

Request for Proposals
Fort Valley Experimental Forest Restoration
Thinning and Stand Improvement
Coconino National Forest, AZ

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:

Established in August 1908, the Fort Valley Experimental Forest (FVEF) is the Nation's first Forest Service research facility. It originated after Flagstaff's Riordan Brothers asked Gifford Pinchot to determine why local ponderosa pine forests were failing to regenerate by logging. Since then, FVEF has served as a key site for forest management research, including studies on natural and artificial regeneration, stand improvement, sample plots, and climate. Many long-term research projects continue today, and the Fort Valley campus is listed on the National Register of Historic Places. The primary objectives of the FVEF restoration project are to:

- a. Reduce the risk of uncharacteristic wildfire by lowering stand density and removing ladder fuels, and
- b. Improve overall forest health by reducing inter-tree competition and enhancing the growth, vigor, and resilience of residual trees.

Statement of Work:

The NFF seeks a contractor to conduct up to 1,656 acres of tree thinning and stand improvement work on the FVEF within the Flagstaff Ranger District of the Coconino National Forest. Treatments include mastication, hand thinning, and piling of live and dead Ponderosa pine trees up to 9 inches in diameter at breast height (DBH).

Timeline:

This Request for Proposals will close and all proposals will be due on 5:00PM MST on November 5, 2026. The NFF anticipates being able to enter a contract with any selected

bidder(s) by November 26, 2026, with a projected contract start date of November 30, 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.

Pre-Bid Tour- A Pre-bid tour is scheduled for **October 22, 2026 at 10am AZ** Time. Interested parties are encouraged to attend the pre-bid tour to better understand the scope of work and expectations. To attend the Pre-Bid Tour, bidders must contact Chad Kim (ckim@nationalforests.org) no later than October 21, 2026 to be placed on the RSVP list and receive meeting details.

I. PROJECT OVERVIEW AND REQUIREMENTS

A. Project Overview

1. Description of Work. This Request for Proposals is for forest thinning services related to the Fort Valley Experimental Forest (FVEF) project, located on the Coconino National Forest. Work on this project will include hand thinning and piling and mastication. The selected contractor(s) will be responsible for performing the services and providing the deliverables set forth below:
 - a) **Mandatory:** In units with Leave Tree Mark (LTM) paint, retain any conifers marked with orange dot/slash (See Appendix A) up to 326 acres in Units 1, 9-10, 13, 22, 25 (See Appendix A and B)
 - i. Cut and pile all live and standing dead ponderosa from 2 feet tall to 9" DBH that have no paint
 - ii. Cut stumps as low as possible. Stumps must be less than 6" tall
 - iii. All activity slash shall be piled with a minimum size of 10' high, 10' wide, and 15' long with larger piles preferred (See Appendix A for full piling specifications)
 - b) **Mandatory:** Hand thin and pile live and standing dead Ponderosa pine from 2 feet tall to 9" DBH to variable spacing* up to 688 acres in Units 2, 5-8, 12, 14-16, 18-21, 23-34, 26-29, 37, 38, 39, 41-43, 47-48, 51, 54-55 (See Appendix A and B)
 - i. In units without LTM paint, 5-15 trees per acre less than 9" DBH shall be left, preferring straight form, full crown trees
 - ii. *Spacing between retained trees is specific to certain units and varies across the project area between 60-80 ft or 65-90 ft spacing – please pay special attention to the treatment by unit breakdown in Appendix A
 - iii. In Units 37, 51, 54-55, cut and pile live and dead Ponderosa from 2 feet tall to 6" DBH to 60-80 ft spacing THEN cut and pile live and dead Ponderosa 6-9" DBH within 5 feet of any residual tree
 - iv. In Units 23 and 51, prune and pile any dwarf mistletoe-infected branches with twigs or needles that touch the ground, or infected branches that emerge from the bole at or below 6 feet in height
 - v. Cut stumps as low as possible. Stumps must be less than 6" tall
 - vi. All activity slash shall be piled with a minimum size of 10' high, 10' wide, and 15' long with larger piles preferred (See Appendix A for full piling specifications)
 - c) **Mandatory:** Hand thin and pile live and standing dead Ponderosa pine from 2 feet tall to 6" DBH to variable spacing* up to 290 acres in Units 11, 17, 30-33, 40, 52-53, 56-60 (See Appendix A and B)
 - i. In units without LTM paint, 5-15 trees per acre less than 6" DBH shall be left, preferring straight form, full crown trees

