

GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

**Description**

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Part 12. This announcement constitutes the only solicitation; quotes are being requested, and a separate written solicitation will not be issued.

Solicitation number **1240LT26Q0016** is issued as a Request for Quotation (RFQ) for This project is comprised of removing and replacing multiple barbed wire and wooden post and rail fences at campgrounds and lakes on the Manti La Sal Nation Forest.

This acquisition is set-aside for small business concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at [www.acquisition.gov](http://www.acquisition.gov).

The applicable North American Industry Classification Standard Code is 238990. The small business size standard is 5660 FENCING, FENCES, GATES AND COMPONENTS. This acquisition is a Total Small Business Set-Aside. All responsible sources may submit a quotation which will be considered by the agency.

**Statement of Requirement**

See attachment 2. Statement of Work for the project description and associated information.

See attachment 3. SOI\_GAOA South Zone Fence Replacement for the schedule of items to provide a quote.

**Definitization of Equitable Adjustments for Change Orders** - Pursuant to [FAR 36.211\(b\)](#), information regarding USDA's definitization of equitable adjustments for change orders under construction contracts may be found at [Contracting with USDA | USDA](#). USDA's procedures that apply to the definitization of equitable adjustment for change orders under construction contracts may be found in the USDA Contracting Desk Book, located at [Policies & Regulations | USDA](#) under Parts 436 and 443.

**Technical Data** - Technical data and supporting documentation associated with this solicitation are available through the following sources:

1. Solicitation Attachments

The following documents are included as attachments to this solicitation and can be accessed via the "Attachments/Links" section of the posting.

0. Quote -Checklist
1. Solicitation Terms and Conditions (This Document)
2. Statement of Work
3. SOI\_GAOA South Zone Fence Replacement
4. Experience Questionnaire
5. Drawings
6. Specifications

GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

7. Fence Diagram
  8. Wood Rail Diagram
  9. Davis-Bacon Act WD UT20260017 - Grand Co
  10. Davis-Bacon Act WD UT20260022 - San Juan Co
  11. Davis-Bacon Act WD UT20260027 - Sanpete Co
  12. Davis-Bacon Act WD UT20260017 - Emery Co
  13. Davis-Bacon Act WD CO20260003 - Montrose Co
  14. Site Pictures
  15. BarNone Fence Bracing Example
2. Additional location data in the form of a KMZ file is available upon email request. SAM.gov does not allow KMZ files to be uploaded as attachments. Please email [tony.taylor@usda.gov](mailto:tony.taylor@usda.gov) with a request for the location file.

16. South Zone Fence Project Coordinates.kmz

Quoters must ensure they have the appropriate access credentials, if required, and are encouraged to review all materials prior to quote submission.

**Federal Acquisition Regulation (FAR) and United States Department of Aquiculture Acquisition Regulation (AGAR) Clauses and Provisions**

The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in accordance with (IAW) FAR 12.201-1(b)(2) constitutes acceptance of all terms and conditions contained herein.

As part of the Revolutionary FAR Overhaul (RFO), system updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from quoters based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

**52.252-2      Clauses Incorporated by Reference      Feb 1998**

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of the clause may be accessed electronically at Internet address <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52>

**52.212-4      Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)**

This is a commercial construction acquisition. FAR 52.212-4 is amended as follows:

(b) *Inspection/Acceptance.* Inspection and Acceptance will be conducted in accordance with FAR 52.246-12, Inspection of Construction (Aug 1996).

GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

(d) *Changes*. Changes will be handled in accordance with the following FAR clause(s):

☒ FAR 52.243-4, Changes (Nov 2025)

(x) FAR 52.246-21, Warranty of Construction is applicable to this contract.

|           |                                                                                               |
|-----------|-----------------------------------------------------------------------------------------------|
| 52.203-17 | Contractor Employee Whistleblower Rights (Nov 2023)                                           |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) |
| 52.222-50 | Combating Trafficking in Persons (Nov 2025)                                                   |
| 52.226-8  | Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)                |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)                    |
| 52.233-3  | Protest After Award (Sep 2025)                                                                |
| 52.233-4  | Applicable Law for Breach of Contract Claim (Sep 2025)                                        |
| 52.240-91 | Security Prohibitions and Exclusions (Nov 2025)                                               |
| 52.244-6  | Subcontracts for Commercial Products and Commercial Services (Nov 2025)                       |

