



# Request for Proposals

Western North Carolina (WNC) Dam Removal – Development to Design

**FRENCH BROAD WATERSHED**

Identification, prioritization, and engineering design services

Deadline: Friday, February 7<sup>th</sup>, 2025

## **American Rivers Project Management Team**

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## 1 GENERAL INFORMATION

### 1.1 INTRODUCTION

American Rivers seeks a contractor with the skills, knowledge, and commitment to identify priority dams that are prime for removal from a select group of western North Carolina counties, and then to design the removal of these dams so that they are construction-ready (Project). The purpose of this multi-step procedure is to streamline the identification, execution, and implementation of dam removal activity by qualified contractors.

The removal of a dam is the fastest way to restore the natural function of a river. Dam removals can increase public safety by taking out unsafe structures; protecting people and property from flooding; improving climate resiliency; restoring native aquatic life; and reintroducing species to new habitats. There are about 1,500 dams in western North Carolina, of which about 600 are high- or significant- hazard dams.

The Project includes, but is not limited to, those dams impacted by Hurricane Helene in September 2024. Hurricane Helene resulted in historic flooding across western North Carolina and the rivers of Appalachia. The state received record rainfall due to warm humid air being pulled up from the Gulf of Mexico in late September; then as Hurricane Helene ran into the southern Appalachian Mountains the moisture it carried was dumped on to the landscape releasing close to 30 inches of rain in some places. Many of the dams were pushed to their limits during the storm. Some breached, many were damaged, and still more are in unknown condition. These dams in particular need to be assessed for their long-term sustainability and potential for removal.

First, the contractor will develop a queue of ready-to-fund dam removal projects, identifying willing landowners and securing signed land access agreements, catalyzing the process of Dam Removal and supporting the capture of diverse state and federal funding opportunities for western North Carolina river restoration projects. Second, as needed, the same contractor will carry those identified projects through assessments of feasibility as needed. Finally, the contractor will develop engineering design, permitting, and construction oversight.

**Project Management Team:** American Rivers

**Primary Contact:** Project Management Team, [wncdamremoval@americanrivers.org](mailto:wncdamremoval@americanrivers.org), 828-220-5017 or 919-294-0143

### 1.2 RESPONSE DEADLINE

**All proposals must be submitted electronically (as PDFs) to AR Project Management Team at [wncdamremoval@americanrivers.org](mailto:wncdamremoval@americanrivers.org) by 8:00 pm on Friday, February 7th, 2025 with the subject line: "WNC Dam Removal RFP, French Broad."** The designated point of contact for each respondent will receive an email confirmation of receipt of their proposal. Any proposals received after this date and time will be rejected.

### 1.3 WITHDRAWAL OF PROPOSAL SUBMITTALS

A proposal submittal may be withdrawn at any time prior to the time set for receipt of submittals, provided that a request for withdrawal prepared by the submitter or a duly authorized representative is filed with American Rivers. The withdrawal of a submittal package shall not prejudice the right to resubmit prior to the time set forth above.

### 1.4 REJECTION OF PROPOSAL SUBMITTALS

American Rivers reserves the right to reject any or all submittals received in response to this RFP or to cancel this RFP or to terminate the selection proceedings at any time, if it determines such action is in the best interests of American Rivers.

### 1.5 PRE-PROPOSAL MEETING

American Rivers will host a pre-proposal meeting to answer questions of representatives of the Project Management Team and about the Project. The meeting will take place via Zoom on Thursday, January 16, 2025 between 1:00-2:00 pm EST. Additional meeting details and a zoom link will be provided closer to the time of the meeting. Firms interested in participating in the meeting should email the AR Project Management Team at their earliest convenience ([wncdamremoval@americanrivers.org](mailto:wncdamremoval@americanrivers.org)) to confirm attendance.

### 1.6 PROJECTED TIMELINE

The following schedule has been established for the proposal and selection process. Every effort will be made to adhere to this plan, but American Rivers reserves the right to adjust the dates as may be required by circumstances. Contractor selection will be decided by the Project Management Team consisting of staff of American Rivers.