- ii. *Spacing between retained trees is specific to certain units and varies across the project area between 60-80 ft or 65-90 ft spacing – please pay special attention to the treatment by units' breakdown in Appendix A
 - iii. Cut stumps as low as possible. Stumps must be less than 6" tall
 - iv. All activity slash shall be piled with a minimum size of 10' high, 10' wide, and 15' long with larger piles preferred (See Appendix A for full piling specifications)
- d) **Mandatory:** Mastication of live and dead standing Ponderosa pine 6" height to 9" DBH up to 346 acres in Units 3, 4, 34-36, 44-46 (See Appendix A and B)
 - i. Retain any live conifers with LTM paint
 - ii. Masticate all trees less than 9" DBH within 20 ft of boles of trees larger than 9" DBH
 - iii. For trees greater than 20 ft from the boles of trees larger than 9" DBH, they will be cut and piled to achieve 5-15 TPA that are less than 9" DBH
 - iv. Retain 5-15 trees per acre less than 9" DBH
 - v. Where mastication would cause damage to the selected leave tree, leave trees may also be left in small clumps of 2-3 trees
 - vi. Chip depth shall never exceed 4" and shall be less than 2" across at least 95% of the project area
 - vii. Stump height shall not exceed 6"
 - viii. Areas that cannot be reached with the masticator shall be hand-felled, lopped and scattered to <18" in height (this is expected to be incidental, in occasional rocky areas)
 - ix. Areas where masticating trees 6-9" DBH would result in chip depths greater than what is outlined below shall be hand-felled and piled (this is expected to be incidental, in occasional dense areas)
- e) **Optional:** After hand thinning Ponderosa according to the same prescription as bullet #2, carry/drag and pile slash outside of the unit boundaries up to 6 acres in Units 49 and 50 (See Appendix C)
 - i. Slash may need to be carried up to 300 ft to the unit's edge
- f) In all units, retain live conifers with LTM paint, aspen, Gambel oak, juniper, Douglas-fir, SW white pine, trees with white paint, trees showing evidence of active wildlife use (ex. nests), and any other trees with visible tags/signs at or above breast height. (See Appendix A and B)
- g) The Contractor shall adhere to all limited operating periods, timing restrictions, and fire plan as outlined in Appendices A and D
- 2. Specifications. Project work shall be accomplished in accordance with the following specifications:
 - a) Appendix A: Scope of Work
 - b) Appendix B: Project Map
 - c) Appendix C: Units 48-50 Map

d) Appendix D: Fire Plan

3. Project Location.

- a) Project Location: The project area is in Coconino County within the boundary of FVEF on the Flagstaff Ranger District, Coconino National Forest. This area is about 5 miles northwest of Flagstaff, AZ. Treatment units are located on both sides of HWY 180, along FR 164B, and surrounding part of Snowbowl Road. Areas are within: T22N, R6E, Sections 13, 22, 24, 25, 27 and T22N, R7E, Sections 18, 19, 30.
- b) Site Conditions: The majority of the project area can be accessed via Fort Valley Road (Hwy 180) and numerous established Forest Service Roads. Forest Service roads become extremely slick after heavy precipitation. Several units are next to private property and/or intersect established roads and popular hiking trails. Terrain is mostly flat with some rolling hills. Elevation range is 7,300-7,800 ft.
- c) Utilities/Facilities: A gate code will be provided to the selected Contractor to access some units. The Contractor may request a letter from FS to allow them to camp in the same spot on site past 14 days.

4. Work Schedule.

- a) Work Start: Due to project timing restrictions, work will begin as soon as possible following contract finalization and attendance of a pre-operations meeting, but no later than December 15, 2026.
- b) Project Completion: Work will continue in accordance with timing restrictions until all deliverables are met, but no later than December 15, 2029.
- c) Wildlife Restrictions: All or portions of the following units are subject to timing restrictions for the goshawk breeding season. No activities will occur within the post-fledgling family area (PFA) boundary from March 1 - August 31. Units 22, 23, 24, 25, 26, 31, 33, 35, 37, 38, 40, 51, 52, 53, 54, 55, 57

B. Other Requirements

1. 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 ("CGL"). Commercial general liability insurance, 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
 - \$2,000,000 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.
 - iv. Professional Liability/Errors and Omissions 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 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 will submit updated certificates of insurance upon expiration of the required policies.

2. 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:
 - a) Commercial/Contractor's Pollution Liability Insurance covering clean-up costs, legal fees, and third-party damages from environmental contamination.
 - b) Loggers Broad Form Endorsement restoring liability protection for specific property damage and operational risk inherent to forestry operations to Contractor's CGL policy.
 - c) Umbrella/Excess Liability Insurance raising the limit on existing primary policies if the primary insurance limits are reasonably considered insufficient.
3. Payment/Performance Security. If selected, Bidder(s) shall be required to provide 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 the 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."
 - 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.
 - 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 a selected Bidder based upon legal requirements and organizational needs and policies.

4. Prohibited Telecommunications Services and Equipment. If selected, Bidder(s) are responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216.
6. Flowdown Provisions. NFF funding for projects may vary but will frequently include public 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. Flowdown requirements are not negotiable and will not be removed or edited. While flowdown provisions may change depending on funding, the NFF has identified the following flowdown provisions as currently being required for any Work performed under this RFP and any resulting contract:
 - Appendix E: Federal Funding Flowdown Provisions for 1596169

II. PROPOSAL REQUIREMENTS

A. Technical Proposal

1. Minimum Requirements. 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:
 - a) An overview and description of the services, materials, supplies, labor, equipment, utilities, and facilities provided by the Bidder that align with the requests in this RFP.
 - b) 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.
 - c) 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.
 - d) Any change or risk management approaches utilized by the Bidder when completing projects of the type described in this RFP.
 - e) 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.