**The following clauses are applicable if checked:**

- ☒ 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
- ☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
- ☒ 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
- ☒ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
- ☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
- ☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
- ☒ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
- ☒ 52.219-14 Limitations on Subcontracting (Nov 2025)
- ☒ 52.222-3 Convict Labor (June 2003)
- ☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
- ☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
- ☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
- ☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
- ☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
- ☒ 52.222-54 Employment Eligibility Verification (Nov 2025)
- ☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
- ☒ 52.223-23 Sustainable Products and Services
- ☒ 52.225-1 Buy American-Supplies (Nov 2025)
- ☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
- ☒ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (No 2025)

GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

**The Contractor shall comply with the following FAR Clauses for Commercial Construction.**

|           |                                                                              |
|-----------|------------------------------------------------------------------------------|
| 52.222-6  | Construction Wage Rate Requirements                                          |
| 52.222-7  | Withholding of Funds                                                         |
| 52.222-8  | Payrolls and Basic Records                                                   |
| 52.222-9  | Apprentices and Trainees                                                     |
| 52.222-10 | Compliance with Copeland Act Requirements                                    |
| 52.222-11 | Subcontracts (Labor Standards)                                               |
| 52.222-12 | Contract Termination-Debarment                                               |
| 52.222-13 | Compliance with Construction Wage Rate Requirements and Related Regulations. |
| 52.222-14 | Disputes Concerning Labor Standards                                          |
| 52.222-15 | Certificate of Eligibility                                                   |
| 52.236-5  | Material and Workmanship                                                     |

The following clauses are applicable when checked:

- ☒ 52.222-30 Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Pricing Method (Aug 2018))
- ☒ 52.222-55 Minimum Wages for Construction Workers under Executive Order 14026 (Nov 2025)
- ☒ 52.228-2 Additional Bond Security (Oct 1997)
- ☒ 52.228-5 Insurance-Work on Government Installation (Jan 1997)
- ☒ 52.228-11 Individual Surety-Pledge of Assets (Feb 2021)
- ☒ 52.228-14 Irrevocable Letter of Credit (Nov 2014)
- ☒ 52.228-15 Performance and Payment Bonds-Construction (Jun 2020)
- ☒ 52.228-17 Individual Surety-Pledge of Assets (Bid Guarantee) (Feb 2021)
- ☒ 52.236-2 Differing Site Conditions (Jul 2025)
- ☒ 52.236-3 Site Investigation and Conditions Affecting the Work (Jul 2025)
- ☒ 52.236-6 Superintendent by the Contractor (Jul 2025)
- ☒ 52.236-7 Permits and Responsibilities (Jul 2025)
- ☒ 52.236-8 Other Contracts (Jul 2025)
- ☒ 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Jul 2025)
- ☒ 52.336-10 Operations and Storage Areas (Jul 2025)
- ☒ 52.236-11 Use and Possession Prior to Completion (Jul 2025)
- ☒ 52.236-12 Cleaning Up (Jul 2025)
- ☒ 52.236-13 Accident Prevention (Jul 2025)
  - ☒ Alternate I (Nov 1991) of 52.236-13
- ☒ 52.236-15 Schedules for Construction Contracts (Jul 2025)
- ☒ 52.236-17 Layout of Work (Jul 2025)
- ☒ 52.236-21 Specifications and Drawings for Construction (Jul 2025)
- ☒ 52.242-14 Suspension of Work (Apr 1984)
- ☒ 52.248-3 Value Engineering (Oct 2025)

**The Contractor shall comply with the following FAR Clauses for Commercial Services.**

- ☒ 52.222-41 Service Contract Labor Standards (Aug 2018)
- ☒ 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

**52.225-9 Buy American-Construction Materials**

As prescribed in 25.602(a), insert the following clause:

Buy American-Construction Materials (DEVIATION DATE)

(a) Definitions. As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus

GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the

GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

None.

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) For domestic construction material that is not a critical item or does not contain critical components.

