

# TOWN OF GOULDSBORO

## INVITATION FOR BIDS FOR REPAIRS TO CROWLEY ISLAND CAUSEWAY

Bid Invitation Issue Date:	February 27, 2026
Bid Submission Deadline:	March 20, 2026
Bid Opening:	March 23, 2026
Anticipated Contract Award Date:	March 26, 2026

The Town of Gouldsboro (the “Town”) invites bids for a firm fixed price contract for repairs to Crowley Island Causeway, Town of Gouldsboro to restore the site to its pre-disaster function and capacity within the existing footprint as well as install mitigation features as specified in the scope of work. **Within 30 days after contract award, start date of onsite work shall be agreed upon by the contractor and the Town Manager/Road Commissioner, allowing the town time to maximize community awareness of the project and coordination with a separate follow-on contract for paving. Project must be completed within 60 days of award.**

Bid packets are available at the Gouldsboro Town Office at 59 Main Street in Prospect Harbor, Maine or for download on the Town’s website at [www.gouldsborotown.com](http://www.gouldsborotown.com).

### INTRODUCTION

The Town of Gouldsboro is a community of roughly 1,700 full-time residents scattered among the Town’s many villages on the Schoodic Peninsula. Gouldsboro’s resident population increases seasonally, typically doubling during the summer months. There are approximately 60 miles of roadways in Gouldsboro.

Crowley Island Causeway is an active site used by town residents and commercial fishermen. It is the only means of accessing a residential area and an active lobster co-op. When performing the specified scope of work, contractor shall incorporate the appropriate features to allow safe vehicle and pedestrian passage for the duration of the project, and to minimize the wait time to less than 10 minutes during majority of operations.

### INSTRUCTIONS TO BIDDERS

- **Bid Submission Deadline:** Bids must be submitted on or before **12:00 p.m. on Friday, March 20, 2026**. Bids will be opened in the Meeting Room of the Town Office at 2:00 p.m. on Monday, March 23, 2026. The public is welcome to attend in person or to view the opening via Zoom:

<https://us02web.zoom.us/j/8018727702?pwd=WjJmUFhyWVNKZmphOUdoTTdwbDRLUT09>

Meeting ID: 801 872 7702

Passcode: 4uFgxX

- The contract will be awarded during the Select Board meeting on Thursday, March 26, 2026, which begins at 5 p.m. at the Town Office. Bidders may attend the meeting or join via Zoom using the same information as above.
- **Submittals: Bidders must submit their bids on the enclosed Bid Form (pages 3-5 of this document).** Failure to include the Bid Form will result in rejection of the bid.
- Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Bid Form, attachments or additive information not required by this Invitation for Bids, or irregularities of any kind may be rejected by the Town.
- Bids must be placed in a sealed envelope marked “REPAIRS TO CROWLEY ISLAND CAUSEWAY” and delivered by mail to Josh McIntyre, Town Manager, Town of Gouldsboro, P.O. Box 68, Prospect Harbor, ME 04669-0068 or by hand at the Gouldsboro Town Office, 59 Main

Street, Prospect Harbor. Faxed or emailed bids will not be accepted.

- **Firm Bids:** Bids submitted to the Town before the bid submission deadline may be withdrawn by written notice to the Town Manager. After the bid submission deadline, bids shall remain firm for a period of 60 days.
- Bidders are encouraged to contact the Road Commissioner, 207-546-0940, with any questions, concerns, or requests for a site visit.

## **BASIS OF AWARD**

The municipal officers of the Town will award the contract to the successful bidder based on (1) the proposed fixed price for the scope of work, (2) bidder's relevant experience and documented performance and (3) capacity of bidder to execute the scope of work as outlined in the specification.

