

Contract No.



U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION

ME NP ACAD BRG(2)
ACADIA NATIONAL PARK

REPAIR MAINE ROUTE 233, PARADISE HILL, AND FRAZER CREEK BRIDGES

PMIS# 343503

SOLICITATION

IFB No. 693C73-27-B-000002

This Contract Cites
STANDARD SPECIFICATIONS (FP-24)

CONTRACTOR:

ADDRESS:

STATEMaine

COUNTYHancock

PARKAcadia National Park

TYPE OF IMPROVEMENT

This work includes reconstruction of asphalt concrete pavement and aggregate base course, placement of structural backfill, cleaning and removing debris from weepholes and inlets, cleaning and sealing joints, erosion repair, repointing mortar joints, placing waterproofing membrane to improve the service life, and other miscellaneous work.

Project Length Totals								0.05	0.10
For Parking Areas, Lane Miles is calculated as SQFT/11ft (nominal) lane									
	Schedule	Parking Area	Roadway / Parking Area / Other	Stations / SQFT			Linear Feet	Route Miles	Lane Miles
	A	☐	Paradise Hill Road	40096	To	40246	150	0.03	0.06
	B	☐	Paradise Hill Road	20475	To	20600	125	0.02	0.04
	C	☐	Frazer Creek Bridge	N/A	To	N/A	0	0.00	0.00

TABLE OF CONTENTS

	<u>Page</u>
Notice to Bidders	1 through 3
Checklist for Bid Submission	1 through 2
*SF-1442 Solicitation, Offer, and Award	1 through 5
Statement of Work	1 page
Bid Schedule Instructions	1 through 3
*Bid Schedule	B-1 through B-6
*SF-24 Bid Bond	C-1 through C-4

FEDERAL ACQUISITION REGULATION & TRANSPORTATION ACQUISITION REGULATION SOLICITATION PROVISIONS & CONTRACT CLAUSES

Index to Federal and Transportation Acquisition Regulations	1 through 6
Representations and Certifications (SAMs online)	D-1 through D-4
Instructions to Bidders	E-1
*Socioeconomic Program Requirements	F-1 through F-4
Minimum Wage Schedule	F-5 through F-10
*General Contract Requirements	G-1 through G-11
Construction Contract Requirements	H-1 through H-7
Special Contract Requirements	J-1 through J-42
Section K	K-1 through K-3
Permit	1 through 8

SPECIFICATIONS ON SAM.GOV

Plans	1 through 36
Categorical Exclusion Form (NEPA)	1 through 19
*Bidder's Qualification Form	1 through 7
*Federal Contractor Veterans' Employment Report VETS-4212	1 through 5

***BOLD-FACED ITEMS ARE TO BE INCLUDED WITH THE
BID SUBMITTAL PACKAGE***

NOTICE TO BIDDERS

CONTRACT FORMAT:

Bidders should note that the format of this contract is in accordance with Federal Acquisition Regulations (FAR), promulgated by the General Services Administration (GSA), effective April 1, 1984, including all applicable revisions. Applicable FAR provisions and clauses are incorporated in this contract by reference or full text as indicated in the INDEX before the D-pages in this booklet. FAR provisions and clauses incorporated by reference can be accessed on the Internet website at <https://www.acquisition.gov/>. Bidders are encouraged to review the documents thoroughly before submitting a bid.

INVITATION FOR BIDS BOOKLET AND BID SUBMITTAL:

It is the responsibility of the Bidder to verify that this bid is complete as listed in the Table of Contents. The Bidder is responsible for submitting all required forms and documents with the bid. Bidders should use the Checklist for Bid Submission included in this booklet to check that their bids are complete.

CONSTRUCTION CONTRACTS:

Additional guidance is given in FAR Subpart 35.005 where the majority of the project work is complex and specialized such as restoration work, bridge painting, and proprietary construction techniques (i.e. proprietary Cintec arch strengthening.) There are exceptions and they will be reviewed on a case-by-case basis.

HAZARDOUS MATERIALS IDENTIFICATION AND MATERIAL SAFETY DATA:

As required by FAR Clause 52.223-3, Hazardous Materials Identification and Safety Data, the apparent low Bidder must submit prior to award a Material Safety Data Sheet (MSDSs) for all hazardous materials that the Bidder identifies in paragraph (b) of this clause in Section G of this booklet. Failure to submit MSDSs may render the Bidder ineligible for award of contract. The apparent low Bidder should submit their MSDSs within two weeks after bid opening.

INTERNET BASED DATABASES - REQUIRED INPUT:

Per FAR Provision 52.204-7, bidders are required to be registered in the System for Award Management (SAM) at the time a bid is submitted and at the time of award.

Access the following web site to register: <https://www.sam.gov/>.

Per FAR Clause 52.204-13, contractors shall maintain an active SAM registration during contract performance through final payment under a contract. This includes reviewing at least annually its registration in SAM and validating that the information is current, accurate, and complete.

NOTICE:

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 agency solicitations. Examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting Officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to update their entity registration to remove these representations in SAM.

NOTICE TO BIDDERS

According to FAR 22.1302-1(b) federal contractors and sub-contractors MUST complete the required annual Vets-4212 Form in order to be eligible for a contract award. It can be completed online at <http://www.dol.gov/vets/vets4212.htm>. The annual filing period for Form VETS-4212 is August 1 through September 30. Reports filed before August 1 will be treated as part of the previous year's filing cycle. Federal contractors and subcontractors who are required to file a form VETS-4212 can submit their forms electronically by using either the VETS-4212 Reporting Application or batch filing process, or by using the paper form by email or U.S. mail. It is recommended that you file your form electronically at <https://vets4212.dol.gov/vets4212>. Please visit <http://www.dol.gov/vets/vets4212.htm> for more information on the reporting process.

PAYMENT:

Bidders are advised to review the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP), subsection 109.05, concerning **direct** and **indirect** payment included under a pay item in the bid schedule.

PROGRESS PAYMENTS:

ALL payments will be made via Electronic Funds Transfer (EFT) as such; the payment information in SAM must be accurate in order for contractors' invoices to be considered proper invoices for the purpose of prompt payment under DOT contracts. Contractors must input and maintain (update as necessary) their EFT information in the SAM database. Bidders are advised that under FAR Clause 52.232 5, Payments Under Fixed Price Construction Contracts, upon request, progress payments will include premiums paid by the Contractor to obtain performance and payment bonds as required under this contract. These payments shall not be made in addition to the contract price. As specified in the FP, "Section 151 - MOBILIZATION", payments for performance and payment bond premiums shall be included in mobilization.

WELFARE-TO-WORK INITIATIVE:

The President's Welfare Reform Bill was initiated to assist welfare recipients and hopefully aid welfare recipients to find gainful employment. In support of this bill, Contractors are encouraged to hire welfare recipients whenever possible and to use welfare recipients in performance of duties on Government contracts.

INCREASING SEAT BELT USE IN THE UNITED STATES:

The President's Executive Order 13043 dated April 16, 1997, was issued to increase the use of seat belts in the United States. In support of this Order, contractors and subcontractors are encouraged to adopt and enforce on-the-job seat belt policies for their employees when operating company-owned, rented, or personally owned vehicles.

OBTAINING SOLICITATION DOCUMENTS:

Invitation For Bid (IFB) documents **will not be mailed**. All solicitation documents are available for direct download from the Contract Opportunities website: <https://sam.gov/>. Contractors are encouraged to register on the website (for this specific project) in order to receive automatic notifications when a document is added or updated for this specific project. All questions about this construction project must be emailed to the following address: eflhd.contracts@dot.gov.

NOTICE TO BIDDERS

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MONITORING THE WEB PAGES NOTED ABOVE FOR ALL CHANGES TO THE SOLICITATION AND ACTING ON THOSE CHANGES.

PLEASE NOTE: For security reasons, individuals requiring access to all government buildings must present a valid photo ID and be escorted to their destination by a Government employee. All visitors attending bid openings are urged to arrive at least 1 hour prior to a scheduled bid opening. All visitors must sign in at the main entrance of the Quantum Park facility and wait to be escorted by a Government employee to Eastern Federal Lands Highway Division (EFLHD) in Suite 200. Visitors must then register with the EFLHD Receptionist. A Government employee will collect all bids. Prior to the bid opening, a Government employee will escort all bidders to the bid opening. Unescorted visitors will be denied entry, and no exceptions will be made.

PLEASE NOTE ELECTRONIC BIDS WILL BE ACCEPTED VIA EMAIL ONLY AT EFLHD.CONTRACTS@DOT.GOV. Bids sent to any other email address besides EFLHD.Contracts@dot.gov will not be accepted. Bids will not be accepted via facsimile. Bids submitted via external, cloud-based, file storage services such as OneDrive, etc. shall not be accepted. The government will not click on links sent via email to access bid documents. Hand-delivered bids are not recommended unless the contractor is also attending the bid opening.

CHECKLIST FOR BID SUBMISSION

The following is a checklist of items included in the bid package that are required to be completed and returned (or filled in on-line) to the address in Block 7 of the Standard Form 1442, Solicitation, Offer, and Award (page 1). This checklist is for informational purposes only and is not required to be filled out by the bidder. **Failure to submit a complete bid may be cause to reject your bid.**

PLEASE NOTE ELECTRONIC BIDS WILL BE ACCEPTED VIA EMAIL ONLY AT EFLHD.CONTRACTS@DOT.GOV. Bids sent to any other email address besides EFLHD.Contracts@dot.gov will not be accepted. Bids will not be accepted via facsimile. Bids submitted via external, cloud-based, file storage services such as OneDrive, etc. shall not be accepted. The government will not click on links sent via email to access bid documents. Hand-delivered bids are not recommended.

1. **Bid Envelope (If the Bidder elects not to send the bid electronically via email to EFLHD.Contracts@dot.gov):**
 - a. Addressed as shown in Block 7 of SF-1442 ☐
 - b. In the lower left corner, indicate the following: Solicitation No., Project Name & Number, and **mail to Suite E2-3-300, ATTENTION: ACQUISITIONS**. If bids are hand-delivered, bring them to the main entrance of Quantum Park, and ask for the Federal Highway Administration (EFLHD) Receptionist to be contacted and an EFLHD representative will come to collect the bid. **Hand-delivered bids are not recommended.** ☐
2. **Standard Form 1442: Solicitation, Offer and Award**
 - a. Block 14: Name and Address of Bidder. ☐
 - b. Block 15: Telephone Number of Bidder ☐
 - c. Block 16: Remittance Address if different from Block 14. ☐
 - d. Block 19: **All** Amendments Acknowledged, with dates of Amendments. ☐
 - e. Block 20: Bid is signed and dated. ☐
3. **Bid Schedule - (Pages B-1 through B-6)**
 - a. Unit bid price and bid amount provided for each pay item in numbers. ☐
 - b. Corrections initialed. ☐
4. **Standard Form 24, Bid Bond (Pages C-1 through C-4) (Required if bid guarantee is bid bond)**
 - a. Date executed ☐
 - b. Legal name and address of bidder. ☐
 - c. Type of organization. ☐
 - d. State of incorporation (if applicable). ☐
 - e. Name and business address of Treasury approved surety. ☐
 - f. Penal sum of bond (not less than 20% of bid total). ☐
 - g. Bid identification. ☐
 - h. Signature of Bidder ☐
 - i. Seal, if corporation ☐
 - j. Signature of Surety ☐
 - k. Seal, if corporation ☐

BIDS RECEIVED WITHOUT A VALID BID BOND WILL BE REJECTED.

CHECKLIST FOR BID SUBMISSION

5. Power of Attorney

- a. Dated on or before execution date of bond ☐
- b. Power has original signature of surety, or is embossed with surety's seal in the certification section ☐

BIDS RECEIVED WITHOUT A VALID POWER OF ATTORNEY WILL BE REJECTED.

6. Bidder's Qualifications form (provided separately as part of the Bid Documents Package). Form completed, signed and submitted with bid ☐

7. System for Award Management (SAM): The contractor is currently registered in the System for Award Management (SAM) database at <https://www.sam.gov/> at the time the bid is submitted. If the contractor elects to not have its active SAM registration viewable by the public, then the contractor must submit a copy with the bid. ☐

8. Online Representations and Certifications Application: The contractor's Representations and Certifications have been input online via the electronic database at <https://www.sam.gov/>. ☐

9. VETS - 4212 Reporting: The contractor has completed the annual reporting requirement online at <http://www.dol.gov/vets/vets4212.htm>. The annual filing period for Form VETS-4212 is August 1 through September 30. Reports filed before August 1 will be treated as part of the previous year's filing cycle. Federal contractors and subcontractors who are required to file a form VETS-4212 can submit their forms electronically by using either the VETS-4212 Reporting Application or batch filing process, or by using the paper form by email or U.S. mail. It is recommended that you file your form electronically at <https://vets4212.dol.gov/vets4212>. Please visit <http://www.dol.gov/vets/vets4212.htm> for more information on the reporting process ☐

10. INVOICING FOR PAYMENTS: The Contractor affirms that it does not operate any diversity, equity, and inclusion (DEI) initiatives that are inconsistent with the Equal Protection principles of the Constitution and the non-discrimination requirements of Federal law, as interpreted by the Supreme Court in Students for Fair Admissions v. Harvard, 600 U.S. 181 (2023). ☐

NOTE: THE CONTRACTOR IS FULLY RESPONSIBLE TO VERIFY THAT ALL DATA IN THE ABOVE DATABASES IS CORRECT EACH TIME A BID PACKAGE IS SUBMITTED. FAILURE TO PROPERLY INPUT AND/OR UPDATE YOUR DATA PRIOR TO BID SUBMISSION MAY CAUSE THE BID TO BE REJECTED.

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 693C7327B000002	2. TYPE OF SOLICITATION ☒ SEALED BID (IFB) ☐ NEGOTIATED (RFP)	3. DATE ISSUED 10/09/2026	PAGE OF PAGES 1 5	

IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO. See Block 10
7. ISSUED BY FEDERAL HIGHWAY ADMINISTRATION EASTERN FEDERAL LANDS HIGHWAY DIVISION QUANTUM PARK, 22001 LOUDOUN COUNTY PKWY SUITE E2-3-300 Attn: Acquisition & Contracts ASHBURN VA 20147	CODE 693C73	8. ADDRESS OFFER TO See Block 7	
9. FOR INFORMATION CALL: 	a. NAME Monique Lynch	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) eflhd.contracts@dot.gov	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

This Invitation for Bids is for the Acadia National Park, Project No. ME NP ACAD BRG(2), located in Hancock County, Maine in strict accordance with the Solicitation/Contract instructions, notices, clauses, provisions, items listed below, and for the quantities of work actually performed at the unit prices as bid in the Bid Schedule, including all applicable Federal, State, and local taxes.

FP - Standard Specification for Construction of Roads & Bridges on Federal Highway Projects.

Bid Schedule, Section B - pages B-1 through B-6.

Special Contract Requirements, Section J - pages J-1 through J-42.

Plans, sheets 1 through 36.

Categorical Exclusion Form (NEPA), pages 1 through 19.

Permit, pages 1 through 8.

Issuance of this solicitation does not guarantee that an award will be made. Any resulting awards are subject to the availability of funding and the discretion of the awarding entity, including cancellation or amendment based on a determination of change in agency needs.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>120</u> calendar days after receiving ☐ award, ☒ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. (See Continuation Sheet, Block 11.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.)	12b. CALENDAR DAYS 14
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>11/10/2026</u> copies to perform the work required are due at the place specified in Item 8 by <u>1400</u> (hour) local time (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee ☒ is, ☐ is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14.)
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE.										
20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)						20b. SIGNATURE			20c. OFFER DATE	

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM Block 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) () ☐ 41 U.S.C. 3304(a) ()
26. ADMINISTERED BY CODE EFLHD-CO FEDERAL HIGHWAY ADMINISTRATION EASTERN FEDERAL LANDS HIGHWAY DIVISION QUANTUM PARK, 22001 LOUDOUN COUNTY PKWY SUITE E2-2-200 ATTN: CONSTRUCTION ASHBURN VA 20147	27. PAYMENT WILL BE MADE BY FFEDERAL HIGHWAY ADMINISTRATION EASTERN FEDERAL LANDS HIGHWAY DIVISION A/P Branch, AMZ-150 PO Box 25710 OR E-MAIL 9-AMC-AMZ-EFLINVOICES@FAA.GOV Oklahoma City OK 73125	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31a. NAME OF CONTRACTING OFFICER (Type or print)	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

CONTINUATION OF SF 1442

Block 2:

This project is **RESTRICTED** - Bids will be accepted from all eligible **Small Business** concerns.

This procurement falls under North American Industry Classification System (NAICS) code 237310 - Highway, Street, and Bridge Construction (see FAR 19.103).

Electronic bids will be accepted via email sent to EFLHD.Contracts@dot.gov. Please be sure to indicate the solicitation number, project number, and ATTN: Monique Lynch on the subject line of your email. Bids submitted via external, cloud-based, file storage services such as OneDrive, etc. shall not be accepted. The government will not click on links sent via email to access bid documents. **Please note you must include a scanned copy of your official bid bond along with your bid documents if you submit your bid electronically.**

Block 9:

PHYSICAL DATA AVAILABLE FOR REVIEW

1. Manual on Uniform Traffic Control Devices for Streets and Highways, most current edition, published by the Federal Highway Administration. <https://mutcd.fhwa.dot.gov/>.
2. National Park Service Sign Manual, revised - January 1988, United States Department of the Interior. <https://highways.dot.gov/federal-lands/design/highway-design-library>.
3. Categorical Exclusion Form (NEPA)
4. Permit

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

A Government representative can be available to show the project to prospective bidders. **All requests** for site visits see Section E of the solicitation and e-mail all questions concerning this construction project to the following e-mail address eflhd.contracts@dot.gov. Interested parties must provide the Solicitation Number and the relevant project name with all requests and questions.

*Block 11:

Maximum time allowed for the contract if Schedules A, B, and C are awarded at the same time:

If the Government awards the contract as Schedules A + B + C, the performance period to complete all contract work will be 120 calendar days.

CONTINUATION OF SF 1442

Maximum time allowed for each schedule of work if awarded separately:

If the Government awards the contract as Schedules A and B only, the performance period to complete all Schedules A and B work will be 118 calendar days and will start on the effective date of Schedules A and B Notice to Proceed.

If Schedule C (Government Option 1) is exercised after the award of the original contract, the performance period to complete all Schedule C work will be 40 calendar days and will start on the effective date of Schedule C's Notice to Proceed.

See Completion of Work section of the B-Pages – Bid Schedule Instructions for further information. The completion time for the contract is not to exceed the maximum time above. Work restrictions can be found in SCR Sections 108 and 156.

Construction activities that require Paradise Hill Road to be closed must be completed no later than May 28, 2027.

Notice to Proceed will be issued within 30 days following receipt of acceptable performance and payment bonds. (Actual Notice to Proceed date will be 10 days from issuance or the date specified in the Notice.)

Block 12A:

Furnish performance and payment bonds in accordance with FAR Clause 52.228-15.

Block 13:

A bid guarantee in the amount of not less than 20 percent of the bid price or \$3 million, whichever is less, is required with this bid. If the bidder fails to provide the required bid guarantee, such failure may require rejection of the bid. Reference FAR Provision 52.228-1, Bid Guarantee. **Please note you must include a scanned copy of your official bid bond along with your bid documents if you submit your bid electronically.**

Block 17:

Amounts should be completed as follows:

Schedule A - \$

Schedule B - \$

Schedule C (Option 1) - \$

Other:

The estimated price is expected to fall within the price range of **\$2,000,000 to \$3,000,000.**

CONTINUATION OF SF 1442

Responsibility of bidders shall be evaluated in accordance with the information provided on the Bidder's Qualification Form, which can be downloaded from the Contract Opportunities website located at <http://SAM.gov>. FP-24 versions can be downloaded at the FHWA web site located at <http://flh.fhwa.dot.gov/resources/specs/>.

