

MA 18P 2004210000000000131  
NEW

**State of Maine**



**Master Agreement**

**Effective Date:** 04/21/20

**Expiration Date:** 04/30/22

**Master Agreement Description:** Bridge Compression Seals - Wabo

**Buyer Information**

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

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

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

**Authorized Departments**

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VS0000021646

**Vendor Name**

Watson Bowman Acme

**Alias/DBA**

**Vendor Address Information**

95 Pineview Drive

Amherst, NY 14228

US

**Vendor Contact Information**

Debbie Steiger

716-817-5410 ext.  
debbie.steiger@mbcc-group.com

**Commodity Information**

**Vendor Line #:** 1  
**Vendor Name:** Watson Bowman Acme  
**Commodity Line #:** 1  
**Commodity Code:** 15507  
**Commodity Description:** Bridge Compression Seals - Wabo  
**Commodity Specifications:**  
**Commodity Extended Description:** Bridge Compression Seals - Wabo

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
4		
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00		
<b>Catalog Name</b>	<b>Discount</b>	
Watson Bowman Acme Bridge Seal	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>
	04/21/20	04/30/22

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:  
 4/21/2020  
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Signature	Date
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Jaime C. Schorr, Chief Procurement Officer

and

Watson Bowman Acme

DocuSigned by:  
 4/22/2020  
13ACA1C448E94C9...

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Signature	Date
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Michael Turchiarelli, Controller

**RIDERS**

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ
<input type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input checked="" type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input type="checkbox"/>	Other – Included at Department's Discretion

**RIDER A**  
**Scope of Work and/or Specifications**  
**MA 200421-131**

**Commodity:** Bridge Compression Seals - Wabo

**Master Agreement Competitive Bid RFQ:** RFQ 17A 200224-241

**Contract Period:** Through April 30, 2022. The State of Maine with vendor approval can opt to issue up to two (2) 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:** Debbie Steiger      **Tel:** 716-817-5410      **Email:** [Debbie.steiger@mbcc-group.com](mailto:Debbie.steiger@mbcc-group.com)

**Prices:** Prices are with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced 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.

**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).

**Shipping Locations:** The State of Maine may request these products be shipped to any State of Maine operated facility from boarder to boarder. The primary shipping locations expect to be in Scarborough, Topsham, Augusta, Dixfield, Wilton, Carmel, Hancock, Bangor and Presque Isle.

**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.



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# Wabo® Compression Seal

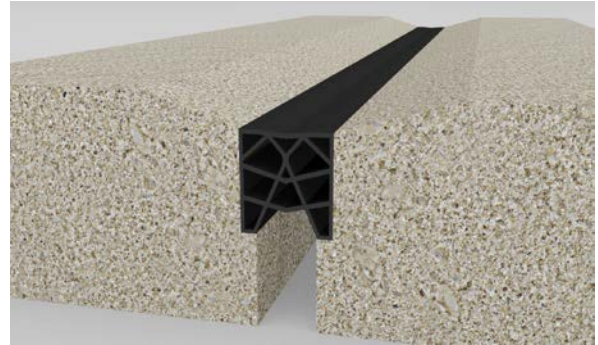
Bridge Series

Features	Benefits
<ul style="list-style-type: none"> <li>• Proven record</li> </ul>	Cost effective solution with over 30 years history of success
<ul style="list-style-type: none"> <li>• Ease of installation</li> </ul>	WaboPrimaLub lubricant facilitates the installation of the system
<ul style="list-style-type: none"> <li>• Versatile</li> </ul>	Conforms to various structural configurations
<ul style="list-style-type: none"> <li>• Unique design</li> </ul>	Proven profile design provides uniform compression and prevents the seal from being forced out of the joint opening

## DESCRIPTION:

Wabo® Compression Seal bridge series is a preformed elastic joint seal manufactured of neoprene and installed with a lubricant adhesive. It is highly resistant to deterioration from exposure to weather, sunlight, oils and impact. When properly installed, the Wabo® Compression Seal bridge series provides a permanent seal for any type construction whether in bridges, parking decks, or buildings.