The Town reserves the right to waive any informalities in bids, to accept any bid, and to reject any or all bids. The Town may undertake discussions with one or more bidders, and to accept that bid which, in the Town's judgment, is most advantageous to the Town, considering price first, then other stated factors. The Town reserves the right to substantiate bidders' qualifications, capability to perform, availability, past performance record, and to determine that any bid that is not prepared in accordance with the instructions and requirements of this Invitation for Bids to be nonresponsive. The Town reserves the right to cancel this procurement in whole or in part, at its sole discretion, at any time before the contract is executed.

## **CONTRACT TERMS**

By submitting a bid in response to this Invitation for Bids, the bidder agrees to execute a contract with the Town, in accordance with the project specifications, and within the agreed upon time within the parameters set forth in paragraph 1, page 1, of this solicitation.

**Town of Gouldsboro**  
**INVITATION FOR BIDS**  
**FOR REPAIRS TO CROWLEY ISLAND CAUSEWAY**

**BID FORM**

**BIDDER (Company Name):** \_\_\_\_\_

**Experience:** Summarize the experience of the bidder in providing relevant road repair work: (must include at least two examples citing project title, date completed, customer)

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**Capacity:** Explain IF there are any limitations on the bidder's capacity to perform the repair work as specified (including schedule and coordination). Otherwise, state there are no limitations:

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**Self-Certification Regarding Debarment, Suspension, and Ineligibility**

- The contractor certifies that neither it nor any of 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.
- The contractor agrees to provide immediate written notice to the Recipient and FEMA if, at any time during the contract period, the contractor or any of its principals become subject to debarment, suspension, ineligibility, or voluntary exclusion.
- The contractor understands that if it is later discovered that the contractor was on the debarred or suspended list at the time of contract award or becomes so listed during the performance of this contract, the contract may be subject to immediate termination for cause.
- The contractor agrees to include this requirement in all lower tier covered transactions in accordance with 2 C.F.R. Part 180, Subpart C.

By entering initials here \_\_\_\_\_ the contractor affirms their compliance with the debarment and suspension requirements as set forth under 2 C.F.R. Part 180 and 2 C.F.R. § 200.214.

**Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)**

The Contractor certifies, to the best of its knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress concerning the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Failure to comply with these certification and disclosure requirements may result in civil penalties as detailed in 31 U.S.C. § 1352.

**Byrd Anti-Lobbying Amendment Certification**

In accordance with 31 U.S.C. § 1352 and implementing regulations, the undersigned certifies, to the best of their knowledge and belief, that:

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Price:** The undersigned bidder agrees to execute the scope of work associated with the repairs to Crowley Island Causeway. Bidder also agrees to execute the mitigation work also set forth in the scope of work. All work and associated pricing referenced in the below line items shall be combined to represent the complete scope of work and overall contract value.

**CONTRACT PRICE:**

A. REPAIRS

Repairs to damaged areas of Crowley Island Causeway \$ \_\_\_\_\_

B. MITIGATION

Removal of old asphalt not included in repair work, elevation of road on Crowley Island Causeway with 4” of crushed ledge, installation of 42.41 CY of asphalt surface (229 feet long x 20 feet wide x 3 inches deep), placement of additional large boulders on road shoulder and placement of additional larger rocks on the “seawall” (not in-water).

\$ \_\_\_\_\_

Note: MITIGATION (B) value cannot exceed 100% of top line item for REPAIRS (A)

**TOTAL CONTRACT PRICE (A + B):** \$ \_\_\_\_\_

**CERTIFICATION:** By affixing my signature below, I certify on behalf of the Bidder, that I have read and understand all terms and conditions set forth in this Invitation for Bids, including the complete scope of work for repairs and mitigation actions, and that my bid is made in accordance with the same.

