

REQUEST FOR LETTERS OF INTEREST (RFLOI)/REQUEST FOR QUALIFICATIONS (RFQ)**TOWN OF KNIGHTDALE**950 Steeple Square
Knightdale, NC 27545
(919) 217-2200

Request for Qualifications: On-Call Construction Engineering & Inspection Services (CEI)
RFQ#: 27-20260824-2
Issuing Department: Development Services
Project Manager: Tucker Fulle, Senior Transportation Planner
Phone Number: 919.217.2247
Date of Advertisement: 08/24/2026
Qualifications Due Date: 09/21/2026

Synopsis

Subconsultants are permitted under this contract.

This contract may be partially reimbursed with Federal-aid funding through the North Carolina Department of Transportation (hereinafter referred to as the "Department") or other state or county agencies. The solicitation, selection, and negotiation of a contract shall be conducted in accordance with all the Department requirements and guidelines.

The primary and/or subconsultant firm(s) shall be pre-qualified by the Department to perform ALL work codes listed below for the Town of Knightdale (hereinafter referred to as the "Town"). All firms must provide documentation that their firm can provide all required CEI services. Work codes required are as follows:

NCDOT Discipline Codes	
195	Roadway Construction Engineering & Inspection
233	Structures Construction Engineering & Inspection

**Note: Certain additional CEI services may be required which are not expressly included in the work codes set forth above.*

This RFLOI is to solicit responses (Letters of Interest, or LOIs) from qualified firms (each, referred to hereinafter as a "Private Engineering Firm (PEF)", "Consultant", "Firm", or "Team") to provide certain CEI and professional consulting services related thereto on an on-call basis for a period of five (5) years to the Town. The on-call contract is intended to provide a flexible and effective way for the Town to respond to recurring consultant service needs for multi-dimensional tasks requiring construction services. The Town is seeking firms whose combination of experience and personnel will provide timely, cost-effective

professional services. This is an on-call, open-ended contract for professional services primarily for projects related to the construction of certain transportation facilities on an as-needed basis. The scope and fee will be determined separately for each assignment prior to notice to proceed, with the parties entering into supplemental agreements, as needed, to memorialize each assignment.

The PEF will be responsible for providing the Town engineers and technicians with the appropriate skills and qualifications to ensure contract compliance. The PEF will be directly responsible for the oversight of Town projects, which the scope of such oversight is to include, without limitation, construction engineering inspections, detailed project reports, routine communication with town staff regarding project construction status, preparation and submittal of all necessary documentation required for reimbursement from the Department for the cost of construction (when applicable), and including any work described in the NCDOT Construction Manual and enumerated later in this document. The PEF shall indemnify and save harmless the town for claims and liabilities resulting from the willful misconduct, negligence, or other errors or omissions of the PEF; including, but not limited to, the engineers, technicians or subconsultants.

The technicians or engineers performing the inspection work must be Department certified to perform materials sampling and testing or be able to obtain provisional certifications based on their combination of education, training, and experience.

The proposed method of payment for these contracts will be COST-PLUS.

The selection of PEFs to provide on-call Construction Engineering and Inspection Services will be handled in accordance with the following process:

1. Submission of a Letter of Interest (LOI) by PEFs.
2. Selection of PEFs based on the LOI.
3. The Town reserves the option to create a short list of firms and conduct oral interviews.
4. The Town will contract with one or more PEFs to provide On-Call CEI services.

Except as provided below any firm wishing to be considered must be properly registered with the Office of the Secretary of State and with the North Carolina Board of Examiners for Engineers and Surveyors. Any firm proposing to use corporate subsidiaries or subcontractors must include a statement that these companies are properly registered with the North Carolina Board of examiners for Engineers and Surveyors and/or the NC Board for Licensing of Geologists. The Engineers performing the work and in responsible charge of the work must be registered Professional Engineers in the State of North Carolina and must have a good ethical and professional standing. It will be the responsibility of the selected private firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a Letter of Interest. Firms which are not providing engineering services need not to be registered with the North Carolina Board of Examiners for Engineers and Surveyors. Some of the services being solicited may not require a license. It is the responsibility of each firm to adhere to all laws of the State of North Carolina.

The firm must have the financial ability to undertake the work and assume the liability. The firm(s) must have an adequate accounting system to identify costs chargeable to the project.

Scope of Work

The Town of Knightdale is soliciting proposals for services of a firm/team for the following contract scope of work. The Town anticipates several future projects that will require Construction Engineering and Inspection (CEI) and Construction Administration (CA) services.

As one of the fastest growing Towns in North Carolina, Knightdale anticipates continued expansion of public facilities that will necessitate CEI services. Knightdale is soliciting proposals for firms on an on-call basis for assistance in this regard.

The first project under this on-call contract will be CEI and CA for the Old Knight Road Sidewalk project. Other projects in future years may include greenway, sidewalk, bicycle, and roadway construction projects. This on-call contract will also be utilized for other Town capital investments including but not limited to facility and park construction.

The Town of Knightdale frequently applies for Federal, State, and County funding to support these initiatives and infrastructure improvements related thereto. Many of the on-call projects will be obligated to follow Federal, State, and County requirements (as applicable). The selected PEF will be required to fully administer the contract and to ensure that all work is performed in accordance with the Town, Federal, State, and County agencies, as well as all applicable Department and Federal Highway Administration (FHWA) contract requirements.

The following is a list of services that may be administered under the on-call CEI contract:

1. Perform required field inspection
2. Prepare required project documentation
3. Prepare and review of pay applications
4. Review of weekly certified payrolls
5. Perform required wage rate interviews
6. Review and prepare supplemental agreements
7. Review and approve subcontractor agreement forms
8. Review and prepare any claim requests
9. Perform final inspection
10. Prepare and complete the final estimate
11. This list is not a complete list of all required activities. Please refer to the NCDOT Construction Manual for a complete description of all work requirements.

PROPOSED CONTRACT TIMEFRAME:**FY 2027 – 2032 (Five Years)****PROPOSED CONTRACT PAYMENT TYPE:****Cost-Plus**

Submittal Requirements & Timeline

Interested firms shall limit their Letter of Interest (LOI) to a maximum of ten (10) pages (RS-2 forms are not included in the page count) inclusive of the cover sheet and shall be typed on 8-1/2" x 11" sheets, single spaces, one-sided. Interested firms shall deliver one electronic version of the submittal in Adobe PDF and e-mailed to Tucker Fulle, Town of Knightdale at tucker.fulle@knightdalenc.gov, please copy purchasing@knightdalenc.gov on all submittals. **Submittals must be received no later than 2:00 PM on Monday September 21, 2026.**

The LOI should be addressed to **Town of Knightdale; Attn: Tucker Fulle, Senior Transportation Planner** and must include the name, address, telephone number, and e-mail address of the prime consultant's contact person for the RFLOI. The LOI must also include the information outlined below:

Chapter 1 - Introduction

The Introduction should demonstrate the consultant's overall qualifications to fulfill the requirements of the scope of work and should contain the following elements of information:

- Expression of firm's interest in the work;
- Statement of whether firm is on register;
- Date of most recent private engineering firm qualification;
- Statement regarding firm's(') possible conflict of interest for the work; and
- Summation of information contained in the letter of interest.

Chapter 2 – Team Qualifications

This chapter should elaborate on the general information presented in the introduction, to establish the credentials and experience of the consultant to undertake this type of effort. The following must be included:

- Identify recent, similar projects the firm, acting as the prime contractor, has conducted which demonstrates its ability to conduct and manage the project. Provide a synopsis of each project and include the date completed and contact person.
- If subconsultants are involved, provide corresponding information describing their qualifications as requested in bullet number 1 above.
- Statement regarding firm's(') possible conflict of interest for the work; and
- Summation of information contained in the letter of interest.

Chapter 3 – Team Experience

This chapter must provide the names, classifications, and location of the firm's North Carolina employees and resources to be assigned to the advertised work; and the professional credentials and experience of the persons assigned to the project, along with any unique qualifications of key personnel. Although standard personnel resumes may be included, identify pertinent team experience to be applied to this project. Specifically, the Department is interested in the experience, expertise, and total quality of the consultant's proposed team. If principals of the firm will not be actively involved in the study/contract/project, do not list them. The submittal shall clearly indicate the consultant's Project Manager, other key Team Members and his/her qualifications for the proposed work. Also, include the team's organization chart for the Project/Plan. A Capacity Chart / Graph (available work force) should also be included. Any other pertinent information should also be listed in this section.

***Note:** If a project team or subconsultant encounters personnel changes, or any other changes of significance dealing with the company, the Town and the Department should be notified immediately.

Chapter 4 – Technical Approach

The consultant shall provide information on its understanding of, and approach to accomplish, this project, including their envisioned scope for the work and any innovative ideas/approaches, and a schedule to achieve the dates outlined in this RFLOI (if any project-specific dates are outlined below).

Appendices

Interested firms shall submit completed RS-2 forms with the firm's letter of interest. These forms do not contribute towards the page count and should be completed for the Prime Consultant firm and any/all subconsultant firms to be, or anticipated to be utilized by your firm. In the event the firm has no subconsultant, it is required that this be indicated on the Subconsultant Form RS-2 by entering the word "None" or the number "Zero" and signing the firm.

The required Prime and Subconsultant RS-2 forms are available on the Department's website at: <https://connect.ncdot.gov/business/consultants/Pages/Guidelines-Forms.aspx>

Selection Process

All submissions, correspondence, and questions concerning the RFLOI should be directed to the staff contact listed below:

Tucker Fulle, AICP, PE, RSP₁
Senior Planner – Transportation
950 Steeple Square Court
Knightdale, NC 27545
919.217.2247
Tucker.Fulle@knightdalenc.gov

Questions may be submitted electronically only to the contact referenced above. Responses will be issued in the form of an addendum available to all interested parties. **Questions must be submitted no later than 5:00 PM on Wednesday, September 9, 2026.** Responses to the questions will be posted to the Town's procurement website via an addendum within one week.

The following is a general description of the selection process for the advertisement:

- The Town's Selection Committee will review all qualifying LOI submittals.
- For Limited Service Contracts (On-Call type contract), the Town's Selection Committee may, at the Town's discretion, choose any number of firms to provide the services being solicited.
- In order to be considered for selection, consultants must submit a complete responses to this RFLOI prior to the specified deadlines. Failure to submit all information in a timely manner will result in disqualification.

RFLOI Timeline	
Schedule Item	Date
Submittal Period:	August 24 – September 21, 2026 (2:00 PM)
Question Period Deadline	September 9, 2026 (5:00 PM)
Final Addendum Posted (if needed)	September 14, 2026
Interviews (if needed)	Mid/Late September 2026
Contact Award(s)	October 2026

Selection Criteria

All pre-qualified firms who submit responsive letters of interest will be considered. The following criteria will be the basis on which firms will be selected for further consideration (in no particular order) (Based on 100-point scale):

- A. **Firm's Experience [20%]:** Firm/team's experience, familiarity and past performance with construction and CEI services for roadway, greenway, sidewalk, and bicycle transportation facilities.

- B. **Qualifications of Staff & Experience [40%]:** Project personnel qualifications, experience, knowledge, familiarity, and past performance with the desired services, similar-on-call contract experiences with local governments. Experience adhering to the NCDOT Construction Manual for CEI and CA services.
- C. **References [15%]:** Previous client satisfaction with similar work.
- D. **Outstanding Workload [15%]:** Outstanding workload (CEI only) with the Department and/or municipalities.
- E. **Experience with Federally Reimbursed Projects [10%]:** Proven project experience with federally reimbursed projects and reporting requirements.

After reviewing qualifications, if firms are equal on the evaluation review, then those qualified firms with proposed SPSF participation will be given priority consideration.

SMALL PROFESSIONAL SERVICE FIRM (SPSF) PARTICIPATION

The Department encourages the use of Small Professional Services Firms (SPSF). Small businesses determined to be eligible for participation in the SPSF program are those meeting size standards defined by Small Business Administration (SBA) regulations, 13 CFR Part 121 in Sector 54 under the North American Industrial Classification System (NAICS). The SPSF program is a race, ethnicity, and gender-neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state or locally funded contracts. SPSF participation is not contingent upon the funding source.

The Firm, at the time the Letter of Interest is submitted, shall submit a listing of all known SPSF firms that will participate in the performance of the identified work. The participation shall be submitted on the Department's Subconsultant Form RS-2. RS-2 forms may be accessed on the Department's website at [NCDOT Connect Guidelines & Forms](#).

The SPSF must be qualified with the Department to perform the work for which they are listed.

Real-time information about firms doing business with the Department and firms that are SPSF certified through the Contractual Services Unit is available in the Directory of Transportation Firms. The Directory can be accessed on the Department's website at [Directory of Firms](#) -- Complete listing of certified and prequalified firms.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm.

Miscellaneous Provisions

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

Ownership of Materials. The Town will have access and ownership of all materials created as part of the project. 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 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.