Electronic bids must contain the required signatures (electronic or by hand). Bids submitted via external, cloud-based, file storage services such as OneDrive, etc. shall not be accepted. The government will not click on links sent via email to access bid documents.

If you elect not to submit your bid electronically to EFLHD.Contracts@dot.gov, then please mail your bid to:

Federal Highway Administration - Eastern Federal Lands Highway Division
ATTN: ACQUISITIONS
Quantum Park
22001 Loudoun County Parkway
Suite E2-3-300
Ashburn, VA 20147

STATEMENT OF WORK

Sealed bids from certified Small Business Concerns only will be accepted for the Acadia National Park, Project ME NP ACAD BRG(2), Solicitation Number 693C73-27-B-000002, located in Hancock County, Maine. The project consists of repairing Maine Route 233, Paradise Hill, and Frazer Creek Bridges. The work includes reconstruction of asphalt concrete pavement and aggregate base course, placement of structural backfill, cleaning and removing debris from weepholes and inlets, cleaning and sealing joints, erosion repair, repointing mortar joints, placing waterproofing membrane to improve the service life, and other miscellaneous work.

The project will be split into multiple work schedules/contract options, with the cost of the entire project expected to fall within the price range of \$2,000,000 to \$3,000,000.

Construction activities that require Paradise Hill Road to be closed must be completed no later than May 28, 2027.

BID SCHEDULE INSTRUCTIONS

PROJECT: ME NP ACAD BRG(2)

BIDDERS PLEASE NOTE: Before preparing the bid, carefully read the Instructions to Bidders. When preparing the bid, comply with the following:

COMPLETING THE BID SCHEDULE

Complete the Bid Schedule(s) by handwriting in ink or typing. Specify a Unit Bid Price, in figures with cents to only **two decimal places** for each pay item in the Unit Bid Price column for which a quantity is given. Do not enter or tender a Unit Bid Price for any pay item for which no estimated quantity appears in the Bid Schedule. Determine the products of the respective unit prices and quantities, and show them, in figures, in the Amount Bid column. If a Unit Bid Price and Amount Bid have been inserted by the Government for a pay item, do not change the Unit Bid Price and Amount Bid for the pay item. Determine the Bid Total for each specific individual Schedule of Work by adding the amounts of the listed items and show in the block provided for that individual Schedule of Work. In case of multiplication errors, the Amount Bid for the item will be based on the Unit Bid Price.

To be eligible for award, bidders must submit prices for each pay item.

Review Subsection 109.05 of the FP (standard specifications book) regarding scope of payment for direct and indirect payment work.

Fill in the **Bid Total(s)** for each individual Schedule of Work as directed on the **Bid Summary** page. Fill in the **Evaluation Total Price of Project** in the space provided on the **Bid Summary** page.

The amount in Block 17 of the SF 1442 should be completed as follows:

Schedule A - \$.

Schedule B - \$.

Schedule C - \$.

SCHEDULES OF WORK

The Bid Schedule is comprised of the following separate schedules and options:

Schedule A (Base Contract) - Pages B-1 through B-2

Schedule B (Base Contract) - Pages B-3 through B-4

Schedule C (Government Option 1) - Page B-5

The Government will award the project as a Base Contract (Schedules A and B) with the option to award Schedule C (Government Option 1); see FAR Provisions 52.217-4 and 52.217-5.

The purpose of the multiple schedules and options is to give the Government maximum flexibility in completing the project in a timely manner and at a cost-effective price by proper utilization of programmed funds and upon receipt of any additional funds required to award the contract. **If complete funding is in place at the time of award of Schedule A and B (Base Contract), the Government may award Schedule C (Government Option 1) at that time. If additional funding is required for the award of Schedule C (Government Option 1), and is received after the award of Schedules A and B (Base Contract), the Government has the right to exercise Schedule C (Government Option 1) at the unit prices bid according to the following schedule:**

Schedule C (Government Option 1): No later than the contract completion date for Schedules A and B (Base Contract).

COMPLETION OF WORK

The Government has estimated the number of calendar days necessary to complete all work from the effective date of the Notice to Proceed to contract completion for the various award scenarios. The maximum number of calendar days allowed (i.e., the contract performance period) is shown in Block 11 of the SF-1442 and described below.

If the Government awards the contract as Schedules A + B + C, the performance period to complete all work will be 120 calendar days.

If the Government awards the contract as Schedules A + B only, the performance period to complete all Schedule A and B work will be 118 calendar days and will start on the effective date of Schedule A and B's Notice to Proceed.

If Schedule C (Government Option 1) is exercised after the award of the original contract, the performance period to complete all Schedule C work will be 40 calendar days and will start on the effective date of Schedule C's Notice to Proceed.

Construction activities that require Paradise Hill Road to be closed must be completed no later than May 28, 2027.

In developing a construction schedule to determine the number of calendar days, the Government considered and included the work limitations shown in Sections 108 and 156 of the FP and Special Contract Requirements (SCRs). Specific work limitations may be (but are not limited to): National legal holidays, weekends, rush hours, night work, specified no work periods, work or traffic control phasing, etc. The Government also considered those work items that are weather sensitive and when those work items will be performed. Specific work items are (but not limited to): those that require a minimum ambient air temperature (asphalt paving and surface treatment, pavement striping, stone masonry, etc.); those that require maintaining a minimum surface temperature (concrete pavement, structural concrete, painting, etc.); and those that have specific planting seasons (turf establishment, sod, trees, plants, etc.). The Government also considered time required for preparing material and drawing submittals, and the allowable Government review times for those submittals (Subsection 104.03 of the FP and SCRs).

BASIS FOR AWARD

The contract will be awarded to the responsive, responsible bidder with the lowest **Evaluation Total Price of Project**, which is defined as:

Schedule A (Base Contract) Bid Total +
Schedule B (Base Contract) Bid Total +
Schedule C (Government Option 1) Bid Total +

BID SCHEDULE

Project No : ME NP ACAD BRG(2)
Project Name : Repair Maine Route 233, Paradise Hill and Frazer Creek Bridges

Schedule : A
Schedule Type : Base

AMD#	Line Item Number	Pay Item Number	Description	Supplemental Description	Quantity	Unit	Unit Price	Amount
	A1000	15101-0000	MOBILIZATION		ALL	LPSM		
	A1010	15201-0000	CONSTRUCTION SURVEY AND STAKING		ALL	LPSM		
	A1020	15401-0000	CONTRACTOR TESTING		ALL	LPSM		
	A1030	15705-1400	SOIL EROSION CONTROL, FIBER ROLL		240.000	LNFT		
	A1040	20103-0000	CLEARING AND GRUBBING		380.000	SQYD		
	A1050	20303-1600	REMOVAL OF PAVEMENT, ASPHALT		385.000	SQYD		
	A1060	20401-0000	ROADWAY EXCAVATION		25.000	CUYD		
	A1070	20701-1000	SEPARATION GEOTEXTILE, WOVEN		595.000	SQYD		
	A1080	20801-0000	STRUCTURE EXCAVATION	(EARTH FILLED ARCH FRAME, 1700-010P)	1,220.000	CUYD		
	A1090	20803-0000	STRUCTURAL BACKFILL	(#57 STONE, 1700-010P)	1,180.000	CUYD		
	A1100	20803-0000	STRUCTURAL BACKFILL	(1700-010P)	40.000	CUYD		
	A1110	30101-4000	AGGREGATE BASE GRADING C OR D		180.000	TON		
	A1120	31302-0400	AGGREGATE-TOPSOIL COURSE, 4-INCH DEPTH		150.000	SQYD		
	A1130	40301-0100	ASPHALT CONCRETE PAVEMENT, TYPE 1		130.000	TON		
	A1140	41202-0000	TACK COAT		35.000	GAL		
	A1150	55901-1000	MEMBRANE WATERPROOFING, SPRAY-APPLIED		335.000	SQYD		
	A1160	57201-0000	REPAIR CONCRETE	(TOP OF DECK, 1700-010P)	70.000	SQYD		
	A1170	57210-0000	CLEAN AND RESEAL JOINTS	(BACKER ROD AND JOINT SEALANT, 1700-010P)	100.000	LNFT		
	A1180	60706-0000	CLEANING DRAINAGE STRUCTURE	(BURIED WEEP HOLES, 1700-010P)	3.000	EACH		
	A1190	62030-0000	REPOINT STONE MASONRY	(PARAPETS AND WINGWALLS, 1700-010P)	1,805.000	LNFT		
	A1200	62035-0000	CLEAN STONE MASONRY SURFACES	(REMOVE EFFLORESCENCE, 1700-010P)	60.000	SQYD		
	A1210	62401-0300	PROVIDING AND PLACING TOPSOIL, 4-INCH DEPTH		405.000	SQYD		
	A1220	62502-0000	TURF ESTABLISHMENT		555.000	SQYD		

	A1230	63401-0300	PAVEMENT MARKINGS, TYPE B, SOLID		315.000	LNFT		
	A1240	63502-1300	TEMPORARY TRAFFIC CONTROL, DRUM		3.000	EACH		
	A1250	63502-2000	TEMPORARY TRAFFIC CONTROL, PORTABLE CHANGEABLE MESSAGE SIGN		2.000	EACH		
	A1260	63503-0300	TEMPORARY TRAFFIC CONTROL, BARRICADE TYPE 3		280.000	LNFT		
	A1270	63504-1000	TEMPORARY TRAFFIC CONTROL, CONSTRUCTION SIGN		330.000	SQFT		
	A1280	63701-0000	FIELD OFFICE		1.000	EACH		

Submitted By:

Schedule Total:

BID SCHEDULE

Project No : ME NP ACAD BRG(2)
Project Name : Repair Maine Route 233, Paradise Hill and Frazer Creek Bridges

Schedule : B
Schedule Type : Option

AMD#	Line Item Number	Pay Item Number	Description	Supplemental Description	Quantity	Unit	Unit Price	Amount
	B1000	15101-0000	MOBILIZATION		ALL	LPSM		
	B1010	15201-0000	CONSTRUCTION SURVEY AND STAKING		ALL	LPSM		
	B1020	15401-0000	CONTRACTOR TESTING		ALL	LPSM		
	B1030	15705-1400	SOIL EROSION CONTROL, FIBER ROLL		185.000	LNFT		
	B1040	20103-0000	CLEARING AND GRUBBING		520.000	SQYD		
	B1050	20303-1600	REMOVAL OF PAVEMENT, ASPHALT		305.000	SQYD		
	B1060	20401-0000	ROADWAY EXCAVATION		65.000	CUYD		
	B1070	20701-1000	SEPARATION GEOTEXTILE, WOVEN		520.000	SQYD		
	B1080	20801-0000	STRUCTURE EXCAVATION	(EARTH FILLED ARCH, 1700-020P)	1,390.000	CUYD		
	B1090	20803-0000	STRUCTURAL BACKFILL	(#57 STONE, 1700-020P)	1,360.000	CUYD		
	B1100	20803-0000	STRUCTURAL BACKFILL	(1700-020P)	30.000	CUYD		
	B1110	30101-4000	AGGREGATE BASE GRADING C OR D		145.000	TON		
	B1120	31302-0400	AGGREGATE-TOPSOIL COURSE, 4-INCH DEPTH		165.000	SQYD		
	B1130	40301-0100	ASPHALT CONCRETE PAVEMENT, TYPE 1		105.000	TON		
	B1140	41202-0000	TACK COAT		30.000	GAL		
	B1150	55901-1000	MEMBRANE WATERPROOFING, SPRAY-APPLIED	(EARTH FILLED ARCH, 1700-020P)	350.000	SQYD		
	B1160	57201-0000	REPAIR CONCRETE	(TOP OF DECK, 1700-020P)	100.000	SQYD		
	B1170	60706-0000	CLEANING DRAINAGE STRUCTURE	(BURIED WEEP HOLES, 1700-020P)	4.000	EACH		
	B1180	62030-0000	REPOINT STONE MASONRY	(PARAPETS AND WINGWALLS, 1700-020P)	2,850.000	LNFT		
	B1190	62035-0000	CLEAN STONE MASONRY SURFACES	(REMOVE EFFLORESCENCE, 1700-020P)	60.000	SQYD		
	B1200	62401-0300	PROVIDING AND PLACING TOPSOIL, 4-INCH DEPTH		620.000	SQYD		
	B1210	62502-0000	TURF ESTABLISHMENT		785.000	SQYD		
	B1220	63401-0300	PAVEMENT MARKINGS, TYPE B, SOLID		265.000	LNFT		

	B1230	63502-1300	TEMPORARY TRAFFIC CONTROL, DRUM		22.000	EACH		
	B1240	63503-0700	TEMPORARY TRAFFIC CONTROL, PAVEMENT MARKINGS		75.000	LNFT		
	B1250	63503-0800	TEMPORARY TRAFFIC CONTROL, PAVEMENT MARKING REMOVAL		75.000	LNFT		
	B1260	63504-1000	TEMPORARY TRAFFIC CONTROL, CONSTRUCTION SIGN		95.000	SQFT		

Submitted By:

Schedule Total:

BID SCHEDULE

Project No : ME NP ACAD BRG(2)
Project Name : Repair Maine Route 233, Paradise Hill and Frazer Creek Bridges

Schedule : C
Schedule Type : Option

AMD#	Line Item Number	Pay Item Number	Description	Supplemental Description	Quantity	Unit	Unit Price	Amount
	C1000	15101-0000	MOBILIZATION		ALL	LPSM		
	C1010	15401-0000	CONTRACTOR TESTING		ALL	LPSM		
	C1020	15705-1400	SOIL EROSION CONTROL, FIBER ROLL		20.000	LNFT		
	C1030	25102-0200	PLACED RIPRAP, CLASS 2		11.000	TON		
	C1040	41401-2000	CRACKS, CLEANING AND SEALING		110.000	LNFT		
	C1050	55311-0100	POST-TENSIONING ANCHORAGE REPAIR	(REPAIR PEDESTRIAN BRIDGE POST-TENSION GROUT POCKETS, 1700-025P)	7.000	EACH		
	C1060	57201-0000	REPAIR CONCRETE	(ISOLATED LOCATION, 1700-025P)	1.000	SQYD		
	C1070	57210-0000	CLEAN AND RESEAL JOINTS	(BACKER ROD AND JOINT SEALANT, 1700-025P)	90.000	LNFT		
	C1080	63502-1300	TEMPORARY TRAFFIC CONTROL, DRUM		22.000	EACH		
	C1090	63503-0700	TEMPORARY TRAFFIC CONTROL, PAVEMENT MARKINGS		75.000	LNFT		
	C1100	63503-0800	TEMPORARY TRAFFIC CONTROL, PAVEMENT MARKING REMOVAL		75.000	LNFT		
	C1110	63504-1000	TEMPORARY TRAFFIC CONTROL, CONSTRUCTION SIGN		95.000	SQFT		

Submitted By:

Schedule Total:

BID SUMMARY
Project ME NP ACAD BRG(2)

(1) Schedule A (Base Contract) BID Total (from Page B-2) = (1) \$ _____

(2) Schedule B (Base Contract) BID Total (from Page B-4) = (2) \$ _____

(3) Schedule C (Government Option 1) BID Total (from Page B-5) = (3) \$ _____

=====

Total Price of Project (for evaluation purposes only)

EVALUATION TOTAL PRICE OF PROJECT = (1) + (2) + (3) \$ _____

Maximum Time Allowed for the Contract if Schedules A, B, and C are Awarded at the Same Time:

If the Government awards the contract as Schedules A + B + C, the performance period to complete all contract work will be 120 calendar days.

Maximum Time Allowed for Each Schedule of Work if Awarded Separately:

If the Government awards the contract as Schedules A and B only, the performance period to complete all Schedule A and B work will be 118 calendar days and will start on the effective date of Schedule A and B's Notice to Proceed.

If Schedule C (Government Option 1) is exercised after the award of the original contract, the performance period to complete all Schedule C work will be 40 calendar days and will start on the effective date of Schedule C's Notice to Proceed.

Bid Bond (See Instructions on Page 3)		Date Bond Executed (Must Not Be Later Than Bid Opening Date)	OMB Control Number: 9000-0001 Expiration Date: 1/31/2027
Principal (Legal Name And Business Address)		Type Of Organization ("X" One) ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ Other (Specify)	
		State Of Incorporation	
Surety(ies) (Name And Business Address)			

Penal Sum Of Bond					Bid Identification	
Percent Of Bid Price	Amount Not To Exceed				Bid Date	Invitation Number
	Million(s)	Thousand(s)	Hundred(s)	Cents		
					For (Construction, Supplies Or Services)	

Obligation:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has submitted the bid identified above.

Therefore:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the Principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the Surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

Witness:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

Principal

Signature(s)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
Name(s) And Title(s) (Typed)	1.	2.	3.	

Individual Surety(ies)

Signature(s)	1. (Seal)	2. (Seal)
Name(s) (Typed)	1.	2.

