SOLICITATION DETAILS AND REQUIREMENTS

SCOPE OF CONTRACT

The purpose of this project is for the construction, removal, reconstruction/replacement of fire damaged or destroyed range fences and aspen fence exclosures. Fences will be built to Forest Service specifications (see "Technical Specifications" below). The contractor will be responsible for transporting all the necessary material to the project site and disposal of all surplus pieces of metal, flagging, other construction debris and related refuse.

The contract includes item-specific performance sequences. Each fence shall be built and finished according to the designated sequence as organized within the schedule of items by priority.

The work includes but is not limited to the following:

- Providing new fencing materials
- Removal/Disposal of damaged or unusable fence
- Construction of 3 and 4 strand barbed wire fence
- Clearing of fence-line Right of Way (ROW)
- Construction of Buck and Pole fencing

PROJECT LOCATON

The project is located within the Wallowa Whitman National Forest. See attached maps for additional location information.

Listed below are the directions per locations as follows:

Town Gulch Fire Fences and Aspen Exclosures Access

To Richland –
From exit 302 on Interstate 84 (Baker City north end) travel east on highway 86 for approximately 39 miles before arriving in Richland Oregon.

West access –
From Richland on highway 86 head west .4 miles, turn right on New Bridge Road. Drive approximately 5.4 miles, slightly right onto Eagle Creek rd. Eagle Creek road becomes NFS road 7735. Travel approximately 6.1 miles to cattle guard at west edge of fence section 3.

East access –
From Richland: Head east on Highway 86 for approximately 7 miles. Turn north on NFS road 77. Drive approximately 5.7 miles to cattle guard in roadway separating fence section 2 and 5.

Durkee Fire Fence Access:
From Baker City head south on Highway 7, 9.2 miles to Highway 245 junction. Travel South on Highway 245 for 8.1 miles. Turn East on NFS road 1115 for 7.4 miles.

Note: Most work areas may be reached by a standard two-wheel or four-wheel drive pickup during normal operating seasons. Some areas, however, may require alternate off-road capable vehicles such as ATVs, UTVs, stock or foot travel. No vehicles shall be permitted to operate off roads or cross-country without approval of the Contracting Officer or designated representative. (Heavy equipment will not be used in performance of this contract)

Inaccessibility due to snow, fallen trees, road conditions, slides or washouts on roads occur. If road is not accessible, Contractor shall notify the Government immediately. The Government may under FAR 52.243-4 Changes (1) provide an alternate access route; (2) delete the inaccessible unit(s) or (3) negotiate a cost adjustment for change differing site condition.

Where roads have recently been thawed, very wet or saturated due to runoff or unseasonable weather conditions, road conditions may dictate the need to delay use of some road segments in order to ensure no damage to the road, drainage structures or the adjacent environment.

The Contractor(s) may prepare applications for entry on cooperative road closures (green dot), or other road closures (USDA Forest Service Road Entry Permit) that are available through the appropriate Ranger District office, prior to entry to closed roads. Approval of the use of closed roads in the project(s) area will be determined on a case-by-case basis by the District Ranger. Permit applications will be provided to awardee.

MAGNITUDE OF CONSTRUCTION PROJECT

The aggregate magnitude of construction for all Items is between $500,000 to $850,000

TECHNICAL SPECIFICATIONS

The following specifications will be incorporated into the awarded contact:

- Interagency Fences Specifications
- Wildlife Friendly Fence Guide
- Statement of Work

INSPECTION AND ACCEPTANCE

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the completed work performed under this contract.

(b) Inspection and acceptance will be performed at the project locations.

INSPECTION AND TESTING PERFORMED BY GOVERNMENT

The Government will perform inspections of work in progress where these responsibilities are not expressly assigned to the Contractor by the Forest Service specifications or by the Supplemental Specifications. Inspection for acceptance of work will be accomplished by visual inspection and will be based on adherence to the specifications. In the event visual inspection finds less than satisfactory work is being performed, re-work will be required at no additional cost to the Government. Areas not adhering to specifications will be flagged, identified to the contractor, and documented in the daily diary.

COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to commence work under this contract within *14 calendar days* after the date the Contractor receives the notice to proceed, prosecute the work diligently, and complete the entire work ready for use not later than *1 October 2027* the time stated for completion shall include final cleanup of the premises.

Estimated Start Date is on or before: *3 August 2026*

NOTE: While the project allows for an extended period of performance, the intent is for the contractor to start work upon receipt of a notice to proceed and, weather permitting, work continuously towards project completion. As required by FAR 52.236-15, the contractor shall submit a schedule demonstrating completion of work within the period of performance and will be held to this schedule during performance. The contractor should be prepared to initiate work and complete tasks according to the sequence outlined in the schedule of

items, which is organized by the anticipated order of completion.

