

Rich Bagenstose
484-637-3518 ext.
rich.bagenstose@fptinfrastructure.com

Commodity Information

Vendor Line #: 1

Vendor Name: FIBRECRETE PRESERVATION TECHNOLOGIES INC

Commodity Line #: 1

Commodity Code: 96712

Commodity Description: Foam Compression Joint System

Commodity Specifications:

Commodity Extended Description: Foam Compression Joint System

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0		
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
none	0.0000 %	
	Discount Start Date	Discount End Date
	07/12/24	07/31/26

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 7/10/2024
2A644AE5681E482

Signature Date

David Morris, Acting Chief Procurement Officer

FIBRECRETE PRESERVATION TECHNOLOGIES INC dba FPT INFRASTRUCTURE

DocuSigned by:
Marcy Ream 7/10/2024
55DAE97AAAE954FC

Signature Date

Marcy Ream, General Manager

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 – MA User Information and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ
<input checked="" type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ

RIDER A
Master Agreement User Information and/or Specifications
MA 240709-002

Commodity: Foam Compression Joint System

The State reserves the right to add other similar items or commodities to the Master Agreement (MA) if it's in the State's best interest but does not obligate the State to purchase similar noncontracted items or commodities from the vendor.

Master Agreement Competitive Bid RFQ: 17A 240614-304

Contract Period: Through July 31, 2026. 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: Rich Bagenstose **Tel:** 484-637-3518

Email: rich.bagenstose@fptinfrastructure.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.

Price and Rate Guarantee Period: Contracted 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 if there is less than one year remaining. Price adjustment requests must be made by the vendor(s) at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from the manufacture documenting the request is based on the vendor's actual cost increases. 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).

Using Departments: The primary using departments of this MA is MaineDOT, all state agencies are permitted to purchase from this MA.

Delivery Locations: The vendor must deliver to any State of Maine operated facility.

Delivery and Inspection: The requested items will be inspected after delivery. If shipment is deemed unacceptable the delivery will be refused and will be returned at the risk and expense of the selling vendor.

Specifications

Foam compression joint systems shall consist of the following three main components:

- 1) Acrylic impregnated cellular foam stick or reel with a factory applied silicone seal facing.
- 2) Field-applied epoxy adhesive.
- 3) Field-applied silicone sealant.

The foam compression joints systems shall be rated for movements within plus and minus 50% of the nominal material size. Joint systems shall be rated for use in the transportation industry, traffic grade, for highway bridge applications.

Component materials shall meet the following requirements:

CRITERIA	TEST METHOD	REQUIREMENTS
BASE FOAM:		
Polyurethane Open Cell	N/A	Yes
Acrylic Impregnation	N/A	Yes
Tensile Strength	ASTM D3574	16.5psi min
UV Resistance	ASTM G155, DIN 18542	Pass
Density	ASTM D 545	6 lb/cu.ft. min
Compression Set	ASTM D3574, D545	7.5% max
SILICONE FACING/SEALANT:		
Color	N/A	Black or Gray
Hardness (Shore A)	ASTM C661	15 to 30
Tensile Strength	ASTM D412	150psi min
EPOXY ADHESIVE:		
Bond Strength	ASTM C882 (Concrete/Steel)	2,000psi min



Mataspan®

OC2000 Series

Expansion Joint System

Product Description

Mataspan® OC2000 is a pre-compressed, self-expanding foam joint sealant with a highway grade silicone coating engineered to perform in primary horizontal applications such as road and bridge joints and airport runways. Mataspan OC2000 provides a primary seal and is watertight at the surface. It is specifically designed to provide a maximum seal in structures with shear and rapid movement. Mataspan OC2000 is manufactured at the highest quality level and is specially engineered for maximum performance in joints from 1/2" to 6". Mataspan OC2000-B is engineered for maximum performance in joints from 1/2" to 3".

Mataspan OC2000 consists of three construction elements: 1) a foundation of super-resilient micro-cell, cross-linked polyurethane foam that is a self-extinguishing, 2) a hydrophobic acrylic emulsion and, 3) a factory-applied coating of black traffic grade silicone (other coatings are available by special order). It is supplied in 2-meter (6.5 LF) sticks at a high level of compression for ease of installation and superior performance of the joint seal. Custom sizes are available upon request.

Mataspan OC2000-SR options are manufactured with special reinforcing members near the silicone seal that protect the joint from potential damage of concentrated loads.

Applications

- Primary horizontal expansion joints with vehicular or pedestrian traffic.
- Road and bridge joints.
- Airport runways.
- Approach slabs.

Features and Benefits

- Monolithic foam with no unbonded laminations; promotes ease of installation and prevents infiltration of obstructions and contaminants.
- Allows for up to 100% (+/- 50%) movement from mean joint size.
- Advanced polymer impregnation without heavy fillers that reduce performance.
- True tensionless system.
- Designed for rapid cycling and thermal shock; accommodates rapid rates of joint movement.
- Non-invasive anchoring to the substrate.
- Permanently conforms to joint contours.