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

## REPAIRS TO CROWLEY ISLAND CAUSEWAY CONTRACT

This **REPAIRS TO CROWLEY ISLAND CAUSEWAY CONTRACT** (“Contract”) is entered into as of \_\_\_\_\_, 2026 by and between the Town of Gouldsboro, a Maine body politic and corporate, (“Town”) and \_\_\_\_\_ (“Contractor”). The parties agree as follows:

**Contract Performance Period. Within 30 days after contract award, start date of onsite work shall be agreed upon by the contractor and the Town Manager/Road Commissioner, allowing the town time to maximize community awareness of the project and coordination with a separate follow-on contract for paving. Project must be completed within 60 days of award.**

1. Work to be performed. Contractor agrees to execute the below scope of work for the Town:

The contractor shall provide all labor, equipment and materials to repair Crowley Island Causeway in the Town of Gouldsboro. Scope of work is to restore the damaged area back to its pre-disaster function and capacity (in-kind) within the existing footprint. In addition, mitigation actions to elevate existing roadway and place additional stones on the shoreline as outlined in the specification shall also be executed, making it more resilient in any future storm activity.

### **Background:**

During the declared incident period of January 9, 2024, through January 13, 2024, the Town of Gouldsboro was impacted by storm surge and high water that overtopped sections of Crowley Island Causeway. The storm activity washed out the shoulder material and undermined asphalt resulting in damages to a portion of Crowley Island Causeway. As a direct result of this event, damages were recorded at the following locations 1) GPS location 44.401679, -67.964881; 72 ft ( L) x 20 ft (w)x 3-inch (deep), Base, 2) GPS location: 44.402115, -67.965163 End- GPS point location 44.401393, - 67.964646; Shoulder damaged by storm surge and wave overtop retaining wall and washed out surface Asphalt and base ft 301(L), 4 ft (w) x 4-inch (deep), and surface asphalt edges 4 ft (w)x 3-inch (deep) x 229 ft (L) , 3) at start point GPS location: 44.402115, - 67.965163, End GPS 44.401496, -67.964755; Shoulder; 230 ft (L)x 4 ft (w), 1 ft (deep) damaged by storm surge causing waves to over top retaining wall and scoured the shoulder material along roadway.

### **Scope of work:**

#### REPAIR

#### **GPS: 44.401679, -67.964881:**

- A. Remove and replace 13.34 CY of asphalt surface, 72 FT long x 20 FT wide x 3 IN deep.
- B. Remove and replace, 106.67 CY of 4 IN minus rock base, 72 FT long x 20 FT wide x 2 FT deep.

#### **Start - GPS: 44.402115, -67.965163 End - GPS: 44.401393, -67.964646:**

- C. Restore 15 CY of surface, 301 FT long x 4 FT wide x 4 IN deep.
  - D. Remove asphalt edges - 4FT W x 3 IN deep, 229 FT long.
- (Note – gravel to be re-used to build up inland shoulders.) Loam, grade and seed.

#### **Start - GPS: 44.402115, -67.965163 End - GPS: 44.401496, -67.964755:**

- E. Restore, 34.1 CY of base, 229 FT long x 4 FT wide x 1 FT deep.

## MITIGATION

**Start - GPS: 44.402115, -67.965163 End - GPS: 44.401393, -67.964646:**

F. Add large boulders near the road's shoulder and raise the road surface. Material includes installation of 4-inch crushed ledge of road surface for 301 FT long x 20 FT wide x approx. 2 FT height.

**Start - GPS: 44.402115, -67.965163 End - GPS: 44.401393, -67.964646:**

G. Add larger rock in "seawall" in the approximate measurement of 301 FT long x 2 FT wide. Work is near water but not in water.

**Start - GPS: 44.402115, -67.965163 End - GPS: 44.401393, -67.964646:**

H. Removal and replacement of 42.41CY of asphalt surface 229 FT long x 20 FT wide x 3 IN deep.



- A. All borrow, or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event of January 9, 2024. Documentation of borrow sources utilized is required at closeout on or before submission of invoice. Note below restrictions.