Featuring an internal elastomeric cross-sectional web configuration, the seal design allows it to exert a continuous and uniform force against the joint walls therefore effectively preserving water tightness. Even at the lowest design temperature, the seal will retain its elasticity while maintaining a minimum of 15% compression to assure a dependable seal. The Wabo® Compression Seal bridge series has proven itself to be an effective and efficient seal in resisting the differential movements and extreme conditions found in high impact structures.



## RECOMMENDED FOR:

- Sealing expansion joints on bridge and highway structures
- Heavy duty traffic and high load applications

## PACKAGING/COVERAGE:

- Depending on seal size, the longest available stock lengths or ordered lengths are provided
- Wabo® Compression Seal seals are cut to length and palletized per limitations of required shipping methods.
- Wabo®PrimaLub – 1 gal container
- Wabo®PrimaLub lubricant coverage will depend on joint size, placement, waste, and experience.
- Wabo®PrimaLub consumption guidelines
  - 1.25" to 3.5" seal width = 200 ft per gallon
  - > 3.5" seal width = 100 ft per gallon

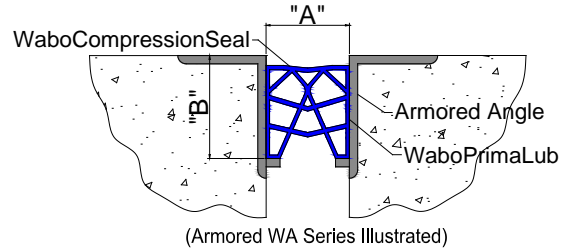
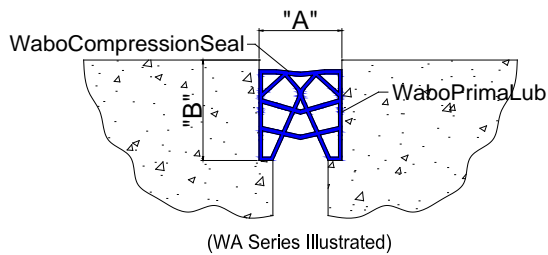


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## TECHNICAL DATA:

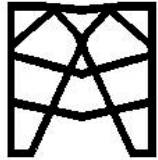
### Design Information

The degree of slab movement and actual joint width should be known before the appropriate sized Wabo®CompressionSeal can be selected for a particular joint. Any variation in joint openings as well as creep and shrinkage should also be considered.



### Movement Table

Model Number	Groove Width "A"						Min. Install Width		Groove Depth "B"		Nominal			
	Min.		Max.		Total						Width		Height	
	in	mm	in	mm	in	mm	in	mm	in	mm	in	mm	in	mm
WA-162	.625	16	1.381	35	.756	19	1.000	25	2.125	54	1.625	41	1.625	41
WA-175	.688	17	1.488	38	.800	20	1.000	25	2.625	67	1.750	44	2.000	51
WA-200	.875	22	1.700	43	.825	21	1.250	32	2.625	67	2.000	51	2.000	51
WA-225	.953	24	1.913	49	.960	24	1.375	35	3.000	76	2.250	57	2.250	57
WA-250	1.000	25	2.125	54	1.125	29	1.500	38	3.563	90	2.500	64	2.500	64
WA-300	1.125	29	2.550	65	1.425	36	1.750	44	4.313	110	3.000	76	3.000	76
WA-350	1.375	35	2.975	76	1.600	41	2.250	57	4.438	113	3.500	89	3.500	89
WA-400	1.625	41	3.400	86	1.775	45	2.500	64	5.000	127	4.000	102	4.000	102
WA-500	1.687	43	4.250	108	2.563	65	3.000	76	5.938	151	5.000	127	5.000	127



