

Request for Proposals
Santa Catalina Recreation and Trails Enhancement Project: Phase III
Coronado National Forest

NFF Background:

The National Forest Foundation (NFF) is a congressionally chartered nonprofit organization with the simple mission of bringing people together to restore and enhance National Forests and Grasslands. The NFF is the leading organization inspiring personal and meaningful connections to our National Forests, the centerpiece of America's public lands. Working on behalf of the American public, the NFF leads forest conservation efforts and promotes responsible recreation. We believe these lands, and all they provide, are an American treasure and are vital to the health of our communities.

Project Background:

The NFF, in partnership with the Coronado National Forest (CNF), is seeking a qualified contractor to continue the restoration, improvement, and expansion of trails included in the Santa Catalina Trail Plan. The contractor will also support recreation site operation, maintenance and improvement.

Trail work will include reroute construction, existing trail improvements and maintenance, and new trail construction. Recreation site operations will include trash removal, cleaning and re-stocking of toilet facilities, and the completion of deferred maintenance and site improvement projects. Volunteer recruitment, stewardship events, and recognition may also be required to support projects.

Statement of Work:

Tasks under Phase III seek to support work already underway through a variety of partnerships. While work may occur anywhere within the Santa Catalina Ranger District, this request for proposals is specifically for:

- Construction of re-routes on the Finger Rock #42, Pontatoc #410 and Overflow to Esperero Connector trails
- New trail construction of the 8.5-mile Tucson Vista Trail
- Work may also include improvements to the Golder Ranch Trail System

Interested contractors should have experience with trail construction and maintenance in the desert southwest and familiarity with United States Forest Service (USFS) trail standards and policies.

Competitive Range

The expected competitive range for bids to this solicitation is **\$125,000 - \$175,000**.

Timeline:

This Request for Proposals will close and all proposals will be due on Friday, September 11, 2026. The NFF anticipates being able to enter a contract with any selected bidder(s) September 25, 2026, with a projected contract start date of October 1 2026. Changes in the closing date for this Request for Proposals will be updated on the NFF website at <https://www.nationalforests.org/rfp> under the link for this project's Request for Proposals. All contract related dates are estimates and subject to change at the NFF's sole discretion.

I. PROJECT OVERVIEW AND REQUIREMENTS

General Specifications

(a) Description of Work – This Request for Proposals is for trail restoration services related to the continuation of the Santa Catalina Recreation and Trails Enhancement Project: Phase III, located on the Coronado National Forest. Work on this project will include trail alignment, building reroutes, improvements and maintenance to existing trail, new trail construction. The selected contractor(s) will be responsible for performing the following deliverables:

1. Provide a skilled trail crew between two and eight members in size capable of completing low, medium, and high complexity trail maintenance tasks on trails identified by the NFF and CNF. Work shall include but is not limited to:
 - i. Removal of vegetation from alignments to improve the safety and quality of users' experience and to protect sensitive areas.
 - ii. Repair heavily damaged trail sections by constructing natural stone structures to remove water, stabilize tread and prevent future erosion, and rebuild tread surface where needed.
 - iii. New trail construction includes corridor clearing, tread excavation, retaining wall construction, and drainage installation.
2. Pending time and resources, conduct trail evaluation, formal assessment, or trail project planning. Tasks may include, but are not limited to:
 - i. Identify and map feasible routes for new trails or trail connections based on considerations such as soil type, topography, USFS trail standards, desired trail experiences, negative and positive control points such as trailheads or viewpoints, and vegetation type.
 - ii. Engaging with collaborative trail efforts with USFS partners and users.
3. Pending time, resources, and contractor availability, additional project work may be assigned.

(b) Specifications – Project work shall be accomplished in accordance with the following:

1. Chainsaws or crosscut saws may be used to achieve the purposes of this agreement. Saw operators working under contract are required to have appropriate training under OSHA regulations. Those operating as volunteers or cooperators must be trained and certified under the USFS saw policy.
2. Projects may include the use of small, mechanized equipment such as skidders and mini excavators.