For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g., a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. **Non-compliance with this requirement may jeopardize receipt of federal funding.**

- B. Onsite work must not start before 7:00 a.m. and must end by 5:00 p.m., unless otherwise approved by the Town's designee.
- C. Contractor must maintain sufficient equipment and personnel to avoid significant disruptions or delays for entry/egress to residences and commercial businesses.
- D. Contractor agrees to work diligently to provide high quality work, following the specifications of the contract. Should there be an unforeseen issue or any other emergent circumstances preventing full contract specification compliance, work shall cease, and the contractor must reach out immediately to the Town point of contact.
- E. Contract Price. This Contract is a fixed price contract. The Contract Price is as set forth in Contractor's Bid Form, attached hereto and made a part hereof, and includes the comprehensive effort for performance of project including fuel, vehicles, and equipment, as well as all overhead and profit, fees, and costs.
- F. Payment. Upon successful performance of the overall scope of work, contractor must notify the Town Manager or Road Commissioner in to conduct a site visit. Payment shall be released no later than 21 days from Town acceptance of the work.
- G. Insurance. Contractor agrees to carry insurance in the levels and types included in the below matrix. Contractor must list the Town as an additional named insured on the general and vehicle liability insurance policies and must furnish to the Town certificates evidencing all insurance required hereunder prior to commencing onsite work under this contract.

INSURANCE	LIMITS	NOTES
Workers Compensation	As per State law	
Employers Liability	\$500,000 per occurrence for bodily injury \$500,000 per employee for bodily injury or disease \$500,000 aggregate for bodily injury by disease	General Contractor <u>and</u> Subcontractor
General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate \$1,000,000 Personal & Advertising Injury per occurrence \$2,000,000 Products/Completed Operations aggregate	General Contractor <u>and</u> Subcontractor
Builders Risk (All Risk)	100% of Completed Value Based on Insurable Portion	Owner <u>or</u> General Contractor
Vehicular Liability	\$1,000,000 Combined Single Limit	General Contractor <u>and</u> Subcontractor
Umbrella Excess (as needed)	\$1,000,000 per occurrence <u>or</u> greater than depending on exposure	General Contractor <u>and</u> Subcontractor
Professional Liability (as needed)	\$1,000,000 each wrongful act	General Contractor <u>and</u> Subcontractor
Pollution Liability	Depending on the exposure	General Contractor <u>and</u> Subcontractor
<b>BONDING (applies only to contracts over \$125,000) N/A</b>		
Performance Bond	100% of Contract Price	General Contractor
Payment Bond	100% of Contract Price or Penal Sum as prescribed by State law.	General Contractor
Bid Security	5% of Bid or as required State law	General Contractor

- H. Indemnification. Contractor shall indemnify and hold harmless the Town and its officers, officials, agents, and employees from all suits, actions, damages, expenses, and demands arising out of or caused by any negligent or wrongful act or omission of Contractor or its employees, agents, or subcontractors (“Indemnifying Parties”) in connection with Contractor’s performance of the Services or any failure by Indemnifying Parties to comply with applicable laws. The indemnification obligations under this section shall not be construed to or operate in any practical effect to waive any defense, immunity, limitation of liability, limitation of actions, or other protections available to the Town pursuant to applicable law, including the Maine Tort Claims Act, 14 M.R.S.A. § 8101, *et seq.*
- I. Termination. The Town may terminate this Contract for cause at any time, or for convenience with 30 days’ prior written notice to Contractor. In the event of such termination, Contractor shall cease performing the work and shall receive compensation for any undisputed amounts for Services satisfactorily completed prior to termination. Contractor will not be entitled to recover any lost profits on Services not provided as of the termination date.
- J. Miscellaneous. This Contract is governed by the laws of Maine, without giving effect to its conflicts of law provisions. Contractor shall not assign or transfer any of its rights or delegate any of its obligations under this Contract without the prior written consent of the Town. The relationship between the parties is that of independent contractors, and nothing contained in this Contract shall be construed as creating any employment relationship between the parties. Provisions of this Contract that should reasonably be considered to survive termination of this Contract shall survive. This Contract may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

## CLAUSES AND PROVISIONS

The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.

The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.

The subrecipient (prime contractor) must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.