Corporate Surety(ies)

Surety A	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety B	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety C	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety D	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Surety E	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety F	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety G	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Instructions

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed [Affidavit of Individual Surety \(Standard Form 28\)](#) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

CONTRACT CLAUSES INDEX
FEDERAL ACQUISITION REGULATION (FAR) TRANSPORTATION ACQUISITION REGULATION (TAR)
(Updated thru FAC 2026-01 on 3/13/2026)

52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address: www.acquisition.gov

(End of Clause)

FAR & TAR CLAUSES INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE	REMARKS
52.202-1	DEFINITIONS	Jun-20	
52.203-3	GRATUITIES	Apr-84	
52.203-5	COVENANT AGAINST CONTINGENT FEES	May-14	
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	Jun-20	
52.203-7	ANTI-KICKBACK PROCEDURES	Jun-20	
52.203-8	CANCEL & RECOVER OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	May-14	
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	May-14	
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	Jun-20	
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	Nov-21	
52.203-14	DISPLAY OF HOTLINE POSTER(S)	Nov-21	
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (DEVIATION NOV 2025)	Jun-20	Contractor Mandatory Internet Data Input
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS (DEVIATION NOV 2025)	Oct-16	Contractor Mandatory Internet Data Input
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEVIATION NOV 2025)	Jan-25	
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	Jan-25	
52.209-11	REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW	Feb-16	
52.214-26 ALT 1	AUDIT AND RECORDS -- SEALED BIDDING (ALT 1 - (MAR 09)) (DEVIATION OCT 2025)	Jun-20	
52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING	Jun-20	
52.214-28	SUBCONTRACTOR COST OR PRICE DATA -- MODIFICATIONS--SEALED BIDDING (DEVIATION OCT 2026)	Aug-20	
52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING	Jan-86	
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	Apr-91	
52.214-35	SUBMISSION OF OFFERS IN THE U.S. CURRENCY	Apr-91	
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	Nov-20	
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	Jan-25	
52.219-14	LIMITATIONS ON SUBCONTRACTING	Sep-21	
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	Sep-21	
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	Jan-25	
52.219-33	NONMANUFACTURER RULE	Sep-21	
52.222-3	CONVICT LABOR	Jun-03	
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS -- OVERTIME COMPENSATION	May-18	
52.222-5	CONSTRUCTION WAGE RATE REQUIREMENTS - SECONDARY SITE OF THE WORK	May-14	

CONTRACT CLAUSES INDEX
FEDERAL ACQUISITION REGULATION (FAR) TRANSPORTATION ACQUISITION REGULATION (TAR)
(Updated thru FAC 2026-01 on 3/13/2026)

52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	Aug-18	Contractor Mandatory Wage Rates Posting
52.222-7	WITHHOLDING OF FUNDS	May-14	
52.222-8	PAYROLLS AND BASIC RECORDS	Jul-21	Contractor Weekly Payroll Submittals
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	Feb-88	
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	May-14	
52.222-12	CONTRACT TERMINATION -- DEBARMENT	May-14	
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	May-14	
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	Feb-88	
52.222-15	CERTIFICATION OF ELIGIBILITY	May-14	
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	Mar-26	
52.222-32	CONSTRUCTION WAGE RATE REQUIREMENTS - PRICE ADJUSTMENT (ACTUAL METHOD)	Aug-18	
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, & OTHER ELIGIBLE VETERANS	Jun-20	
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	Jun-20	
52.222-37	EMPLOYMENT REPORTS ON VETERANS	Jun-20	
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	Mar-15	
52.222-50	COMBATING TRAFFICKING IN PERSONS	Oct-25	
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	Jan-25	
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	Jan-22	
52.223-2	REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEVIATION XXX 2025)	May-24	http://www.biopreferred.gov
52.223-5	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION	May-24	
52.223-23	SUSTAINABLE PRODUCTS AND SERVICES (DEVIATION XXX 2025)	May-24	
52.226-7	DRUG-FREE WORKPLACE	May-24	
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	May-24	
52.227-1	AUTHORIZATION AND CONSENT	Jun-20	
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	Jun-20	
52.227-4	PATENT INDEMNITY-CONSTRUCTION CONTRACTS	Dec-07	
52.227-14	RIGHTS IN DATA - GENERAL	May-14	
52.227-17	RIGHTS IN DATA - SPECIAL WORKS	Dec-07	
52.228-2	ADDITIONAL BOND SECURITY	Oct-97	Contractor Submittal Requirement
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	Jan-97	
52.228-11	INDIVIDUAL SURETY - PLEDGES OF ASSETS	Feb-21	
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	Dec-22	
52.228-14	IRREVOCABLE LETTER OF CREDIT	Nov-14	Contractor Submittal Requirement
52.228-17	INDIVIDUAL SURETY - PLEDGE OF ASSETS BID GUARANTEE	Feb-21	
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	Feb-13	
52.230-2	COST ACCOUNTING STANDARDS	Jun-20	
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	Aug-20	
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	Jun-10	Contractor Submittal Requirement
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	May-14	
52.232-13	NOTICE OF PROGRESS PAYMENTS	Apr-84	
52.232-16	PROGRESS PAYMENT	Nov-21	
52.232-17	INTEREST	May-14	
52.232-18	AVAILABILITY OF FUNDS	Apr-84	
52.232-23	ASSIGNMENT OF CLAIMS	May-14	
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	Jan-17	
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT	Oct-18	

CONTRACT CLAUSES INDEX
FEDERAL ACQUISITION REGULATION (FAR) TRANSPORTATION ACQUISITION REGULATION (TAR)
(Updated thru FAC 2026-01 on 3/13/2026)

52.232-39	UNINFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	Jun-13	
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	Mar-23	
52.233-1 ALT 1	DISPUTES (ALT-1, DEC-91)	May-14	
52.233-3	PROTEST AFTER AWARD	Aug-96	
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	Oct-04	
52.236-2	DIFFERING SITE CONDITIONS (DEVIATION AUG 2025)	Apr-84	
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (DEVIATION AUG 2025)	Apr-84	
52.236-5	MATERIAL AND WORKMANSHIP (DEVIATION AUG 2025)	Apr-84	
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (DEVIATION AUG 2025)	Apr-84	
52.236-7	PERMITS AND RESPONSIBILITIES (DEVIATION AUG 2025)	Nov-91	
52.236-8	OTHER CONTRACTS (DEVIATION AUG 2025)	Apr-84	
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES & IMPROVEMENTS (DEVIATION AUG 2025)	Apr-84	
52.236-10	OPERATIONS AND STORAGE AREAS (DEVIATION AUG 2025)	Apr-84	
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (DEVIATION AUG 2025)	Apr-84	
52.236-12	CLEANING UP (DEVIATION AUG 2025)	Apr-84	
52.236-13	ACCIDENT PREVENTION (DEVIATION AUG 2025)	Nov-91	Contractor Submittal Requirement
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (DEVIATION AUG 2025)	Apr-84	
52.236-17	LAYOUT OF WORK (DEVIATION AUG 2025)	Apr-84	
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (DEVIATION AUG 2025)	Feb-97	
52.240-92 ALT II	SECURITY REQUIREMENTS	Sep-25	
52.242-13	BANKRUPTCY	Jul-95	
52.242-14	SUSPENSION OF WORK	Apr-84	
52.243-4	CHANGES (DEVIATION (JUL 2025)	Jun-07	
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION XXX 2025)	Oct-25	
52.245-1	GOVERNMENT PROPERTY	Sep-21	
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	Apr-12	
52.246-12	INSPECTION OF CONSTRUCTION	Aug-96	
52.249-2 ALT 1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (ALT-I, Sep-96)	Apr-12	
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	Apr-84	
52.253-1	COMPUTER GENERATED FORMS	Jan-91	
	TAR CLAUSES INCORPORATED BY REFERENCE		
1252.211-70	INDEX FOR SPECIFICATIONS	Nov-22	
1252.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	Nov-22	
1252.228-74	NOTIFICATION OF PAYMENT BOND PROTECTION	Nov-22	
	FAR & TAR PROVISIONS INCORPORATED BY REFERENCE		
52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	Apr-84	
52.217-4	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD	Jun-88	
52.217-5	EVALUATION OF OPTIONS	Jul-90	

CONTRACT CLAUSES INDEX
FEDERAL ACQUISITION REGULATION (FAR) TRANSPORTATION ACQUISITION REGULATION (TAR)
(Updated thru FAC 2026-01 on 3/13/2026)

FAR & TAR CLAUSES INCORPORATED BY FULL TEXT

CLAUSE	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTELBLOWER RIGHTS	Nov-23	G	GEN'L CONTRACT REQS.	
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS - REPRESENTATION	Jan-17	G	GEN'L CONTRACT REQS.	
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	Jan-17	G	GEN'L CONTRACT REQS.	
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (DEVIATION NOV 2025)	Nov-25	G	GEN'L CONTRACT REQS.	Contractor Mandatory Internet Data Input
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	Oct-18	G	GEN'L CONTRACT REQS.	
52.211-12	LIQUIDATED DAMAGES - CONSTRUCTION	Sep-00	H	CONSTR. CONTRACTS REQS	Government Fill In
52.217-7	OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM	Mar-89	H	CONSTR. CONTRACTS REQS	Government Fill In
52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS	Apr-26	G	GEN'L CONTRACT REQS.	
52.223-3 ALT I	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (ALT-I, JUL-95)	Feb-21	G	GEN'L CONTRACT REQS.	Contractor Submittal Reqs
52.223-4	RECOVERED MATERIAL CERTIFICATION	May-08	G	GEN'L CONTRACT REQS.	Contractor Submittal Reqs
52.223-9	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGN ITEMS	May-08	G	GEN'L CONTRACT REQS.	Contractor Reporting Reqs
52.225-9	BUY AMERICAN - CONSTRUCTION MATERIALS	May-26	F	SOCIOECON PROG REQS	Govt & Contractor Fill In
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION	Jun-20	G	GEN'L CONTRACT REQS.	Contractor Submittal Reqs
52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS	Sep-25	G	GEN'L CONTRACT REQS.	
52.240-93	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	Sep-25	G	GEN'L CONTRACT REQS.	
52.248-3 Alt 1	VALUE ENGINEERING - CONSTRUCTION (ALT -I APR-84)	Oct-25	H	GEN'L CONTRACT REQS.	Contractor Submittal Reqs
	TAR CLAUSES INCORPORATED BY FULL TEXT				
1252.232-70	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (Deviation 8-25) AMENDMENT 01	Nov-22	G	GEN'L CONTRACT REQS.	
FAR PT 22.9	NONDISCRIMINATION BECAUSE OF AGE POLICY	Feb-64	F	SOCIOECON PROG REQS	Executive Order 11141-Not A Clause

CONTRACT CLAUSES INDEX
FEDERAL ACQUISITION REGULATION (FAR) TRANSPORTATION ACQUISITION REGULATION (TAR)
(Updated thru FAC 2026-01 on 3/13/2026)

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. 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 the 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 address: www.acquisition.gov
(End of Clause)

FAR & TAR PROVISIONS INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE	REMARKS
52.209-13	VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION	Nov-21	
52.214-3	AMENDMENTS TO INVITATIONS FOR BIDS	Dec-89	
52.214-4	FALSE STATEMENTS IN BIDS	Apr-84	
52.214-5	SUBMISSION OF BIDS (DEVIATION OCT 2026)	Mar-97	
52.214-6	EXPLANATION TO PROSPECTIVE BIDDERS	Apr-84	
52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (DEVIATION OCT 2025)	Nov-99	
52.214-18	PREPARATION OF BIDS -- CONSTRUCTION	Apr-84	
52.214-19	CONTRACT AWARD -- SEALED BIDDING -- CONSTRUCTION	Aug-96	
52.219-1	SMALL BUSINESS PROGRAM REPRESENTATION	Feb-24	
52.219-2	EQUAL LOW BIDS	Oct-95	

CONTRACT CLAUSES INDEX
FEDERAL ACQUISITION REGULATION (FAR) TRANSPORTATION ACQUISITION REGULATION (TAR)
(Updated thru FAC 2026-01 on 3/13/2026)

FAR PROVISIONS INCORPORATED BY FULL TEXT

PROVISION	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	Sep-24	F		
52.204-7	SYSTEM FOR AWARD MANAGEMENT (DEVIATION NOV 2025)	Nov-25	D	REPS & CERTIFICATIONS	Contractor Mandatory Internet Data Input
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	Aug-20	K		
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	Oct-18	K		
52.211-4	AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN GSA INDEX OF FEDERAL SPECIFICATION, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS	Jun-88	E	INSTRUCTIONS TO BIDDERS	Government Fill In
52.216-1	TYPE OF CONTRACT	Apr-84	E	INSTRUCTIONS TO BIDDERS	Government Fill In
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	Feb-16	K		Contractor Annual Mandatory Reporting Requirement
52.225-10 ALT I	NOTICE OF BUY AMERICAN REQUIREMENT - CONSTRUCTION MATERIAL (ALT 1 MAY-14)	May-26	F	SOCIOECON PROG REQS	
52.228-1	BID GUARANTEE	Sep-96	E	INSTRUCTIONS TO BIDDERS	Contractor Submittal Reqs
52.233-2	SERVICE OF PROTEST	Sep-06	E	INSTRUCTIONS TO BIDDERS	Government Fill In
52.240-90	SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS	9/9/2025	D	REPS & CERTIFICATIONS	
	OTHER PROVISIONS INCORPORATED BY FULL TEXT				
36.101-4	DISTRIBUTION OF ADVANCE NOTICES AND SOLICITATIONS	Aug-25	H	CONSTR. CONTRACTS REQS	

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION PROVISIONS (Updated through FAC 2026-01)

REPRESENTATIONS AND CERTIFICATIONS

Annual Representations and Certifications:

In accordance with Federal Acquisition Regulation (FAR) 52.204-7 (DEVIATION NOV 2025), prospective contractors shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer in response to this solicitation and at the time of award. In accordance with FAR 52.204-13 (DEVIATION NOV 2025), contractors shall maintain an active Federal Government contracts registration in SAM during contract performance and through final payment under a contract. To maintain an active registration in SAM, contractors shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete. To register in SAM, go to <https://www.sam.gov>.

Vets4212 Form must also be filled-in online at <http://www.dol.gov/vets/vets4212.htm> in accordance with FAR Clause 52.222-37.

CONTRACTORS ARE NOT ELIGIBLE FOR AWARD WITHOUT COMPLETING THESE REQUIREMENTS.

52.204-7 System for Award Management—Registration (DEVIATION NOV 2025)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to <https://www.sam.gov>. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

(a) Definitions. As used in this provision—

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control

include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.

(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:

(1) *Unique entity identifier (UEI)*.

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to <https://www.sam.gov> for instructions on obtaining a UEI.

(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.

(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) *Commercial and Government Entity (CAGE) code*.

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a “doing business as” name) for—

(A) Itself;

(B) Its immediate owner(s), if any;

(C) Its highest-level owner, if any; and

(D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION PROVISIONS (Updated through FAC 2026-01)

REPRESENTATIONS AND CERTIFICATIONS

CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to <https://cage.dla.mil/>.

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is...	Then...	
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)	Alt I with its Alternate I 2024
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://portal.nspa.nato.int/AC135Public/secure/CageList.aspx)	52.219-1 Alt II Small Business Program Representations, with its Alternate II Mar 2023 52.226-2 Historically Black College or University and Minority Institution Representation Oct 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information.* The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

(c) *Representations and certifications.*

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024
52.219-1	Small Business Program Representations,	Feb

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Sep 2025)

(a) *Definitions.* As used in this provision—

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION

ACQUISITION REGULATION PROVISIONS

(Updated through FAC 2026-01)

REPRESENTATIONS AND CERTIFICATIONS

Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures.*

(1) *Covered telecommunications and video surveillance.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(2) *FASCSA Orders.*

- (i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
- (ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
- (iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations.* By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror’s possession but does not need to include an internal or third-party audit)—

- (1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and
- (2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, excepts waived by the solicitation, or as disclosed in

paragraph (g). A reasonable inquiry will look at any information in the offeror’s possession but does not need to include an internal or third-party audit.

(e) *Sudan certification.* By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror’s possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications.*

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror’s possession but does not need to include an internal or third-party audit), by submission of its offer—

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran’s ability to acquire or develop certain weapons or technologies; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$10,000 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION PROVISIONS (Updated through FAC 2026-01)

REPRESENTATIONS AND CERTIFICATIONS

pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure.*

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at <https://dibnet.dod.mil>.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures.* The Contracting Officer will review disclosures provided in paragraph (g) to

determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

(End of Section D)

FEDERAL ACQUISITION REGULATION & TRANSPORTATION ACQUISITION REGULATION PROVISIONS INSTRUCTIONS TO BIDDERS (Updated through FAC 2026-01)

52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (Jun 1988)

The specifications cited in this solicitation are not available for distribution. However, they may be examined at the following location(s):

All documents are available for direct download from the following website: <https://sam.gov/>.

(End of Provision)

52.216-1 TYPE OF CONTRACT (Apr 1984)

The Government contemplates award of a **firm-fixed-price** contract resulting from this solicitation.

(End of Provision)

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 **\$3,000,000.00**, 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. **(End of Provision)**

52.233-2 SERVICE OF PROTEST (Sep 2006)

a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the

Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION
QUANTUM PARK
22001 LOUDOUN COUNTY PARKWAY
SUITE E2-3-300
ASHBURN, VA 20147**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

PROJECT SITE VISIT POINT OF CONTACT INFORMATION:

The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are highly encouraged to inspect the site where the work will be performed.

Site visits may be arranged during normal duty hours by contacting:

**Name: Mr. Keith Johnston
Chief of Facility Management
Acadia National Park**

Telephone: 207-288-8750

Email: keith_johnston@nps.gov

**Address: National Park Service
P.O. Box 177
Bar Harbor, ME 04609-0177**

Site visit point of contact is not available for answering any questions.

Please send all questions concerning construction projects to eflhd.contracts@dot.gov. Include the solicitation number, project name, number, requesting firm, address, a point of contact and telephone number.

(End of Section E)

**FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION
REGULATION CLAUSES SOCIOECONOMIC PROGRAM REQUIREMENTS
(Updated through FAC 2026-01)**

**FAR SUBPART 22.9 - NONDISCRIMINATION
BECAUSE OF AGE POLICY (FEB 64)**

22.901 Policy. Executive Order 11141, February 12, 1964 (29 CFR 2477), states that the Government policy is as follows:

(a) Contractors and subcontractors shall not, in connection with employment, advancement, or discharge of employees, or the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

(b) Contractors and subcontractors, or persons acting on their behalf, shall not specify in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

(c) Agencies will bring this policy to the attention of contractors. The use of contract clauses is not required.

(End of Policy Statement)

**52.203-11 -- Certification and Disclosure Regarding
Payments to Influence Certain Federal Transactions
(SEP 2024)**

As prescribed in [3.808](#)(a), insert the following provision:

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no 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 on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror

shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalties.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(End of Provision)

**52.225-9 -- Buy American--Construction Materials
(May 2026)**

(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

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES SOCIOECONOMIC PROGRAM REQUIREMENTS (Updated through FAC 2026-01)

(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 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 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. (See FAR [12.505\(a\)\(2\)](#)). 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:

_____/Contracting Officer to list applicable excepted materials or indicate "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

**FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION
REGULATION CLAUSES SOCIOECONOMIC PROGRAM REQUIREMENTS
(Updated through FAC 2026-01)**

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 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

(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.

(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)*

Item1:

Foreign construction material

Domestic construction material

Item2:

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.]

**FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION
REGULATION CLAUSES SOCIOECONOMIC PROGRAM REQUIREMENTS
(Updated through FAC 2026-01)**

(End of Clause)

**52.225-10 -- Notice of Buy American Requirement—
Construction Materials (May 2026)**

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American--Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based

on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of Provision)

Alternate I (May 2014). As prescribed in [25.1102](#)(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

MINIMUM WAGE SCHEDULE

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

Executive Order 14026 (Increasing the Minimum Wage for Federal Contractors) was rescinded on March 14, 2025. Consult with the Department of Labor for guidance related to the wage determinations.

General Decision Number: ME20260036 05/18/2026

State: **Maine**

Construction Types: **Highway**

Counties: Maine Counties of
Hancock

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ENGI0004-005 04/01/2025

Rates

Fringes

POWER EQUIPMENT OPERATOR: GRADER/BLADE, MILLING
MACHINE, PAVER (ASPHALT, AGGREGATE, AND CONCRETE),
ROLLER ASPHALT.....\$ 30.17
13.80

SUME2014-031 06/23/2017

Rates

Fringes

TRUCK DRIVER: TACKTRUCK.....\$ 18.82
8.29
TRUCK DRIVER: DUMP TRUCK.....\$ 15.64
4.83

TRAFFIC CONTROL: LABORER-CONES/
 BARRICADES/BARRELS - SETTER/MOVER/SWEEPER.....\$ 17.48
 5.37
 TRAFFIC CONTROL: FLAGGER.....\$ 9.00
 0.00
 OPERATOR: ROLLER (EARTH).....\$ 15.81
 1.72
 OPERATOR: SCREED.....\$ 18.82
 4.75
 OPERATOR: MECHANIC.....\$ 22.30
 8.71
 OPERATOR: LOADER.....\$ 17.79
 5.88
 OPERATOR: BULLDOZER.....\$ 16.58
 2.89
 OPERATOR: BROOM/SWEEPER.....\$ 16.52
 6.38
 OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....\$ 20.36
 5.06
 OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....\$ 14.91
 3.28
 LABORER: WHEELMAN.....\$ 15.40
 3.01
 LABORER: COMMON OR GENERAL.....\$ 13.03
 2.07
 LABORER: ASPHALT, INCLUDES RAKER, SHOVELER,
 SPREADER AND DISTRIBUTOR.....\$ 13.97
 3.14
 IRONWORKER, REINFORCING.....\$ 16.27
 0.00
 HIGHWAY/PARKING LOT STRIPING: LABORER.....\$ 14.24
 2.06
 CARPENTER, INCLUDES FORM WORK.....\$ 18.34
 2.84

WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours
 they work, up to 56 hours of paid sick leave each year.
 Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than □SU□, □UAVG□, □SA□, or □SC□ denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The □SU□ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the

year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

□SU□ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The □SA□ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the □SA□ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210.