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that



GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) For domestic construction material that is a critical item or contains critical components.(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and



GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

| Construction material description | Unit of measure | Quantity | Price (dollars)* |
|-----------------------------------|-----------------|----------|------------------|
|-----------------------------------|-----------------|----------|------------------|

Item 1:

|                                |       |       |       |
|--------------------------------|-------|-------|-------|
| Foreign construction material. | _____ | _____ | _____ |
|--------------------------------|-------|-------|-------|

|                                 |       |       |       |
|---------------------------------|-------|-------|-------|
| Domestic construction material. | _____ | _____ | _____ |
|---------------------------------|-------|-------|-------|

Item 2:

GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

Foreign construction material. \_\_\_\_\_

Domestic construction material. \_\_\_\_\_

*[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].*

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

(End of clause)

**Other Applicable Clauses**

52.217-7 Option for Increased Quantity - Separately Priced Line Item (Mar 1989)

52.217-8 Option to Extend Services (Nov 1999)  
30 calendar days prior to contract expiration

**AGAR Clauses**

452.204-70 Modification for Contract Closeout (Nov 2025)

(a) If unliquidated funds in the amount of \$1000 or less remain on the contract, the Contracting Officer (Contracting Officer) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The Contracting Officer shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) Upon contract closeout for contracts utilizing SAP: if unliquidated funds of more than \$1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The Contracting Officer may also request a "Contractor Release of Claims" be completed by the contractor, although not required for contracts and orders using SAP.) If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 60 days, the Contracting Officer shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(c) Upon contract closeout for contracts utilizing anything other than cost reimbursement, if unliquidated funds of more than \$1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and a "Contractor Release of Claims" and will be required to provide a signature on both forms. If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 120 days, the Contracting Officer shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(End of Clause)

GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

**452.203-71    Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance  
(Dec 2025)**

(a) By entering into this contract, the Contractor certifies that:

- (1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution, and it will remain compliant for the duration of the contract.
- (2) Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution, and the Contractor and any subcontractor or teaming partner will not do so for the duration of the contract.

(b) If the Contractor participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, the Contractor certifies that it will remain compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The Contractor affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the Contractor is not eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to Contractor's compliance with the above requirements and/or eligibility for the contract may subject the Contractor to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) The Contractor must include the provisions of this clause in all subcontract solicitations.

(g) Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate this contract for default.  
(End of Clause)

GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

**452.232-71 Progress Payments for Commercial Construction Contracts (Dec 2025)**

(a) *Contractor entitlement to progress payments.* The Contractor may request progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished that meets the standards of quality established under the contract, as approved by the Contracting Officer.

(b) *Computation of amounts.* Progress payments will be authorized when the payment requested is properly due in accordance with this contract; the work will be performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract. The Contracting Officer may authorize consideration of:

- (3) Materials delivered on site and preparatory work;
- (4) Materials delivered to the Contractor at locations other than the site, if:
  - i. Specifically authorized by the contract; and
  - ii. The Contractor provides satisfactory evidence of title and intended use in the contract.

(c) *Contractor request for progress payments.* The Contractor's request for progress payments shall include the following:

- (1) An itemization of the amounts requested, related to the various elements of work required by the contract;
- (2) A listing of the amount included for work performed by each subcontractor;
- (3) A listing of the total amount of each subcontract;
- (4) A listing of the amounts previously paid to each subcontractor; and
- (5) Additional supporting data in a form and detail required by the Contracting Officer.

(d) *Contractor Certification.* Each request for progress payment shall be accompanied by the following certification:

I hereby certify, to the best of my knowledge and belief, that—

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(name)  
(title)  
(date)

GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

(e) *Access for verification of payment entitlement.* To verify the Contractor's entitlement to progress payments under this contract, the Contractor shall provide the Government, upon request and during normal business hours, access to the following:

(1) Records and Documentation:

- (i) Certified progress payment requests and supporting documentation;
- (ii) Subcontractor and supplier invoices, payment records, and lien waivers;
- (iii) Updated schedule of values and progress schedules;
- (iv) Quality assurance and inspection reports;
- (v) Payroll records, if applicable under labor provisions.

(2) Facilities and Worksite Access:

- (i) Physical access to the construction site for inspection of work progress;
- (ii) Access to off-site storage locations for materials billed but not yet incorporated into the work; or
- (iii) Access to any fabrication facilities where contract-related work is being performed.