3. Compliance with all applicable State and Federal regulations pertaining to the handling and disposal of hazardous materials is required.
 4. Work conducted within designated wilderness will meet wilderness stewardship requirements, including no mechanized or motorized equipment within wilderness boundaries.
 5. Protect all cadastral survey markers (brass caps), benchmarks, project markers, and other markers and stakes from damage or removal. In the case of destruction or removal, the contractor is responsible for replacing the markers.
 6. The contractor shall not disturb any natural or man-made features that may be of a historic or prehistoric value.
 7. The contractor shall notify NFF and CNF when a suspected feature is discovered and will avoid the feature(s) until cleared by the NFF and CNF personnel. Known areas requiring protection and avoidance will be identified on the ground and on the unit map. The nature of the identification will be noted on the unit map.
 8. The contractor shall operate only on Forest Service lands. Privately-owned lands near the perimeter of the treatment unit will be identified on the ground and the unit map provided at time of service. The nature of the identification will be noted on the unit map.
 9. The contractor shall abide by seasonal restrictions for sensitive wildlife species, as specified by NFF and CNF. Additional conservation measures such as limiting group size, noise mitigation and camping restrictions may be identified for particular work locations.
- (c) Project Location – Project work will be within and surrounding the Santa Catalina Mountains, in Pima County, Northeast of Tucson, Arizona. Work may take place in remote or backcountry settings where supplemental provision, water, or materials may be needed.
Please see Appendix A: Project Maps.
- (d) Work Schedule – Project work is anticipated to start Fall 2026 and continue through April 2027, pending resources and contractor availability.

Other Requirements

Minimum Insurance. In accordance with the terms of the Services Agreement, prior to the start of any work, the successful bidder (the “Contractor”) will be required to maintain, and ensure that its subcontractors performing work described in the proposal (Subcontractors) maintain, the minimum coverages and comply with the insurance requirements indicated below.

a. Coverage Requirements

- i. Commercial General Liability Insurance. Commercial general liability insurance written on an occurrence basis, including bodily injury, property damage, personal injury, advertising injury, products and completed operations and contractual liability in the amount no less than:
 - \$1,000,000 each occurrence;
 - \$1,000,000 products/completed operations limit;
 - \$1,000,000 advertising injury and personal injury limit; and
 - \$1,000,000 general aggregate.
 - ii. Business Automobile Liability Insurance. If using motor vehicles (owned, hired, or borrowed) to deliver or perform the work described in the proposal, business automobile liability insurance with a minimum limit of \$1,000,000 combined single limit each accident for bodily injury and property damage for all owned, rented leased or hired vehicles used in conjunction with the performance of the services.
 - iii. Workers' Compensation Insurance. Statutory workers' compensation insurance in accordance with all state and local requirements of the state(s) in which services will be performed. This will include employers' liability insurance with minimum occurrence limits of:
 - \$100,000 bodily injury by accident/\$100,000 each accident;
 - \$500,000 bodily injury by disease/\$500,000 policy limit; and
 - \$100,000 bodily injury by disease/\$100,000 each employee.
 - iv. Professional Liability Insurance. Professional or errors and omissions liability insurance with combined single limits of \$1,000,000 per occurrence and \$1,000,000 aggregate, per year, covering the performance of the successful bidder and any of its Subcontractors under the Services Agreement.
- b. Waiver of Subrogation. All insurance policies shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the NFF, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.
 - c. Primary and non-contributory. With the exception of Workers' Compensation and Professional Liability insurance (if applicable), all insurance required to be maintained by Contractor shall be primary with respect to all claims arising out of Contractor's performance and/or activities under this Agreement, and any insurance or self-insurance maintained by the NFF shall be excess only and not be required to contribute with it.

- d. "Claims Made" Coverage. Any liability insurance purchased on a "claims made" basis must be continuously maintained for a period equal to the applicable statute of repose, but in any case, not less than 3 years, following final performance or termination of Services, either through the continued purchase of insurance or the purchase of an extended reporting period. The retroactive date applicable to such "claims made" insurance, if any, must precede the first date on which Services are to be performed.
- e. Verification of Coverage. Contractor, for itself and any permitted Subcontractors, will have furnished to the NFF original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required herein prior to or at the time of execution of the Agreement, and shall further provide evidence that the foregoing is in place and will not be cancelled or reduced during the term of the agreement. Contractor's and any Subcontractors' certificates of insurance will list "The National Forest Foundation" as an Additional Insured on its or their commercial general liability policy and business automobile liability policy (as applicable). Contractor and any of its Subcontractors will submit updated certificates of insurance upon expiration of the required policies.

