MA 18P 21102500000000000026
NEW

State of Maine

Master Agreement

Effective Date: 10/27/21 **Expiration Date:** 10/31/23

Master Agreement Description: EMSEAL Bridge Seal System

Buyer Information

William Allen	207-624-7871	**ext.** NULL	WJE.Allen@maine.gov

Issuer Information

Sharon Krechkin	207-624-3038	**ext.**	sharon.krechkin@maine.gov

Requestor Information

Sharon Krechkin	207-624-3038	**ext.**	sharon.krechkin@maine.gov

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID
VC0000200104

Vendor Name
EMSEAL JOINT SYSTEMS LTD

Alias/DBA

Vendor Address Information
25 BRIDLE LANE

WESTBOROUGH, MA 01581
US

Vendor Contact Information

MA 18F 21102500000000000026

JEAN BELEC
508-836-0280 **ext.**
jbelec@emseal.com

Payment Discount Terms

Discount 1:	2.5000%	10	**Days**
		0	**Days**
		0	**Days**
		0	**Days**

Commodity Information

Vendor Line #: 1

Vendor Name: EMSEAL JOINT SYSTEMS LTD

Commodity Line #: 1

Commodity Code: 96712

Commodity Description: Silane, Emseal And Silcoflex

Commodity Specifications:

Commodity Extended Description: EMSEAL Bridge Seal System

Quantity	**UOM**	**Unit Price**
0.00000		0.000000
Delivery Days	**Free On Board**	
7		
Contract Amount	**Service Start Date**	**Service End Date**
0.00	10/27/21	10/31/23
Catalog Name	**Discount**	
	0.0000 %	
	Discount Start Date	**Discount End Date**

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
David Morris
2A644AF5681F482...

10/26/2021

Signature Date

David Morris, Deputy Chief Procurement Officer

and

EMSEAL JOINT SYSTEMS LTD

DocuSigned by:
Andy Castillo
BB9257A7896849E...

11/8/2021

Signature Date

Andres Castillo, Director of Sales

RIDERS

☑	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
☒	Rider A – MA User Information and/or Specifications
☒	Rider B – Terms and Conditions
☐	Rider C - Exceptions
☒	Bid Cover Page and Debarment Form – Appendix A from RFQ
☒	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
☒	Safety Data Sheets
☐	Other – Included at Department's Discretion

RIDER A
Master Agreement User Information and/or Specifications
MA 211025-026

Commodity: EMSEAL Bridge Seal System

Master Agreement Competitive Bid RFQ: 17A 210923-063

Contract Period: Through October 31, 2023. The State of Maine with vendor approval can opt to issue up to one (1) two (2) year and one (1) one (1) year extensions.

Vendor Contact Person: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:
Name: Andres Castillo **Tel**: 508-330-7900 **Email**: acastillo@emseal.com

Prices: Bid Price must be with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

Price and Rate Guarantee Period: All quoted prices and rates must be guaranteed for and must remain firm for minimally one year of the initial contract period. Any approved price or rate adjustments must be held firm for minimally one year or the remainder of the contract period. Price adjustment requests must be made by the selected vendor(s) at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from the manufacture supporting the request. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

Quantities: It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

Ordering Procedures: Delivery Orders (DO) will be created in AdvantageME for all orders over $5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than $5000.00 can be placed using a State of Maine issued P-Card (credit card).

Delivery: The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

Using Departments: The primary using department will be the MaineDOT, all State of Maine departments and agencies to purchase these items on an as needed basis.

MaineDOT Shipping Points: The State of Maine expects the vendor to deliver to any state operated facility located in the State of Maine. MaineDOT will be the primary user, their primary delivery locations are:

Region 1: 570 US Route 1, Scarborough, ME 04070
Region 2: 420 Lewiston Rd., West Gardiner, ME 04345
Region 3: 547 Main Street, Dixfield, ME 04224
Region 4: 991 Fuller Road, Carmel, ME 04419
219 Hogan Road, Bangor, ME 04401
327 Thorsen Road, Hancock, ME 04640
58 Old County Road, Pembroke, ME 04666
Region 5: 159 Bangor Street, Houlton, ME 04730
33 Spruce Street, Presque Isle, ME 04769