B. 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.
3. UEI. 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.
4. Federal Exclusion Verification. Bidder(s) 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.
- C. 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.
- D. 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.

All quantities and measurements identified in this RFP are based upon the best knowledge available to the NFF and are subject to change.

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.

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.

	Task/Item	Units (Acres)	Unit Cost	Extended Cost
(a)	Hand thin and pile of Ponderosa by LTM or up to 9" DBH in Units 1, 9-10, 13, 22, 25	326		
(b)	Hand thin and pile of Ponderosa up to 9" DBH in Units 2, 5-8, 12, 14-16, 18-21, 23-24, 26-29, 37-39, 41-43, 47-48, 51, 54-55	688		
(c)	Hand thin and pile of Ponderosa up to 6" DBH in	290		

	Units 11, 17, 30-33, 40, 52-53, 56-60			
(d)	Mastication of Ponderosa up to 9" DBH in Units 3, 4, 34-36, 44-46	346		
(e)	Optional: Hand thin and pile Ponderosa up to 9" DBH with slash removed from Units 49 and 50	6		
			Total Bid	

E. 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	Milestone/Deliverable	Corresponding Cost
1.		
2.		
3.		
4.		
5.		
Agreement Total		

F. Insurance Information. Bidders must identify the insurance coverage currently in place. If available, please attach sample certificates of insurance.

III. SUBMISSION, EVALUATION, AND CONTACTS

A. Bidder Selection Process:

1. 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:

a) **Submission Address:** ckim@nationalforests.org

b) **Submission Deadline:** 5:00PM MST on November 5, 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.

2. 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.

3. 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.

B. 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

C. 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>.

Chad Kim
National Forest Foundation Arizona Project Coordinator
ckim@nationalforests.org

D. Bid Submission

Submit bids via email to ckim@nationalforests.org by November 5, 2026

E. 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.

APPENDIX A STATEMENT OF WORK
FORT VALLEY EXPERIMENTAL FOREST RESTORATION

Hand-thin – LTM	
<i>Unit</i>	<i>Acres</i>
01	74
09	29
10	18
13	21
22 ¹	121
25 ¹	63
<i>Total</i>	326

Hand-thin – DxD (9")	
<i>Unit</i>	<i>Acres</i>
02	81
05	48
06	30
07	23
08	21
12	15
14	3
15	4
16	7
18	19
19	9
20	5
21	5
23 ¹	151
24 ¹	50
26 ¹	16
27	8
28	11
29	5
37 ¹	21
38 ¹	16
39	7
41	7
42	7
43	3
47	70
48	11
49 ²	3
50 ²	3
51 ¹	21
54 ¹	6
55 ¹	8
<i>Total</i>	694

Hand-thin – DxD (6")	
<i>Unit</i>	<i>Acres</i>
11	5
17	9
30	8
31 ¹	7
32	6
33 ¹	12
40 ¹	69
52 ¹	20
53 ¹	20
56	10
57 ¹	45
58	42
59	28
60	9
<i>Total</i>	290

Mastication – DxD	
<i>Unit</i>	<i>Acres</i>
03	85
04	111
34	33
35 ¹	31
36	5
44	16
45	44
46	21
<i>Total</i>	346

¹ All or portions of the unit are subject to timing restrictions for the goshawk breeding season. No activities will occur within the post-fledgling family area (PFA) boundary from March 1 - August 31.

² Optional Items. Award is contingent upon funding.

SCOPE & OBJECTIVES

This project includes 1,656 acres of tree thinning and stand improvement activities on the Fort Valley Experimental Forest (FVEF), Flagstaff Ranger District, Coconino National Forest. The work consists of masticating, hand-thinning and piling trees up to 9" diameter at breast height (DBH).

Fort Valley Experimental Forest was established in August 1908 and is the first Forest Service research facility in the Nation. It was established after two lumbermen, the Riordan Brothers from Flagstaff, asked Gifford Pinchot to determine why the area's ponderosa pine forest was not regenerating after logging. FVEF became a major field and laboratory site for forest management investigations, including studies in natural and artificial regeneration, stand improvement, sample plots, and climate. Many research projects are still ongoing and the Fort Valley campus is now listed on the National Register of Historic Places.

The treatment objectives are to 1) Reduce the risk of uncharacteristic wildfire by decreasing stand density and ladder fuels and 2) Improve forest health by decreasing inter-tree competition and improving residual tree growth, health and vigor.

LOCATION

The project area is located within the boundary of FVEF on the Flagstaff Ranger District, Coconino National Forest. This area is northwest of Flagstaff, AZ. Treatment units are located on both sides of HWY 180, along FR 164B, and surrounding part of Snowbowl Road. Areas are within: T22N, R6E, Sections 13, 22, 24, 25, 27 and T22N, R7E, Sections 18, 19, 30.

BOUNDARIES

Boundary for units 1-16 is painted with two orange bands facing into the unit and two orange stump marks pointing to the next boundary tree. Boundary for units 17-60 is painted with a single orange band facing into the unit and two orange stump marks pointing to the next boundary tree. Unit numbers are painted on roughly every 5th tree facing into the unit. Corner trees are painted with three orange bands facing into the units. Boundaries along roads and fence lines are not painted (supplemented with lime glo flagging). Avoid all operations within white-painted boundaries.