=====

END OF GENERAL DECISION

**FEDERAL ACQUISITION REGULATION AND
TRANSPORTATION ACQUISITION REGULATION CLAUSES
GENERAL CONTRACT REQUIREMENTS
(Updated through FAC 2026-01)**

**52.203-17 - Contractor Employee Whistleblower Rights
(Nov 2023)**

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at [41 U.S.C. 4712](#) and Federal Acquisition Regulation (FAR) [3.900](#) through [3.905](#).
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 U.S.C. 4712](#), as described in FAR [3.900](#) through [3.905](#).
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.
- (End of clause)**

52.203-18 - Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)

- (a) *Definition.*
“Internal confidentiality agreement or statement,” “subcontract,” and “subcontractor,” as used in this provision, are defined in the clause at [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.
- (b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).
- (End of provision)**

52.203-19 - Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

- (a) *Definitions.* As used in this clause—
“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.
“Subcontract” means any contract as defined in [subpart 2.1](#) entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
“Subcontractor” means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.
- (b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).
- (c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.
- (d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

52.204-13 System for Award Management—Maintenance (DEVIATION NOV 2025)

(a) *Definitions.* As used in this clause—

Commercial and Government Entity code means—

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as “CAGE code”); or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as “NCAGE code”).

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Active registration.*

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at <https://www.sam.gov> during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government’s reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) *Novation and change-of-name agreements.*

(1) If the Contractor has legally changed its business name or “doing business as” name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to —

- (i) Change the legal business name in SAM;
- (ii) Comply with the requirements of FAR part 42; and
- (iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with its written notification sufficient documentation to support the legally changed name.

(2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(d) *Assignees.*

(1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.

(2) Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the “Suspension of Payment” paragraph of the EFT clause of this contract.

(e) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

52.209-9 – Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov/>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor’s record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the

Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.222-90 – Addressing DEI Discrimination by Federal Contractors (APR 2026) (DEVIATION APR 2026)
As prescribed in FAR 22.2203:

(a) *Definitions.* As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities.

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause.

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts.

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer.

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, for which the place of delivery or performance is in the United States.

(End of clause)

52.223-3 - Hazardous Material Identification and Material Safety Data (Feb 2021) Alt I (Jul 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
None	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they

may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document, which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of Clause)

52.223-4 - Recovered Material Certification (May 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

(End of Clause)

52.223-9 - Estimate of Percentage of Recovered Material Content for EPA-Designated Products (May 2008)

(a) *Definitions.* As used in this clause—

“Post consumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post consumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance,

including, if applicable, the percentage of post consumer material content; and

(2) Submit this estimate to:

**Federal Highway Administration
Eastern Federal Lands Highway Division
ATTN: Contracting Officer
Quantum Park
22001 Loudoun County Parkway
Suite E2-3-300
Ashburn, VA 20147**

(End of Clause)

52.228-15 - Performance and Payment Bonds – Construction (Jun 2020)

(a) *Definitions.* As used in this clause --

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance Bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management Service

Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782

Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of Clause)

52.240-91 Security Prohibitions and Exclusions (Sep 2025)

(a) *Definitions.* As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at <https://www.sam.gov> (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:
(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of

National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g. Connecting a customer of telephone provider A to a customer of telephone company B) or sharing data another information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft)

that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract.* Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.*

(1) *Prohibition.* The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures.* The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers.* The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a

determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.*

(1) *Certain telecommunications and video surveillance equipment, systems, or services.*

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions.*

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at

<https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at <https://www.trade.gov/consolidated-screening-list>, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition.* The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions.*

- (i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).
- (ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).
- (iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).
- (iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over \$10,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).
- (e) *Governmentwide exclusion and removal orders.*
- (1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:
 - (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
 - (ii) For all other solicitations and contracts, DHS FASCSA orders apply.
- (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders.
- (3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.
- (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).
- (f) *Reasonable inquiry.* The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
- (g) *Removal of prohibited products and services.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.
- (h) *General report.*

- (1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:
 - (i) Contract number and order number, if applicable;
 - (ii) The specific prohibition the product or service is not complying with;
 - (iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
 - (iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
 - (v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
 - (vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
 - (vii) Whether alternative products or services are available that would comply with the prohibition;
 - (viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
 - (A) Brand;
 - (B) Model number, OEM number, manufacturer part number, or wholesaler number; and
 - (C) Item description, as applicable.
 - (ix) Any readily available information about mitigation actions implemented or recommended.
- (2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
 - (i) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.
 - (ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
 - (iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
- (3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.
- (4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver

of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report.*

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government roused during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

52.240-93 - Basic Safeguarding of Covered Contractor Information Systems (Sep 2025)

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements.*

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled

unclassified information(CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

Local Clause:

**U.S. Department of Transportation
Federal Highway Administration
(TAR Class Deviation 2025-02) Amendment 01**

1252.232-70 Electronic Submission of Payment Requests.

Electronic Submission of Payment Requests (NOV 2022)

(a) Definitions. As used in this clause—

(1) Contract financing payment has the meaning given in FAR 32.001.

(2) Payment request means a bill, voucher, invoice, or request for contract financing payment or invoice payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices,” this clause, and the applicable Payment clause included in this contract.

(3) Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) Invoice payment has the meaning given in FAR 32.001.

(b) Electronic payment requests. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Governmentwide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) Processing system. The Department of Transportation utilizes the DELPHI system for processing invoices. The DELPHI module for submitting invoices is called iSupplier. Access to DELPHI is granted with electronic authentication of credentials (name & valid email address) utilizing the GSA credentialing platform login.gov. Vendors submitting invoices are required to submit invoices via iSupplier (DELPHI) and authenticated via www.login.gov.

(d) Invoice requirements. To receive payment and in accordance with the Prompt Payment Act, all invoices submitted as attachments in iSupplier (DELPHI) shall contain the following:

(1) Invoice number and invoice date.

(2) Period of performance covered by invoice.

(3) Contract number and title.

(4) Task/Delivery Order number and title (if applicable).

(5) Amount billed (by CLIN), current and cumulative.

(6) Total (\$) of billing.

(7) Cumulative total billed for all contract work to date.

(8) Name, title, phone number, and mailing address of person to be contacted in the event of a defective invoice.

(9) Travel. If the contract includes allowances for travel, all invoices which include charges pertaining to travel expenses will catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses.

(10) The following statement “The Contractor certifies that, by submitting this invoice to the Government, the supplies and/or services billed have been shipped, rendered, or delivered in accordance with instructions issued by the ordering officer; that they are reflected in the quantities and/or period of performance stated on the invoice; and that such supplies and/or services conform to the quantity and quality requirements specified in the applicable contract, order, or blanket purchase agreement.

Furthermore, pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Contractor certifies that it is in compliance with the Equal Protection principles of the Constitution and all applicable Federal anti-discrimination laws, and acknowledges that such compliance is material to the Government’s payment decision under the False Claims Act (31 U.S.C. § 3729(b)(4)). The Contractor also affirms that it does not operate any diversity, equity, and inclusion (DEI) initiatives that are inconsistent with the Equal Protection principles of the Constitution and the non-discrimination requirements of Federal law, as interpreted by the Supreme Court in Students for Fair Admissions v. Harvard, 600 U.S. 181 (2023).”

(e) Payment system registration. All persons accessing the iSupplier (DELPHI) will be required to have their own unique user ID and password and be credentialed through login.gov.

(1) Electronic authentication. See www.login.gov for instructions.

(2) To create a www.login.gov account, the user will need a valid email address and a working phone number. The user will create a password and then www.login.gov will reply with an email confirming the email address.

(3) iSupplier (DELPHI) registration instructions: New users should navigate to: <http://einvoice.esc.gov> to establish an account. Users are required to log in to iSupplier (DELPHI) every 45 days to keep it active.

(4) Training on DELPHI. To facilitate use of DELPHI, comprehensive user information is available at <http://einvoice.esc.gov>.

(5) Account Management. Vendors are responsible to contact their assigned COR when their firm's points of contacts will no longer be submitting invoices, so they can be removed from the system.

(f) Waivers. For contractors/vendors who are unable to utilize DOT's DELPHI system, waivers may be considered by DOT on a case-by-case basis. Vendors should contact their Contracting Officer's Representative (COR) for

procedures.

(g) Exceptions and alternate payment procedures. If, based on one of the circumstances set forth in 1232.7002 (a) or (b), and the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request. If DELPHI is succeeded by later technology, the Contracting Officer will supply the Contractor with the latest applicable electronic invoicing instructions.

(End of clause)

(End of Section G)

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES CONSTRUCTION CONTRACT REQUIREMENTS (Updated through FAC 2026-01)

52.211-12 LIQUIDATED DAMAGES— CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of (**SEE SUBSECTION 108.04 OF THE FP AND/OR SPECIAL CONTRACT REQUIREMENTS FOR AMOUNT**) for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
(End of Clause)

52.217-7 OPTION FOR INCREASED QUANTITY- SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

Local Clause:

U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition Management
Acquisition Procedural Memorandum (APM)

Title:	Past Performance Evaluation of Contractors
Number:	002-E
Effective Date:	June 24, 2024
Cross References:	Federal Acquisition Regulation (FAR): 42.1502, 42.1503, and 15.304 Transportation Acquisition Manual 1242.1500 DOT DASH 2023-01

Purpose: This Acquisition Procedural Memorandum is revised to clarify that a Contractor Performance Assessment Report (CPAR) shall be completed for each order meeting reporting thresholds placed against Basic Ordering Agreements and Blanket Purchase Agreements and to incorporate the updated requirements of Transportation Acquisition Manual (TAM) Note No. 2024-01.

Background: The Federal Acquisition Regulation (FAR) requires that contractor performance information be collected (FAR Part 42) and used in source selection evaluations (FAR Part 15). FAR Subpart 42.1502 requires all agencies prepare an evaluation of contractor performance for each contract in excess of the Simplified Acquisition

Threshold (SAT), with the exception of construction and architect-engineering contracts which have thresholds detailed below. Interim evaluations shall also be prepared to provide current information for source selection purposes, for contracts or orders with a period of performance over one year, including options.

Effective October 1, 2010, all Department of Transportation Operating Administrations (OAs) were required to use CPARS to complete interim and final past performance evaluations on contractors. General information on the use of this Internet-based system can be found at the CPARS site located at <http://www.cpars.gov/>.

Applicability:

A. General Requirements/Procedures

This APM applies to all contracts (supplies and/or services >\$350,000, construction contracts >\$900,000, architect-engineering contracts >\$45,000). This includes orders placed against a Federal Supply Schedule contract and orders against contracts awarded by another agency. For Basic Ordering Agreements, a Contractor Performance Assessment Report (CPAR) should only be completed for each order meeting the reporting threshold. When an indefinite-delivery contract or a Blanket Purchase Agreement (BPA) will be used by one Program Office, one CPAR can be completed; however, more than one CPAR can be written if the Contracting Officer determines it is necessary. When multiple Program Offices will use the indefinite-delivery contract or BPA, separate CPARs are required for each program office. Under no circumstances shall one CPAR be written for multiple vendors.

Combining orders into one CPAR is not feasible when the individual orders are significantly different. When orders are combined, the narrative describing the contractor's performance on each order, both positive and negative, must be included so that the breadth and quality of information is available for source selection official use.

Both acquisition and program office personnel are required to participate in these electronic assessments.

B. Exceptions

1. This procedure does not apply to the following:
 1. Contracts awarded under FAR Part 8.6, Acquisition from Federal Prison Industries;
 2. Assistance Agreements (grants and cooperative agreements);
 3. Test Program for Certain Commercial Items or commercial item awards if simplified

acquisition procedures are used. In cases where simplified acquisition procedures are not used, this APM would be applicable to the award of all commercial items/services in excess of the SAT;

4. Inter/intra-agency Agreements;
5. Expired contracts subject to the exception at Section I of this memorandum; and
6. Contracts awarded under Subpart 8.7 (Acquisition from Nonprofit Agencies Employing People Who Are Blind or Severely Disabled).

C. General Guidelines

The Office of Acquisition Policy and Oversight (HCFA-10) or Federal Lands Highway Division Focal Points in their respective locations will register contracts in CPARS within 30 calendar days from date of award. All evaluations are due within 120 calendar days after the end of the assessment period.

CPARS collects contractor performance information and passes it to the Past Performance Information Retrieval System (PPIRS). PPIRS is the Government wide performance information repository with performance information from all Federal Government agencies. CPARS hosts a suite of web-enabled applications that are used to collect the contractor performance information required by Federal Regulations. CPARS Automated Information System (AIS) collection tool and other CPARS information can be accessed at the CPARS site.

All CPARS information is treated as “For Official Use Only/Source Selection Information” in accordance with FAR 2.101 and FAR 3.104. A CPAR contains sensitive data concerning a contractor and their performance. Disclosure of such information could cause harm to the commercial interest of the Government and to the competitive position of the contractor being evaluated. Distribution of CPARS among agencies will be made solely through the use of PPIRS.

D. Access

Only Government employees can be CPARS Focal Points. The Focal Point registers contracts and sets up user access that restricts access on a contract-by-contract basis, based on an individual’s assigned responsibility in the process. Access to CPARS and other performance information will be restricted to those individuals with an official need to know.

Focal Points can request a User ID by completing the [Focal Point Access Request Form](#). All other roles (Assessing Official, Assessing Official Rep, etc.) will receive a User ID once the person is assigned a role by the Focal Point for a contract in CPARS.

E. Roles

1. **Focal Point:** The Focal Point coordinates CPARS access, assigning access authorization for Government and Contractor personnel, and registers contracts that will require a contractor performance assessment. The Focal Point assists the Assessing Official in implementing the automated CPARS process by providing training and helping with administrative matters to ensure that assessments are completed in a timely manner and are of high quality.
2. **Assessing Official Representative (AOR):** The Assessing Official Representative has the authority to initiate and update assessments, but does not have the authority to send the assessment to the Contractor Representative or to finalize an assessment.
3. **Assessing Official (AO):** The Assessing Official is responsible for evaluating contractor performance and for validating the proposed ratings and remarks entered by the Assessing Official Representative(s). Assessing Officials have “signature” authority and are allowed to forward assessments to the Contractor Representative for review and comment. After receiving and reviewing contractor comments, the Assessing Official has the authority to close, modify, and/or forward the assessment to the Reviewing Official.
4. **Contractor Representative:** The Contractor Representative is responsible for reviewing and commenting on proposed ratings and remarks for all assessments forwarded by the Government Assessing Official.
5. **Reviewing Official:** The Reviewing Official is responsible for ensuring that the assessment is a fair and accurate assessment of the Contractor's performance for the specific contract/order and performance period. The Reviewing Official must acknowledge consideration of any significant discrepancies between the Assessing Official’s assessment and the Contractor's remarks.

F. Responsibilities

1. **Contract Specialists.** In HCFA Contract Specialists are responsible for completing the [CPARS Registration Request Form](#) and forwarding to HCFA-10 for processing within ten calendar days of contract award. Contract Specialists will be assigned as either Assessing Official Representatives to assist the Contracting Officer and COR with the evaluation, or as the Assessing Official based on the Contracting Officer’s determination for each contract.

In FLH – The contract specialist will register the contract in CPARS or will provide information to a

focal point who will then register the contract in CPARS.

2. **The Office of Acquisition Policy and Grants Oversight (HCFA-10):** HCFA-10 is responsible for the implementation of this procedure, CPARS training, evaluating compliance metrics, and registering contracts and assigning roles in CPARS. HCFA-10 will provide monthly CPARS Status Reports to Division Chiefs and Team Leaders. Federal Lands Highway Division will continue to have Focal Points in their respective locations. The **Focal Points** will register all contracts and assign roles in CPARS within 30 calendar days following contract/order award.
3. **COR.** In HCFA, upon receiving notice from the Contract Specialist and/or a system-generated email, the COR shall complete the required evaluation form (outside of CPARS) allowing for the requisite Contract Specialist to enter the required performance details in CPARS. The COR will be given no more than 30 calendar days to complete the form and return the form to the Contract Specialist.

In WFLHD, upon receiving notice from the CO or Acquisition Assistant, the COR shall complete the required evaluation (outside of CPARS) allowing the CO or Acquisition Assistant to enter the required performance details in CPARS based on information received from the COR on a paper copy of the evaluation.

In EFLHD, for construction contracts, the CORs are the Accessing Official Representative and will receive an automated email message alerting them they must complete an evaluation. The COR must complete their evaluation in CPARS within 30 calendar days of receipt of email notification.

In CFLHD, the CORs/Project Managers are the Accessing Official Representative and will receive an automated email message alerting them they must complete an evaluation. The COR must complete their evaluation in CPARS within 30 calendar days of receipt of email notification.

4. **Contracting Officers.** In HCFA and WFLHD, Contracting Officers (or designated Contract Specialists) are responsible for reviewing evaluation information as provided by the CORs to be submitted into CPARS, forwarding evaluations to the contractor, and reviewing the evaluation for accuracy before it is finalized in CPARS. The requirement to complete past performance evaluations shall be identified in the COR delegation letter.

The Contracting Officer or his designee is designated as the **Assessing Official** in CPARS.

The Assessing Official (Contracting Officer) and Assessing Official Representative (Contract Specialist) will receive a system generated email to initiate evaluations for contracts 90 days prior to the exercise of options (12-month period) or, for contracts without options, 90 days prior to the end of the period of performance. Coordination will be required outside of CPARS for reminders to initiate an evaluation in CPARS for option periods that are less than 12 months. Once the Assessing Official Representative (Contract Specialist) has completed the evaluation, the Assessing Official will review the evaluation and forward the evaluation to the contractor representative. Only the Assessing Official has the authority to forward assessments to the contractor representative for review and comment. Once the contractor evaluation phase is completed, and any comments resolved, the evaluation should be saved and finalized by the Assessing Official. A hardcopy shall be placed in the contract file.

In EFLHD, for A/E contracts, the Assessing Official is the A/E Coordinator. The CO serves as the Reviewing Official.

In CFLHD, the Assessing Official for construction and construction inspection contracts is the Construction Branch Chief. The Assessing Official for A/E contract/task orders is the Project Management Branch Chief.

5. **Contractor Representative.** The Contractor Representative is responsible for reviewing and commenting on proposed ratings and remarks for all assessments forwarded by the Assessing Official. Contractors are not required to complete the evaluation in CPARS. Their participation is completely voluntary. If the contractor does not respond within 60 calendar days, the Assessing Official will presume that the contractor has no comment and forward the evaluation to the Reviewing Official to sign and finalize the evaluation in CPARS.
6. **Reviewing Official.** The Reviewing Official is the final authority on disagreements between the contractor and Government for past performance evaluations. The Reviewing Official must review and sign the assessment when the contractor indicates non-concurrence with the CPAR or when the contractor is non-responsive.

In HCFA and WFLHD, the Reviewing Official is one level above the CO.

In EFLHD, the Reviewing Official is the CO.