### PHYSICAL PROPERTIES:

Wabo®CompressionSeal seal material complies with ASTM D3542 and AASHTO M297

PHYSICAL PROPERTY	ASTM TEST METHOD	REQUIREMENTS
Tensile Strength, min	D 412	2,000 psi (13.8 Mpa)
Elongation at Break, min	D 412	250%
Hardness, Shore A	D 2240	55 +/- 5
Oven Aging, 70 hrs. @		
Tensile, max loss	D 573	20%
Elongation, max loss		20%
Change in Hardness		0 to 10 pts.
Oil Swell, 70 hrs. @212°F(100°C)	D 471	
Weight Change, max		45%
Ozone Resistance	D 1149	
70 hrs. @ 104°F(40°C)		no cracks
Low Temperature Recovery	Section 7d	
72 hrs 14°F, min		88%
22 hrs -20°F, min		83%
70 hrs 212°F, min		85%

Watson Bowman Acme Corp.  
 95 Pineview Drive  
 Amherst, NY 14228  
 phone: 716-691-7566  
 fax: 716-691-9239  
 wbacorp.com





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### INSTALLATION SUMMARY:

- The joint opening must be abrasive blasted to remove all latencies and contaminants which may cause bonding problems.
- Measure and cut to exact length needed for continuous joint, being careful not to pull or stretch the seal.
- Wear appropriate safety gloves when handling Wabo@PrimaLub. Apply a thin film of Wabo@PrimaLub lubricant immediately prior to the installation of the Wabo@CompressionSeal. WaboPrimaLub lubricant should be applied to both sides of the seal and along the joint interfaces.
- Compress seal and insert into joint opening. Clean the excess lubricant from the top surfaces.
- The seal should be installed below the finished surface and should never protrude above the joint edge. See the movement chart for proper groove depth.

### OPTIONS/EQUIPMENT:

- Seal installation tool (pogo stick) is recommended for installation. Contact WBA for seal installation tool.

### RELATED DOCUMENTS:

- Material Safety Data Sheets
- Wabo@CompressionSeal Specification
- Wabo@CompressionSeal Sales Drawings
- Wabo@CompressionSeal Installation Procedure

### LIMITED WARRANTY:

Watson Bowman Acme Corp. warrants that this product conforms to its current applicable specifications. WATSON BOWMAN ACME CORP. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. The sole and exclusive remedy of Purchaser for any claim concerning this product, including, but not limited to, claims alleging breach of warranty, negligence, strict liability or otherwise, is the replacement of product or refund of the purchase price, at the sole option of Watson Bowman Acme Corp. Any claims concerning this product shall be submitted in writing within one year of the delivery date of this product to Purchaser and any claims not presented within that period are waived by Purchaser. IN NO EVENT SHALL WATSON BOWMAN ACME CORP. BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDES LOSS OF PROFITS) OR PUNITIVE DAMAGES. Other warranties may be available when the product is installed by a factory trained installer. Contact your local Watson Bowman Acme representative for details. The data expressed herein is true and accurate to the best of our knowledge at the time published; it is, however, subject to change without notice.