Additional Insurance Requirements. In addition to the minimum insurances set-forth above, the NFF reserves the right to request additional coverage as reasonably necessary based on the scope, nature, and risks associated with the services to be performed, including, but not limited to:

Payment/Performance Security. If selected, Bidder(s) shall be required to provide performance security in the form of cash, a letter of credit, bond, or other financial security that is easily convertible into cash in a form acceptable to the NFF, in its sole determination. The security will be used to ensure completion of the work required under any subsequent agreement and payment of all amounts lawfully due to all persons. All persons shall include, but not be limited to, those supplying or furnishing to the Bidder or Bidder's Subcontractors with labor, laborers, materials, rental machinery, tools or equipment used or to perform the work. Bidders may incorporate required associated costs into mobilization costs or other approved expenses. Payment or Performance security will be required in the following amounts as applicable:

- a. For work that is classified as construction in accordance with the Miller Act or Little Miller Act or if required per conditions of the funding source, payment and performance bonding will be required in the full amount of any Agreement. For the purposes of this Request for Proposal, construction is defined as "any contract greater than \$100,000 for the construction, alteration, or repair of any public building or public work where the federal government is the owner"; or
- b. If Contractor is subcontracting 15% or more of the total contract value, or if the cost of materials is in excess of the larger of \$100,000 or 50% of the contract total, payment and performance bonding will be required in the full amount of the agreement; or

- c. If the value of the agreement is in excess of \$250,000, Contractor will be required to post financial security in a form acceptable to the NFF in the amount of 5% of the total agreement value up to \$250,000 in total financial security.

The NFF will not provide blanket waivers of payment/performance security requirements though reserves the right to negotiate payment and performance security terms and conditions with selected contractors based upon legal requirements and organizational needs and policies.

Prevailing Wage. Work performed under this Request for Proposal (RFP) and any resulting contract is subject to prevailing wage regulations under the federal Davis-Bacon Act. All contractors and subcontractors bidding on this project must factor prevailing wage rates, including mandatory fringe benefits, into their cost proposals.

Prohibited Telecommunications Services and Equipment. NFF contractors are responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216.

Federal Exclusion Verification. The selected Contractor will be required to affirm that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Federal Flowdown Provisions. NFF funding for projects may vary but will frequently include federal funds. As such, any Agreement associated with this RFP may be subject to flowdown requirements under associated federal or state funding agreements, which are included and made part of by this reference. Federal flowdown requirements are not negotiable by the NFF and will not be removed or edited.

Identified Flowdown Provisions

While flowdown provisions may change depending on funding, the NFF has identified the following non-negotiable federal flowdown provisions as currently being required for this work:

Appendix B: Federal Funding Flowdowns

II. REQUIRED COMPONENTS

Technical Proposal

Bidders shall submit a technical proposal for the work described in this RFP. Bidders shall consider all relevant factors when submitting proposals for this work. Bidders shall identify in their proposals what they can supply in terms of materials, labor, equipment, supplies, supervision, quality control, and incidentals required to complete the work as described. Proposals should account for the need of the selected contractor to make its own arrangements for temporary utilities and facilities, if required. Proposals shall be sufficient to guarantee that the selected contractor shall be able to perform all work in a safe and conscientious manner and in accordance with all industry standards. At a minimum, each proposal **must** include the following:

1. An overview and description of the services provided by the Bidder that align with the requests in this RFP.
2. A description of the project management or administration approach that will be followed by the Bidder to ensure that the identified work is completed on time and within budget.
3. A project work plan and schedule that lists in detail the stages of work expected to be completed in this project, all identifiable deliverables, and the dates on which the Bidder would anticipate being able to complete delivery of the work.
4. A project personnel overview identifying key personnel to be utilized if selected to perform the work described in this RFP and any relevant or required credentials or certifications held by the key personnel.

Bidders may also include the following items in proposals as applicable:

1. Any change or risk management approaches utilized by the Bidder when completing projects of the type described in this RFP.
2. Successful bidders will be required to provide a Unique Entity Identifier (UEI). If you have a UEI, please provide it in your proposal or quote.