In CFLHD, the Reviewing Official is the Acquisitions Team Leader.

7. **Directors:** Office Directors are responsible for the implementation of this procedure by ensuring that Contracting Officers and Contract Specialists receive CPARS training, ensuring that contracts are provided for registration, and ensuring that all CPARs are finalized. CPARS training is available online and periodically in classroom settings.

G. Handling of Past Performance Information and File Documentation

A copy of the interim and final past performance evaluations shall be kept in the contract file. The evaluation will become available in PPIRS 15 days following the AO's evaluation signature date. The evaluation will be available in PPIRS with or without contractor comments and whether or not it has been closed by the AO. If no contractor comments have been provided at day 15, the evaluation will be marked as "Pending" in PPIRS. Contractor comments may be provided up to 60 days following the AO evaluation signature date, and will be updated to PPIRS on a daily basis. Once the evaluation has been closed by the AO, the "Pending" marking will be removed in PPIRS.

H. Terminations

A CPAR shall be completed on any contract terminated by the Government, regardless of the contract value, document the reason for the termination, prior to recording the termination in FAPIIS.

I. Closeouts

A CPAR shall be completed on each contract (supplies and/or services >\$350,000, or construction contracts >\$900,000, or architect-engineering contracts >\$45,000) prior to closeout unless the individual assessing the contractor's performance:

- 1) is not available,
- 2) does not have sufficient knowledge of the contractor's performance for the period in question,
- 3) does not have documentation to support narratives and ratings for the period in question, or
- 4) has not periodically communicated with the contractor regarding performance for the period in question.

When a CPAR is not completed due to one of the listed reasons, the contract file shall be documented to that effect.

J. Contract Clause

The FHWA-specific contract clause included in (Attachment A) to this APM shall be included in all solicitations and contracts for supplies and/or services >\$350,000, or construction contracts >\$900,000, or architect-engineering contracts >\$45,000.

POST-AWARD EVALUATION OF CONTRACTOR PERFORMANCE

Supplies and/or services >\$350,000, or construction contracts >\$900,000, or architect-engineering contracts >\$45,000.

Contractor Performance Evaluations

- a. Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.1502 and TAM 1242.1502. The final performance evaluations will be prepared at the time of completion of work.
- b. The Contractor can elect to review the evaluation and submit additional information or provide a rebuttal statement. The contractor will be permitted 60 calendar days to respond from the date of receipt of the evaluation. Contractor response is voluntary. If the contractor does not respond within 60 days, the Government will presume that the Contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.
- c. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

The Federal Highway Administration utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS hosts a suite of web-enabled applications that are used to document contractor performance information that is required by Federal Regulations. The CPARS module assesses performance on contracts for Systems, Services, Information Technology, and Operations Support; Architect-Engineer contracts; and Construction contracts. Reference material can be accessed in CPARS.

The registration process requires the Contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the Contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 60-day time period. After the FHWA Focal Point registers the contract in CPARS, the contractor representative will receive a system generated email notifying him/her that the contract is registered. A system generated email will also provide the Contractor with a User ID if the person does not already have a CPARS User ID.

After a performance evaluation has been prepared and is ready for comment, the Contractor representative will receive a system generated email notification that the performance evaluation is electronically available for review and comment. The Contractor representative will receive an automated email whenever an assessment is completed and can subsequently retrieve the completed assessment from CPARS.

Contractors may access evaluations in CPARS for review and comment.

(End of Clause)

52.248-3 - Value Engineering – Construction (Oct 2025)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that --

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change --

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those

procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP.

The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of

the Contracting Officer.

(f) Sharing --

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by --

(i) 45 percent for fixed-price contracts; or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to --

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$90,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering --

Construction clause of contract 693C73-27-C-XXXXXX, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations. If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of Clause)

activity determines that the cost of calculating and tracking collateral savings will exceed the benefits to be derived in a construction contract, delete paragraph (g) from the basic clause and redesignate the remaining paragraphs accordingly.

EFLHD CONSTRUCTION CONTRACT ADMINISTRATION

FAR 36.101-4 requires a description of the Federal Highway Administration's (FHWA) procedures that apply to definitization of equitable adjustments for change orders under construction contracts. It also requires that FHWA furnish data on the agency's past performance, for the prior 3 fiscal years, regarding the time required to definitize equitable adjustments for change orders under construction contracts.

Change orders as defined in FAR 2.101 are changes to the contract work pursuant to [FAR 52.243-4, Changes](#).

There are no agency-specific additional policies and procedures that exist at this time.

The table below contains data regarding the definitization of equitable adjustments for change orders under construction contracts by fiscal year (FY).

Time to definitize after receipt of an adequate change order definitization proposal under construction contracts	Number of change order proposals definitized under construction contracts		
	FY 2020	FY 2021	FY 2022
30 days or less	0	0	
31 to 60 days	0	0	0
61 to 90 days	0	0	0
91 to 180 days	0	1	0
181 to 365 days	1	1	0
366 or more days	2	0	0
After completion of contract performance via a contract modification addressing all undefinitized equitable adjustments received during contract performance	0	0	0

(End of Section H)

FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION
SPECIAL CONTRACT REQUIREMENTS

Project **ME NP ACAD BRG(2)**
Acadia National Park

The following Special Contract Requirements amend and supplement the *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-24)*, U. S. Department of Transportation, Federal Highway Administration.

Section 101. — TERMS, FORMAT, AND DEFINITIONS

101.03(a). Add the following:

CDR — Contractor Daily Record

101.04. Delete the definition of (c) "Supplemental agreement" under "Contract Modification".

101.04. Add the following:

Masterworks — A web-based system used by the Government, Contractors, and Subcontractors on this Government contract to prepare CDRs, measurement notes (item postings and supporting field measurement documentation), and transmit submittals, and documents and drawings.

Section 104. — CONTROL OF WORK

Delete Subsection 104.04 and substitute the following:

104.04 Electronic Documentation. Provide documents and drawings electronically using Masterworks.

Prior to Preconstruction conference meeting, request the Masterworks user accounts by completing and signing Form Masterworks-001, *Masterworks Access for A/E Staff and Construction Contractor* and submission instructions. An electronic version of the form is available at: <https://highways.dot.gov/federal-lands/estimates/forms>.

Complete and electronically submit Form Masterworks-001 for each individual requiring Masterworks access. Allow at least 7 days for review and approval for each submittal.

Contact the CO to schedule a training session on the use of Masterworks. The virtual training session will be either a video presentation or live training as determined by the CO. The Contractor is responsible for training newly added employees and subcontractors after the original training.

Maintain active Masterworks accounts for Contractor staff who use Masterworks. Notify the CO within 24 hours when an account holder status changes (such as reassignments). If an account holder is no longer employed by the Contractor, submit Form Masterworks-001 to request that the account be marked inactive.

Provide documents and drawings in their native file format (the format produced by the software that the document and drawing was created in) upon request.

Documents and drawings include but are not limited to correspondence, submittals, measurement notes, reports, plans, diagrams, qualifications, certifications, payrolls, schedules, invoices, mix designs, job-mix formulas, test results, notifications, requests, permits, and agreements.

Provide a resolution quality with color, text, and lines clearly discernible. Submit each document and drawing in an individual file. Name files with a unique document name.

Documents and drawings delivered after 5:00 p.m. local time will be considered received on the next business day.

The CO will reject documents that are unreadable, corrupted, illegible, or include malicious content.

104.06(c). Add the following to the first paragraph:

Provide one full-size (22- by 34-inch) paper copy of the plans from the Government-furnished electronic plans and use this set of plans exclusively for as-built drawings.

104.08. Add the following to the second paragraph:

When hauling on National Park Service roads and bridges, do not exceed the load restrictions shown in Table 104-1.

**Table 104-1
Load Restrictions**

Single Units	Gross Vehicle Weight, pounds
2 axles	40,000
3 axles	48,000
4 or more axles	52,000
Combination Units	Gross Vehicle Weight, pounds
3 axles	57,000
4 axles	62,000
5 or more axles	66,000

Do not exceed the design loading or posted loading limitations for bridges during hauling or construction. Ensure that all loading limitations along the planned route to the project structures and within the project limits are adhered to during mobilization and construction.

For all existing bridges and culverts without known design loading or posting limitations, prepare load rating calculations for each structure along the planned route for transporting equipment and materials within the Acadia National Park. Check the adequacy of the existing bridges and culverts based on the Inventory Level load rating. Submit load rating calculations for structures without known design loading or posting limitations for capacity limitations that bear the seal and signature of a professional engineer registered in the state of the structure and proficient in the pertinent design field for approval.

Where the ground is saturated with water or during periods of freezing and thawing, the CO may

impose further load restrictions or suspend hauling.

104.08. Add the following:

Hauling will only be permitted from the nearest point of public access to the work site. Minimize hauling over completed pavement. Do not use the West Street Extension for hauling material to the work site.

Operate loaded vehicles hauling material at speeds not exceeding 40 miles per hour or the posted speed limit, whichever is lower, and spaced at 500-foot minimum intervals. When hauling on bridges, do not exceed 25 miles per hour or the posted speed limit, whichever is lower, or operate more than 1 loaded hauling vehicle at a time.

Section 105. — CONTROL OF MATERIAL

105.04. Add the following:

The Contractor may use closed portions of Paradise Hill Road as staging areas. Obtain approval before using these locations for staging.

Document the preconstruction condition of proposed staging areas using a combination of photographs and survey measurements as directed. Take a sufficient number of high-resolution color digital photographs to adequately record the preconstruction condition. Clearly label the photographs with notes, GPS, or other referencing necessary to adequately establish each photograph's location. Provide electronic copies of the photographs to the CO. These photographs will be used to establish the extent of restoration required when the staging area is no longer needed. Do not begin staging area work until the documentation of the preconstruction conditions has been approved.

Restore staging areas to their preconstruction condition as directed and at no additional cost to the Government.

Section 106. — ACCEPTANCE OF WORK

106.01. Delete the tenth paragraph, and substitute the following:

The Government may inspect, sample, or test any work, including verification sampling and testing, at any time before final acceptance. If the Government tests work, copies of test reports will be furnished to the Contractor upon request. Government tests may or may not be performed at the work site.

If Contractor testing and inspection is verified by the Government, including statistical verification, the Government may elect to use the Contractor's results to evaluate work for acceptance.

106.03(b)(3). Delete the first sentence and substitute the following:

Substantiating evidence that the material conforms to the contract quality requirements, including the following:

106.05. Add the following to the second paragraph:

The QL-Pay program, along with instructions, can be found at <https://highways.dot.gov/federal-lands/materials/ql-pay>.

Section 107. — LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01. Add the following:

Secure a Highway Opening permit from the Maine Department of Transportation, Region 4, prior to performing any roadway excavation to construct ditches within the State right-of-way. The designated Point of Contract (POC) for this permit coordination is:

John Craig, Utility Permit Administrator
MDOT East Region 4
207-941-4500
John.Craig@maine.gov

107.03. Delete Subsections (a) and (f).

107.10(b). Delete the first paragraph and substitute the following:

Submit a hazardous spill plan at least 2 days before starting work, as required by Federal, State, or local regulations. Where the project meets the applicability requirements of 40 CFR 112, submit a “*Spill Prevention, Control, and Countermeasure (SPCC) Plan*”.

Section 108. — PROSECUTION AND PROGRESS

108.01. Delete the first sentence.

108.01. Add the following:

Complete all construction activities that require Paradise Hill Road to be closed no later than May 28, 2027.

Construction operations are limited as follows:

(a) No work will be permitted on Saturdays, Sundays, or National legal holidays.

(b) No cutting of trees will be permitted from April 15 to November 1.

(c) No work will be permitted on days with special events occurring in the vicinity, as determined by the CO.

If the Contractor finds it necessary to work on one of these restricted days, request approval at least 7 days before the planned work.

108.04. Delete the first sentence.

108.04(c). Delete the last paragraph and substitute the following:

For delays due to weather, demonstrate that the weather was unusually severe (as defined under Section 155) based on the most recent 10 years of historical data according to FAR Clause 52.249-10 Default (Fixed-Price Construction). If a time extension is requested for unusually severe weather, submit a time impact analysis according to Subsection 108.04(b) and include supporting historical weather data according to Subsections 155.04A and 155.04B. The following criteria will be used for determining a time extension for unusually severe weather:

(1) Time adjustment for rain delays. If the net number of actual workdays lost to rain is less than the total lost days for the month in question, then no time adjustment will be made. If the net number of actual workdays lost to rain is more than the total lost days for the month in question, then a time extension may be granted.

(2) Time adjustment for other weather delays. If a time extension is requested for other unusually severe weather conditions (such as snow, extreme cold or heat, or high winds), follow the same calculation, submittal, and criteria procedures as outlined for rain delays.

Section 109. — MEASUREMENT AND PAYMENT

109.01. Delete the sixth paragraph.

109.01. Delete the seventh paragraph and substitute the following:

Prepare, sign, and submit electronic measurement notes (Item postings and supporting field documentation) using Masterworks. Unacceptable measurement notes will be electronically rejected and returned. Correct rejected measurement notes and resubmit in Masterworks.

109.02(d)(1)(a). Delete the Subsection and substitute the following:

(a) Average end area method. Take cross-sections of the original ground. Use design or staked templates to determine end areas. Compute the quantity using the average

end areas multiplied by the horizontal distance along a centerline or reference line between the end areas.

109.06(c)(3). Delete the last sentence and substitute the following:

Due to the limited risk in post-work pricing, a lower profit percentage may be determined by a profit analysis according to FAR 15.404-9 Profit.

109.06(d). Delete the last sentence of the first paragraph and substitute the following:

See FAR Subpart 15.4 Contract Pricing and FAR Table 15-1 Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required for guidance.

109.06. Add the following:

(e) Variation in estimated quantity. If the quantity of a unit-priced item is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price will be made upon demand of either party. The equitable adjustment will be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity.

109.08(a). Add the following:

Submit invoices electronically to EFLConstructionInvoices@dot.gov with email copy to the CO and the project engineer.

109.08(b)(3). Add the following:

Include an electronic or wet signature on the certification; facsimiles will not be accepted.

109.08. Delete Subsection (c) and substitute the following:

(c) Government's receiving report. The Government's receiving report will be developed using the measurements and quantities from item postings received by the CO in Masterworks and determined acceptable.

109.08(d). Add the following after the first sentence of the second paragraph:

Invoices received after 3:00 p.m. Eastern Time will be marked as received the following business day.

Section 152. — CONSTRUCTION SURVEY AND STAKING

152.03(b). Add the following:

Include procedures for how control will be established and maintained.

152.04. Delete the fourth, fifth, and ninth paragraphs, and substitute the following:

The Government did not set initial horizontal or vertical control for the project except as shown in the plans. No survey data will be furnished except as shown in the plans.

Establish initial reference lines and control points, with horizontal and vertical control points as necessary, to perform the construction survey and staking. Obtain approval before starting construction.

Section 153. — CONTRACTOR QUALITY CONTROL

153.01. Add the following:

This work also includes using Masterworks to prepare electronic CDRs and measurement notes (item postings and supporting field measurement documentation), including entering labor, equipment, subcontractors, and inspection records into the system.

153.08. Delete the first sentence and substitute the following:

Maintain complete testing and inspection records by pay item and make them accessible to the CO.

153.08(a). Delete the Subsection and substitute the following:

(a) QC and construction operations reports. For each day of the contract, prepare a CDR using Masterworks. Enter initial data for Labor/Equipment and Subcontractors before beginning any work. Maintain and update the Labor/Equipment and Subcontractors data to reflect ongoing changes as they occur. Report operations or items of work separately, including the manpower and equipment assigned to each. Document inspection results, including observed deficiencies and corrective actions taken. Complete a CDR for each contractor and subcontractor working that day.

When submitting test results on material being incorporated into the work, report test results within the reporting times indicated in the sampling and testing requirements at the end of each Section.

Enter the following data into Masterworks:

(1) Subcontractor data.

(2) Labor/Equipment.

(a) All manpower and equipment, including contractor and subcontractors. Complete all data fields.

(b) Labor: Type/classification, move-in date, move-out date, hourly rate, the contractor or subcontractor, and name.

(c) Equipment: Type/classification, move-in date, move-out date, make, model, and year of equipment manufacture.

Ensure the QCM checks the box with the following statement to certify all CDRs:

“I certify that the information contained in this record is accurate and that work documented herein complies with the contract. Exceptions to this certification are documented as a part of this record.”

Submit the record and certification within 24 hours of performing the work. If the CDR is incomplete, contains errors, or is otherwise misleading, it will be rejected and returned in Masterworks with corrections noted. Correct and resubmit rejected CDRs within 24 hours. If chronic errors or omissions occur, correct the procedures used to produce the records.

Section 154. — CONTRACTOR SAMPLING AND TESTING

154.02. Add the following:

Submit formal requests for using alternate AASHTO or state department of transportation approved test methods for review. Alternate methods may be allowed based on documented equivalence to the method specified and if approved.

154.03. Add the following:

Provide the Government’s portion of the sample or split sample in an acceptable container suitable for shipment with clear identification of the sample on the container to the CO. The CO will insert a completed FHWA Form 1600E, *Government Lab Test Request* inside the container. The CO will seal the container with specialty chain-of-custody security tape and will sign the security tape.

The CO will furnish a copy of the completed FHWA Form 1600E. Attach the FHWA Form 1600E copy to the outside of the container so the sample identification is clearly and completely visible.

Ship the security-sealed sample by overnight or next day shipping to the EFLHD Central Laboratory at the following address within 24 hours of receiving the sample from the CO:

Federal Highway Administration
Eastern Federal Lands Highway Division

1827 Jack Delozier Drive
 Sevierville, Tennessee 37876
 ATTN: MATERIALS LABORATORY

Provide the sample's shipping information, including tracking number, sample identification, and expected date of delivery, within 24 hours.

For the split sample of asphalt concrete pavement material, provide boxes that are lined with silicone-coated paper throughout the interior.

154.05. Add the following:

For items accepted under Subsection 106.05, use the QL-Pay software program to determine pay factors and report pay factors determined by QL-Pay. Submit a copy of all current test results and pay factor calculations based on those tests on a weekly basis. When large quantities are produced, calculate pay factors as soon as possible. Use this information to make any necessary adjustments to operations to achieve acceptable pay factors. See Subsection 106.01 for conditions upon which the Government may use the Contractor's test results.

Section 155. — SCHEDULES FOR CONSTRUCTION CONTRACTS

155.02. Add the following:

(f) Drying day. A workday immediately following a rainfall equal to or greater than 1.00 inch which is potentially lost because of wet ground conditions.

(g) Rain day. A potentially lost workday on which rainfall is equal to or greater than 0.10 inches.

(h) Reasonably predictable weather. The number of workdays that can expect to be lost in any month due to rainfall based on 10-year historical weather data.

(i) Unusually severe weather. When the number of actual workdays lost is greater than the reasonably predictable weather for a specific month.

(j) Workday. A day not excluded from work by Section 108.

155.03. Add the following:

Prepare and submit a Bar Chart Method (BCM) construction schedule.

155.04(i). Add the following:

If a subcontract has not yet been awarded for a certain portion of the work, include the schedule for that work.

155.04. Add the following:

- (l) A completed Table 155-1 prepared according to Subsection 155.04A.