### **Remedies for noncompliance § 200.339**

The Federal agency or pass-through entity may implement specific conditions if the recipient or subrecipient fails to comply with the U.S. Constitution, Federal statutes, regulations, or terms and conditions of the Federal award. See [§ 200.208](#) for additional information on specific conditions. When the Federal agency or pass-through entity determines that noncompliance cannot be remedied by imposing specific conditions, the Federal agency or pass-through entity may take one or more of the following actions:

- (a) Temporarily withhold payments until the recipient or subrecipient takes corrective action.
- (b) Disallow costs for all or part of the activity associated with the noncompliance of the recipient or subrecipient.
- (c) Suspend or terminate the Federal award in part or in its entirety.
- (d) Initiate suspension or debarment proceedings as authorized in [2 CFR part 180](#) and the Federal agency's regulations, or for pass-through entities, recommend suspension or debarment proceedings be initiated by the Federal agency.
- (e) Withhold further Federal funds (new awards or continuation funding) for the project or program.
- (f) Pursue other legally available remedies.

**Changes Clause (in accordance with 2 C.F.R. § 200.318 and 48 C.F.R. Part 43)**

The Owner may, at any time, by written order and in accordance with 2 C.F.R. § 200.318(k) and 48 C.F.R. Part 43 (as applicable), make changes within the general scope of the contract, including but not limited to modifications to the specifications, methods, or execution of the work described herein. If any such change causes an increase or decrease in the cost or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made to the contract price and/or period of performance, and the contract shall be modified in writing accordingly.

The contractor must promptly submit a written request for an equitable adjustment, with sufficient documentation to support the claim. No claim by the contractor for an adjustment hereunder shall be allowed if asserted after final payment under this contract. Modifications, including changes resulting in cost increases, must be made in writing and signed by the Owner's authorized representative.

All changes are subject to the requirements and limitations of the applicable federal regulations, including but not limited to 2 C.F.R. Part 200 and 48 C.F.R. Part 43. Failure to comply with these requirements may result in denial of the requested adjustment and/or additional remedies as provided by law.

**Compliance with the Contract Work Hours and Safety Standards Act (29 C.F.R. § 5.5(b))**

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (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 of \$10 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.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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.

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

**Equal Employment Opportunity (41 C.F.R. § 60-1.4(b))**

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race,

color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

**Procurement of Recovered Materials (42 U.S.C. § 6962 / 2 C.F.R. § 200.322 & App II ¶ K)**

The contractor agrees to comply with all applicable requirements set forth by Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962), and implementing regulations found at 2 C.F.R. § 200.322 and Appendix II Paragraph K. Specifically:

- The contractor shall ensure that, to the maximum extent practicable, products and materials purchased for use under this contract are composed of recovered materials, as defined by EPA guidelines, and meet the highest recovered material content standards consistent with performance requirements, availability, and cost-effectiveness.
- All procurements for items designated by the Environmental Protection Agency (EPA) as being subject to the requirements of Section 6002 shall include recovered materials and must adhere to EPA's Comprehensive Procurement Guidelines.
- The contractor and any subcontractors are required to maintain records and submit reports as required by the agency or the EPA documenting compliance with Section 6002 and related regulations.
- This clause and its requirements must be incorporated into all subcontracts for purchases exceeding \$10,000 made under this contract.

Failure to comply with these requirements may result in contract termination, suspension, or other appropriate remedies as set forth by federal law and regulation.

**Homeland Security Acquisition Regulation (HSAR) Deviation 15-01: Safeguarding of Sensitive Information**

The contractor shall protect all sensitive information, both electronic and physical, that is provided by or generated for the Department of Homeland Security (DHS) during the performance of this contract. Sensitive information includes, but is not limited to, personally identifiable information (PII), protected critical infrastructure information (PCII), sensitive security information (SSI), and other information that is designated by DHS as requiring safeguarding or dissemination controls.