Bidder Qualifications

Bidders shall submit a statement of their qualifications for the work described in this RFP. The statement should include the following items in narrative format:

1. Experience
 - a. Please provide a brief explanation of previous work experience with land management agencies, noting specifically any work performed on National Forests or Grasslands.
 - b. Please provide a listing of relevant projects of similar size, scope, and total value performed by the Bidder within the past 5 years.
2. References

- a. Please provide three professional references, identifying as applicable any government or conservation nonprofit references.
- b. Provide the name, email address, and telephone number for each reference, as well as the dates of the projects during which the Bidder worked with each reference.

Failed Projects or Legal Actions

Bidders shall identify any past failed projects and the reasoning behind the failure or incompleteness. Bidders shall also identify any and all current or pending legal matters in which the Bidder or any of its principals is involved.

Pricing Schedule

Bidders shall price work according to the schedule below. If Bidders believe that an alternative method of pricing is more applicable, they may also provide an alternative pricing schedule in addition to the format requested below. The NFF, in its sole discretion, reserves the right to utilize any alternative pricing schedule proposed by any Bidders.

Due to the dynamic and changing nature of NFF funding, the NFF reserves the right to negotiate an increased cost with the selected Bidder in the event that prevailing wages become required for the work described in this RFP.

All quantities and measurements identified in this RFP are based upon the best knowledge available to the NFF and are subject to change. Payment will only be made for actual work completed. If the opportunity to add additional funding to the work described in this RFP arises, the NFF may increase the quantities of work to be performed as part of this project, as agreed upon by the NFF and the selected Bidder.

Please provide pricing as a **daily rate** based on the proposed **crew size** for each task. Include the number of days estimated to complete each item, the daily rate associated with the crew size, and the resulting extended cost (Days × Daily Rate). Daily rates shall include all labor, equipment, supervision, tools, transportation, and incidental costs necessary to perform the work.

	Task/Item	Units	Daily Rate by Crew Size	Extended Cost
(a)	Construction of reroutes on Finger Rock #42, Pontatoc #410 and Overflow to Esperero Connector trails	Work Day	\$_____ per day (Crew Size: _____)	
(b)	Beginning construction of new 8.5-mile "Tucson Vista Trail"	Work Day	\$_____ per day	

			(Crew Size: _____)	
(c)	Improvements to Golder Ranch Trail System	Work Day	\$_____ per day (Crew Size: _____)	
			Total Bid	

Payment Schedule

Bidders shall submit a proposed payment schedule consistent with their proposed pricing structure. Lump sum proposals should identify invoicing milestones tied to deliverables or project phases, while time-and-materials proposals should identify the anticipated invoicing frequency, cost of materials/supplies, and the applicable rates for invoicing. Proposed payment schedules are for evaluation purposes only. The final payment structure and invoicing terms will be negotiated with the selected Bidder and incorporated into the executed agreement.

Invoice Number	Work Tasks/Items Performed	Corresponding Cost
1.		
2.		
3.		
4.		
5.		
	Agreement Total	

Insurance

Bidders must identify the insurance coverage currently in place. If available, please attach a sample certificate of insurance.

III. SUBMISSION, EVALUATION, AND CONTACTS

Bidder Selection Process:

Bid Submission

Bidders shall submit proposals containing all of the required information described above via email at the address specified below by the stated deadline:

Submission Address: jgoraj@nationalforests.org

Submission Deadline: September 11, 2026

Proposals submitted after this RFP closes will not be considered unless approved by the NFF. The NFF will review all proposals determined to be responsive using the evaluation factors listed below. Proposals may be deemed non-responsive for failure to submit any required information or for failure to comply with any terms of this RFP. Non-responsive proposals may be disqualified from evaluation in the sole discretion of the NFF.

Notification

If a proposal is selected by the NFF to advance to the contracting stage, the NFF will notify the successful Bidder via email. Once the selected Bidder has been notified, the NFF project representative will coordinate the drafting and negotiation of an NFF agreement outlining the terms and conditions of the work to be performed.