DETAILED PRESCRIPTION:

- Retain all aspen, Gambel oak, juniper, Douglas-fir, SW white pine, trees with white paint, trees showing evidence of active wildlife use (ex. nests); and any trees with visible tags and/or signs at or above breast height. This supersedes all other guidelines.
- Restricted areas are designated with white paint. There shall be no ground disturbance within restricted areas, and no trees shall be felled into restricted areas.

Units 01, 09-10, 13, 22, 25

- Retain any live conifers that are marked with orange dots (supersedes guidelines below).
- Cut and pile all live and dead ponderosa pine from 2 feet tall to 9" DBH that have no paint (see Activity Slash section for piling specifications).
- Cut stumps as low as possible (height shall not exceed 6") and ensure cut surface is flat (<30° angle).

- Directionally fell trees away from roads and trails and immediately remove all material from roads and trails.
- Ensure adequate traffic control on all roads prior to and during felling operations.

Units 02, 05-08, 12, 14-16, 18-21, 26-29, 39, 41-43, 47-50

- Thin and pile live and dead ponderosa pine from 2 feet tall to 9" DBH to 65-90 feet spacing (avg. 75-80 feet), leaving 5-10 trees per acre (TPA) of straight form, full crown trees less than 9" DBH (space only off ponderosa pine less than 9" DBH; see Activity Slash section for piling specifications).
- Fort Valley Station:
 - All activity slash created in Units 49-50 shall be moved outside the boundary for those units and piled in Unit 48. Suspend logs off the ground where possible to avoid ground disturbance. Tree tops may be dragged on the ground until it starts to show signs of disturbance.
 - All activity slash created in the northeast corner of Unit 2 shall be moved outside the boundary for the Fort Valley Station and piled in the rest of the unit. Suspend logs off the ground where possible to avoid ground disturbance. Tree tops may be dragged on the ground until it starts to show signs of disturbance.
- Cut stumps as low as possible (height shall not exceed 6") and ensure cut surface is flat (<30° angle).
- Directionally fell trees away from roads and trails and immediately remove all material from roads and trails.
- Ensure adequate traffic control on all roads prior to and during felling operations.

Units 23-24, 38

- Thin and pile live and dead ponderosa pine from 2 feet tall to 9" DBH to 60-80 feet spacing (avg. 65-70 feet), leaving 5-15 TPA of straight form, full crown trees less than 9" DBH (space only off ponderosa pine less than 9" DBH; see Activity Slash section for piling specifications).
- Mistletoe pruning shall occur in Unit 23:
 - Prune and pile any dwarf mistletoe-infected branches with twigs or needles that touch the ground, or infected branches that emerge from the bole at or below 6 feet in height.
- Cut stumps as low as possible (height shall not exceed 6") and ensure cut surface is flat (<30° angle).
- Directionally fell trees away from roads and trails and immediately remove all material from roads and trails.
- Ensure adequate traffic control on all roads prior to and during felling operations.

Units 37, 51, 54-55

- Thin and pile live and dead ponderosa pine from 2 feet tall to 6" DBH to 60-80 feet spacing (avg. 65-70 feet), leaving 5-15 TPA of straight form, full crown trees less than 6" DBH (space only off ponderosa pine less than 6" DBH; see Activity Slash section for piling specifications).
- Thin and pile live and dead ponderosa pine from 6-9" DBH within 5 feet of any residual tree, retaining the straightest form, full crown trees 6-9" DBH (space off any residual tree; see Activity Slash section for piling specifications).
- Mistletoe pruning shall occur in Unit 51:
 - Prune and pile any dwarf mistletoe-infected branches with twigs or needles that touch the ground, or infected branches that emerge from the bole at or below 6 feet in height.
- Cut stumps as low as possible (height shall not exceed 6") and ensure cut surface is flat (<30° angle).

- Directionally fell trees away from roads and trails and immediately remove all material from roads and trails.
- Ensure adequate traffic control on all roads prior to and during felling operations.

Units 11, 17, 30-33, 40, 52-53, 56-60

- Thin and pile live and dead ponderosa pine from 2 feet tall to 6" DBH to 60-80 feet spacing (avg. 65-70 feet), leaving 5-15 TPA of straight form, full crown trees less than 6" DBH (space only off ponderosa pine less than 6" DBH; see Activity Slash section for piling specifications).
- Cut stumps as low as possible (height shall not exceed 6") and ensure cut surface is flat (<30° angle).
- Directionally fell trees away from roads and trails and immediately remove all material from roads and trails.
- Ensure adequate traffic control on all roads prior to and during felling operations.