Add the following after Subsection 155.04:

155.04A Reasonably Predictable Weather. Determine reasonably predictable weather for this contract by completing Table 155-1. Calculate data for Table 155-1 by computing the average number of workdays lost (rain days plus drying days) for each month and the standard deviation from the average, using the last 10 years of historical weather data from the nearest National Oceanic and Atmospheric Administration (NOAA) weather data collection station. Add the average number of workdays lost to the standard deviation. The total number of lost days (average workdays lost plus 1 standard deviation, rounded to whole days) will be considered normal for each month.

At the option of the Contractor, provide the necessary instrumentation to support weather-related impacts to the project if using the nearest weather station is impractical. If onsite weather instrumentation is not provided, use the nearest weather station.

Provide a weekly summary of the weather data gathered to the CO.

155.04B Unusually Severe Weather. If requesting a time extension due to unusually severe weather, calculate the number of actual workdays lost by totaling the actual rain days plus the actual drying days occurring in the month in question. From this total, deduct any workdays meeting any one of the following conditions:

- (a) The rain day or drying day occurred on a non-work weekday such as a holiday.
- (b) The rainfall occurred at a time when no weather dependent work was in progress or occurred during planned or unplanned shutdowns due to other circumstances such as equipment failure, strikes, material supplies, delays, etc.
- (c) The Contractor was still working or able to work on weather dependent activities to the extent that less than 50 percent of the workday was lost due to weather.

If the net number of actual workdays lost is greater than the total lost days, then unusually severe weather occurred during the month in question.

Table 155-1
Reasonably Predictable Weather

Project Number:			
Project Location:			
NOAA Station Location:			
Data Years (10-year history):			
Month	Average Workdays Lost	Standard Deviation	Total Lost Days
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

155.05(b)(1)(c). Add the following:

Include unreflected items, or components of work within a pay item, as separate activities as directed.

155.05(b)(3). Add the following:

As a minimum, include the following:

- Contractor quality control plan;
- Asphalt mix designs;
- Concrete mix designs;
- Bridge falsework and formwork designs;
- Manufactured items;
- Test panels; and
- Contract specialty items.

Section 156. — PUBLIC TRAFFIC

156.03. Add the following to the first paragraph:

Submit a temporary traffic control plan conforming to the following:

- (a)** Ensures the safe and efficient movement of pedestrian, bicycle, and vehicular traffic, including emergency vehicles, at all times during construction;
- (b)** Includes the scheduling and performance of work to minimize disruption to public traffic; and
- (c)** Accommodates the construction operations as approved under Section 155.

Revise the temporary traffic control plan as necessary to accommodate approved changes in the construction schedule. Submit the revised temporary traffic control plan at least 14 days before implementation unless otherwise approved.

156.03. Add the following:

Install portable changeable message signs as shown in the plans or as directed no later than 14 days before starting on-site construction activities.

Maintain one lane of traffic at all times except on Paradise Hill Road.

Single lane closures are only allowed on Eagle Lake Road/Maine State Route 233 and Schoodic Loop Road as approved. Single lane closures are only allowed on Eagle Lake Road/Maine State Route 233 after a Highway Opening permit is obtained.

Roadway closures are only allowed on Paradise Hill Road from the day after Columbus Day to the Friday before Memorial Day as approved.

Open the roadway within 24 hours after completion of work or as directed.

156.06(d). Delete the first sentence and substitute the following:

Provide minimum lane widths of 9 feet.

156.07. Add the following:

Nighttime operations are permitted as approved. Submit request for approval at least 3 days before any planned nighttime operations.

156.08. Delete the second paragraph and substitute the following:

The superintendent may serve as the TCS provided the requirements of Subsection 156.02 are

met.

Section 204. — EXCAVATION AND EMBANKMENT

204.16(a)(1)(a). Delete the Subsection and substitute the following:

(a) Roadway prism excavation. Use the design volume. The design volume is defined as the bid schedule quantity less any allowance, as shown in the plans. This volume is subject to adjustments resulting from changes to slope stakes according to Subsection 152.05(d);

Section 208. — STRUCTURE EXCAVATION AND BACKFILL FOR SELECTED MAJOR STRUCTURES

208.02. Add the following:

Stabilization geotextile	714.01(b)
Structural backfill (#57 stone)	703.21

208.03. Add the following:

Place geotextile according to Section 207.

Stockpile excavated materials at the laydown yard south of the intersection of Eagle Lake Road/ Maine Route 233 and Liscomb Pit Road. ([Global Positioning System: 44.372675, -68.242007](#)).

Maintain a minimum of 2 feet of existing fill material over each wing's foundation except at the base of the arch and 18 inches from the top surface.

208.09. Delete the Subsection and substitute the following:

208.09 Backfill. Provide loading calculations for all applicable loading conditions during excavation and backfill activities for each structure that bear the seal and signature of a professional engineer proficient in the pertinent design field and submit for approval.

Excavate all earth-filled structures in a balanced way, not exceeding a 1-foot imbalance in loading.

Place structural backfill in horizontal layers that do not exceed 6 inches in compacted thickness as shown in the plans. Place #57 stone in horizontal layers that do not exceed 12 inches in compacted thickness as shown in the plans. Compact each layer according to Subsection 208.10.

Place backfill material onto the geotextile from the edge of the geotextile. Do not operate equipment directly on the geotextile. Place structural backfill and #57 stone layers evenly on all sides of the structure as appropriate. Extend each layer to the limits of the excavation or to existing ground. Avoid sudden stops, starts, or turns of the construction equipment. Fill ruts from

construction equipment with additional cover material. Do not blade material down to remove ruts. If rutting exceeds 3 inches during placement, decrease the construction equipment size and decrease the equipment weight as directed by the CO.

Do not place structural backfill or #57 stone against concrete until 80 percent of the design strength is achieved.

Backfill in or next to a running waterway according to Subsection 208.04.

208.11. Add the following:

Geotextile will be evaluated under Section 207.

208.12(a). Delete the Subsection and substitute the following:

(a) Material excavated below the slope of the proposed limits of excavation shown in the plans from the heel of the structure and intersecting vertical plane 18 inches outside and parallel to the limits of the arch footing or foundation;

208.12. Delete the last paragraph and substitute the following:

When measuring structural backfill or #57 stone by the cubic yard, measure the volume placed inside the proposed limits of excavation shown in the plans and the interior surfaces of the existing structure.

208.11. Delete Table 208-1 and substitute the following:

Table 208-1
Sampling, Testing, and Acceptance Requirements

Material or Product (Subsection)	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Source								
Foundation fill ⁽¹⁾ (704.01)	Measured and tested for conformance (106.04 & 105)	Classification	—	AASHTO M 145	1 per soil type	Source of material	Yes	Before using in work
		Gradation	—	AASHTO T 27 & T 11	"	"	"	"
Structural backfill ⁽¹⁾ (704.01)	"	Plasticity index	—	AASHTO R 58, T 89, & T 90	"	"	"	"
		Gradation	—	AASHTO T 27 & T 11	"	"	"	"
Structural backfill (#57) (703.21)	"	Plasticity index	—	AASHTO R 58, T 89, & T 90	"	"	"	"
		Gradation	—	AASHTO T 27 & T 11	"	"	"	"
		pH	—	AASHTO T 289	"	"	"	"

Table 208-1 (continued)
Sampling, Testing, and Acceptance Requirements

Material or Product (Subsection)	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Production								
Foundation fill (704.01)	Measured and tested for conformance (106.04)	Moisture-density	—	AASHTO T 99, Method C ⁽²⁾	1 per soil type	Source of material	Yes	Before using in work
		Density	—	AASHTO T 310 or other approved procedures	1 per 300 yd ³	In-place	No	Before placing next layer
Structural backfill (704.01)	"	Moisture-density	—	AASHTO T 99, Method C ⁽²⁾	1 per soil type	Source of material	Yes	Before using in work
		Density	—	AASHTO T 310 or other approved procedures	2 per lift	In-place	No	Before placing next layer
Structural backfill (#57) (703.21)	"	Plasticity index	-	AASHTO R 58, T 89, & T 90	1 per structural element backfilled	Sample before placing	No	24 hours
		Gradation	-	AASHTO T 27 & T 11				
		pH	-	AASHTO T 289				

(1) Not required when using Government-provided source.

(2) Minimum of 5 points per proctor.

Section 301. — UNTREATED AGGREGATE COURSES

301.03. Add the following to the second paragraph:

Submit the representative 300-pound sample to the EFLHD Central Laboratory in Sevierville, Tennessee at the address shown in Subsection 154.03.

301.03. Add the following:

An alternate state department of transportation aggregate gradation that is produced according to Subsection 703.05 may be submitted for approval. Provide target values within the allowable target value range of the state department of transportation aggregate gradation. When target values are not provided, the preproduction target values will be the midpoint of the allowable target value range of the state department of transportation aggregate gradation. The allowable deviation ($\pm$) from the target values will be according to Table 703-2A.

The maximum allowable pay factor under Subsection 301.10 for a state department of transportation aggregate gradation will be 1.00.

Delete Table 301-1 and substitute the following:

Table 301-1
Sampling, Testing, and Acceptance Requirements

Material or Product (Subsection)	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time	Remarks
Source									
Aggregate quality (703.05(a), (b), & (c))	Measured & tested for conformance (106.04 & 105)	LA abrasion (coarse)	—	AASHTO T 96	1 per type & source of material	Source of material	Yes	Before using in work	Not required if using Government -furnished sources
		Soundness using sodium sulfate (coarse & fine)	—	AASHTO T 104	"	"	"	"	"
		Fractured faces	—	AASHTO T 335	"	"	"	"	"
		Liquid limit	—	AASHTO R58 & T 89, Method A	"	"	"	"	"
Surface course aggregate (703.05(c))	Measured & tested for conformance (106.04 & 105)	Plasticity index	—	AASHTO R 58, T 89, & T 90	1 per type & source of material	Crusher belt or after processing	Yes	Before using in work	Not required if using Government -furnished sources

Table 301-1 (continued)
Sampling, Testing, and Acceptance Requirements

Material or Product (Subsection)	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time	Remarks
Production (continued)									
Base course	Statistical (106.05)	Gradation		AASHTO T 27 & T 11	1 per 1000 tons	From windrow or roadbed after processing	Yes	4 hours	—
		¾ in	I						
		No. 4	I						
		No. 200	I						
		Other specified sieves	II						
Subbase & base course	Measured & tested for conformance (106.04)	Liquid limit	—	AASHTO R 58 & T 89, Method A	1 per 1000 tons	From windrow or roadbed after processing	Yes	4 hours	—
		Moisture-density (maximum density)	—	AASHTO T 180, Method D ⁽¹⁾	1 per type & source of material	Stockpile or production output	"	"	—
		Density	—	AASHTO T 310 or other approved procedures	1 per 500 tons	In-place after compaction	No	End of shift	—
		Moisture content (in-place)	—	"	"	"	"	"	—

Table 301-1 (continued)
Sampling, Testing, and Acceptance Requirements

Material or Product (Subsection)	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time	Remarks
Production (continued)									
Surface course aggregate	Statistical (106.05)	Gradation		AASHTO T 27 & T 11	1 per 1000 tons	From windrow or roadbed after processing	Yes	4 hours	—
		No. 4	I						
		No. 40	I						
		No. 200	I						
		Other specified sieves	II						
		Plasticity index	I	AASHTO R 58, T 89, & T 90	"	"	"	"	—
	Measured & tested for conformance (106.04)	Moisture-density (maximum density)	—	AASHTO T 180, Method D ⁽¹⁾	1 per type & source of material	Stockpile or production output	Yes	"	—
		Density	—	AASHTO T 310 or other approved procedures	1 per 500 tons	In-place after compaction	No	End of shift	—
		Moisture content (in-place)	—	"	"	"	"	"	—
		Fractured faces	—	AASHTO T 335	1 per 1000 tons	From windrow on roadbed after processing	Yes	4 hours	—

Table 301-1 (continued)
Sampling, Testing, and Acceptance Requirements

Material or Product (Subsection)	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time	Remarks
Finished Product									
Subbase, base, & surface course	Measured & tested for conformance (106.04)	Surface tolerance & grade	—	Subsection 301.06	As directed	Surface of final course	No	Before placement of next lift or as requested	—

(1) At least 5 points per proctor.

Section 313. — AGGREGATE-TOPSOIL COURSE

313.01. Delete the Subsection and substitute the following:

313.01 This work consists of providing and placing an aggregate and topsoil mixture on a prepared shoulder or other surface.

313.04. Delete the second and third paragraphs, and substitute the following:

Mix the components into a uniform mixture. Spread the mixture on the prepared surface in a uniform layer. Shape the mixture to the required existing alignment grade and cross slope. Remove clods and stones greater than 2 inches in diameter.

Uniformly compact the mixture to ensure it does not exhibit heaving, pumping, rutting, or shearing.

313.05. Delete the second paragraph and substitute the following:

Topsoil will be evaluated under Subsections 106.02 and 106.03.

Section 412. — ASPHALT TACK COAT

412.06. Add the following to the second paragraph:

Control the rate of application within plus or minus 0.01 gallons per square yard of the target application rate and within the allowable range. Provide the CO with the specific gravity of the bituminous material corrected for spray temperature.

412.07. Add the following:

Test distributor for residual application rate and frequency in accordance with Table 412-1, ASTM D2995, Option A, and the following:

- (a) Record the tare weight of the nonwoven geotextile materials;
- (b) Place the nonwoven geotextile on the road surface;
- (c) Apply the tack coat over the nonwoven geotextile;
- (d) Immediately record the weight of the nonwoven geotextile with tack coat;
- (e) Record the temperature of the tack coat;
- (f) Subtract the tare weight of the nonwoven geotextile to determine the weight of tack coat;
- (g) Convert the weight of tack coat to application rate according to ASTM D2995, Section 8,

Calculation (Transverse Application Rate);

(h) Correct the calculated application rate using temperature correction multiplier shown in the Asphalt Institute, *A Basic Asphalt Emulsion Manual*, Table B-1; and

(i) Determine the tack coat residual application rate using the residual percentages shown in ASTM D2995, Table 1.

412.08. Add the following to the second paragraph:

Material quantities placed in excess of the approved application rates will not be measured for payment.

Add the following to Table 412-1:

Table 412-1 (continued)
Sampling, Testing, and Acceptance Requirements

Material or Product (Subsection)	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time	Remarks
Production (continued)									
Emulsified asphalt or asphalt binder	Measured & tested for conformance (106.04)	Quality	—	ASTM D2995, Option A	1 at start of work & 1 per 2500 linear feet	Behind distributor truck before material breaks & before paving	No	Upon completion of measurement	Completed by Contractor & observed by the CO

Section 414. — ASPHALT PAVEMENT CRACK AND JOINT SEALING AND FILLING

414.05. Add the following:

Do not rout cracks unless directed.

Section 572. — CONCRETE REPAIR

572.01. Add the following:

This work also includes cleaning existing concrete surfaces.

572.03(a). Delete Tables 572-1 and 572-2 and substitute the following:

Table 572-1
Composition of Repair and High Early Strength (HES) Concrete

Class of Concrete⁽¹⁾	Early Age 48-Hour Design Compressive Strength, AASHTO T 22, pounds per square inch	28-Day Design Compressive Strength, AASHTO T 22, pounds per square inch	Plastic Air Content, percent minimum⁽²⁾	Maximum Water/Cementitious Material Ratio⁽⁴⁾	Slump, inches⁽³⁾	Nominal Maximum Size Aggregate, AASHTO M 43
Repair	2000	4500	5.0	0.45	±1 from provided target	#67 or #78
HES	3000	5000	5.0	0.40	±1 from provided target	#67 or #78

(1) Conform to ASTM C1157 for portland cement in concrete.

(2) Measure plastic air content according AASHTO T 152 Method B. Maximum plastic air content is 9 percent.

(3) Conform to the supplier provided target slump. Maximum slump is 8 inches if approved mix design includes a high-range water reducer.

(4) If supplementary cementitious materials are used, conform to Table 552-2 limits.

Table 572-2
Composition of Very High Early Strength (VHES) Concrete

Class of Concrete⁽¹⁾	Early Age 4-Hour Design Compressive Strength, AASHTO T 22, pounds per square inch	28-Day Design Compressive Strength, AASHTO T 22, pounds per square inch	Freeze Thaw Resistance, ASTM C666 Method A (minimum)	Maximum Water/Cementitious Material Ratio	Slump, inches⁽³⁾	Nominal Maximum Size Aggregate, AASHTO M 43
VHES	3000	5000	RDME ⁽²⁾ > 96%	0.42	±1 from provided target	#67 or #78

- (1) Conform to ASTM C1600 Class URH or Class VRH for hydraulic cement in concrete.
- (2) Relative dynamic modulus of elasticity (RDME) measured according to ASTM C666.
- (3) Conform to the supplier provided target slump.

572.03(b). Delete Table 572-3 and substitute the following:

Table 572-3
Composition of Polymer Resin Concrete

Class of Concrete	6-Hour Compressive Strength, AASHTO T 22, pounds per square inch	24-Hour Compressive Strength, AASHTO T 22, pounds per square inch	Thermal Compatibility, ASTM C884	ASTM C1202 Rapid Chloride Permeability, Coulombs	Nominal Maximum Size Aggregate, AASHTO M 43
Polymer resin concrete	1000	3500	Pass	<100	#67, #78, or #8

572.03(c). Delete the Subsection and substitute the following:

(c) Hydraulic cement repair mortar. Provide a mortar that conforms to the requirements of ASTM C928 R1, R2, or R3 as modified in [Table 572-4](#).

Table 572-4
Hydraulic Cement Repair Mortar

Class of Mortar ⁽¹⁾	24-Hour Compressive Strength, ASTM C109, pounds per square inch	7-Day Compressive Strength, ASTM C109, pounds per square inch	Freeze Thaw Resistance, ASTM C666 Method A (minimum)	Maximum Decrease in Length, ASTM C157 ⁽³⁾ 28-Day
Horizontal	2000	4500	RDME ⁽²⁾ > 95%	0.06%
Vertical & overhead	3000	5000	RDME ⁽²⁾ > 95%	0.07%

- (1) Conform to ASTM C1157 or ASTM C1600 hydraulic cement in repair mortar.
- (2) Relative dynamic modulus of elasticity (RDME) as measured according to ASTM C666.
- (3) Modify curing method of ASTM C157 to the curing method described in ASTM C928 when using rapid hardening cementitious materials.

Submit the manufacturer's product data sheet, mixing requirements, and placement methods.

572.03. Add the following:

Ensure that HES concrete or hydraulic cement repair mortar matches the color and texture of the existing concrete on the structure being repaired in areas where a concrete repair location is visible. Incorporate an integral coloring agent into the repair concrete or repair mortar. Provide a sufficient number of 12- by 12-inch samples ranging in color and texture cured in the same manner as documented in the QCP for the review, selection, and approval.

572.06. Delete the second sentence of the first paragraph and substitute the following:

Use power-driven hand tools and other hand tools to remove existing concrete. Do not use jackhammers heavier than 30 pounds. Do not operate jackhammers and mechanical chipping tools at an angle more than 45 degrees measured from the surface of the concrete.

572.06. Add the following:

(d) Cleaning concrete surfaces. Remove efflorescence from the existing concrete surfaces using a combination of hand and mechanical tool methods. Hand tools include paint scrapers, putty knives, stiff wire brushes, chisels, and other non-mechanical hand tools. Mechanical tool methods include abrasive blast grit cleaning using a non-toxic and inert grit, a washed blasting sand, or an approved equivalent.

Remove efflorescence in a way not to change the color, texture, character, or cause damage to the respective materials. Perform all cleaning in the least aggressive manner possible to areas of efflorescence removal.