Specifications

Physical Properties of Foam:

Property	Value	Test Method
Base Material	Cellular, high density polyurethane foam	N/A
Impregnation	Proprietary, modified, water-based, acrylic	N/A
Temperature Service Range High: Low:	 185 degrees F (85 deg C) -40 degrees F (-40 deg C)	ASTM C711
UV Resistance	No Changes – 2000 hours	ASTM G155-00A
Accelerated Weatherometer (resistance to aging)	No Changes – 2000 hours	ASTM G155-00A
Bleeding: -40 deg to 180 deg F (-40 deg to 85 deg C)	No bleeding when compressed to minimum of claimed movement i.e. -50% of nominal size and when simultaneously heated to 180 deg F (85 deg C) for 3 hours.	N/A
Compression Set:	Material Recovers to +50% of nominal size within 24 hours of compression to -50% and simulataneous heating to 180 deg F (85 deg C) for 3 hours.	N/A

Physical Properties of Silicone Coating:

Property	Value
Color	Black
Percent Solids (minimum)	96%
Specific Gravity	1.26 – 1.34
Following tests Conducted on Sealant Cured after 21 days at 77 degrees F (25 deg C) and 50% RH:	
Elongation percent Minimum	1400
Joint Modulus at 50% Elongation, psi (kPa) Maximum	7(48)
Joint Modulus at 100% Elongation, psi (kPa) Maximum	8(55)
Joint Modulus at 150% Elongation, psi (kPa) Maximum	9(62)
Adhesion to Concrete, minimum percent Elongation	+600
Adhesion to Asphalt, minimum percent Elongation	+600
Joint Movement Capability: +100/-50 %, 10 cycles	No Failure
Weatherability	Unnaffected by climatic extremes
Flexibility	Cured sealant stays rubbery from -50 to 300 deg F (-45 to 149 deg C)

Approximate Volume Change of Silicone Coating After Fluid Exposure:

Fluid	**Silicone Joint Sealant**	
JP – 4	5-20%	
Skydrol B	None	
50/50 Glycol/H20	None	
Hydraulic Fluid	None	After drying, all samples passed +100/-50% movement testing

At an additional cost we would also like to add a custom option:

We want a 15 degree turn-up at the ends of our seal in the gutter line (not a 90 degree). The turned-up portion is to be 16” long and the roadway portion is 36” long. The turn-up portion is coated on 3 sides as well.

A SIKA COMPANY

PRODUCT DATA **BEJS System**

Watertight Joint System for Bridges and Roads

BEJS SYSTEM sample shown here is displayed in substrate mock-up

Product Description

The **BEJS SYSTEM**, Bridge Expansion Joint System, builds on a track record of over 30 years of sealing horizontal plane joints with pre-compressed foam sealants.

The system is comprised of a precompressed, silicone-and-foam hybrid installed into field-applied epoxy adhesive on the joint faces; with the silicone bellows locked to the joint faces with a silicone sealant band (see Fig. 1).

The BEJS SYSTEM features an innovation in sealant technology in the form of a microsphere-modified, 100% acrylic impregnation infused into the cellular foam base material.

The material is odorless, clean handling, UV stable, non-staining, and features low temperature flexibility not previously available in asphalt, wax, or isobutylene-based predecessors or competitors.

The result is extension of the usability of the product to applications where asphalt and wax-based predecessors did not work well under conditions of thermal shock (rapid opening and closing of joints during large temperature swings). These applications include joint-face adhered installations on bridge decks, wing walls, abutments, jersey barriers, precast panels, etc.

Suitability is further extended to applications in colder geographical regions to which asphalt and wax-based predecessors have not previously been recommended.

Uses

- Watertight, traffic durable, joint-face-adhered, precompressed, **primary seal** for retrofit and new expansion joints in road bridges, wing walls, abutments, jersey barriers, longitudinal joints, precast panels, etc.
- Ideal for new construction and retrofit bridge preservation of old or failed joint systems in concrete or rebuilt joint edges. Use in embedded metal angles where demolition or removal of the metal angles is not feasible and where existing joint opening is suited to the movement capability of BEJS.
- Ideal for lasting replacement of failed caulk joints.