Units 03-04, 34-36, 44-46

- Retain any live conifers that are marked with orange dots or located within small red flagged deferrals (these trees are part of a sapling experiment; supersedes guidelines below).
- Live and dead ponderosa pine from 9" DBH down to 6" height will be masticated to the specifications below.
- All trees less than 9" DBH within 20 feet of the boles of trees larger than 9" DBH will be masticated.
- Trees greater than 20 feet from the boles of trees larger than 9" DBH will be thinned, with the density of trees less than 9" DBH averaging 10 TPA (can vary from 5-15 TPA to select the largest, best-formed tree). Where mastication would cause damage to the selected leave tree, leave trees may also be left in small clumps of 2-3 trees.
- Areas that cannot be reached with the masticator shall be hand-felled, lopped and scattered to <18" in height (this is expected to be incidental, in occasional rocky areas).
- Areas where masticating trees 6-9" DBH would result in chip depths greater than what is outlined below shall be hand-felled and piled (this is expected to be incidental, in occasional dense areas).
- Chip depth shall never exceed 4" and shall be less than 2" across at least 95% of the project area. Individual chip piece size shall not exceed 2" diameter or 4 feet long.
- Chips shall promptly be removed from established roads and trails (i.e., through raking).
- Stump height shall not exceed 6".
- Mastication shall only occur when the ground within the unit contains $\leq 3"$ of snow.

Activity Slash

- Pile all activity slash, including tops, limbs, and tree boles either by hand or with a skid steer.
- In larger openings (see below), pile size shall range from 12-15' high, 15-20' wide, and 20-30' long. Absolute minimum pile size shall be 10' high, 10' wide, and 15' long. Piles shall be built and compacted by distributing limbs, tops, and boles so there are very few air spaces. Smaller material shall generally be concentrated towards the bottom and center of the pile. Larger boles shall be distributed throughout the pile or leaning tightly against the outside of the pile.
- Piles shall be located at least 5' outside the dripline of live standing trees and in larger openings (>30' wide) where available. Piles shall not be constructed within 10' of the dripline of yellow pines, other live conifers >30" DBH, aspen clumps, or snags >18" DBH. Piles shall only be located in areas where these clearances can be met, and the minimum pile size can still be achieved. If no location can be found to

meet the minimum specs, then up to two trees 9-12" DBH per pile may be cut for operational purposes. Piles shall not be constructed within 150' of the road edge for HWY 180, Snowbowl Rd. (FR 516), and Flagstaff Ranch Rd. (FR 667); or within 50' of the road edge for all other roads. Piles shall not be constructed within 100' of private land, within 66' of established trails, or within 10' of any other improvement (fences, signs, land survey monuments), power line or experimental marker.

- Individual pieces of slash shall protrude no more than 3 feet from the piles, and such protrusions are not included in the minimum pile size measurement.
- Do not construct piles on top of downed logs >12" diameter and ensure a log/slash free buffer for 2 feet around each pile.

DEFINITIONS

- **Activity slash** – boles, tops, and limbs laying on the ground as a result of current thinning work
- **DBH** - diameter at breast height (4.5 feet above the ground)
- **Dripline** – area located directly below the edge of a tree crown
- **Yellow pine** – ponderosa pine greater than ~150 years old, identified by bark ranging from reddish brown, shading to black in the top with moderately large plates between fissures to reddish brown to yellow, with very wide, long, smooth plates
- **Experimental markers** – can consist of rebar, T-posts, wooden/metal stakes, and other ground markers that designate a scientific experiment