The contractor agrees to implement and maintain adequate security measures to protect sensitive information in accordance with all applicable federal, state, and local laws, as well as DHS policies and procedures. These measures must include, at a minimum:

- Limiting access to sensitive information to authorized personnel only.
- Ensuring that all employees and subcontractors with access to sensitive information complete appropriate security and privacy training before accessing such information.
- Implementing physical, administrative, and technical safeguards to prevent unauthorized access, disclosure, alteration, or destruction of sensitive information.
- Promptly reporting any suspected or confirmed security incident, breach, or unauthorized disclosure to DHS in accordance with contract requirements and DHS directives.
- Incorporating this clause and its requirements in all subcontracts at any tier where subcontractor personnel may access or handle sensitive information.

Failure to comply with these safeguarding requirements may result in contract termination, suspension, or other enforcement actions as provided by law or regulation. The contractor shall cooperate fully with any DHS investigation or audit related to the safeguarding of sensitive information.

This clause survives termination or expiration of the contract as long as sensitive information received or generated under this contract remains in the possession of the contractor or subcontractors.

**Clean Air Act (only applicable to contracts over \$150,000)**

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Town of Gouldsboro and understands and agrees that the Town of Gouldsboro will, in turn, report each violation as required to assure notification to the Maine Emergency Management Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act (only applicable to contracts over \$150,000)**

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Town of Gouldsboro and understands and agrees that the Town of Gouldsboro will, in turn, report each violation as required to assure notification to the Maine Emergency Management Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.”

**Access to Records (applicable as required by 2 CFR § 200.334 and related federal regulations) (applies only to contracts over \$150,000)**

- (1) The contractor agrees to provide the Town of Gouldsboro, the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.
- (2) The contractor further agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed.
- (3) The obligations of access must be included in every subcontract exceeding \$150,000 and shall survive termination or expiration of this contract as required by applicable law.

**Compliance with Federal Law, Regulations, and Executive Orders**

The contractor agrees to comply with all applicable federal laws, regulations, and executive orders in the performance of this contract. This includes, but is not limited to, compliance with all requirements imposed by the Federal Emergency Management Agency (FEMA), relevant federal statutes and regulations, and any applicable orders that govern the administration and execution of federally assisted contracts. The contractor further acknowledges that failure to adhere to such requirements may result in the termination of this contract, legal liability, and/or the withholding or disallowance of federal funds.

**No Obligation by Federal Government**

The parties acknowledge and agree that the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party (whether arising out of contract, tort, or otherwise) pertaining to any matter resulting from the contract. All obligations and responsibilities under this contract are solely those of the non-Federal entity and the contractor. Nothing in this agreement shall be construed as creating any obligation or liability on the part of the Federal Government in connection with this contract.

**Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. §§ 3801-3812, as well as any other applicable federal law, prohibit the submission of false or fraudulent statements and related acts in connection with this contract. The contractor agrees that any individual or entity who knowingly makes, uses, or causes to be made or used, a false statement, representation, or claim to obtain federal funds or approval under this contract may be subject to civil and/or criminal prosecution under federal law.

The contractor further acknowledges and agrees to the following:

- It is a federal offense to submit false, fictitious, or fraudulent statements, representations, or certifications in connection with federally assisted contracts as outlined in 18 U.S.C. § 1001 and 31 U.S.C. §§ 3729-3733.
- Any suspicion or knowledge of potential fraud, waste, abuse, or similar misconduct must be reported to appropriate authorities, including the U.S. Department of Homeland Security Office of Inspector General.
- These obligations shall be incorporated into every subcontract and agreement arising from this contract.

Failure to comply with these provisions may result in termination of this contract, disallowance of costs, debarment from federal programs, and/or civil or criminal penalties as prescribed by law.

IN WITNESS WHEREOF, each of the undersigned parties has caused its duly authorized representative to execute this Contract as of the Effective Date.

TOWN OF GOULDSBORO

CONTRACTOR:

\_\_\_\_\_  
Name: Joshua McIntyre  
Title: Town Manager

\_\_\_\_\_  
Name:  
Title: