

YVONNE HARRIS
800-552-3237 ext. 714
yvonne.harris@pottersbeads.com

Commodity Information

Vendor Line #: 1

Vendor Name: POTTERS INDUSTRIES

Commodity Line #: 1

Commodity Code: 55004

Commodity Description: Glass Beads for Traffic Paint - Maine & Vermont

Commodity Specifications:

Commodity Extended Description: Glass Beads Maine & Vermont. Maine is the lead state

| | | |
|------------------------------------|---|--------------------------------------|
| Quantity 0.00000 | UOM | Unit Price 0.000000 |
| Delivery Days 0 | Free On Board FOB Dest, Freight Prepaid | |
| Contract Amount 0.00 | Service Start Date | Service End Date |
| Catalog Name Glass beads | Discount 0.0000 % | |
| | Discount Start Date 01/11/19 | Discount End Date 01/31/21 |

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:
Jaime C. Schorr 1/9/2020
6D6437754DD0459...

Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor Potters Industries, LLC

DocuSigned by:
Yvonne D. Harris 1/9/2020
912E5C18E786487

Signature Date

Yvonne D. Harris Contract Administrator

Print Representative Name and Title

Bureau of Business Management – Division of Procurement Services
State of Maine – Department of Administrative and Financial Services
9 State House Station
Augusta, Maine 04333-0009

Contract Number
MA 181227*076

Tel. (207) 624-7340
Fax.# (207) 287-6578

EXTENSION OF MASTER AGREEMENT CONTRACT

Commodity Item: Glass Beads for Traffic Paint - Maine & Vermont

Contractor: Potter Industries

Contract Period Extended To: 1/31/21

Extended Contract Pricing: Extend at current contract pricing.

Extension Clause: The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

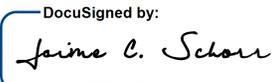
Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 181227*076 through January 31, 2021 with all terms, conditions remaining as shown in the original contract.

Dollar value the State has spent on this contract from 01/11/19 to present: \$ 835,120.00

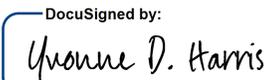
Agreement to extend Master Agreement 18P – 1812270000000000076 authorized by:

State of Maine – Department of Administrative and Financial Services

DocuSigned by:
 1/9/2020
6D6427754DD0459...
Jaime C. Schorr, Chief Procurement Officer

And

Potter Industries

DocuSigned by:
 1/9/2020
912F5C18E788487...
Yvonne Harris, Contract Administrator

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 checked="" type="checkbox"/> | Municipality Political Subdivision and School District Participation Certification – Appendix E from RFQ |
| <input checked="" type="checkbox"/> | Price sheet (attach excel spreadsheet to post on website) |
| <input checked="" type="checkbox"/> | Other – Potter's Secretary's Certificate, Potter's warranty |

RIDER A
Scope of Work and/or Specifications
MA 181227-076

Commodity: Glass Beads for Traffic Paint - Maine & Vermont

Master Agreement Competitive Bid RFQ: 17A 18116-153

Contract Period: Through January 31, 2020. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions. **First extension through January 31, 2021**

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: Yvonne Harris **Tel:** 610-651-4714 **Email:** Yvonne.harris@potterbeads.com

Extension of Contract: The Director of Procurement Services may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

Cancellation of Contract: The Division of Procurement Services reserves the right to cancel a contract with a thirty-day written notice OR cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

Prices: Prices shown are to be net including transportation charges fully pre-paid by the contractor FOB destination.

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

Ordering Procedure: Delivery orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be e-mailed to the email address set up in AdvantageME by the Vendor as a .pdf file. Orders less than \$5000.00 can be ordered using a P-Card.

Invoices and Payment: The Contractor shall submit an itemized bill to the Department for materials following delivery for approval and payment. Invoices shall minimally include the following: **Contractor name, address & Contract Number 18P 181227-076, Invoice Date & Number**

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

Delivery Points: There are nine State of Maine locations that the beads need to be delivered to. The “main” delivery locations will take the majority of the beads. The satellite locations will possibly take from two (2) to four (4) truckloads a year.

Main locations: Augusta, Turner, Bangor and Carmel

Satellite locations: Bar Harbor, Sedgewick, Jonesboro, Caribou and York

Quarterly Report: The Division of Procurement Services **requires a quarterly report of sales** be faxed to 207-287-6578 within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.

Procurement Card: State policy requires vendors to accept the State of Maine Procurement Card (P-Card) as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

Specifications

Beads For Use with Waterborne Latex Paint

This specification covers glass beads to be applied upon waterborne paint to produce a reflective pavement marking using a single drop process.

General Requirements

The material shall be a mixture of 1) glass beads, which are smooth and spherically shaped, free of milkiness, pits, or excessive air inclusions and conform to the following specific requirements and 2) drying aid material, which is smooth, and spherically shaped and amber in color.