Physical Properties*

Precompressed Foam Joint

Property	Test Method	Value
Impregnation	N/A	Proprietary modified acrylic
UV Resistance	ASTM C793, G155	Pass- No cracking
Movement Capability	ASTM E1399	±50% from mean joint size
50% Compression Strength	ASTM D3574	13.9 kPa
75% Compression Set	ASTM D3574	5.51% (Original Thickness) 7.36% (Compressed Thickness)
Tensile Strength	ASTM D3574	116 kPa
Tensile Strength	ASTM D412	16.6 psi
Low Temperature Flexibility	ASTM C711	No visible deleterious effects
Tear Strength	ASTM D624	52.2 lb/in
50% Compression Strength	ASTM D545	0.517 psi
50% Compression Recovery	ASTM D545	98.96%
Water Absorption	ASTM D545	39.69%
Density	ASTM D545	9.890 lb/ft ³

MATASPAN® OC2000

Expansion Joint System

Field-applied Silicone sealant as cured, after 14 days @77° F (25° C), 50RH

Property	Test Method	Value
Hardness (Shore A)	ASTM C661	+15
Tensile Strength at Max Elongation	ASTM D412	200 psi
Tensile Strength at 100% Elongation	ASTM C1184	35 psi
Tear Strength, Die ("C")	ASTM D624	40 pli

Epoxy Adhesive

Property	Test Method	Value
Bond Strength	ASTM C882	> 3500 psi
Thermal Compatibility	ASTM D884	PASS No cracking or delamination
Gel Time	ASTM C881	>30 minutes @ 75 °F

* The values shown are based on system testing under laboratory conditions. Different field application conditions or lab equipment configurations may result in system value variances.

Packaging

- 2-meter sticks compressed, blocked, and shrink wrapped
- Epoxy Adhesive and Silicone Sealants required for installation

Installation**Surface Preparation**

- Verify that the joint is clean, sound and will provide an appropriate substrate for installation of the joint sealant. Material will not adhere to surfaces contaminated by oil or grease.
- Check material for the appropriate lengths, widths and depths. Joints must be sized by measuring every 5 to 7 feet (1.524 to 2.137 meters) to ensure gap opening is uniform and depth is sufficient for the supplied material.
- Lay out material in the order in which it will be installed.
- Apply a 1/16" to 1/8" coating of the supplied epoxy adhesive to both sidewalls of the joint to the depth of the sealant material plus 1/2" to ensure complete bonding.

Material Placement

- When fully prepared to install, open the sealant material by removing the shrink packaging and blocking.
- Remove the release liner on both sides of the material.
- Insert the material into the joint while pressing the material to the side of the joint.
- Apply flexible sealant to joint ends; apply firm pressure as sections are joined together.
- Recess the joint 1/4" to 1/2" below the surface.
- Once the joint is installed, run a 1/4" bead of the supplied silicone adhesive along both sides of the joint and over all seams and transitions for a clean, aesthetic finish. If field applied silicone is not installed, the system will not perform as designed, voiding all warranties expressed or implied.

Do not install when substrate or ambient temperatures are below 40 °F (4.5 °C) or above 95 °F (35 °C), or when raining or snowing. If ambient storage temperature is below 50 °F (10 °C), store material at a minimum of 68 °F (20 °C) for at least 24 hours prior to installation, regardless of temperature at location of installation.

Clean Up

- Remove any excess silicone left on the face of the surface of the material and substrate.
- Remove all waste materials from the jobsite; do not reuse waste material.
- Leave site to the satisfaction of the owner/manager.

The techniques involved may require modification to adjust to job-site specific conditions. Consult your FPT Infrastructure Sales Representative or FPT Infrastructure Technical Services for site conditions and requirements. For further installation details, see our General Preparation and Application Guidelines for "Mataspan Systems".

Limitations/ Shelf Life

Not intended for joints in continuously submerged water, in continuous contact with harsh chemicals, or in roofing applications or areas with occupied space.

Six (6) months shelf life when stored in a dry place in original, closed packaging in an enclosed area. Store off the ground and out of direct sunlight.

Warranty

FPT Infrastructure warrants its Products to be free of defects in materials but makes no warranty as to appearance or color. Since methods of application and on-site conditions are beyond our control and can affect performance, FPT Infrastructure makes no other warranty, expressed or implied, including warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE with respect to FPT Infrastructure Products. FPT Infrastructure's sole obligation shall be, at its option, to replace or to refund the purchase price of the quantity of FPT Infrastructure Products proven to be defective, and FPT Infrastructure shall not be liable for any loss or damage.

Please refer to our website at fptinfrastructure.com for the most up-to-date Product Data Sheets.

NOTE: All FPT Infrastructure Safety Data Sheets (SDS) are in alignment with the Globally Harmonized System of Classification and Labelling of Chemicals (GHS) requirements.

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 agreements, 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 on account 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.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders
and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

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: Fibrecrete Preservation Technologies, Inc. DBA FPT Infrastructure		
Chief Executive - Name/Title: Bart Pharr / Vice President		
Tel: 336-789-7259	Fax: 336-789-7452	E-mail: bart.pharr@fptinfrastructure.com
Headquarters Street Address: 131 Saint James Way		
Headquarters City/State/Zip: Mount Airy NC 27030		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Marcy Ream		
Tel: 330-705-3417	Fax:	E-mail: marcy.ream@fptinfrastructure.com
Street Address: 401 Old US 52 South		
City/State/Zip: Mount Airy NC 27030		

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: Marcy Ream	Title: General Manager
Authorized Signature: 	Date: June 26, 2024

Debarment, Performance, and Non-Collusion Certification

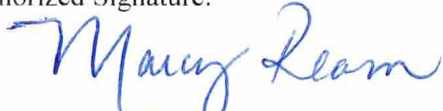
By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- 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: Marcy Ream	Title: General Manager
Authorized Signature: 	Date: June 26, 2024

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 240614-304
Foam Compression Joint 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?

XX Yes

 Yes, with conditions as follows:

 No

Name of Company:

Fibrecrete Preservation Technologies, Inc. DBA FPT Infrastructure

Address:

131 Saint James Way

Signature:

Marcy Rearn

Date: June 26, 2024