### FOR BEST RESULTS:

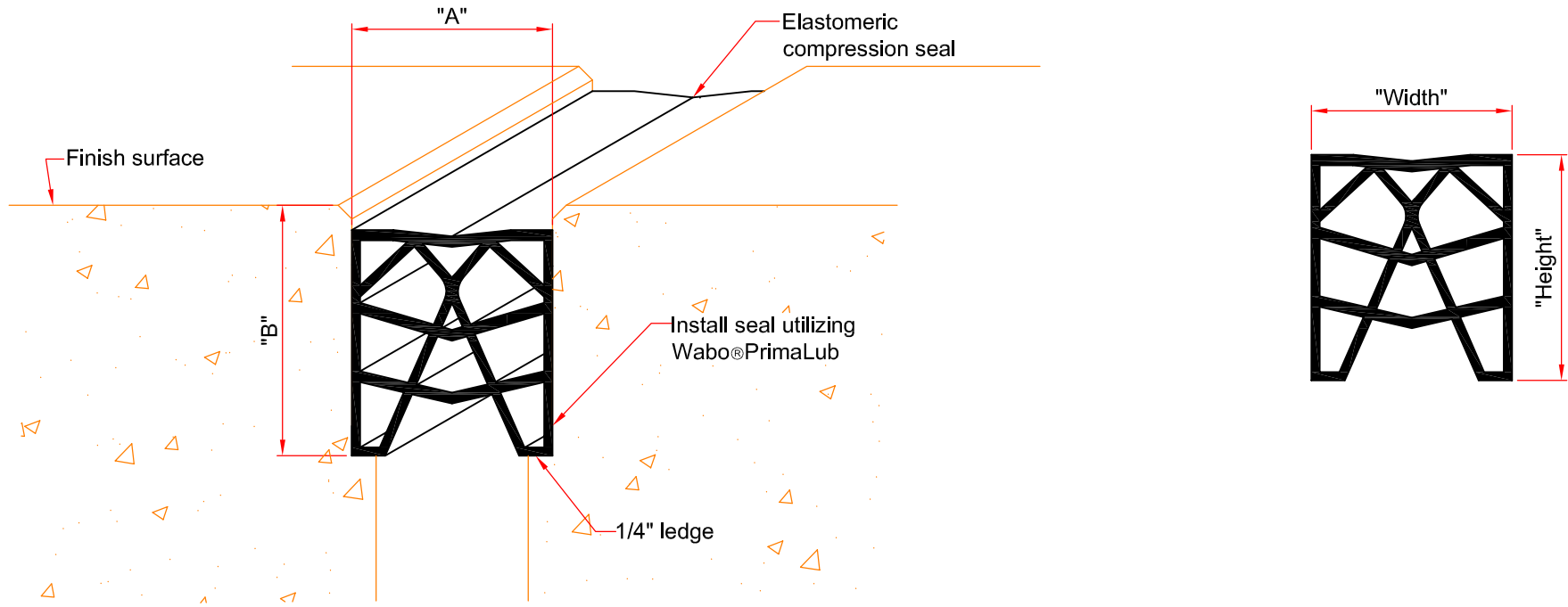
- Install when concrete substrate is clean, sound, dry, and cured (14 day minimum).
- Do not install if the joint's anticipated movement will exceed the seal's movement range. Do NOT use on joints where movements exceed 3 inches.
- Protect the work area with appropriate plastic sheeting.
- Minimize splice points by installing seals in longest possible continuous lengths.
- Do not allow any of the components to freeze prior to installation. Store all components out of direct sunlight in a clean, dry location between 50°F (10°C) and 90°F (32°C).
- Shelf life of chemical components is 1 year.
- Periodically inspect the applied material and repair localized areas as needed. Consult a Watson Bowman Acme representative for additional information.
- Make certain the most current version of the product data sheet is being used. Please consult the website ([www.wbacorp.com](http://www.wbacorp.com)) or contact a customer service representative.
- Proper application is the responsibility of the user. Field visits by Watson Bowman Acme personnel are for the purpose of making technical recommendations only and not for supervising or providing quality control on the jobsite.

## WaboCompressionSeal-Bridge\_1216

Watson Bowman Acme Corp.  
95 Pineview Drive  
Amherst, NY 14228  
phone: 716-691-7566  
fax: 716-691-9239  
[wbacorp.com](http://wbacorp.com)







**"WA" Profile**  
Concrete Blockout Condition

**Design Features**

- Cost effective solutions for general construction
- Over 20 year history of success
- High abrasion and ultra-violet resistance

Model Number	Groove Width "A"						Min. Install Width		Groove Depth "B"		Nominal			
	Min.		Max.		Total		Width		Depth		Width		Height	
	in	mm	in	mm	in	mm	in	mm	in	mm	in	mm	in	mm
WA-162	.625	16	1.381	35	.756	19	1.000	25	2.125	54	1.625	41	1.625	41
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WA-300	1.125	29	2.550	65	1.425	36	1.750	44	4.313	110	3.000	76	3.000	76
WA-350	1.375	35	2.975	76	1.600	41	2.250	57	4.438	113	3.500	89	3.500	89
WA-400	1.625	41	3.400	86	1.775	45	2.500	64	5.000	127	4.000	102	4.000	102
WA-500	1.687	43	4.250	108	2.563	65	3.000	76	5.938	151	5.000	127	5.000	127