Features

Watertight – the tensionless silicone bellows are installed just below the deck surface. This ensures watertightness is achieved at the deck surface.

Non-Invasive Anchoring – there are no hard metal-to-concrete connections with the BEJS SYSTEM. This includes embedded pins, anchors, screws, bolts or tracks, trays or rails. The system is locked to the joint faces by means of the backpressure of the foam; the epoxy adhesive; and the injected silicone sealant band at the joint face to foam and silicone bellows interface.

Continuity of Seal – as in all EMSEAL expansion joint systems, continuity of seal through changes in plane and direction is an essential performance differentiator. "Universal 90s*" Kickout Terminations" and "Custom Transitions" are factory fabricated transition pieces from EMSEAL that can be installed at inside corners and outside corners as needed and are warranted by EMSEAL to be watertight through the entire movement capability of the product. Alternatively, details for field-fabricated transitions from deck to wall, at curbs, sidewalks, parapets, tees, and crosses are available from EMSEAL.

Movement Capability

+60% and -60% (Total 120%) of nominal material size.

Aesthetics & Versatility

Standard color is black. Uniform bellows appearance, fuel resistance, and an enhanced ability to handle variations in joint size are among other system features.

Performance

- Substrates must be parallel, plumb and capable of resisting approx. 2.5 psi backpressure from the foam.
- Standard sizes from 1/2" (12mm) to 4" (100mm). Other sizes available subject to review of application: consult EMSEAL.
- Fuel Resistance: Silicone sealant is not degraded by contact with fuel. Some swelling of the silicone material will normally occur, but it will return to its original shape upon evaporation of the fuel.

Composition

- BEJS is produced by coating an impregnated cellular foam with highway-grade silicone.
- The silicone external facing is factory applied to the foam at a width greater than maximum joint extension and is cured before final compression.
- Silicone application and curing takes place in a factory-controlled environment. In contrast to field applied liquid sealant and

Continued on back

EMSEAL JOINT SYSTEMS, LTD 25 Bridle Lane, Westborough, MA 01581 USA **PH:** 508.836.0280 **FX:** 508.836.0281
EMSEAL, LLC 111 Royal Group Crescent, Woodbridge, ON, L4H 1X9 Canada **PH:** 416.740.2090 **FX:** 416.740.0233

Fig.1: BEJS SYSTEM in Typical Installation — New or Retrofit

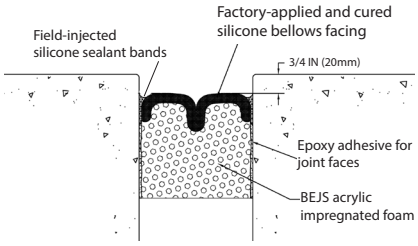


Fig.2: BEJS-ON-A-REEL for Joints 1/2" (12mm) – 1 1/4" (30mm)

Note: Material sizes less than 1 1/4" (30mm) are supplied on 12-LF long reels with a smooth, convex single bellows as shown.