Do not affect adjacent or nearby surfaces that do not require efflorescence removal during the efflorescence removal process. Perform all efflorescence removal with the bridge and underpass roadway open to traffic and pedestrians unless otherwise closed for construction. At a minimum, open the underpass roadway to allow pedestrian, equestrian, and vehicular traffic to pass twice during both the morning and afternoon for 30 minutes each opening: 30 minutes twice during the morning and 30 minutes twice during the afternoon.

Erect the approved containment system prior to beginning work and maintain it throughout the efflorescence removal process.

(1) Qualifications. Provide on-site supervisors and personnel that has experience successfully removing efflorescence from historic stone surfaces and masonry joints. Submit the following for approval at least 30 days before starting work:

(a) Name of personnel; and

(b) A resume of the supervisor and personnel describing their experience on at least 5 projects of similar complexity in the past two-years. Include a list of project names, locations, and contact information for the project owners.

(2) Submittals. At least 30 days before starting efflorescence removal and containment work, submit the following according to Subsection 104.06 detailing the environmental protection measures employed during the removal process. Include the following:

(a) Containment system layout for efflorescence removal process;

(b) Protection plan for vehicles and pedestrians;

(c) Traffic control plan for underpass roadways;

- (d) Material storage and handling;
- (e) Debris cleanup plan to restore all areas back to original conditions;
- (f) Allowable ambient temperatures and weather conditions;
- (g) Cleaning material concentrations and durations for cleaning;
- (h) Pressures and nozzle spray distances; and
- (i) Cleaning process with a proven record of success on historic preservation/rehabilitation projects.

(e) Efflorescence removal test section. At least 30 days before beginning work, identify a 1- by 1-foot test section in a discrete location in the area of efflorescence on the concrete. Construct a test section using the proposed materials and methods to demonstrate the efflorescence removal process for approval.

(f) Concrete removal by mechanical impact methods. Do not use power routers or mechanical tools with cutting blades. Do not use mechanical chipping tools at an angle in excess of 45 degrees measured from the top surface of the concrete at a masonry joint. Provide equipment that complies with the following:

(1) Use power-driven hand tools for removal of existing concrete meeting the following:

- (a) Handheld, short stroke pneumatic hammer/chipping tool with round shank chisel blade with no retainer/collar; and
- (b) Chisel width less than the average masonry joint width at joints.

(2) Use hand tools (hammers and chisels) for removal of final particles of concrete or to achieve the required depth. Do not impact stones with power driven tools. Non-mechanical driven, natural, synthetic, or metallic bristle brushes are permitted. Clean compressed air, free of oil and moisture, can be used to clear loosened debris from work area.

Strictly follow the approved procedures for the method demonstrated in the test section. Report any areas that fail to match the results of the test section to the CO for direction on how to proceed.

572.14. Add the following after the first sentence:

Clean and seal existing expansion joints at locations shown in the plans.

572.18. Add the following:

Material for expansion joint seals will be evaluated under Subsections 106.02 and 106.03.

Cleaning existing concrete surfaces will be evaluated under Subsections 106.02 and 106.04.

Removal and replacement of expansion joint seals will be evaluated under Subsections 106.02 and 106.04.

Section 620. — STONE MASONRY

620.01. Add the following:

This work also includes cleaning existing stone masonry surfaces and stone masonry joints.

620.03. Add the following:

Biological/Organic cleaning solution

725.21

620.04. Add the following:

The Acadia National Park's staff mason will provide the repointing mortar mix design to ensure an accurate match to the existing mortar. Request the repointing mortar mix design from the CO 30 days prior to starting the rehabilitation work prescribed as repointing. Furnish mortar reflecting the original mortar with similar properties according to the provided repointing mortar mix design.

Obtain masonry sand from existing Government stockpiles located within the Acadia National Park. Transport sand from the stockpile location(s) to the bridge site. If this sand supply is insufficient, or if the sand cannot be screened and mixed to match color and gradation as approved, provide additional sand at no additional cost to the Government as approved.

Measure cementitious and aggregate material volume in its dry condition. Produce a damp mix that retains its shape when pressed into a ball by hand after introducing potable water. Do not overmix mortar. Limit the amount of mortar mix to what is usable within 2.5 hours after initial mixing. Do not use mixed mortar 2.5 hours after the initial mixing. Do not retemper the mortar mix after the initial mixing.

Remove efflorescence from existing stone masonry surfaces according to Subsection 572.06(d).

At least 30 days before beginning work, identify a 1- by 1-foot test section in a discrete location in the area of efflorescence on the concrete. Construct a test section using the proposed materials and methods to demonstrate the efflorescence removal process for approval.

Do not damage mortar joints during the cleaning process.

Submit mortar samples matching the existing mortar in color and texture, that have been cured for 14 days, for approval 14 days before starting work.

Restore stone masonry joints back to their original condition using the approved mortar samples in locations where mortar joint damage occurred as a result of the cleaning.

Spray-apply a liquid biodegradable surface cleaning solution to the entire finished surface of the structure to remove biological/organic matter (i.e., moss, algae, and lichen) growth and delay its recurrence. Apply solution using a hand pump or low-pressure power sprayer or according to the manufacturer's recommendations.

Ensure that the cleaning solution is safe for surrounding vegetation when applied according to the manufacturer's recommendations.

620.07(b). Delete the fourth sentence of the first paragraph and substitute the following:

Remove all deteriorated mortar.

620.07(b). Delete the fourth sentence of the second paragraph and substitute the following:

Replace mortar to original or plane with typical joint depth to completely fill joint.

620.07(b). Add the following:

Perform repointing of the stone masonry joints as shown in the plans.

Perform masonry work utilizing only personnel skilled in and regularly engaged in the stone repair processes and operations indicated (dry laid and mortared). Submit evidence of qualifications of the following personnel for approval prior to beginning work:

(1) Foremen. Provide skilled foremen for directing the masonry work at all times, each of whom has successfully performed and completed similar work over the last 10 years on at least 5 similar projects.

(2) Craftsmen. Provide skilled workers for executing the work, each of whom has successfully performed and completed similar work over the last 5 years on at least 3 similar projects.

Working without a knowledgeable and experienced full-time foreman is prohibited. At all times have the craftsmen under direct supervision of the foreman.

Submit a list of completed projects for each of the personnel including project names, addresses, and names and phone numbers of the owners as references.

Conduct a pre-repointing joint preparatory phase meeting at least 14 days before the start of repointing operations according to Subsection 153.04(a). Include the CO, the manufacturer's

technical field representatives, and any personnel involved in repointing joints to clearly outline the procedures for removal of loose mortar, cleaning joints before repointing, repointing joint, and cleaning excess mortar and stain from stone masonry.

Section 625. — TURF ESTABLISHMENT

625.03. Add the following:

Submit the following:

(a) Certification of seed. Include the year of production and the date of packaging; and

(b) Product information. Include the Material Safety Data Sheet (MSDS) for mulch and tackifier.

Employ a qualified landscape installer who has successfully performed native plant establishment over the last 3 years. Require the installer to maintain an experienced full-time supervisor on the project site when the work is in progress.

Deliver packaged materials in original, unopened containers. Provide all seed tags to the CO.

Proceed with seeding only when existing and forecasted weather conditions permit. Perform seeding when beneficial and optimum results may be obtained. Apply products according to the manufacturer's recommendations.

Thoroughly clean all equipment and vehicles of dirt, mud, plant materials, and seed, especially the undercarriage and any surface where soil containing exotic plant seeds may collect. All equipment and vehicles will be subject to inspection before entry into Acadia National Park. Clean hauling vehicles before their initial entry into Acadia National Park; subsequent entries will not require cleaning unless requested. Equipment found operating on the project site that has not been properly cleaned before entry into Acadia National Park or has not been inspected will be shut down and removed from the project site.

625.04. Delete the second paragraph and substitute the following:

Cultivate the seeding area to a minimum depth of 4 inches and prepare a firm, but friable seedbed before seeding.

Protect structures, utilities, sidewalks, pavements, other facilities, trees, shrubs, and plantings from damage caused by seeding operations. Protect adjacent and adjoining areas from seeding and mulching overspray.

Before seeding, obtain acceptance of finished grading from the CO. Restore seeding areas if eroded or otherwise disturbed after finished grading.

625.07. Add the following:

Apply seed at the distribution rate according to Table 625-1. Use pure live seed for seed quantity. Bulk seed will not be accepted or approved.

Table 625-1
Distribution of Seed Mix

Name of Seed	Percentage
Hard fescue (<i>Festuca trachyphylla</i>)	30
Creeping red fescue (<i>Festuca rubra ssp. araneira</i>)	30
Chewings fescue (<i>Festuca rubra ssp. commutata</i>)	30
Intermediate rye (<i>Lolium hybridum</i>)	10

625.07(b). Delete the Subsection and substitute the following:

(b) Hydraulic method. Apply seed at a rate of 36 pounds of pure live seed per acre.

Mix specified seed and mulch material in water, using equipment specifically designed for hydraulic applications. Continue mixing until uniformly blended into a homogeneous slurry suitable for hydraulic application.

Apply the slurry by spraying uniformly onto all areas to be seeded according to the following:

(1) Use equipment specifically for seeding capable of providing a uniform application using water as the carrying agent. Add 400 pounds per acre of mulch consisting of wood fiber mulch as a tracer material to the water. Add the seed to the slurry no more than 30 minutes before application.

(2) Apply mulch according to Subsection 625.08(b).

Seed areas inaccessible to seeding equipment by hand.

625.08(b). Delete the Subsection and substitute the following:

(b) Hydraulic method. With the same type of equipment used for seeding, apply mulch without seed at a rate of 1,600 pounds of mulch per acre.

Mulch areas inaccessible to mulching equipment by hand.

625.09. Add the following:

Provide watering of seeded areas to a minimum 1-inch soil depth every 2 weeks until turf is established. Provide a watering schedule to the CO. Confirm the need for watering with the CO before proceeding with each watering. Avoid overwatering.

Provide a 180-day period maintenance period. If winter weather interrupts the maintenance

period, continue after the winter period. Include the seeding and watering in the maintenance period. Include mowing and subsequent determination whether watering is required.

Meet the following success criteria as determined by the CO:

- (a) At the end of the maintenance period, the seeded plants are viable and growing to cover at least 50 percent of seeded areas with bare spots not exceeding 5 by 5 inches.
- (b) Seeded areas contain no noxious weeds and no exotic species cover.

Use the materials and procedures specified to establish the seed in areas not meeting the success criteria. Regrade, reseed, and remulch bare or eroded areas.

Provide a 1-year warranty for seed growth and ground cover condition following the date of acceptance of the seeded areas by the CO.

Section 635. — TEMPORARY TRAFFIC CONTROL

635.04(e). Add the following:

If *marginal* or *unacceptable* devices are not corrected in the timeframe specified, the CO will provide written notification of those devices not in compliance with the contract. If the Contractor fails to bring the specified devices into compliance within a 24-hour period, the CO may assess a daily reduction in payment to the Contractor of \$1,950 per day. The CO may continue to assess the daily reduction in payment for each additional 24-hour period until the devices are corrected. This reduction in payment will be subtracted from the Contractor's progress payments and will be unrecoverable. Use of this reduction in payment does not waive the CO's right to suspend the work in whole or in part according to Subsection 108.06.

635.04(g). Add the following:

Submit a certification indicating that the devices are crashworthy as defined in Subsection 101.04.

635.07. Delete the second paragraph and substitute the following:

Remove or completely cover unnecessary signs, or signs that conflict with the construction signing or the approved temporary traffic control plan. Cover signs that are not removed so that no part of the covered sign is visible to traffic. Use sign covers meeting the following requirements:

- (a) Large enough to completely cover the sign;
- (b) Easy to attach to and remove from the sign without damaging the sign face. Do not use

adhesives, glues, tapes, or mechanical fasteners that mar face of the sign;

(c) Black, non-reflective, and opaque;

(d) Made of plywood (at least $\frac{3}{8}$ inches thick), aluminum (at least 0.040 inches thick), or other acceptable materials that will not be lifted, bent, or damaged by wind as approved; and

(e) Durable enough to resist deterioration due to weathering and atmospheric conditions for the duration of the project.

635.17. Add the following:

Patch and maintain the traveled way to provide a smooth, uniform traveling surface as directed. Correct raveling and other deficiencies as directed. Remove loose material.

Section 637. — FACILITIES AND SERVICES

637.02. Add the following:

Locate the Government field office within 15 miles of the project site and where high-speed internet service, as described in Subsection 637.04(k), is available. In remote locations where highspeed internet service is not available, the field office distance range may be extended or waived by the CO.

Clean the Government field office weekly to the approval of the CO.

637.03(a). Add the following:

Provide a storage facility conforming to Subsection 637.03(c).

Provide office equipment conforming to Subsection 637.03(e). Include an adequate supply of surge protectors for the office equipment.

Table 637-1. Amend the Field Office requirements as follows:

- Add "Closet, 45-cubic foot, 1 each".
- Add "with paper towels supply" to the "Sink with faucets for both hot and cold water" row.

Table 637-2. Amend the storage cabinet dimensions as follows:

- Storage cabinet, 72 inches H x 36 inches W x 18 inches D

637.03. Add the following:

(e) Office equipment. Provide the following office equipment in the Government field office:

(1) Laser copy machine. One self-feeding plain paper photocopying machine with the following minimum capabilities:

- (a)* Reproducing black and white, and color copies for each size paper;
- (b)* Equipped with 3 separate paper trays so that copying can be performed with 8½-by 11-inch (letter size), 8½-by 14-inch (legal size), and 11-by 17-inch paper without switching paper or paper trays;
- (c)* Automatic document feeder capable of making at least 20 copies per minute for each size paper;
- (d)* Reducing or enlarging originals, including duplex (double-sided) copying, for each size paper;
- (e)* Copying to Universal Serial Bus (USB) flash drive in Adobe Acrobat (*.pdf) file format; and
- (f)* Built-in wireless technology (Wi-Fi capable).

Provide all necessary supplies for the laser copy machine, including paper.

(2) Laser printer. One plain paper printing machine with the following minimum capabilities:

- (a)* Producing black and white, and color prints for each size paper;
- (b)* Equipped with 3 separate paper trays so that printing can be performed with 8½-by 11-inch (letter size), 8½-by 14-inch (legal size), and 11-by 17-inch paper without switching paper or paper trays;
- (c)* Automatic paper feeder capable of making at least 20 prints per minute for each size paper;
- (d)* Producing duplex (double-sided) prints for each size paper;
- (e)* Printing from direct personal computer (PC) and local area network (LAN) connections;
- (f)* Scanning to Adobe Acrobat (*.pdf) file format; and
- (g)* Built-in wireless technology (Wi-Fi capable).

The laser printer may be one machine in combination with the laser copy machine. Provide all necessary supplies for the laser printer, including paper.

(3) Laser facsimile (FAX) machine. One FAX machine with the following minimum capabilities:

- (a) Automatic document feeder with a minimum capacity of 20 pages;
- (b) Sending standard size documents up to and including 11- by 17-inch paper;
- (c) Printing on plain paper; and
- (d) Automatic dial/redial.

The laser FAX machine may be one machine in combination with the laser copy machine. Provide all necessary supplies for the laser FAX machine, including paper.

(4) High definition computer monitor. One high definition LCD or LED computer monitor with the following minimum capabilities:

- (a) 27-inch flat viewing screen;
- (b) Video Graphics Array (VGA) and High Definition Multimedia Interface (HDMI) ports; and
- (c) Supports an optimal resolution of 1920 x 1080 at 60Hz.

(5) Computer keyboard. One computer keyboard with the following minimum capabilities:

- (a) Standard 104-key Windows U.S. English QWERTY with keys for alphabet, functions, arrows, and numeric keypad; and
- (b) Connects to a windows-based computer by either a USB cord or wirelessly.

(6) Computer mouse. One ergonomic computer mouse with the following minimum capabilities:

- (a) Standard 2-button with a wheel for scrolling; and
- (b) Connects to a windows-based computer by either a USB cord or wirelessly.

637.04(e). Add the following:

Portable toilets are not acceptable for commercial field office. Provide indoor flush toilets hooked to sewer service according to Subsection 637.04(d).

637.04(k). Add the following:

Submit firewall configuration for approval. Do not change the firewall configuration after it is approved. Do not connect any equipment to the system other than U.S. Department of Transportation equipment.

Section 702. — ASPHALT MATERIAL AND ADDITIVES

702.01. Add the following:

Do not use asphalt binders with re-fined engine oil bottoms (REOB), oil recovered at the bottom of a vacuum tower, or vacuum tower asphalt extenders (VTAE).

Section 703. — AGGREGATE

703.05(a). Delete Subsections **(3)** and **(4)**.

703.05(a). Add the following:

(7) California bearing ratio as determined by AASHTO T 193 at 95 percent of maximum dry density in accordance with AASHTO T 180 (Method D). 70 percent minimum

703.05(b)(1). Add the following:

The gradation range only of the aggregate base may conform to the requirements of the current edition of the Maine DOT Standard Specifications, Subsection 703.06: Aggregate for Base, found at <https://www.maine.gov/dot/doing-business/bid-opportunities/standards>, subject to the approval of the CO. Conform to the requirements of Subsections 703.05(a) and 703.05(b) for all other properties. Submit the request according to Subsection 301.03.

703.05(b). Add the following:

(3) Plasticity index, AASHTO T 90 3 maximum

703.05(b). Delete Table 703-1 and substitute the following:

Table 703-1
Target Value Ranges for Subbase, Base, and Surface Course Gradation

Sieve size	Percent by Mass Passing Designated Sieve (AASHTO T 27 & T 11)		
	Grading Designation ⁽¹⁾		
	Subbase	Base	Surface

	A	B	C	D	E	F	G	H
2½ in	100	—	—	—	—	—	—	—
2 in	97 to 100	100	100	—	—	—	—	—
1½ in	—	97 to 100	—	—	—	—	—	—
1 in	65 to 79	—	80 to 100	100	100	—	100	—
¾ in	—	—	64 to 94	86 to 100	86 to 100	100	—	100
½ in	45 to 59	—	—	—	—	—	70 to 80	—
⅜ in	—	—	40 to 69	51 to 82	51 to 82	62 to 90	—	—
No. 4	28 to 42	40 to 60	31 to 54	36 to 64	36 to 64	36 to 74	40 to 50	41 to 71
No. 10	—	—	—	—	—	—	25 to 40	—
No. 40	9 to 17	—	—	12 to 26	12 to 26	12 to 26	15 to 25	12 to 28
No. 200	4.0 to 8.0	4.0 to 12.0	4.0 to 7.0	4.0 to 7.0	10 max ⁽²⁾	4.0 to 7.0	8.0 to 14.0	9.0 to 16.0

(1) Contractor specified target values. See [Table 703-2](#) for allowable deviations.

(2) Statistical procedures do not apply.

703.05. Add the following:

Table 703-2A
State Department of Transportation Gradation
Allowable Deviation Based on Target Value

Percent by Mass Passing		Allowable Deviation
Minimum	Maximum	
90.1	100.0	6
80.1	90.0	8
30.1	80.0	8
20.1	30.0	8
10.1	20.0	6
0	10.0	4

Add the following after Subsection 703.20:

703.21 Structural Backfill (#57 Stone). Furnish structural backfill conforming to AASHTO M 80, Class E and AASHTO M 43, Size Number 57, with a pH, AASHTO T 289 range of 5.0 to 10.0.