#### Timeline:

Tuesday, January 7, 2025	Request for Proposals released
Thursday, January 16, 2025, 1:00-2:00 pm EST	Pre-Proposal Meeting (Virtual)
Friday, January 17, 2025	Deadline for questions
Friday, January 24, 2025	Q&A Digest distributed via e-mail, as requested
Friday, February 7, 2025	<b>Due date for proposals</b>
Friday, February 14, 2025	Final contractor selection

### 1.7 AWARD OF CONTRACT

The Contractor submitting the successful proposal shall be required to execute a contractual agreement issued by American Rivers. The Project will develop in stages, and therefore, so will the contractual agreement with the work under Phase 1 being contracted initially, and further work under Phase 2 and 3 added based on the results of the proceeding phases and as further funding is available. This is similar to progressive contracting in that it is a collaborative approach that emphasizes early engagement between the American Rivers and contractor,

allowing for cooperative identification of the best dams suitable for removal, better risk management, competitive pricing, and acquisition of continued funding. **This is not an RFP for design-build**; American Rivers envisions a separate bidding process for implementation with contractor potentially serving in the role of observation.

Contractor shall be selected and designated to perform services for Phase 1 of Project for a term not to extend beyond June 1st, 2026 unless a formal extension of the term of the agreement is authorized by American Rivers and issued in the form of an agreement amendment. American Rivers does not guarantee that an agreement will be written from this RFP or that future funding will be secured by a date certain, or at all, to proceed with Phases 2 and 3. American Rivers and Contractor shall maintain open communications during any gaps of time between phases to mutually address meeting the needs of the Project and parties.

## **2 SCOPE OF WORK**

### **2.1 PROJECT DESCRIPTION**

American Rivers has prepared this RFP for the purpose of soliciting proposals from qualified contractors to provide the deliverables requested in the following Scope of Work. The applicant shall provide detail on their approach, deliverables, costs and timeline for delivery associated with each of the tasks in Phase 1. The applicant shall provide 4-8 relevant project examples with a description including of their approach, deliverables, costs and timeline for delivery associated with tasks anticipated in Phases 2 and 3.

Contractor shall be permitted annual market rate adjustments in pricing following the initial Phase 1 work, particularly as gaps of time may occur between the phases based on funding availability. However, contractor rate changes exceeding reasonable market rate may result in later phases requiring alternative contracts and/or public bid.

#### **Budget:**

Project will be contracted in phases (see “Phased Scope of Work,” and “Tasks and Deliverables”). The budget for Phase 1 is \$25,000. Budgets for each identified dam removal that continues to Phases 2 and 3 will be determined by the particular attributes of the specific dam removal project.

As part of the project examples to be provided above, the applicant should provide past examples of pricing for dam removal feasibility studies and dam removal design with different variables as a basis for anticipated price comparison. Additionally, pricing should include Contractor’s professional rates as well as profit margins.

#### **Project Objectives:**

- **Develop a pipeline of fundable, actionable, high priority dam removal projects.**
- **Enable contractors to take projects from identification to full design delivery.**

The following Scope of Work is provided as an outline, and tasks are not necessarily listed in chronological order. Submitted proposals may vary from the following scope with a stated reason for the variation.

### **Project Details:**

#### **Location:**

- FRENCH BROAD WATERSHED, including Avery, Buncombe, Haywood, Henderson, Madison, Mitchell, Transylvania, and Yancy counties.

**Phased Scope of Work:** The work will proceed in phases:

- Phase 1: Identify highest priority projects for dam removal on the basis of public safety and environmental impact; follow up on high priority dam removal targets through site assessment and engagement with the landowner; conduct preliminary investigations to confirm feasibility of dam removal, secure land access agreements, and develop cost estimate to enable active fundraising for dam removal design and implementation, and report findings. In partnership with American Rivers (and other entities as Project requires), advocate for the progression of the identified projects to Phases 2 and/or 3.
- Phase 2: (as needed): Conduct feasibility/conceptual design study of high priority dam removal projects identified during Phase 1.
- Phase 3: Design, permit, and oversee the removal of high priority dam removal projects identified during Phase 1.