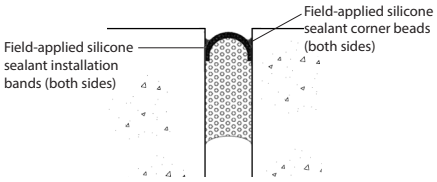


Fig.3: BEJS SYSTEM in Existing Steel Angles – Retrofit

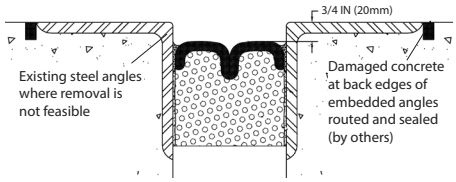


Fig.4: BEJS SYSTEM in Existing Strip-Seal Retrofit

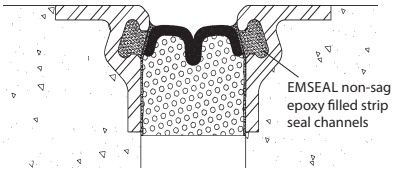
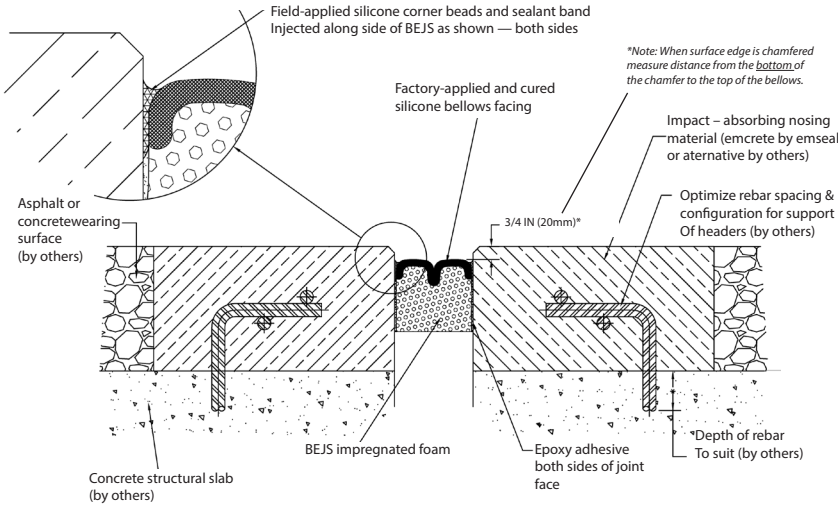


Fig.5: BEJS SYSTEM in New or Rebuilt Joint Edges with Nosing Material



Composition, *continued*

backer rod installations, no movement takes place during curing that can cause deformation or stresses in the material.

- When compressed, a bellows is created in the coating. As joint movement occurs the bellows simply folds and unfolds free of tension on the bondline, and virtually free of tensile stresses in the silicone material.
- The foam provides a resilient backing to the silicone coating, making the system capable of resisting reasonable transient point loads.
- BEJS SYSTEM is precompressed to less than the joint size for easy insertion. After removal from the shrink-wrap and hard board restraining packaging, it expands gradually.

Installation

IMPORTANT: The following instructions are a summary. Refer to "BEJS SYSTEM Install Data" and job-specific instructions of an EMSEAL technician for complete procedures.

- Store indoors at room temperature. Expansion is quicker when warm, slower when cold.
- Properly prepare substrates.
- Ensure material nominal size matches joint size.
- **Manufacturer recommended minimum installation temperature: 40° F and rising**
- Mix epoxy and trowel a thin layer onto the joint faces to at least the depth of the BEJS foam
- Apply a thin layer of epoxy to both sides of the joint face.
- Remove shrink-wrap packaging, hardboard. If necessary, heat using torch to expand material to a snug fit in the joint.
- Insert material into joint with a 3/4" (20mm) recess. For reels recess 1/2" (12mm).
- Join lengths by pushing silicone coated ends firmly together.
- Wipe silicone facing using clean, lint-free rag made damp with solvent.
- Before the epoxy cures, force the tip of the sealant tube between the foam and the substrate and inject a silicone sealant band. Tool overflow sealant into a cove bead between the top of the silicone bellows and the substrate. Tool silicone between joined lengths so that bellows is not restrained by excess silicone.

CAD Details & Guide Specs

Guide specifications and CAD details are available at www.emseal.com.

Warranty

Standard or project-specific warranties are available from EMSEAL on request.

Availability & Price

BEJS SYSTEM is available for shipment internationally. Prices are available from local representatives and/or directly from the manufacturer. The product range is continually being updated, and accordingly EMSEAL reserves the right to modify or withdraw any product without prior notice.

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EMSEAL, LLC 111 Royal Group Crescent, Woodbridge, ON, L4H 1X9 Canada **PH:** 416.740.2090 **FX:** 416.740.0233

Table 1: Typical Physical Properties of Preformed, Precompressed, Foam Supported Silicone Expansion Joint System

The base material is an odorless, clean handling, UV stable, non-staining polyurethane open cell foam with 100% acrylic, microsphere-modified, water based impregnation infused into the cellular foam base material Continuity of seal can be achieved using field or factory fabricated transitions.

Property	Value	Test Method
Thermal Movement	500 cycles at -60%, +60% Movement, Pass	ASTM E1399
Acrylic Impregnation	100%, Microsphere Modified, Water-based	
Base Material	Min 5.65 kg/m^3 Cellular, High Density, Polyurethane Foam	ASTM D3574
Density	Min. 6 lbs/cu ft	ASTM D545
Tensile Strength	Min. 18 psi	ASTM D3574
Elongation	Min. 150%	ASTM D3574
UV / Moisture Resistance	No Changes - 2000 hours, Pass	ASTM G155-00A
Compression Set	Max 3%	ASTM D3574
Temperature Service Range	-40°F to 185°F [-40°C to 85°C]	ASTM C711

Note: *All testing conducted with a minimum silicone coating, at center line of the joint seal (between silicone coating bellows), of 1.5mm*

Table 2: Typical Physical Properties of Silicone Coating & Sealant Bands

The highway grade silicone coating is cured in a factory environment and installed in the field with the SAME fuel resistant, UV resistant, highway grade silicone. Continuity of seal is achieved using ONLY a single component to join and seal the Preformed Pre-Compressed, Silicone Coated, Self-Expanding Sealant System When sized correctly silicone is NEVER in tension.

Property	Value	Test Method
Single Component Coating	Sikasil® WS-295	Coatings, Joints, and Bands
Shore A Hardness	Min. 25	ASTM C661
Movement Capability	+50%, -50% (Total 100%)	ASTM C719
Tensile Strength	Min. 175psi	ASTM D412
Elongation at Break	Min. 600%	ASTM D412

Table 3: Typical Physical Properties of Epoxy Adhesive

The 2-component, 100% solids, solvent free, moisturetolerant, high strength, structural epoxy adhesive applied to the substrate at the approximate depth of the joint seal at a paper thin (≈1/16") thickness.

Property	Value	Test Method
Tensile Strength	Min. 2900 psi	ASTM D638
Elongation at Break	0.20%	ASTM D638
Shear Strength	Min. 2700 psi	ASTM D732
Bond Strength	Hardened Concrete, Min. 3100 psi Steel, Min. 3260 psi	ASTM C882
Compressive Strength	Min. 9000 psi	ASTM D695
Pot Life	60 minutes (at 72°F)	
Tack Free Time	1.5 to 2.5 hours	30 mils (≈1/4") thick

Table 4: BEJS SYSTEM Sizing

(see "Performance" for movement capabilities & limitations)

Nominal Material Size (Joint Size at Mean T°F)	Depth of Seal	Min. Joint (closes to)	Max. Joint (opens to)
The following sizes are supplied on 12-LF (3.65 M) reels. See BEJS-ON-A-REEL information sheet.			
1/2" (12mm)	1 3/4" (45mm)	1/4" (6mm)	3/4" (20mm)
3/4" (20mm)	1-3/4" (45mm)	5/16" (8mm)	1-1/4" (30mm)
1" (25mm)	1 3/4" (45mm)	3/8" (10mm)	1-1/2" (40mm)
1-1/4" (30mm)	1 3/4" (45mm)	1/2" (12mm)	2" (50mm)
The following sizes are supplied in shrink-wrapped sticks of 6.56 ft. (2M):			
1-1/2" (40mm)	2-1/4" (55mm)	5/8" (16mm)	2-1/2" (65mm)
1-3/4" (45mm)	2-1/4" (55mm)	11/16" (18mm)	3" (75mm)
2" (50mm)	2-1/2" (65mm)	3/4" (20mm)	3 3/8" (80mm)
2-1/4" (55mm)	2-1/2" (65mm)	7/8" (22mm)	3-1/2" (90mm)
2-1/2" (65mm)	2-1/2" (65mm)	1" (25mm)	4" (100mm)
2-3/4" (70mm)	2-3/4" (70mm)	1-1/8" (28mm)	4-1/2" (115mm)
3" (75mm)	2-3/4" (70mm)	1-1/4" (30mm)	4-7/8" (120mm)
3-1/4" (85mm)	3-1/2" (90mm)	1-3/8" (34mm)	5-1/4" (135mm)
3-1/2" (90mm)	3-1/2" (90mm)	1-7/16" (36mm)	5-5/8" (140mm)
3-3/4" (95mm)	3-1/2" (90mm)	1-1/2" (40mm)	6" (150mm)
4" (100mm)	3-1/2" (90mm)	1-5/8" (43mm)	6-3/8" (160mm)
For joint sizes larger than 4-inches consult EMSEAL			

Select nominal material size to correspond to joint-gap size at mean temperature.