FVEF Restoration Treatments w/ Resource Concerns

Legend

Designation - Rx

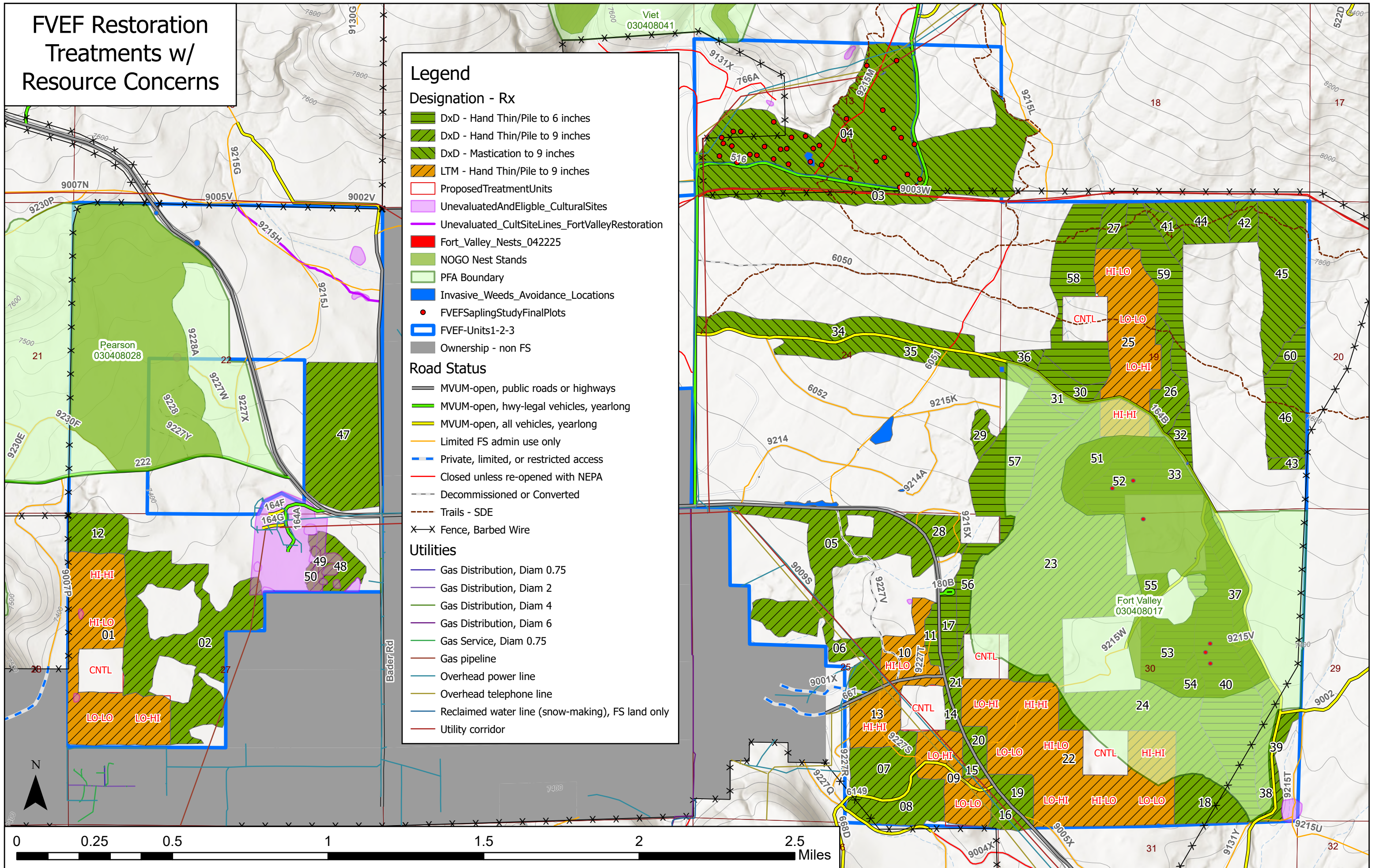
- DxD - Hand Thin/Pile to 6 inches
- DxD - Hand Thin/Pile to 9 inches
- DxD - Mastication to 9 inches
- LTM - Hand Thin/Pile to 9 inches
- Proposed Treatment Units
- UnevaluatedAndEligible_CulturalSites
- Unevaluated_CultSiteLines_FortValleyRestoration
- Fort_Valley_Nests_042225
- NOGO Nest Stands
- PFA Boundary
- Invasive_Weeds_Avoidance_Locations
- FVEFSaplingStudyFinalPlots
- FVEF-Units1-2-3
- Ownership - non FS