Unsuccessful Bidders will be notified via email as soon as possible after the closing date of this RFP. Please Note: The NFF **will not** share any information about the organizations submitting proposals nor any information regarding the proposals submitted by other organizations. If a Bidder has questions about its proposal, the Bidder may ask the NFF Point of Contact identified below. If an answer can be provided, the NFF will respond via email as soon as it is able to do so.

Request for Proposals Only

This is a request for proposals only and bids furnished do not bind the NFF in any way. Selection of a bid will result in the opportunity to contract with the NFF but will not guarantee a resulting contract or any amount of work. The NFF reserves the right to disqualify any incomplete or improper proposal submitted as non-responsive. The NFF may also decide not to select any proposals submitted to this RFP for advancement to contract negotiations. This request does not commit the National Forest Foundation to pay any costs incurred in the preparation or submission of the proposal or to contract for supplies or services.

Evaluation Factors and Scoring

The following factors will be used to evaluate any responsive submitted proposals. The factors, as listed, are ordered from highest priority (Level 3) to lowest priority (Level 1). Each factor can receive a score from 1 point to 3 points. The number of points awarded will be multiplied by the priority level to determine the total score for each factor.

(Example: If Price/Cost (level 3) is awarded 2 points, the total score for price would be 6 points.)

Level 3 Criteria

- Price / cost
- Equipment and contractor capability
- Timing of when contractor can begin and/or finish the project
- Past performance, references, and USFS feedback

Level 2 Criteria

- Technical proposal / proposed approach to project
- Overall strategic benefits to meeting NFF goals and grant needs, requirements, and timelines

Level 1 Criteria

- Benefits to the local community
- Relationship to local community

Point of Contact

Any questions about this Request for Proposals shall be submitted in writing to the NFF contact identified below. Questions determined to be of importance to all potential Bidders will be posted as an attachment to an updated version of this RFP at <https://www.nationalforests.org/rfp>.

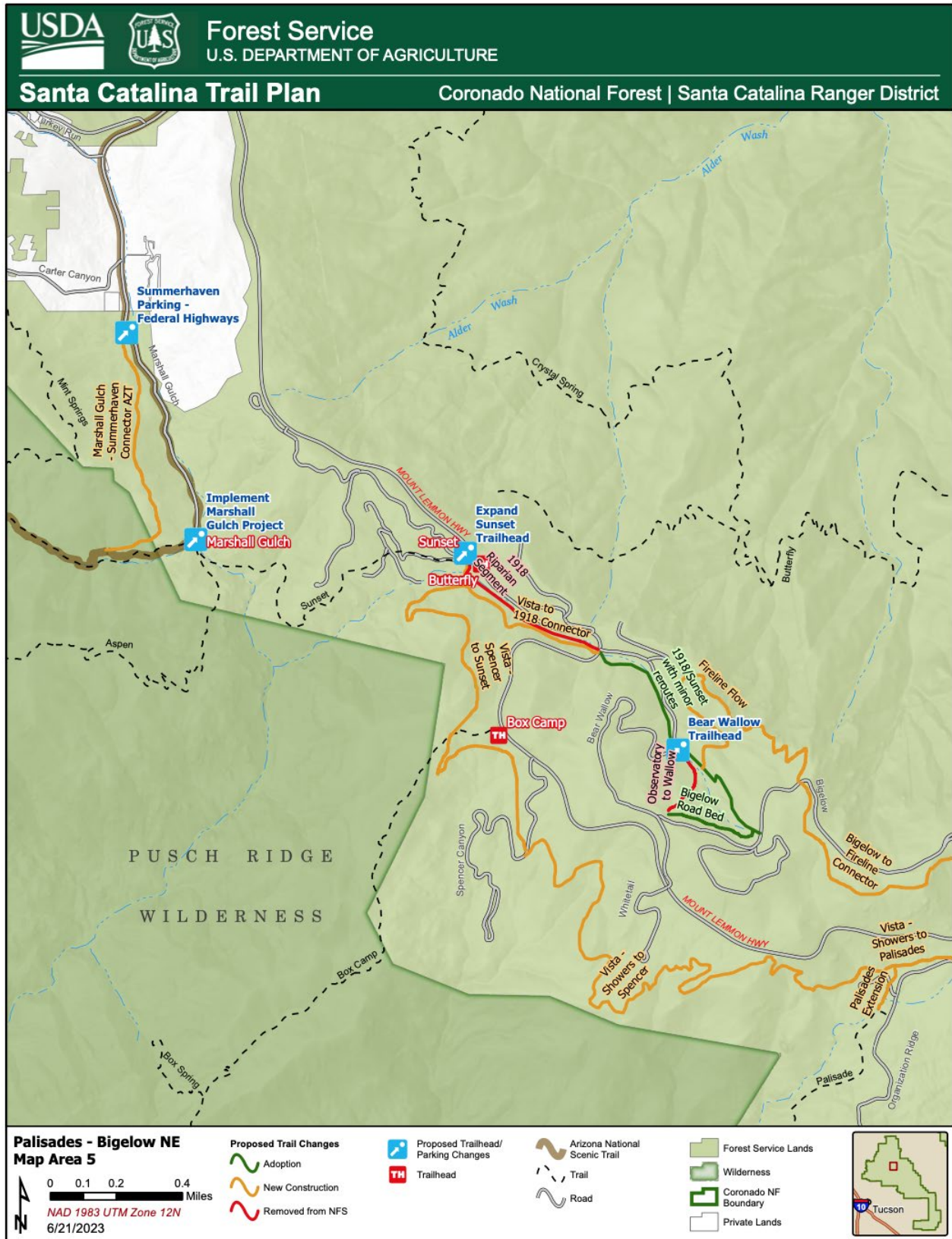
John Goraj
National Forest Foundation, Southern Arizona Program Coordinator
jgoraj@nationalforests.org