**Questions:** American Rivers will not respond to telephone questions about this RFP. Questions concerning this RFP must be received via email ([wncdamremoval@americanrivers.org](mailto:wncdamremoval@americanrivers.org)) by 8:00pm EST on Friday, January 17, 2025. Questions should have the subject line: "WNC Dam Removal RFP Question" to be considered. Respondents wishing to obtain a digest version of all questions and answers should send their email address to the AR Project Management Team ([wncdamremoval@americanrivers.org](mailto:wncdamremoval@americanrivers.org)) subject line: "WNC Dam Removals Q&A Digest" by 8:00pm on Friday, January 17, 2025. American Rivers shall distribute the Q&A Digest via email by 5:00pm on Friday, January 24, 2025.

## **2.2 TASKS AND DELIVERABLES**

### **PHASE 1 – Project Identification and Predesign Research**

Task 1: Identify sites: Prioritize potential dam removal projects for the greatest benefit using Southeast Barrier Prioritization Tool, partner expertise, and the geographic impact area of

Hurricane Helene. Input feasibility notes into the Active List mapper, available at:  
<https://experience.arcgis.com/experience/0b4089b42196498da905c04265c30a93>.

**Task 2: Landowner Engagement:** Engage with landowners/communities at priority projects, for purposes of education, site access, and to secure contractual agreements enabling the progression of dam removal project.

**Task 3: Develop Initial Cost Estimate:** Investigate condition and feasibility of priority projects and develop initial best professional estimate for design, engineering, permitting, and demolition for the purposes of informing a request for future funding. Deliver a report summarizing methods and results for each prospective dam removal investigated.

**Task 4: Project Management and Communication:** Work in partnership with invested entities, including American Rivers project managers, to ensure that all tasks at all stages of all prospective dam removals identified through Phase 1 are on track and in budget. Support prospective dam removals in their transition from Phase 1 to Phase 2 and/or 3 by joining diverse stakeholders in the dam removal community of practice to advocate and fundraise for projects identified in Phase 1.

## **Phase 2 – Expanded Investigation (as needed)**

**Task 1: Feasibility Study:** High priority dam removals identified in Phase 1 may require expanded investigation to confirm feasibility, address specific variables, or alleviate dam owner concerns to get to a “Yes.” In such cases, Phase 1 deliverables may be used to secure funding for a feasibility study. When funding is secured, investigate the dam removal in greater detail as required. Scope of the study will be determined based on budget, timeline, and requirements to allow for progression to Phase 3.

## **Phase 3 – Design Delivery**

**Task 1: Design, permit, and oversee construction on dam removal projects:** Develop all designs to bring a feasible dam removals to delivery, including but not limited to; meeting with regulatory agencies; data collection and review; history review and archaeological study; field surveys, base mapping, and bathymetry; sediment sampling and analysis; hydraulic and hydrologic analysis; development of plans to address water routing, sediment, staging/access, demolition/debris disposal, post-removal restoration; permitting; construction oversight of subcontracted construction crew during construction implementation.

**NOTE:** Priority prospective dam removals in Phase 3 will be ineligible for design-build contracting under this agreement. Contractors proceeding to Phase 3 under this agreement will be ineligible to bid for construction implementation.

### 3 RESPONDING TO THIS RFP

#### 3.1 MINIMUM REQUIREMENTS

Please submit a proposal that includes, at a minimum, the following elements:

##### 3.1.1 Firm Qualifications and References

- i. Contractor should provide details regarding demonstrated and specialized experience that is responsive to the selection criteria in Section 3.2, and the names of at least two clients that are willing to provide references for similar work completed, if possible.

##### 3.1.2 Approach

- i. Contractor should provide narrative description of the approach proposed for successfully completing **Phase 1** of the project and a risk management strategy for avoiding unexpected delays and complications.
- ii. Contractor should provide a description of their approach including deliverables, costs, timeline for delivery, and risk management strategy for avoiding unexpected delays and complications associated with tasks anticipated in **Phases 2 and 3**.
- iii. Contractor should provide a selection of 4-8 relevant project examples in support of the description of approach for tasks associated with **Phases 2 and 3**. Project examples should be submitted as separate files and will not count against the 15-page proposal limit (see below).