(3) Access to electronic invoicing or project management systems used to track progress and payments, if such systems are used in contract performance.

(f) *Dates for payment.* A progress payment under this clause is a contract progress payment under the Prompt Payment clause of this contract, and except as provided in paragraph (g) of this clause, approved requests shall be paid within 30 days of submittal of a proper request for payment.

(g) *Liquidation of progress payments.* Progress payments shall be liquidated by deducting from the payment of each item the total unliquidated amount of progress payments made for that separately priced unit of that line item. The liquidation amounts for each line item shall be clearly delineated in each request for progress payment submitted by the Contractor.

(h) *Security for progress payments.* In the event the Contractor fails to provide adequate security as required in this contract, no progress payment shall be made under this contract. Upon receipt of adequate security, progress payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the contract. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided, and suspend further payments to the Contractor; the Contractor shall repay to the Government the amount of unliquidated progress payments as the Contracting Officer at his sole discretion deems repayable.

(i) *Special terms regarding termination for cause.* If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at Federal Acquisition Regulation 52.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services.

GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

(j) *Reservation of rights.*

- (1) No payment, vesting of title under this clause, or other action taken by the Government under this clause shall-
  - (i) Excuse the Contractor from performance of obligations under this contract; or
  - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause-
  - (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
  - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(k) *Refund of unearned amounts.* If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

- (1) Notify the Contracting Officer of such performance deficiency; and
- (2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-
  - (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
  - (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(l) *Retainage.* If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(m) *Title, liability, and reservation of rights.* All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

- (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
- (2) Waiving the right of the Government to require the fulfillment of all the terms of the contract.
- (3) The Government's rights and remedies under this clause-

GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(n) *Reimbursement for bond premiums.* In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (l) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(o) *Final payment.* The Government shall pay the amount due the Contractor under this contract after-

- (1) Completion and acceptance of all work;
- (2) Presentation of a properly executed voucher; and
- (3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 ( [31 U.S.C.3727](#) and [41 U.S.C. 6305](#)).

(p) *Limitation because of undefinitized work.* Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. (End of clause)

### **Solicitation Information**

#### **Award Type**

It is anticipated that a Firm Fixed Price Contract will be awarded as a result of this synopsis/solicitation.

The Government intends to make one award from this solicitation. Therefore, to be considered responsive, contractors must submit pricing for all items.

#### **Evaluation and Basis for Award**

The provision at FAR 52.212-2, Evaluation—Commercial Products and Commercial Services



GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

is not applicable to this solicitation. In lieu of this provision, quotes will be evaluated in accordance with FAR 12.203 based on the criteria listed below. Award will be made to the quoter with the lowest price, technically acceptable.

Technical acceptability will be based on past experience with the demolition and installation of barb wire fencing, wooden rail fencing, pole fencing, and lay down fencing that your business has completed within the last three years.

Attachment 4. Experience Questionnaire show will be used to evaluate the following:

- Ability to follow project diagrams and specifications.
- Experience in proper disposal of waste material.
- Experience performing in settings with no power or water readily available.
- Experience in areas where no heavy machinery access is available.
- Experience keeping project area secure but still open for public use.
- Experience working in challenging project areas such as heavy timber, marsh land, boulder fields, and other challenging settings.
- Experience providing warranty/guarantees and handling deficiencies if any were present.

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). If awarded, options will be exercised with the initial award.

### **Delivery Information**

The USDA requires delivery of all items and work as described in the attached SOW.

### **Other Information**

#### **52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52>

#### **52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (Nov 2025)**

a) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

- (1) The solicitation number;

GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

- (2) The name, address, telephone number of the Offeror;
- (3) The Offeror's Unique Entity Identifier (UEI);
- (4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation. This can be accomplished using Attachment 4. Experience Questionnaire;
- (5) Responses to provisions that require Offeror completion of information, representations, and certifications collected via the System for Award Management (SAM);
- (6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments;
- (7) Per FAR 52.228-1 a Fully executed Bid Guarantee (Standard Form 24 and Power of Attorney).

**Period for acceptance of offers**

The Offeror agrees to hold the prices in its offer firm for **60 calendar days** from the date specified for receipt of offers.