Bid Submission

Submit bids via email to jgoraj@nationalforests.org by September 11, 2026.

Equal Opportunity Provider

In accordance with Federal law and U.S. Department of Agriculture policy, the National Forest Foundation is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability.

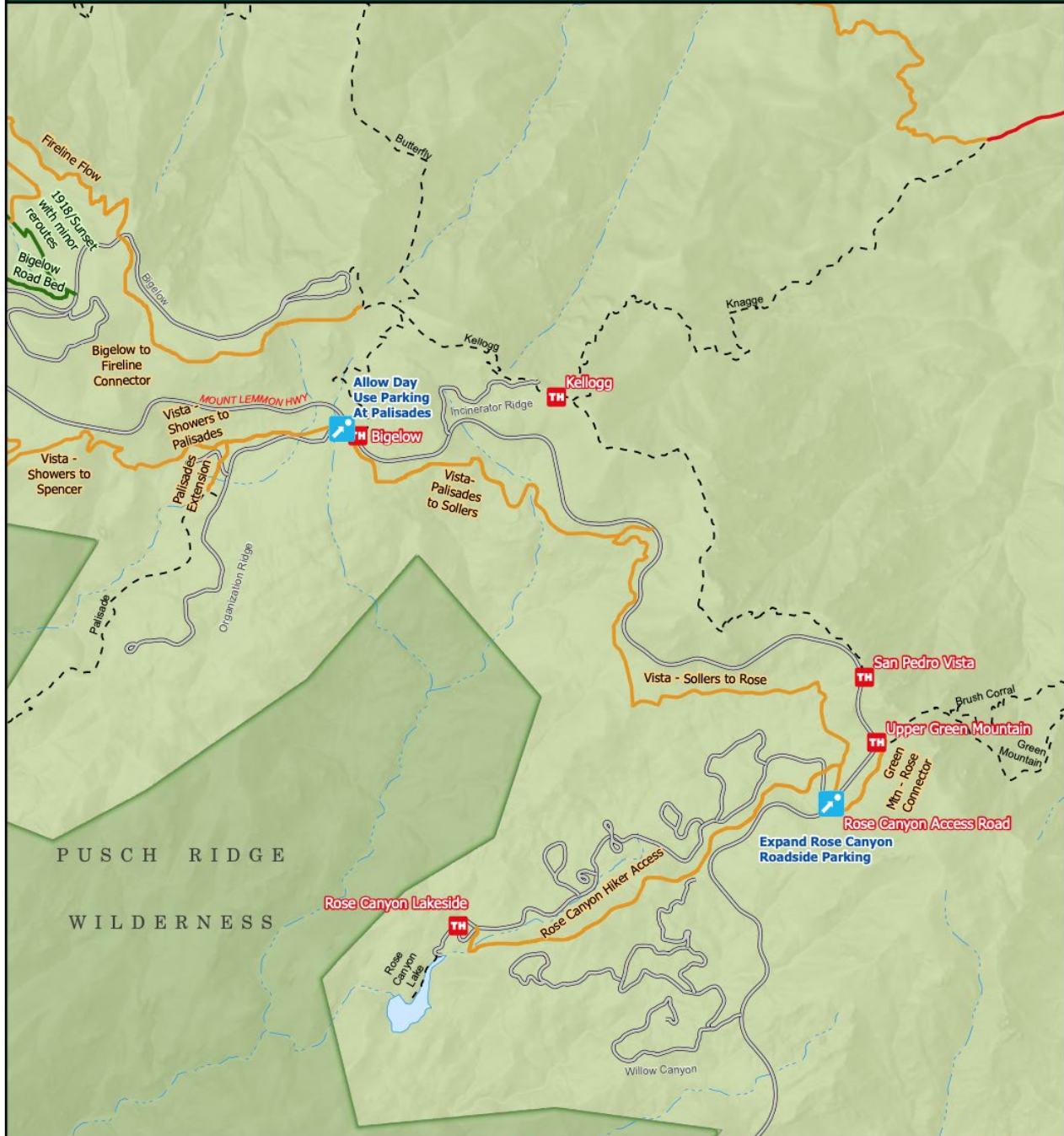




Forest Service
U.S. DEPARTMENT OF AGRICULTURE

Santa Catalina Trail Plan

Coronado National Forest | Santa Catalina Ranger District



Palisades - Bigelow SE Map Area 6

0 0.1 0.2 0.4
Miles
NAD 1983 UTM Zone 12N
6/21/2023

Proposed Trail Changes

- Adoption
- New Construction
- Removed from NFS

Proposed Trailhead/ Parking Changes

- Trailhead
- Trail
- Road

- Coronado NF Boundary
- Wilderness
- Forest Service Lands

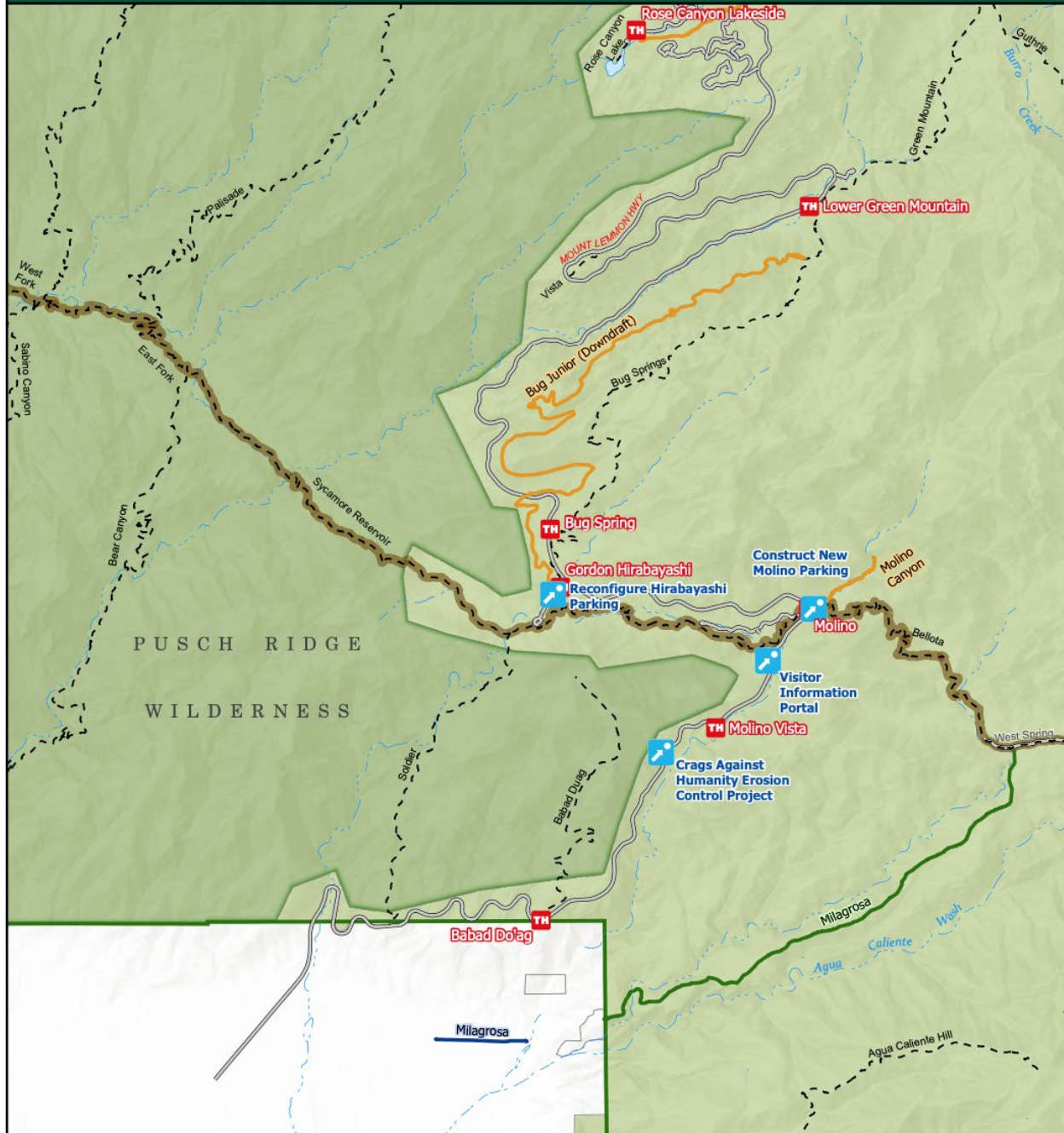




Forest Service
U.S. DEPARTMENT OF AGRICULTURE

Santa Catalina Trail Plan

Coronado National Forest | Santa Catalina Ranger District



Lower Catalina Highway Map Area 7

0 0.2 0.4 0.8 Miles
NAD 1983 UTM Zone 12N
6/21/2023

Proposed Trail Changes
Access
Adoption
New Construction

Proposed Trailhead/
Parking Changes
Trailhead

Trail
Arizona National
Scenic Trail
Road

Coronado NF
Boundary
Wilderness
Forest Service Lands
Private Lands



Appendix B

NFF Funding Code: 1593067