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RIDER B
TERMS AND CONDITIONS

1. **DEFINITIONS**: The following definitions are applicable to these standard terms and conditions:
   a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
   b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
   c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
   d. The term "Division" shall refer to the State of Maine Division of Purchases.
   e. The term "Contractor", "Vendor", or "Provider" shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
   f. The term "Contract" or "Agreement" shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

2. **WARRANTY**: The Contractor warrants the following:
   a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
   b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
   c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
   d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
   e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of

negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
b. If Contractor fails to deliver specified materials or services, or
c. If Contractor fails to perform any of the provisions of this Agreement, or
d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United

States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation or this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

Appendix A

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: EMSEAL JOINT SYSTEMS, LTD.		
Chief Executive - Name/Title: LESTER HENSLEY - PRESIDENT & CEO		
Tel: 508-836-0280	Fax: 508-836-0281	E-mail: LHENSLEY@EMSEAL.COM
Headquarters Street Address: 25 BRIDLE LN		
Headquarters City/State/Zip: WESTBOROUGH, MA 01581		
(provide information requested below if different from above)		
Lead Point of Contact for Bid - Name/Title: ANDRES CASTILLO		
Tel: 508-330-7900	Fax: 508-836-0281	E-mail: ACASTILLO@EMSEAL.COM
Street Address: 25 BRIDLE LN		
City/State/Zip: WESTBOROUGH,MA 01581		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: ANDRES CASTILLO		Title: DIRECTOR OF SALES
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.		
Authorized Signature: DocuSigned by: Andy Castillo BB9257A7896849F...		Date: 10/5/2021

Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

a. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
b. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
    i. *fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
    ii. *violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
    iii. *are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
    iv. *have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default*.
c. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: ANDRES CASTILLO		Title: DIRECTOR OF SALES
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature.		
Authorized Signature: DocuSigned by: Andy Castillo BB9257A7896849F...		Date: 10/5/2021

Appendix D

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION CERTIFICATION

RFQ # 17A 210923-063
EMSEAL Bridge Seal System

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Orders from Municipality, Political Subdivisions and School Districts (Appendix D): If the bidder elects to permit Municipality, Political Subdivisions and School Districts to utilize the resulting Master Agreement Contract, The State of Maine will not be responsible for any order placed by these groups. All orders will originate from these groups and they will be liable for all payments.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

__X__ Yes

_____ Yes, with conditions as follows:

_____ No

Name of Company:

EMSEAL JOINT SYSTEMS, LTD.

Address:

25 BRIDLE LN WESTBOROUGH, MA 01581

Signature: DocuSigned by: Andy Castillo BB9257A7896849F...

Date: 10/5/2021

Appendix E

Safety Data Sheet
BEJS Foam

EMSEAL Joint Systems, Ltd.
25 Bridle Lane, Westborough, MA 01581 USA
www.emseal.com

Preparation Date March 15, 2015 **Revision Date** May 31, 2015

1. Identification of the Substance / Preparation

Product identifier	**BEJS**
Other identifier or names	BEJS System, BEJS Foam
UN ID number	None
Manufacturer Address	EMSEAL LLC 120 Carrier Drive Toronto, Ontario M9W 5R1 Canada
Company Phone	(508) 836-0280 M-F 9am - 5pm
Emergency Phone	CHEMTREC (800) 424-9300 (24 Hours)
CHEMTREC International Phone	+1 703-527-3887 (24 Hours)

2. Hazardous Indentification

Hazardous Classification	This product is not classified as hazardous when used as intended.
Signal Word	None
Pictograms	None
Emergency Overview:	No emergency requirements.