SITE VISIT

1. No formal site visit is planned. See attached project maps for Project Locations.
2. Contractors are encouraged to visit each location prior to providing offer.
3. The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.

POST AWARD CONFERENCE

A post award conference with the successful offeror is required. It will be scheduled and held within approximately *fifteen (15)* business days after the date of contract award. The conference will be held online through Microsoft Teams.

POTENTIAL SAFETY HAZARDS

(a) Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation or conclusion drawn from the data or information by the Contractor. This list shall not be deemed to be all-inclusive. The Contractor shall bear the sole responsibility for taking all appropriate actions necessary to prevent accidents and injuries to individuals at the worksite.

(b) The following checked activities have been identified by the Government as potential safety hazards.

[X] Tree falling
[X] Heavy equipment operation
[X] Fire hazards
[X] Hydraulic and/or pneumatic and/or other high-pressure hazards
[X] Mechanical hazards such as pulleys, springs, etc.
[X] Other: Chainsaws; Fuel for equipment; Barbed Wire

SPECIAL EQUIPMENT CLEANING REQUIREMENTS

All equipment moved to the job site shall be cleaned of weeds and their seeds prior to each entrance onto the National Forest lands. Cleaning shall consist of the removal of all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. This may require the use of a pressure hose. Equipment shall be made available for visual inspection by the Forest Service prior to entering Forest Service lands. The Contractor shall advise of a proposed date for mobilization.

Inspections will take place at mutually agreeable enroute locations in advance of entry onto National Forest lands.

Special care shall be taken to ensure removal of the following Oregon listed noxious weeds and their seeds to include:

Black henbane (Hyoscyamnus niger)
Myrtle spurge (Euphorbia myrsinites)
Yellow flag iris (Iris pseudacorus)
Diffuse knapweed (Centaurea diffusa)
Leafy spurge (Euphorbia esula)
Musk thistle (Carduus nutans)
Scotch thistle (Onopordum acanthium)
Sulphur cinquefoil (Potentilla recta)
Bull thistle (Cirsium vulgare)
Mediterranean sage (Salvia aethiopis)
Russian knapweed (Acroptilon repens)
Yellow star-thistle (Centaurea solstitialis)
Houndstongue (Cynoglossum officinale)
Meadow knapweed (Centaurea jacea)
Perennial pepperweed (Lepidium latifolium)
Spotted knapweed (Centaurea stoebe ssp. Micranthos)
Whitetop (Cardaria (Lepidium) draba)
Canada thistle (Cirsium arvense)

Dalmation toadflax (Linaria dalmatica) Yellow toadflax (Linaria vulgare)
Common St. Johnswort (Hypericum perforatum) Squarrose knapweed (Centaurea virgata ssp. Squarrosa)
Lenspot whitetop (Cardaria (Lepidium) chalapensis

The Contractor shall take special care under this contract to prevent contamination of water at the work sites with any petroleum residues from mechanical equipment operations. This shall include daily inspection and cleaning as appropriate.

PHYSICAL DATA

Data and information furnished or referred to below are for the Contractor's information. The Government shall not be responsible for any interpretation of, or conclusion drawn from the data or information by the Contractor.

The indications of physical conditions on the drawings and in the specifications are the result of surveys and site investigations by FS Personnel. Weather conditions are available at www.noaa.gov.

Normal Work Season: June 1st through October 31st.
Normal Fire Season: June 1st through October 31st.

Camping/Storage Site: Before any camp or storage is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer/Contracting Officer Representative. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.

Sanitary Facilities: Sanitary facilities are not available for use during construction. The Contractor shall (1) provide and maintain sanitation facilities for the work force at the site and (2) dispose of solid waste in accordance with applicable Federal, State, and Local regulations. Potable and non-potable water is not available for use during construction.

Utilities: Electricity is not available on site.

Trash and Refuse: Contractor shall remove all of his own trash and refuse from the contract areas.

USE OF ROADS BY CONTRACTOR

The contractor is responsible for all travel, mobilization to and from the project work areas.

The Contractor is authorized to use roads that are a part of the project and those Forest Service roads designated below for performance of work under this contract.

If the Contractor requests use of a National Forest Road or segment not designated for his use, the Forest Service may authorize such use if not in conflict with the current Road Rules document. Authorization to use such additional roads may include maintenance requirements and use limitations.