Section 712. — JOINT MATERIAL

712.01(a). Add the following:

- (6) Elastomeric joint sealant ASTM C920, Type S, Grade NS, Class 35, use NT, M, A, O* and I

712.01(h) and (i). Delete the Subsections and substitute the following:

(h) Pre-compressed foam-supported silicone joint seal. Provide a joint system comprised of the following:

(1) Cellular polyurethane foam impregnated with hydrophobic 100 percent acrylic, water-based emulsion, factory coated with highway-grade, fuel resistant silicone conforming to Table 712-3.

(2) Field-applied epoxy adhesive primer conforming to Table 712-4.

(3) Field-injected silicone sealant bands conforming to Table 712-5.

Table 712-3
Impregnated Foam Requirements

Property	Test Method	Minimum Requirement
Base material	–	Cellular, high density, polyurethane foam
Tensile strength	ASTM D3574	18 psi
UV and moisture resistance	ASTM G155	No changes - 2000 hours, Pass
Density	ASTM D545	4 lb./cu. ft.
Elongation	ASTM D3574	125%
Temperature service range	ASTM C711	-40 to 185 °F

Table 712-4
Epoxy Adhesive Requirements

Property	Test Method	Minimum Requirement
Tensile strength	ASTM D638	3500 psi
Shear strength	ASTM D732	3000 psi
Bond strength	ASTM D882	2500 psi
Compressive strength	ASTM D695	8000 psi

Table 712-5
Silicone Sealant Bands Requirements

Property	Test Method	Requirement
Color	Visual	Black
Movement capability	ASTM C719	±50%
Elongation	ASTM D412	> 600%
Tensile strength	ASTM D412	≥ 100 psi

(i) Reserved.

Section 718. — TRAFFIC SIGNING AND MARKING MATERIAL

718.01. Add the following:

For a list of acceptable manufacturers and products, refer to the FHWA, *Traffic Sign Retroreflective Sheeting Identification Guide* found at <https://highways.dot.gov/safety/other/visibility/2014-traffic-sign-retroreflective-sheeting-identification-guide>.

Section 725. — MISCELLANEOUS MATERIAL

Add the following after Subsection 725.20:

725.21 Biological/Organic Cleaning Solution. Provide a cleaning solution that is effective for removing harmful biological/organic matter from concrete, masonry, granite, limestone, and brownstone. Provide a solution that is non-mutagenic and contains no carcinogenic compounds as defined by National Toxicology Program, the International Agency for Research on Cancer, or OSHA.

Provide cleaning solution conforming to Table 725-6 and meeting the following requirements:

- (a) 10 – 15 minute contact time;
- (b) Biodegradable;
- (c) Contains no acids, salts, or chlorines;
- (d) Neutral pH;
- (e) Will not etch material surface; and
- (f) Safe for surrounding vegetation.

Table 725-6
Biological/Organic Cleaning Solution Requirements

Property	Requirement
Color	Almost colorless
Physical form	Transparent, low viscosity
Specific gravity	1.01 g/cc
Water solubility	Complete
Vapor pressure	25 mm Hg @ 20 °C

**FEDERAL ACQUISITION REGULATION AND
TRANSPORTATION ACQUISITION REGULATION CLAUSES
REPRESENTATIONS AND CERTIFICATIONS
(Updated through FAC 2026-01)**

**52.209-5 -- Certification Regarding
Responsibility Matters (Aug 2020)**

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer

seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES REPRESENTATIONS AND CERTIFICATIONS (Updated through FAC 2026-01)

considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

52.209-7 – Information Regarding Responsibility Matters (Oct 2018)

(a) *Definitions.* As used in this provision—
“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.222-38 -- Compliance with Veterans' Employment Reporting Requirements (Feb 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause

**FEDERAL ACQUISITION REGULATION AND
TRANSPORTATION ACQUISITION REGULATION CLAUSES
REPRESENTATIONS AND CERTIFICATIONS
(Updated through FAC 2026-01)**

52.222-37, Employment Reports on Veterans), it
has filed the most recent VETS-4212 Report
required by that clause.

(End of Provision)

(End of Section K)

PERMITS OBTAINED FOR THIS PROJECT

Date: Oct 7, 2026 **Eastern Federal Lands Highway Division (EFLHD) - PERMIT TRACKING**

Project: ME NP ACAD BRG(2)

Project Manager: PM:Thomas Sohn//HD:Rachel Wright **EFLHD Main Permit Contact(s):** Project Support: Teri Acree

The following permits have been obtained for this project. Any modification to the work beyond what is shown in the contract plans and specifications may require modification to the permits. While notes regarding permit conditions are provided below to emphasize certain restrictions and requirements, all of the conditions for all of the permits must be fully adhered to as stated in the permit or approval document.

Permit/Approval	Agency	Received Date	Expiration Date	Remarks/Notes
Permit shall be obtained by Contractor	Maine DOT, Region 4 John Craig, Utility Permit Administrator 219 Hogan Road, Bangor, ME 04401 Phone: 207.941.4500 Email: John.Craig@maine.gov			8/21/2026: Per John Theriault, Region Traffic Engineer "Highway Opening Permit is required to work inside of the State Right of Way of Eagle Lake Road. However, this can be completed once a contractor is selected and you can utilize the detour plans within the contract documents. I am copying John Craig on this email who is our permitting specialist for this type of work." TTC Permit is not required. Highway Opening Permit shall be obtained by Contractor and is required for construction within MaineDOT ROW. Language should be included within the SCR and Contractor my reference the below link for Application instructions. https://www.maine.gov/dot/doing-business/utility-services/location-and-opening-permits



Acree, Teri <teri.acree@dot.gov>

Re: TTC Permit Determination-Project: ME NP ACAD BRG(2): FHWA

1 message

Fletcher, Brian <brian.fletcher1@dot.gov>
 To: "Acree, Teri" <teri.acree@dot.gov>

Mon, Aug 24, 2026 at 8:09 AM

Hi Teri,

The latter. Please fill out a Permit tracking form with the MDOT region 4 permitting POC, John Craig. I will add this information to my certification memo for Shahidul. I will also forward this to HWYDES to incorporate into the SCR.

Thanks,
 Brian



Brian Fletcher
 Project Support Team Leader
 Eastern Federal Lands- FHWA
 U.S. Department of Transportation
 571-837-1179
Brian.Fletcher1@dot.gov

On Fri, Aug 21, 2026 at 12:40 PM Acree, Teri <teri.acree@dot.gov> wrote:
 Brian,

See below response...

Should I respond with a request for a provisional Highway Occupancy Permit until the project is awarded or is this something that will go into the SCR and be completed by the Contractor?



Teri Acree
 Utility & Right-of-Way Coordinator
 FHWA | Eastern Federal Lands Highway Division
 Office: 865.286.6138

----- Forwarded message -----

From: **Therault, John** <John.Therault@maine.gov>
 Date: Fri, Aug 21, 2026 at 12:19 PM
 Subject: RE: TTC Permit Determination-Project: ME NP ACAD BRG(2): FHWA
 To: Acree, Teri <teri.acree@dot.gov>
 Cc: Sohn, Thomas (FHWA) <thomas.sohn@dot.gov>, Fletcher, Brian (FHWA) <brian.fletcher1@dot.gov>, EFLProjectSupport <eflprojectsupport@dot.gov>, Craig, John <John.Craig@maine.gov>, Roy, Amanda <Amanda.Roy@maine.gov>

Hi Teri,

Highway Opening Permit is required to work inside of the State Right of Way of Eagle Lake Road. This can be completed once a contractor is selected and you can utilize detour plans within the contract documents. I am copying John Craig on this email who is our permitting specialist for this type of work. Thanks.

John Theriault

207/561-5439

From: Acree, Teri <teri.acree@dot.gov>

Sent: Monday, August 17, 2026 11:44 AM

To: Theriault, John <John.Theriault@maine.gov>

Cc: Sohn, Thomas (FHWA) <thomas.sohn@dot.gov>; Fletcher, Brian (FHWA) <brian.fletcher1@dot.gov>; EFLProjectSupport <eflprojectsupport@dot.gov>

Subject: TTC Permit Determination-Project: ME NP ACAD BRG(2): FHWA

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning John,

Of late, Thomas Sohn, FHWA has been leading efforts regarding Traffic Control for the above noted project. Below is the email thread that I believe shows the progression of the correspondence with MaineDOT. Attached is the reduced TTC Plan Set 99% for your review and Permit determination. Also, I would appreciate your guidance on how to proceed, if a Permit is required.

Thank you and feel free to reach out if you have questions.



Teri Acree

Utility & Right-of-Way Coordinator

FHWA | Eastern Federal Lands Highway Division

Office: 865.286.6138

----- Forwarded message -----

From: Sohn, Thomas <thomas.sohn@dot.gov>

Date: Tue, Jul 7, 2026 at 4:01 PM

Subject: Re: ME NP ACAD BRG(2) - Detour Plan

To: Theriault, John <John.Theriault@maine.gov>

Cc: Fletcher, Brian (FHWA) <brian.fletcher1@dot.gov>

Thank you John,

We will make the corrections and reach out to you again regarding the highway occupancy permit for detours and ditch excavation work around the Paradise Hill Bridge over Route 233.

Tom

On Tue, Jul 7, 2026 at 3:24 PM Theriault, John <John.Theriault@maine.gov> wrote:

Hi Thomas,

Plans looks good to me. The only think I saw was on the first page on your locus plans you say, "See Note 7" and "See Note 8" but I think they should say see Note 9 and 10. Give it a look. Have a good night.

John Theriault

561-5439

From: Sohn, Thomas <thomas.sohn@dot.gov>
Sent: Tuesday, July 7, 2026 9:35 AM
To: Theriault, John <John.Theriault@maine.gov>
Subject: Fwd: ME NP ACAD BRG(2) - Detour Plan

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello John,

This is a reminder regarding the due date for your review comments.

Thank you.

----- Forwarded message -----

From: Sohn, Thomas <thomas.sohn@dot.gov>
Date: Tue, Jun 23, 2026 at 9:13 AM
Subject: ME NP ACAD BRG(2) - Detour Plan
To: Theriault, John <John.Theriault@maine.gov>
Cc: Fletcher, Brian (FHWA) <brian.fletcher1@dot.gov>, Hassan, Damon (FHWA) <damon.hassan@dot.gov>

Good morning John,

Please find the updated detour plans attached for your review.

We would appreciate your review comments by **7-7-26**.

Thank you.



Thomas Sohn, PE
Project Manager
Eastern Federal Lands Highway Division/ FHWA
U.S. Department of Transportation
Office: (703) 948-3570

Cell: (202) 557-9059
thomas.sohn@dot.gov

--

Sent: Tuesday, September 30, 2025 11:16 AM

To: Sohn, Thomas (FHWA) <thomas.sohn@dot.gov>; Theriault, John <John.Theriault@maine.gov>

Cc: Fletcher, Brian (FHWA) <brian.fletcher1@dot.gov>; Hassan, Damon (FHWA) <Damon.Hassan@dot.gov>; Nawaz, Shoukat (FHWA) <Shoukat.Nawaz@dot.gov>; Johnston, Keith W <Keith_Johnston@nps.gov>; Outhier, Matthew L <matt_outhier@nps.gov>

Subject: RE: ME NP ACAD BRG(2) Project - Proposed Detour Plans

CAUTION: This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hi Mr. Sohn,

I'm passing this along to John Theriault, who is now the region traffic engineer for this MaineDOT Region.

Thank you,

Alan Farrington

Assistant State Traffic Engineer

Traffic Engineering

Bureau of Maintenance and Operations

Maine Department of Transportation

16 SHS, Augusta, Maine 04333-0016

c: (207) 441-9081

alan.r.farrington@maine.gov

From: Sohn, Thomas (FHWA) <thomas.sohn@dot.gov>

Sent: Tuesday, September 30, 2025 9:18 AM

To: Farrington, Alan R <Alan.R.Farrington@maine.gov>

Cc: Fletcher, Brian (FHWA) <brian.fletcher1@dot.gov>; Hassan, Damon (FHWA) <Damon.Hassan@dot.gov>; Nawaz, Shoukat (FHWA) <Shoukat.Nawaz@dot.gov>; Johnston, Keith W <Keith_Johnston@nps.gov>; Outhier, Matthew L <matt_outhier@nps.gov>

Subject: ME NP ACAD BRG(2) Project - Proposed Detour Plans

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Farrington,

I am writing to formally submit the proposed detour plans for the upcoming bridge repairs within Acadia National Park. As the Project Manager for the FHWA - Eastern Federal Lands (EFL) Highway Division, I am responsible for ensuring that our projects meet the necessary standards and requirements.

As you may recall, you previously reviewed and approved a similar project, ME NP ACAD BRG(1), which involved a detour using Maine routes. The proposed detour plans for the current project are similar in nature and require using Maine routes due to two bridge closures during the late winter/ early spring of 2027.

The key facts regarding the project are as follows:

- * Repairs to the two bridges will require a closure from February (if weather allows) to Memorial Day 2027.

- * Two bridges requiring a detour route are:

- o Paradise Hill Road over Duck Brook Road (Schedule A)
- o Paradise Hill Road over Maine Route 233 (Schedule B)

- * Both bridges will be closed at the same time, and the detour route will be utilized for both bridge repairs occurring concurrently.

- * The detour route will primarily consist of Route 3, Maine Route 233, and Park Loop Road.

- * The closure of the Paradise Hill Road will be from just south of the Acadia NP Visitor center to just south of Maine Route 233.

I have attached a proposed detour map for your review and consideration. I would appreciate your prompt review of this document.

EFL design Team and I are scheduled to conduct a site visit on October 21 and 22. We would like to meet with you at the project site if you are available. However, please note that there is a possibility of a government shutdown, a prolonged government shutdown may necessitate rescheduling of the site visit.

If you have any questions or concerns regarding the proposed detour plans, please do not hesitate to reach out to me.

Thank you for your time and consideration in reviewing this matter.

Thomas Sohn, PE

Project Manager

Eastern Federal Lands Highway Division

Federal Highway Administration

Maine Department of Transportation Highway Opening Application

Applicant Information:		Date:
Name:	Phone:	Pager/Cell:
Address:	Town:	State: ZIP:

Primary Contact Information: <i>(Write "SAME" if the primary contact for on-site work will be the Applicant)</i>		
Name:	Phone:	Pager/Cell:
Address:	Town:	State: ZIP:

Proposed Work Information:		Highway Number (if known):
Town:	Road Name:	
Type of Work Proposed:	** Please attach a Location Map and Sketch Plan of the work area. **	
Who will perform the work?		
Anticipated work schedule:	Starting Date:	Completion Date:
If this work is for a utility, has an application for a <i>Utility Location Permit</i> been submitted?		☐ Yes ☐ No ☐ N/A
Is this work intended to be performed under the Funding Agency Addendum requirements?		☐ Yes ☐ No ☐ N/A
Have all existing utilities in the work area been notified of the proposed work and given an opportunity to comment?		☐ Yes ☐ No
GPS Coordinates of Work Location: (Please enter coordinates in Decimal Degrees, WGS 1984)		
	Latitude (ex: 44.3074199)	Longitude (ex: -69.7775613)
Starting Point:		
Ending Point:		

Impact & Fee Information:			
<i>Surface Type:</i>	<i>(A) Unit Cost:</i>	<i>(B) Estimated Area</i>	<i>Impact Value (A)x(B)</i>
Paved Surface: Bituminous Concrete or treated surface/shoulders <i>(Min. fee \$75, see below)</i>	\$75.00 per Sq. Yard	Sq. Yard(s)	\$
Concrete Surface: Portland Cement Concrete or Bituminous over concrete. <i>(Min. fee \$100, see below)</i>	\$100.00 per Sq. Yard	Sq. Yard(s)	\$
All Other Surfaces: Plain gravel surface/shoulder or area outside roadbed. <i>(Min. fee \$25, see below)</i>	\$10.00 per Sq. Yard	Sq. Yard(s)	\$
Other Work in addition to replacing pavement (Specify)			\$
Total Impact Value (Sum of all Impact Values)			\$
Permit Fee (10% of Total Impact Value, OR, if the calculated Permit Fee is less than the highest minimum fee specified above for the surface type impacted, than the highest applicable minimum fee shall be used. (Example: if you impact a paved and a non-paved surface, the applicable minimum fee is \$75).			\$
<i>Please Note: Permit Fees for non-escrow applications are nonrefundable.</i>			

Instructions for Payment:
If you are a licensed utility, a municipality or any other governmental entity AND the TOTAL IMPACT VALUE calculated above is \$10,000 or less, please include payment in the amount of the Permit Fee with this application, made out to Treasurer, State of Maine .
If you are NOT a licensed utility, a municipality or other governmental entity, AND the TOTAL IMPACT VALUE calculated above is \$5,000 or less, AND you will <u>not</u> be impacting the paved or concrete surface of the highway, please include payment in the amount of the Permit Fee with this application. If you ARE proposing to impact the paved or concrete surface of the highway, please include payment in the amount of the TOTAL IMPACT VALUE and all but 10% will be returned to you upon satisfactory completion of the work.
If the TOTAL IMPACT VALUE exceeds \$10,000 for licensed utilities, municipalities or other governmental entities, OR \$5,000 for all other applicants, a SPECIAL OPENING PERMIT as described in section 6.2.A.(6) of MaineDOT's Utility Accommodation Rule (17-229 CMR 210) shall also apply. In this circumstance, an escrow account will be established and there is no direct payment submitted with this application.
Do you request a refund of the entire permit fee contingent on a full width overlay per 17-229 CMR 210 Section 6.7.G?

NOTICE TO APPLICANT: the Applicant is hereby notified that, upon approval of this application, all work shall comply with the following requirements, as applicable: (1) all conditions specified in the Highway Opening Permit; (2) MaineDOT's Standard Specifications and Standard Details; (3) MaineDOT's Utility Accommodation Rules (17-229 CMR 210); (4) all conditions of an associated Utility Location Permit issued by MaineDOT; and (5) all applicable local ordinances and federal and state laws. In the event of a conflict between any requirements, the more stringent requirement shall govern unless otherwise directed by the Department. Specific attention is directed to the following requirements: (1) Work zone traffic control standards as defined by the Manual on Uniform Traffic Control Devices (MUTCD); (2) Occupational Safety & Health Administration (OSHA) trenching and excavation standards; and (3) 23 MRSA Section 3360-A, Protection of Underground Facilities (a.k.a. "The Dig Safe® Law") which requires notification at least three working days prior to making any excavation. Additional information may be found at: <http://mutcd.fhwa.dot.gov> , <http://www.osha.gov/SLTC/trenchingexcavation/> , and www.digsafe.com respectively. The Applicant shall be responsible for all final restoration of the affected area to the satisfaction of MaineDOT.

The MaineDOT Region Office shall be notified at least **48 HOURS** prior to the actual start of work.

Applicant's Signature: _____ Date: _____

Applicant Name: _____ Town: _____

The purpose of this "Sketch Plan" is to show the location of the proposed opening in relation to the highway. This plan is not intended to be drawn to scale, however, you must accurately reference the proposed facility and excavation with offset distances from one of the lines on the road. In addition, please provide other accurate dimensions as necessary.

The diagram illustrates a cross-section of a two-lane road. The road is centered on a grid. The central travel lanes are shaded gray and labeled "Travel Lane". The edges of the travel way are marked with dashed lines and labeled "Edge of Travel Way (ETW)". The shoulders are unshaded and labeled "Shldr". The edges of the shoulders are marked with dashed lines and labeled "Edge of Shoulder". A north arrow is located in the center of the diagram, pointing upwards and labeled "Indicate NORTH". The road is flanked by "Right-of-Way Line" markers, indicated by dashed lines.