification of the firm and personnel assigned to this project. Demonstration of capacity to complete the requested services and individuals experience with similar projects.
- C. 30% - Demonstration of overall project understanding, and direct work experience/familiarity with the Town.
- D. 10% - Creativity, unique propositions, and demonstration of superior or innovative techniques in preparing plans.

The Town may choose to short list firms for interview, if determined necessary. The presentations and interviews, if applicable, will be held in late August / early September. Only the firms selected for interviews will be notified regarding the process.

It is the goal of the Town to identify the most qualified firm and pursue the development of an agreement covering the scope of services, fees, and schedule by October 2023. If an agreement cannot be reached, staff will consider the next most qualified firm.

Invoicing

Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Consultant and the original signature of the Consultant's project manager. The Town will authorize payments, as

outlined in the scope of services, to the Consultant. Invoices shall be submitted monthly and calculated as a percentage of the entire contract broken out by major tasks. Any sub-consultant invoices shall also adhere to this format.

Miscellaneous Provisions

Ownership of Proposals. Upon delivery, all RFQ's will become the property of the Town of Knightdale.

Ownership of SAP Materials. The Town will have access and ownership of all materials created as part of the Safety Action Plan process. Any proprietary exclusion will need to be approved by the Project Manager prior to utilization in the process.

Right to Reject/Modify. The Town may, at its sole discretion, reject any or all RFQ's or waive any irregularities without disqualifying the proposal. The issuance of this RFQ does not bind the Town to award a service agreement for services described herein.

Public Disclosure of All Proposals. All proposals received in response to this RFQ shall become the property of the Town. All proposals shall become a matter of public record, and shall be regarded as public records except those parts of each proposal which are defined by the proposer as business or trade secrets, provided that said parts are clearly defined as "trade secret", "confidential" or "proprietary".

E-Verify. The Consultant shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Consultant utilizes a subcontractor, the Consultant shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Insurance and Indemnity Requirements. To the extent permitted by law, the Consultant shall indemnify and save harmless the Town of Knightdale, its agents and employees and assigns

against all loss, cost damages, expense and liability caused by injury, sickness and disease to any person; or damage or destruction to property, real or personal; arising from the negligent acts, errors, or omissions of the Consultant in the performance of professional services provided by the Town. The Consultant further agrees to purchase and maintain during the life of any contract entered into with the Town the following insurance with an insurance company acceptable to the Town of Knightdale and authorized to do business in the State of North Carolina. The firm must have the financial ability to undertake the work and assume the liability. The selected firm(s) will be required to furnish proof of insurance coverage and shall maintain the limits as follows:

Coverage	Minimum Limits
Commercial General Liability	\$5,000,000 per occurrence (\$5,000,000 aggregate)
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence (\$2,000,000 aggregate)
Workers' Compensation and Employer's Liability	Statutory Limits and must include \$1,000,000 Each Accident, \$1,000,000 Disease (Each Employee, \$1M Disease-Policy Limit)

Commercial General Liability. Coverage shall have minimum limits of \$5,000,000 per occurrence, general aggregate, products/completed operations aggregate, personal and advertising injury. This shall include premises and operations, independent contractors, products and completed operations, broad form property damage, XCU coverage and contractual liability.

Automobile. Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit.

Consultant's Professional Liability. Professional Liability insurance of at least \$1,000,000 per occurrence (\$2,000,000 aggregate).

Workers' Compensation and Employer's Liability. Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The coverage must include Employer's Liability with a minimum limit of \$1,000,000 for each accident and \$1,000,000 for each employee for injury by disease.

The selected firm shall provide the Town with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or firm's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, the firm shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the firm to provide such notice, the firm assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Town. Insurance coverage required in these specifications shall be in force throughout the term. Municipal Exclusions, if any, for General Liability coverage shall be deleted. The Town shall be named as an additional insured and the statement should read "Town of Knightdale is to be added as an additional insured as evidenced by an endorsement attached to this certificate." All insurance companies must be authorized to do business in North Carolina and be acceptable to the Town. The firm must have an adequate accounting system to identify costs chargeable to the project.

Should the contractor fail to immediately provide acceptable evidence of current insurance at any time during the Term, the Town shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Town for all available remedies, in equity and at law. The Contractor will secure evidence of all insurance policies of its subcontractors which shall be made available to the Town on demand. The

Contractor shall require its subcontractors to name the Contractor and the Town as additional insured parties on the subcontractor's general and automobile liability insurance policies. The Contractor shall be as fully responsible to the Town for the acts and omissions of its subcontracts and of persons employed by them as it is for the acts and omissions of persons directly employed by it.

Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the Town from supervising and/or inspecting the project as to the end result.

Federal Funding and Contract Maximum Amount

The Safety Action Plan is federally funded through the United States Department of Transportation's Safe Streets for All grant and corresponding local match funds. **As a result, the contract budget is not to exceed the allocated budget of \$250,000.00.**

Federal Contract Provisions

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR Part 200. As a result, firms awarded federally funded contracts by the Town of Knightdale, in addition to contract clauses required by North Carolina law and other applicable federal regulations specific to a federal award, must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

Access to Records and Record Retainage. In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. The Town of Knightdale, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of

the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

Age Discrimination Act of 1975. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

Byrd Anti-Lobbying Amendment. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Civil Rights Act of 1964 – Title VI. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of

race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Civil Rights Act of 1968. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the Civil Rights Act of 1968, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

Clean Air Act and Federal Water Pollution Control Act (Clean Water Act). All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

Conflict of Interest Provisions. Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause

to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). [Where applicable] All contracts awarded by the Town in excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Copeland "Anti-Kickback" Act. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the provisions of 2 CFR § 200.321 which requires that all necessary affirmative

steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Town must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Town must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town must report all suspected or reported violations to the Federal awarding agency.

Debarment and Suspension. All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Domestic Procurement Preference. As appropriate and to the extent consistent with law, the Town's vendor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Drug-Free Workplace Regulations. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

Energy Policy and Conservation Act. All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Environmental reviews/assessments. When required by Federal program legislation, awarded contractors must conduct and complete federally approved process of reviewing a project and its

potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for most federally assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental assessment (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Fly America Act of 1974. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space

funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (Civil Rights Act of 1964, Title VI). All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

Patents and Intellectual Property Rights. Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials. All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Rehabilitation Act of 1973. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Remedies. All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$250,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.

Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the Town in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Telecommunications Huawei / ZTE Ban. 2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.

Termination. All contracts shall contain suitable provisions for termination by the Town, including how termination shall be affected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor. All contracts in excess of \$10,000 must address termination for cause and for convenience by the Town, including the manner by which it will be given legal effect, and the basis for settlement. See 2 CFR Appendix II to Part 200(B).

Terrorist Financing. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

Trafficking Victims Protection Act of 2000. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

Universal Identifier and System of Award Management (SAM). All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

USA Patriot Act of 2001. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.