##### 3.1.3 Cost Estimate

- i. Provide Task Budget and total cost estimate for **Phase 1**.
- ii. Provide typical profit margin for tasks anticipated in **Phases 2 and 3**.
- iii. Contractor will provide a Schedule of Rates for the principal firm if not addressed in the cost estimate/budget. The schedule of rates shall consist of a list of Project staff by title with hourly billing rates, and also indicate: (a) whether support services are billed as direct costs or are included in overhead; and (b) if handling charges or profit are added to other direct costs (e.g., subcontractor's costs, reimbursables).

##### 3.1.4 Staff Experience

- i. Contractor should include brief bios and resumes for key staff detailing relevant qualifications.
- ii. Up to two project descriptions for similar work with dates, budget, deliverables, and client contact information.



Please limit the proposal to **15 pages** in total length excluding project examples. Project examples should include project summary and pricing of tasks.

**Disclaimer:** This RFP does not commit American Rivers to award a contract or to pay any costs incurred during the preparation of the proposal. American Rivers reserves the right to reject any or all the proposals for completing this work. American Rivers also reserves the right to eliminate the need for the selected contractor to complete one or more tasks, pending the outcome of preceding related tasks or issues, and/or the availability of project partners to complete that task. All submittals become the property of American Rivers upon receipt and will not be returned to Contractor.

### 3.2 SELECTION CRITERIA

The Project Management Team will evaluate proposals using the following criteria:

	SELECTION CRITERIA	MAXIMUM POINTS
1.	Professional experience of the firm and the collective professional experience of its team in performing services of similar size and scope.	20
2.	Effectiveness, efficiency, and merit of technical approach presented.	20
3.	Quality and relevance of recently completed or ongoing work and associated references.	20
4.	Cost effectiveness of the proposal	15
5.	Expertise, experience, education, and certifications/licenses of key personnel to be assigned.	15
6.	Reliability and ethics of firm; minority firm or demonstrated commitment to diversity, equity, inclusion, and justice.	10
	<b>Total Possible Points</b>	<b>100</b>

### 3.3 EVALUATION AND SELECTION PROCESS

The Project Management Team will review, evaluate, and score each proposal based on the above selection criteria. These factors shall be weighed according to the nature of the proposed Project, the complexity and special requirements of the specific services, and the needs of the Project Management Team. All proposals received will be evaluated to determine the extent to which they comply with solicitation document requirements. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Immaterial deviations may cause a proposal to be rejected if not corrected upon request.

During the evaluation process, the Project Management Team may require Contractor to answer questions with regard to the Contractor's proposal. Failure of Contractor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

Contractors will be notified of the Project Management Team's selection.

## **4 ADMINISTRATIVE PROCESS AND REQUIREMENTS**

### **4.1 AGREEMENT FOR SERVICES**

- i. The selected Contractor shall be notified in writing, via email, that it was the successful applicant. Negotiations will follow, at which time Contractor and American Rivers will attempt to enter into an agreement satisfactory to both parties.
- ii. If a satisfactory contractual agreement on services and compensation cannot be reached between American Rivers and the selected Contractor, American Rivers reserves the right to terminate negotiations with the selected Contractor and attempt to reach a satisfactory contractual agreement with the remaining qualified Contractors in order of their ranking.
- iii. The selected Contractor, with which American Rivers successfully negotiates, shall be required to execute an agreement, which shall include the terms and conditions of this RFP. American Rivers reserves the right to modify or update the agreement in the interest of American Rivers and the Project Management Team, in whole or in part, at any time up to and including during the negotiation of the agreement with the Contractor. By submitting for this RFP, the prospective Contractor and its key subcontractors acknowledge that the Project team will provide the services required in the agreement.

### **4.2 AGREEMENT REQUIREMENTS**

The selected Contractor shall be provided with a draft agreement following selection; however Contractor should be aware of the following agreement provisions required by American Rivers, the Project Management Team, and funding entities in developing its proposal.