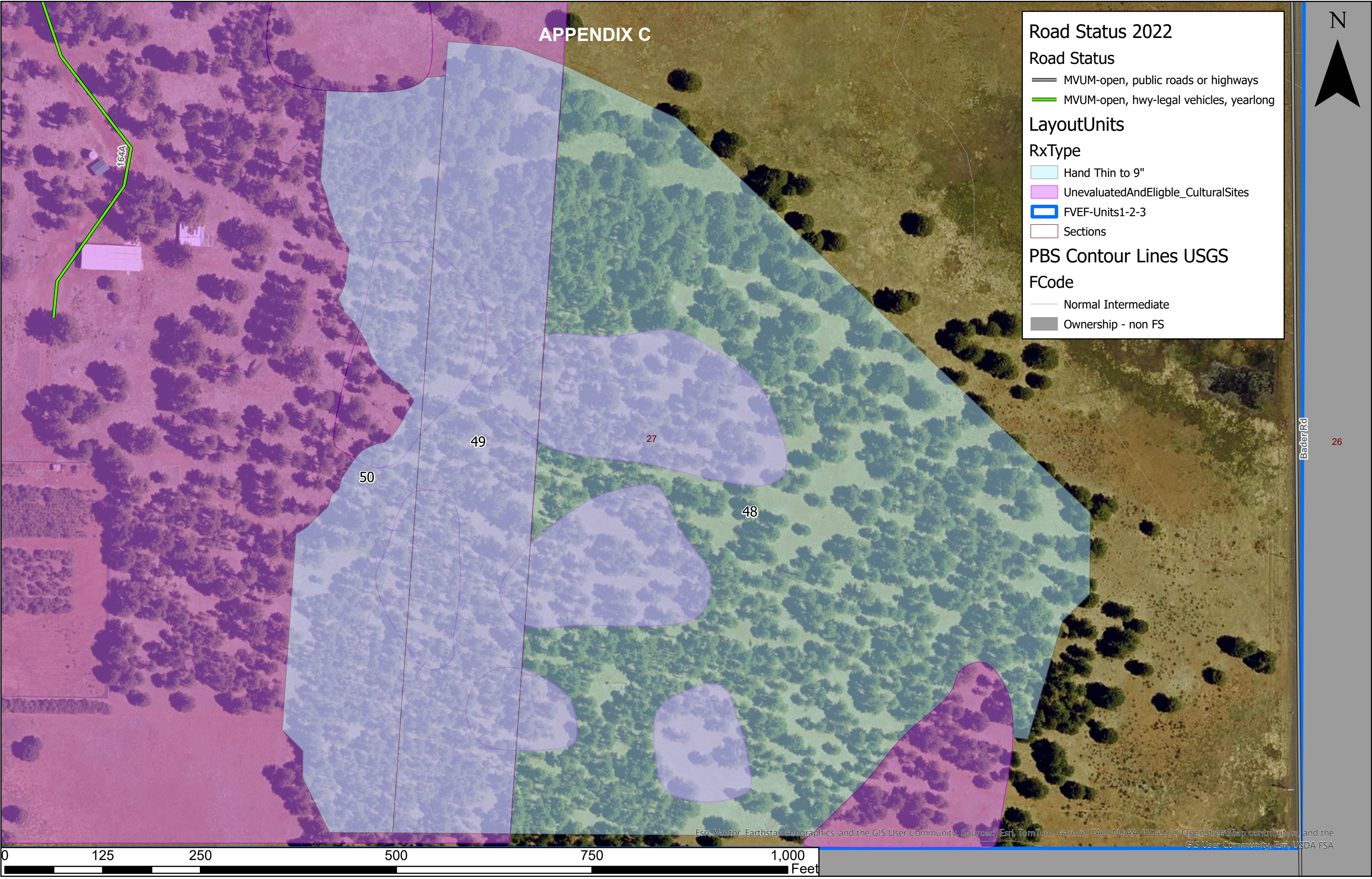
Road Status

- MVUM-open, public roads or highways
- MVUM-open, hwy-legal vehicles, yearlong
- MVUM-open, all vehicles, yearlong
- Limited FS admin use only
- Private, limited, or restricted access
- Closed unless re-opened with NEPA
- Decommissioned or Converted
- Trails - SDE
- Fence, Barbed Wire

Utilities

- Gas Distribution, Diam 0.75
- Gas Distribution, Diam 2
- Gas Distribution, Diam 4
- Gas Distribution, Diam 6
- Gas Service, Diam 0.75
- Gas pipeline
- Overhead power line
- Overhead telephone line
- Reclaimed water line (snow-making), FS land only
- Utility corridor





APPENDIX D INDUSTRIAL FIRE PLAN

PURPOSE

When operating on National Forest Lands, it is incumbent on the Contractor to know the current Industrial Fire Plan and to take the appropriate actions to meet the mitigation measures in these guidelines. In addition, it is also incumbent on the Contractor to inform any and all of their subordinates (subcontractors, etc.) of these precautions and to ensure that all requirements are being met.

The Contractor shall be responsible for the cost of suppressing all fires caused by their operation, and for all damage to any property of the United States Department of Agriculture Forest Service (USDA FS) or third parties. The USDA FS reserves the right to participate in extinguishing any fires caused by the Contractor's operations and the Contractor shall reimburse the USDA FS for the cost of all suppression activities ordered or directed by the USDA FS.

GENERAL FIRE PRECAUTIONARY MEASURES

COMMUNICATIONS

Contractor shall ensure a serviceable telephone, radio-telephone or radio communication system is available to provide prompt and reliable communications between the Contractor's operations and the Forest Service in the event of a wildland fire ignition. To report a fire on the Coconino National Forest, contact the Flagstaff Dispatch Center at 928-526-0600.

FIRE TOOLS

Contractors shall furnish and maintain, in good working order, fire tools to be used only for suppressing wildland fires. Each operation shall provide one firefighting tool per person to equip all personnel engaged in Contractor's operations. Approved firefighting tools may include the following: Pulaski, McLeod tool, long-handled shovel, combination tool, fire rake, or bladder bag.

FIRE TOOLS ON EQUIPMENT

Passenger carrying vehicles, including light pickup trucks and all-terrain vehicles, shall be equipped with one (1) long-handled round-pointed shovel and one (1) ABC dry chemical fire extinguisher not less than 2 ½ pounds capacity. Each internal combustion fuel-carrying piece of equipment (dumptruck, dozer, excavator, backhoe, etc.) shall be equipped with one long-handled round-pointed shovel, and one 5-pound capacity ABC dry chemical fire extinguisher. Shovels and fire extinguishers shall be mounted where they can be readily reached from the ground.

SPARK ARRESTERS AND MUFFLERS

Contractor will ensure that each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard (Spark Arrester Guide) 5100-1a or the latest revision of Society of Automotive Engineers "medium size engine, SAE recommended practice J350" unless it is:

- (a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.
- (b) All internal combustion engines shall be equipped with an approved spark arrester/muffler containing a 0.023 inch mesh screen in good condition.

- (c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler and an exhaust system in good working condition.
- (d) A heavy duty truck, such as a dump truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

POWERED HANDTOOLS (POWERSAWS)

During periods of use, each powered handtool (powersaw) operator shall have readily available for use, one long- handled round-pointed shovel and one chemical-pressurized ABC dry chemical fire extinguisher of not less than 8-ounce capacity by weight. Muffler, extinguisher, and shovel shall be maintained in good working order at all times. Fueling or refueling of a powered handtool (powersaw) shall be done in an area which has been completely cleared of material which will carry fire. Powered handtools (powersaws) shall be moved at least 10 feet from the place of fueling or refueling before starting.