Bridge Series  
**Wabo®CompressionSeal**  
Model: WA



Watson Bowman Acme Corp.  
95 Pineview Drive Amherst, NY 14228  
phone: (716) 691-7566 fax: (716) 691-9239  
www.wbacorp.com



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DETAILED BY: CTW	DATE: 10/12/00
CHECKED BY: WBA	CURRENT ISSUE: 2/2/10
SHEET NO: 1	DRAWING NO: C - 20513



# INSTALLATION PROCEDURE

## **Wabo® Compression Seal Bridge Series** Preformed Elastomeric Joint Seal for Bridge & Highway Applications

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### **A. General**

The work shall consist of furnishing and installing a Wabo® Compression Seal bridge series joint seal in accordance with the details shown on the plans and the requirements of the specifications. Placement of the Wabo® Compression Seal joint seal shall consist of proper surface preparations, material and application of materials. The Wabo® Compression Seal joint seal shall be shipped in the longest practical continuous length. Wabo® PrimaLub lubricant adhesive will be shipped in manufacturers labeled containers. Seals shall be cut to length on jobsite where required. Miter cut or bend seal (depending on size) in the field to conform to directional changes.

### **B. Joint Preparation**

Saw cutting of the joint opening is the preferred method of preparation. For formed joints, forming materials should be carefully removed to avoid edge spalling of the concrete. Joint gap edges should be chamfered to help prevent small fractures and spalling. Edge spalling conditions should be repaired and allowed to properly cure prior to installation of the Wabo® Compression Seal. Repairs shall be made as directed by the Engineer.

The concrete sidewalls must be sound and free of all contaminants such as grease, oil, form release agents, etc., prior to installation of the Wabo® Compression Seal.

The preferred method of surface preparation to produce laitence-free, roughened sidewalls is where abrasive blasting is not permitted; disc grinding should be employed. Care should be taken to insure a coarse disc is used; so as to produce an abraded surface. The gap openings should be blown out with clean air to remove dust.

Installation must be performed in joint gap openings with sound, clean and dry substrates. Any loose portion of concrete at the gap must be removed and the concrete properly repaired as directed by the engineer.



# INSTALLATION PROCEDURE

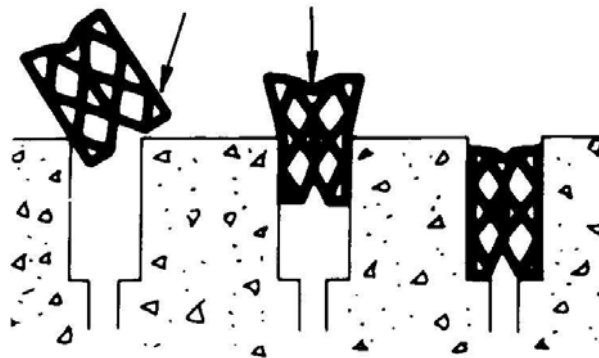
## Wabo® Compression Seal Bridge Series Preformed Elastomeric Joint Seal for Bridge & Highway Applications

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### D. Seal Placement

Prior to installation, the profile shall be uncoiled from shipment packaging and allowed to reach a relaxed condition. The Wabo® Compression Seal profile shall be cut to the correct length for installation. Care should be taken to extend the profile to its full length, without exerting any tension.

Apply the lubricant adhesive to the inside of the joint gap to a sufficient depth. The profile should then be inserted into the joint gap positioning seal to the proper depth.



INSTALLING SEAL IN EXPANSION JOINT

### E. Splice Procedure

Clean surfaces to be bonded of any dust, talc or other residue with an approved solvent. Ensure that the surfaces to be bonded together are both smooth so that full bearing contact can be achieved.