The roads authorized for use will be subject to the following provisions:

The Road Rules in the current Wallowa-Whitman National Forest Road Rules Document are applicable to all commercial road users. This document is available for inspection at the office of the Forest Supervisor and shall be applicable except when modified by provisions of the contract.

Wallowa-Whitman NF Road Use Rules: Available online at following address:
http://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb5420174.pdf

State laws governing traffic rules and equipment requirements on State and County highways.

Federal regulations are contained in 36 CFR 261.12. These regulations prohibit use of vehicles or equipment in excess of State legal highway loads or posted limits without valid State and Forest Service overload permits, damaging a road while using it, and blocking a road open to use by others, except as may be otherwise provided in the contract.

Load Limits - All vehicles and equipment shall not exceed State legal highway loads and widths or posted limits without valid State and Forest Service overload, over-width permits. Forest Service overload permits for this project may be obtained from the District Ranger.

Federal Regulations contained in 36 CFR 261.54 as applied to the area by an order issued under 36 CFR 261.50. These regulations authorized the Forest Service, as a sovereign act, to issue additional restrictions or closures at any time conditions warrant. Such closures will be in addition to those shown in the current Road Rules Document and will be posted on the road.

ARCHAEOLOGICAL OR HISTORIC SITES

If a previously unidentified archaeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer/Contracting Officer Representative. immediately.

CONTROL OF EROSION, SEDIMENTATION, AND POLLUTION

(a) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).

(b) Pollutants such as fuels, lubricants, bitumen, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

(c) Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

LANDSCAPE PRESERVATION

The Contractor shall not remove, deface, injure, or destroy trees, shrubs, lawn, or natural features not designated for treatment. The Contractor shall confine operations to within the clearing limits or other areas designated in the contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the Contracting Officer.

(a) Prevention of Oil Spills. If the Contractor maintains storage facilities for oil or oil products on site, appropriate preventive measures shall be taken to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual states. If a spill of petroleum product should occur in water, the Contractor shall take immediate action to clean up or contain the spill and immediately notify:

1) The COR and Contracting Officer

2) Oregon Emergency Response System (1-800-452-0311 or 1-503-378-4124) AND

3)The National Response Center (1-800-424-8802)

Oil absorbing mats are required under all stationary equipment, or equipment being serviced while on Government land to prevent leaking or spilled petroleum base products from contaminating soil and water resources. Such material will be furnished by Contactor and approved by Contracting Officer. Equipment shall

be furnished on a fully operational basis, of modern design and in good operating condition with no fuel or oil leaks. Repairs and move-in/move-out are the Contractor's responsibility. All equipment shall be power-washed and shall be clean prior to entering Government Land.

(b) No objectionable material (i.e. gasoline, oil and hydraulic fluids) shall be allowed to enter any stream, river, lake, or other body of water. Material which falls in these areas shall be retrieved and disposed of or incorporated in the work as directed by the Contracting Officer, and damage to vegetation or structures outside the project limits shall be repaired as directed by the Contracting Officer.

(c) The Contractor shall not operate equipment or otherwise disturb the natural vegetation and soil beyond the fence ROW.

(d) The Contractor will make every reasonable attempt to preserve the scenic and natural environment along this construction project.

FINAL CLEANUP

Contractor shall remove and dispose of all its own trash and refuse from the contract area. Material to be removed includes, but is not limited to camp refuse such as tin cans, aluminum foil, glass, paper, garbage, used engine oil, oil filters, oil cans, grease cartridges, etc. The Contractor shall also remove and dispose of upon completion of the fence construction, all stakes, flagging, and similar debris within the project area. This Cleanup is a subsidiary item for which no special payment will be made. If a forest has a food storage order in place for bears, the contractor will comply with that order. All debris shall be disposed of off National Forest Land and in accordance with State and Local disposal requirements.

PAYMENT FOR MATERIALS DELIVERED OFF THE SITE

As provided in AGAR 452.232-71, Progress Payments for Commercial Construction Contracts, material acquired for incorporation into the project, and stored off site by the Contractor, may, at the option of the Contracting Officer, be included in progress payments. Prior to payment, such material will be subject to Government inspection and must be stored separately from other materials, and be identified as, "PROPERTY OF THE UNITED STATES, Project Name and Contract Number." In addition, the Contractor shall furnish the Government with a right of ingress and egress to the property together with right of removal.

RETURN OF PERFORMANCE AND PAYMENT BONDS

Performance and payment security furnished under this contract must be retained by the Government for a minimum of one year after acceptance of all work under the contract. Performance and payment security other than corporate or individual surety bonds will be returned to the Contractor one year after completion of work if no claims against these bonds have been filed at that time.