NFF Funding Name: CCS SPA Santa Catalina Rec and Trail Enhancement

Funder Agreement ID: 22-CS-11030500-169

Flowdown Provisions

A. U.S. DEPARTMENT OF AGRICULTURE GENERAL TERMS AND CONDITIONS.

In accordance with Secretarial Memorandum 1078-021, the USDA General Terms & Conditions for Mutual Interest Agreements dated, 12/15/2025, and its implementing regulations, apply to the Cooperator and any sub-awardees and/or sub-contractors under this agreement. These Departmental policies and regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement and located at: https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/usda-general-terms-and-conditions?utm_medium=email&utm_source=govdelivery

B. FOREST SERVICE GENERAL TERMS AND CONDITIONS.

The Forest Service General Terms & Conditions for Mutual Interest Agreements dated, 2/16/2026, and its implementing regulations, apply to the Cooperator and any sub-awardees and/or subcontractors under this agreement. These federal policies and regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement, located at <https://www.fs.usda.gov/working-with-us/grants/terms-conditions>

C. DAVIS-BACON AND RELATED ACT PROVISIONS

When required by Federal program legislation (The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works), 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. NFF 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. NFF 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. NFF must report all suspected or reported violations to the Federal awarding agency.

D. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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. 29 CFR 5.5.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the 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 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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 1 of this section. 29 CFR 5.5.
 - \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).
3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 the 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 2 of this section. 29 CFR 5.5.

E. DEBARMENT AND SUSPENSION

NFF shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal

government according to the terms of 2 CFR Part 180. Additionally, should NFF or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

F. CLEAN AIR AND WATER ACTS

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

G. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (E.G., 41 U.S.C. CH. 39 (STATUTORY NOTES))

The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.