Graduation

The material shall meet the graduation requirements as given in the table below and shall be tested in accordance to ASTM D1214 and AASHTO PP-74-13

| Sieve | % Passing |
|--------------|------------------|
| 16 | 100 |
| 20 | 90-100 |
| 30 | 65-95 |
| 50 | Oct-35 |
| 100 | 0-5 |

Roundness

The material shall be at least 70% round by computerized optical method (AASHTO PP-74-13) or approved equivalent in accordance with AASHTO 346-13 Section 6.

Drop Rate

The beads shall be applied according to manufacture recommendations however 2 lbs. of material per gallon of waterborne latex paint is the minimum recommended amount.

Beads For Use With Alkyd Traffic Paint

General

This specification is intended to cover glass beads for application alkyd traffic paint for the production of a reflective surface to improve the night visibility of the paint film. The beads shall be manufactured from Glass of a composition designed to be highly resistant to traffic wear and to the effects of weathering.

Note: This specification will also be used for a coated glass bead for use in waterborne traffic paint. The material, gradation, index of refraction, silica content, chemical stability, adherence coating and packing will all be applicable. Testing will be as recommended by supplier. All result can be requested by the Maine Department of Transportation. The coating shall be such that these beads will give the best initial and long term performance to produce a highly reflective traffic paint line.

Material

The beads shall conform to the following requirements:

The beads shall be spherical in shape, and shall not include more than 20 percent of irregularly shaped particles. They shall be essentially free of sharp angular particles, and particles showing milkiness or surface scoring or scratching. At least 80 percent of the spheres shall be true spheres when testing in accordance with A.S.T.M. Method of Test D-1155 "Method of Test for Determining Roundness of Glass Spheres".

Gradation

The spheres shall conform to the following gradation when tested in accordance with A.S.T.M Method of Test D-1214, "Method of Test for Sieve Analysis of Glass Beads" The beads shall meet the following gradation requirements:

| US Standard Screen | % Passing |
|--------------------|-----------|
| 20 | 100 |
| 30 | 80-95 |
| 50 | 15-35 |
| 80 | 0-5 |
| 200 | 0-1 |

Index of Refraction

The beads shall show an index of refraction within the range of 1.50 to 1.60.

Silica Content

The glass beads shall be manufactured from commercial grade soda lime glass cullet from North American sources containing less than 0.1 weight percent crystalline silica. The glass beads shall contain at least 60% amorphous silica. This is not free silica and does not cause silicosis. The Director of the Division of Purchases reserves the right to negotiate the terms of this clause at any time.

Lead and Arsenic Content

All glass spheres/retro-reflective particles/elements shall have a concentration of less than 75 parts per million (total) Inorganic Arsenic and less than 100 parts per million (total) Lead limits when tested as determined by U.S. EPA Methods 6010B and 3052. Other X-ray fluorescence spectrometry analysis methods may be used to screen samples of glass beads for arsenic and lead content if suitably calibrated. Each truckload of beads supplied on the job shall be accompanied by a certification from an independent test lab in the United States stating that the beads meet these standards.

Chemical Stability

Beads which show any tendency toward decomposition, including surface etching, when exposed to atmospheric conditions, moisture, dilute acids or alkalis or paint film constituents, may, prior to acceptance, be required to demonstrate satisfactory reflective behavior and maintenance under such tests as may be prescreened.

Moisture Resistance Test

Place 100 grams of glass beads, spread evenly and thinly in a suitable container (5.5" inside diameter). Place the container on the desiccators plate, over a solution of sulfuric acid (specific gravity 1.10-1 part H₂O to 7 parts concentrated H₂SO₄) in a closed desiccators (8" inside diameter or bigger) for 4 hours at 75°-77°F. The distance between the desiccator plate and the surface of the solution shall be 1 inch. This produces an atmosphere of 94% relative humidity. After 4 hours conditioning, the beads shall flow through a clear, dry, glass analytical 60° funnel, 125 mm in diameter and 150 mm stem without stoppage. Or test for Moisture Resistance with a suitable method that is correlated with the procedure noted.

Adherence Coating Test

The beads shall be coated with an adherence coating deigned to interact and adhere to the film as well as be of such size, shape and character as to facilitate their embedment in the freshly applied binder film.

Procedure

Prepare a solution by weighing 0.2 grams of dansyl chloride and dissolving in 25 ml of acetone. This solution can be used for several tests during the day, but must be kept refrigerated in a closed dark container between uses. Make a fresh solution daily.