GAS AND OIL STORAGE AND SERVICE AREAS

The location of equipment service areas and gas and oil storage areas shall be approved in writing by the permit administrator. All areas shall be cleared of brush, litter, grass or other flammable debris for a radius of 50 feet.

SMOKING, LUNCH, AND WARMING FIRE RESTRICTIONS

Contractor shall prohibit smoking and building of camp and lunch fires by persons engaged in Contractor's operations, except at established camps or in areas that the Forest Service may designate. Smoking may be permitted at these designated areas only after all flammable material has been cleared to mineral soil. All fires and smoking materials shall be completely extinguished at end of lunch or smoking period.

BURNING OF REFUSE

No slash or other debris, such as that resulting from clearing on right-of-way, shall be burned without the written consent of the Forest Service.

WELDING

An area of sufficient size but not less than a 10 foot radius shall be cleared down to mineral soil before welding operations are started. Prior to welding, authorized user shall have available a round-pointed long-handled shovel, at least 5-gallons of water, and a 5-pound fire ABC dry chemical extinguisher at each welding site. A fire guard must remain on the welding site for a minimum of one hour after welding operations have concluded.

EMERGENCY FIRE PRECAUTION SCHEDULE	
FIRE RESTRICTION/CLOSURE "STAGE"	
"STAGED" RESTRICTION LEVELS	INDUSTRIAL FIRE RECAUTION PLAN
NO RESTRICTIONS	A
STAGE I	B
STAGE II	C
STAGE III (PARTIAL FOREST CLOSURE) **	C or D
STAGE IV (TOTAL FOREST CLOSURE)	D
RED FLAG WARNING (Issued by National Weather Service)	D

**** Partial Forest Closure:**

Project areas which are outside the boundaries of the partial forest closure may continue to operate under Industrial Fire Plan “C” operating criteria as agreed upon between the Contracting Officer and Contractor in writing.

Project areas within the boundaries of the proclaimed partial forest closure area are to operate under Industrial Fire Plan “D”.

Staged restriction levels are determined by the appropriate Forest Line Officer in consultation with the Forest Fire Management Officer and Contracting Officer. The appropriate Forest Line Officer and / or Contracting Officer may adjust the predicted Industrial Fire Plan for local weather conditions within a Project Area. Changes in the predicted Industrial Fire Plan shall be agreed to in writing.

EMERGENCY FIRE PRECAUTION SCHEDULE DESCRIPTION

Contractor will restrict operations in accordance with the attached Emergency Fire Precaution Schedule and/or other precautions set forth by the individual forest:

A - Normal Fire Precautions - No fire guard required except for welding operations.

B - Normal Fire Precautions – Contractor will provide fire guard.

C - Power equipment use, including welding operations as well as power saws and mechanical fellers (except for mechanical fellers equipped with hydraulic shears), will shut down from 9:00 am until 8:00 pm Mountain Standard Time (MST) (or 10:00 am until 9:00 pm Mountain Daylight Time [MDT]). All machine treatment of slash and mechanical equipment used for shearing, bunching, de-limbing, or skidding will be shut down from 12:00 noon until 8:00 pm MST (or 1:00 pm until 9:00 pm MDT). No smoking, warming, or cooking fires are permitted at any time. Contractor will provide fire guard.

D - Shutdown all operations (including welding) unless an exemption is granted by the Contracting Officer. Contractor will provide fire guard.

FIRE GUARDS

To prevent, detect, and suppress wildland fire, the Contractor shall provide a fire guard at each operating area where power-driven equipment and tools have operated during the day. The fire guards shall constantly perform their duties during operating hours and for three (3) hours after the work stops for the day, when the Fire Precaution Plan is Plan “B”, “C”, or “D”.

A fire guard on one operating area shall satisfy the requirements on adjacent areas if the travel time with available transportation does not exceed (10) minutes to any of the other areas requiring such service and provided the fire guard patrols all areas where the Contractor’s activities occurred.

Each fire guard shall be vigilant, able and prepared to take actions to prevent, detect, and report any wildland fires and to promptly and efficiently take suppression action with available required firefighting equipment and personnel on any wildland fire that starts on project area. Each fire guard shall be equipped with a vehicle and a fire tool cache consisting of a cache box with a complement of fire tools (see section Fire Tools) maintained in serviceable condition. The fire guard will also carry at least 25 gallons of water for firefighting purposes.

RED FLAG WARNING

A Red Flag Warning is issued when a combination of dry fuels and weather conditions could lead to extreme fire danger. The National Weather Service (NWS) issues Red Flag Warnings to alert land management agencies about the onset, or possible onset, of critical weather and fuel moisture conditions in the next 24 hours that could lead to rapid or dramatic increases in wildfire activity.

When a Red Flag Warning is issued by the National Weather Service, all Contractor operations will adhere to Industrial Fire Precaution Plan “**D**” and will shut down operations (unless an exemption is granted by Contracting Officer) until the Red Flag Warning is rescinded.

Appendix E

Flowdown Provisions

NFF Funding Code: 1596169

NFF Funding Name: SA Island Hopping FR Fuels Reduction

Funder Agreement ID: 26-SA-11030400-128

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.