#### **4.2.1 Insurance**

Contractor shall obtain and maintain for the term of the Agreement, usual and customary policies of insurance, including Workers' Compensation insurance in the maximum amounts required by law; Professional Errors and Omissions insurance in the amount of \$2,000,000 or greater; Automobile Liability with bodily injury limits of at least \$1,000,000 per accident; and Commercial General Liability (CGL) insurance in the amount of \$2,000,000 Aggregate, with reputable insurers with an AM Best Co. rating no lower than A-. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in North Carolina. Contractor shall also maintain Commercial Excess Liability or Umbrella coverage with a limit of \$3,000,000 or greater. Contractor shall provide a Waiver of Subrogation endorsement on the CGL and Workers Compensation policies.

Contractor shall include American Rivers for Phase 1 as additional insureds on a primary and noncontributing basis on its policies and provide American Rivers with Certificates of Insurance. Delivery of these Certificates to American Rivers shall be a condition precedent to the first payment to Contractor. The insurance policies shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to American Rivers.

#### 4.2.2 Payments

Payments for work under this contract shall likely be made at least quarterly, but no more frequent than monthly. Payments shall be based on invoices provided by Contractor covering work completed and are subject to American Rivers' approval. Payments shall be made to Contractor within 60 days of receipt of invoice.

#### 4.2.3 Federal Compliance Provisions

The following provisions will likely apply to this overall Agreement because this Agreement may be funded in whole or in part by Federal funds. The following provisions are required as part of a government-wide framework for grants management, commonly known as The Uniform Guidance which is an authoritative set of rules and requirements for Federal awards. Further details are at: <https://www.grants.gov/web/grants/learn-grants/grant-policies/omb-uniform-guidance-2014.html>. Contractor should note that state and local governmental entities may have their own compliance requirements that will be applicable to the Project and Contractor and will be made part of Contractor's agreement should these entities provide financial support.

1. **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.”

2. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**  
Contractor must comply 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.

(a) 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. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

**(b)** Contractor shall follow the clauses set forth in these paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act:

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** American Rivers shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**(c)** Contractor and its subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records shall be maintained under this paragraph shall be made available by Contractor and its subcontractor for inspection, copying, or transcription by authorized representatives of American Rivers and the Department of Labor, and Contractor and its subcontractor will permit such representatives to interview employees during working hours on the job.

3. ***Rights to Inventions Made Under a Contract or Agreement*** – With respect to non-profit organizations, contracts or agreements for the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the recipient 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.
4. ***Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387 ), as amended.***

Contractor and its subcontractors must 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

5. ***Debarment and Suspension (E.O. 12549 and E.O. 12689).*** No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance

with E.O. 12549 and E.O. 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. By signing this Agreement, contractor or subgrantee certifies that it and its principal employees are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Certification. By signing this Agreement, you certify that you are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If you are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

6. ***Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).*** Contractor certifies to American Rivers 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 any 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. Contractor must also obtain the same certification from any subcontractors and inform American Rivers of any disclosure.
7. ***Trafficking in persons.*** Contractor and its subcontractors and their employees may not engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; procure a commercial sex act during the period of time that this Agreement is in effect; or use forced labor in the performance of this Agreement or subagreement.
8. ***Text messaging while driving.*** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately-owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
9. ***Drug-free Workplace (2 CFR Part 1401, 41 U.S.C. 701-707, as amended).*** Recipients other than individuals, must:

- i. make a good faith effort, on a continuing basis, to maintain a drug-free workplace. Contractors and subgrantees must agree to do so as a condition for receiving any award. Contractors and subgrantees agree to take the following measures:
    1. Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 1401.305-1401.320); and
    2. Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Sections 1401.325-1401.401).
  - ii. identify all known workplaces under your Federal awards and subawards (see Sec. 36.230).
10. ***Domestic preferences for procurements.*** As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, 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). The requirements of this section must be included in all contracts and purchase orders for work or products under this award.

For purposes of this section:

(1) “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.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. ***Prohibition on certain telecommunications and video surveillance services or equipment.*** Contractor and its subcontractors are prohibited from obligating or expending these funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced



by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.