**Site Visit**

Due to the widespread area and nature of the terrain within the project area, a site visit isn't feasible. Please review attachment 14. Site Pictures. It is suggested that you email and request the project coordinates KMZ file. SAM.gov doesn't allow uploads of KMZ files, email is the only route to receive this – [tony.taylor@usda.gov](mailto:tony.taylor@usda.gov).

**Questions**

Questions shall be submitted via email to [tony.taylor@usda.gov](mailto:tony.taylor@usda.gov) and are due no later than March 10, 2026, at 12:00 PM Mountain Time. This will ensure enough time to respond before the solicitation period ends. Please include the solicitation name and number as the subject line of the email.

- 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
- 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

**The following provisions are applicable if checked:**

- ☒ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
- ☒ 52.204-7 System for Award Management—Registration (Nov 2025)
- ☒ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
- ☒ 52.225-2 Buy American Certificate (Oct 2022)

GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

☒ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

**Other Applicable FAR Provisions**

52.217-5 Evaluation of Options (Nov 2025)  
52.225-10 Notice of Buy American Requirement - Construction Materials (May 2014)  
52.233-2 Service of Protest (Sep 2025)

**When checked, the Contractor shall comply with the following FAR Clauses for Commercial Construction.**

☒ 52.222-5 Construction Wage Requirements, Secondary Site of the Work (Nov 2025)  
☒ 52.225-10 Notice of Buy American Requirement- Construction Materials (May 2014)  
☒ 52.228-1 Bid Guarantee (Sep 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3 Million, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

**AGAR Provisions**

**452.203-70 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Certification (Dec 2025)**

(a) By submission of its offer, the offeror certifies that:

(1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.

(2) Neither it nor any proposed subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution.

GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

(b) If the offeror participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, by submission of its offer, the offeror certifies that it is compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The offeror affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the offeror will not be eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to offeror's compliance with the above requirements and/or eligibility for the contract may subject the offeror to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) Failure on the part of the offeror or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate the contract for default.  
(End of Provision)

**NOTICE FOR FILING AGENCY PROTESTS**  
**United States Department of Agriculture (USDA) Ombudsman Program**

The USDA is committed to issuing solicitations and awarding contracts in a fair and prompt manner. The Ombudsman Program for Agency Protests (OPAP) was established to address protest issues within the agency, providing an alternative to costly and time-consuming litigation. Operating independently, OPAP offers relief comparable to that granted by the Government Accountability Office (GAO). Interested parties are encouraged to resolve concerns through USDA's internal Alternative Dispute Resolution (ADR) process before pursuing external forums such as the GAO. Concerns may be addressed informally or through a formal agency protest filed with either the Contracting Officer or the Ombudsman.

**Informal Forum with the Ombudsman**

1. **Initial Point of Contact:** Interested parties who believe a specific USDA procurement is unfair or otherwise defective should first direct their concerns to the applicable Contracting Officer.
2. **Escalation:** If the Contracting Officer is unable to address their concerns, interested parties are encouraged to contact the USDA Ombudsman for Agency Protests. Under this informal

GAOA SOUTH ZONE FENCE REPLACEMENT  
1240LT26Q0016

process, the agency is not required to suspend contract award performance. Utilization of the informal forum does not suspend any time requirement for filing a formal protest with the agency or other forums.

3. **Required Information:** To ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, Contracting Officer, and solicitation closing date (if applicable).

**Formal Agency Protest with the Ombudsman**

1. **Effort to Resolve:** Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions.
2. **Independent Review:** If the protester's concerns remain unresolved, an Independent Review is available by the Ombudsman. The protester may file a formal agency protest with either the Contracting Officer or, alternatively, with the Ombudsman under the OPAP program. Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined in writing to be in the best interest of the Government.
3. **Resolution Timeline:** The agency's goal is to resolve protests within 35 calendar days from the date of filing.
4. **Required Information:** Protests shall include the information set forth in FAR 33.104(a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.
5. **Timeliness:** Protests must be filed within the timeframes specified in FAR 33.104.
6. **Submission:** Formal protests under the OPAP program should be submitted electronically to [SPE.inquiry@usda.gov](mailto:SPE.inquiry@usda.gov) and the Contracting Officer.

**Election of Forum.** By initiating a protest with the USDA, the protester agrees not to pursue the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If a protest is filed externally, the agency protest will be dismissed.