3. Composition / Information on Ingredients

EMSEAL BEJS is composed of polyurethane foam impregnated with a proprietary solid acrylic polymer bonded to a fully cured silicone sealant. It is classified as Non-Hazardous.

NOTE: Silicone facing is fully cured. The composition of the silicone in its liquid state is comprised of the following:

Chemical Name	*CAS #*	*% by Weight*	*GHS Classification Hazard Statements*
Polydimethyl Siloxane Diol	70131-67-8 3	0.0–60.0	SELF CLASSIFICATION Classification: Not Applicable
Calcium Carbonate (Limestone) Synthetic Calcium Carbonate	1317-65-3 371-34-1	10.0–40.0	SELF CLASSIFICATION Classification: Not Applicable
Phenyl Oximino Silane	34036-80-1	1.0–5.0	Classification: STOT RE Cat. 2, Skin Sensitization Cat. 1, Aquatic, Chronic Toxicity Cat. 3 Hazard Statement Codes: H373, H317, H412
Silicon Dioxide, Fumed	112945-52-5	1.0–5.0	SELF CLASSIFICATION Classification: Not Applicable
Mineral Spirits	8052-41-3	0.0-1.0	Classification: Carcinogenic Cat. 1B, Mutagenic Cat. 1B, Aspiration Hazard Cat. 1 Hazard Statement Codes: H350, H340, H304
Quartz	14808-60-7 14464-46-1	Trace	SELF CLASSIFICATION Classification: Carcinogenic Cat. 1B Hazard Statement Codes: H350
Water and other components. Each of the other components is present in less than 1 percent concentration (0.1% concentration for potential carcinogens, reproductive toxins, respiratory tract sensitizers, and mutagens).			Classification: Not Applicable

4. First Aid Measures

4.1 EYES:	Flush with water for at least 15 minutes, and call physician if problems persist.
4.2 SKIN:	Product may leave a sticky residue, and mild irritation if prolonged exposure. Scrub with soapy water until adhesive is removed.
4.3 INGESTION:	Do not eat – call physician if ingested.

5. Fire-fighting Measures

5.2 FLAMMABILITY:	Slight. Material can support an open flame or smoldering ignition. The foam can melt while burning which can contribute fire to spread.
5.2 FLASH POINT:	Unknown.
5.3 AUTO-IGNITION TEMPERATURE:	Unknown.
5.4 EXTINGUISHING MEDIA:	Large volumes of water, or ABC chemical may be appropriate for initial control or small volumes of impregnated foam.
5.5 HAZARDOUS DECOMPOSITION PRODUCTS:	Carbon di/mon oxides will be formed as well as other noxious and toxic fumes upon combustion – do not breath combustion products.

6. Accidental Release Measures

If material is unusable pick up pieces and dispose of in accordance with local regulations; material and all components are non-toxic and normal landfill will most often be acceptable.

7. Handling and Storage

Store in original packaging below 35°C. There are no special handling instructions.

8. Exposure Controls / Personal Protection

8.1 RESPIRATORY PROTECTION:	Not required
8.2 EYE PROTECTION:	Not required
8.3 SKIN PROTECTION:	Gloves of any material are suitable if desired, but not required. No other protection is required.

9. Physical and Chemical Properties

9.1 APPEARANCE:	Dark grey / charcoal colored foam and colored silicone with product identifying packaging.
9.2 ODOR:	Slight characteristic odor.
9.3 PERCENT SOLIDS BY WEIGHT:	100%
9.4 PHYSICAL STATE:	Solid
9.5 PERCENT VOLATILE:	<1% wt/wt
9.6 DENSITY:	0.4g/cm3
9.7 DECOMPOSITION:	> 300°C
9.8 SOLUBILITY IN WATER:	None

10. Stability and Reactivity

Stable under normal conditions – avoid temperatures in excess of 300°C, strong acids and bases, and open flame.

11. Toxicological Information

Unknown.

12. Ecological Information

Unknown

13. Disposal Considerations

No known hazard. Dispose of in accordance with local regulations; material and all components are non-toxic and disposal in normal landfill will most often be acceptable.

14. Transportation Information

Not hazardous – safe for non-hazardous shipping.

15. Regulatory Information

Unknown.

16. Other Information

No other information provided.