# INSTALLATION PROCEDURE

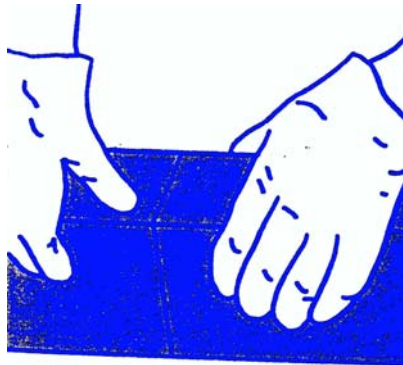
## **Wabo® Compression Seal Bridge Series** Preformed Elastomeric Joint Seal for Bridge & Highway Applications

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The bond at the splice location is achieved with a cyanoacrylate adhesive, which polymerizes on contact and produces a neoprene-to-neoprene bond with a minimum strength of 400 psi. To only one bonding surface, apply a conservative bead of adhesive to all webs of seal. Note that too much adhesive will inhibit the bonding ability.



Immediately after the adhesive is applied, carefully align the seal to bonding surfaces and force together with an even pressure.



**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 of 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**

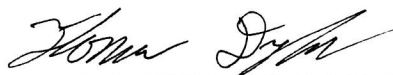
**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: <i>WATSON BOWMAN ACME CORP.</i>		
Chief Executive - Name/Title: <i>GARY MOORE BUSINESS DIRECTOR</i>		
Tel: <i>716-817-5431</i>	Fax:	E-mail: <i>GARY.MOORE@BASF.COM</i>
Headquarters Street Address: <i>95 PINEVIEW DRIVE</i>		
Headquarters City/State/Zip: <i>AMHERST, NY, 14228</i>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <i>DEBBIE STEIGER NATIONAL SALES MANAGER</i>		
Tel: <i>716-817-5410</i>	Fax: <i>716-691-9239</i>	E-mail: <i>DEBBIE.STEIGER@BASF.COM</i>
Street Address: <i>SAME AS ABOVE</i>		
City/State/Zip:		

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.

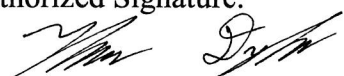
Name: <i>THOMAS DYBAS</i>	Title: <i>ESTIMATOR</i>
<b>To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.</b>	
Authorized Signature: 	Date: <i>2/26/20</i>

### 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: <i>THOMAS DYBAS</i>	Title: <i>ESTIMATOR</i>
<b>To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature.</b>	
Authorized Signature: 	Date: <i>2/26/20</i>

SUPPLIER PART NUMBER	SUPPLIER NAME	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
WA-162	Watson Bowman Acme	Bridge Compression Seal, 40FT WA-162	FOB DESTINATION PRICING	PKG	\$442.00	15
WA-175-C241	Watson Bowman Acme	Bridge Compression Seal, 40FT WA-175-C241	FOB DESTINATION PRICING	PKG	\$478.00	15
WA-200-C246	Watson Bowman Acme	Bridge Compression Seal, 40FT WA-200-C246	FOB DESTINATION PRICING	PKG	\$680.00	15
WA-225-C10282	Watson Bowman Acme	Bridge Compression Seal, 40FT WA-225-C10282	FOB DESTINATION PRICING	PKG	\$840.00	15
WA-250-C247	Watson Bowman Acme	Bridge Compression Seal, 40FT WA-250-C247	FOB DESTINATION PRICING	PKG	\$872.00	15
WA-300-C248	Watson Bowman Acme	Bridge Compression Seal, 40FT WA-300-C248	FOB DESTINATION PRICING	PKG	\$1,160.00	15
WA-350-C249	Watson Bowman Acme	Bridge Compression Seal, 40FT WA-3050-C249	FOB DESTINATION PRICING	PKG	\$1,544.00	15
WA-400-B254	Watson Bowman Acme	Bridge Compression Seal, 40FT WA-400-B254	FOB DESTINATION PRICING	PKG	\$1,896.00	15
WA-500	Watson Bowman Acme	Bridge Compression Seal, 40FT WA-500	FOB DESTINATION PRICING	PKG	\$2,284.00	15
PrimaLub	Watson Bowman Acme	Bridge Compression Seal PrimaLub	FOB DESTINATION PRICING	PKG	\$90.00	15