Oven Test

1. Weigh 10 grams of beads and place in aluminum trays.
2. Saturate the glass bead sample with the dansyl chloride solution using an eyedropper.
3. Dry the beads in an oven at 60°C (140°F) for 15 minutes. Beads will be yellow and agglomerated.
4. Rinse the beads by placing them in the funnel containing new filter paper and pouring 100 ml. of acetone over them. Use suction during the step.
5. Remove the beads from the funnel, and again place in aluminum trays.
6. Dry the beads in the oven until free flowing.
7. Place the glass beads on glass filter paper and inspect them under ultra-violet light 1) Inspection must be in a dark room. A yellow-green fluorescence will be observed if adherence coating is present

If all beads have a yellow-green fluorescence with the Oven Test, the beads are properly coated with adherence coating. If some of the beads have a yellow-green fluorescence is seen in the Oven Test, the beads are not properly coated and this is cause for rejection. If no yellow-green fluorescence is seen in the Oven Test, adherence coating was not applied and this is cause for ejection. Beads with the adherence coating applied correctly will give a yellow- green fluorescent with the oven test.

Packing

The beads shall be packaged in 2000 lb. containers. These containers shall be made of materials strong enough to withstand handling and transporting.

All containers shall be palletized, suitable for lift handling, maximum 2000 lbs. per pallet.



Potsdam Division
72 Reynolds Road
Potsdam, NY 13676
315-265-4920
315-265-2474 (fax)

SPECIFICATION: ME-VT 80% AC-110 Bag

SAP CODE: 613813

LOT: PO-H-083018-304

SIGNATURE: Reggie Brotherton

| U.S. SIEVE | % PASSING | | SPECIFICATION |
|--------------------------|-----------|--|---------------|
| 20 | 100 | | 100 |
| 30 | 92.82 | | 80-95 |
| 50 | 24.45 | | 15-35 |
| 80 | 1.99 | | 0-5 |
| 200 | 0.01 | | 0-1 |
| | | | |
| Percent Round | 81.7 | | 80% MIN |
| Monthly Refractive Index | 1.52 | | 1.50-1.60 |
| % SiO2 | 66.71 | | ≥ 60.0 |
| | | | |
| Moisture Proof Coating | PASS | | |
| Adherence Coating | PASS | | |



FIRST ANALYTICAL LABORATORIES

billing: PO Box 110372 - Research Triangle Park, NC 27709
shipping: 4620 Industry Lane, Suite B - Durham, NC 27713

TEL: 919 942 8607
FAX: 919 882 1603
www.firstanalyticalabs.com

EPA Method 3052/6010B Analysis Report

FAL Project #: 1809005.2
Client: Potters Industries
Client Project ID: GLASS BEADS

Report Date: 9/10/2018
Date Received: 9/5/2018

Concentration in Original Sample

Sample Name: ME/VT/NH TW PO-H-083018-3

| Analyte | Conc. (mg/kg) | RL (mg/kg) |
|---------------|------------------|---------------|
| Arsenic (As) | < 10.0 | 10.0 |
| Lead (Pb) | < 8.0 | 8.0 |
| Antimony (Sb) | < 10.0 | 10.0 |

Approved by:

Matt Loftis, Laboratory Manager

POTTERS QUALITY REPORT

| | |
|-------------------|--|
| Company: | Potters Industries, LLC |
| User: | PO-LW |
| Result file: | C:\Camsizer\CAMDAT\Maine-VT -80 Highway-18\Maine VT LOT PO-H-083018-304001.rdf |
| Task file: | C:\Camsizer\CAMSYS\Maine-VT-80.afg |
| Time: | 8/30/2018 , 12:23 , duration 2 min 50 s at 0.8 % covered area, image rate 1:1 and 60 mm feeder |
| Particle model: | xc_min |
| No. of particles: | CCD-B = 971706 , CCD-Z = 69491 |
| Fitting: | no |
| Material: | Maine VT LOT PO-H-083018-301-305 |
| Comment: | P. C.# 613813 BAG Coating- AC110-Pass Pb)PASS As)PASS Sb)PASS |

| ASTM(+) | No(-) | Retained [%] | Passing [%] | Min Pass | Max Pass | Asp Ratio | P/S Rds 0.8500 |
|---------|-------|--------------|-------------|----------|----------|-----------|-------------------|
| > #20 | | 0.05 | 100.00 | | | 0.803 | 40.15 |
| #30 | #20 | 7.13 | 99.95 | 99.76 | | 0.929 | 79.94 |
| #50 | #30 | 68.37 | 92.82 | 80.00 | 95.00 | 0.934 | 80.65 |
| #80 | #50 | 22.46 | 24.45 | 15.00 | 35.00 | 0.949 | 87.81 |
| #200 | #80 | 1.98 | 1.99 | 0.00 | 5.00 | 0.846 | 56.89 |
| PAN | #200 | 0.01 | 0.01 | | 1.00 | 0.579 | 11.66 |

| | |
|---------------|--------|
| x(Q3=10.0%) = | 224 µm |
| x(Q3=50.0%) = | 385 µm |
| x(Q3=90.0%) = | 566 µm |
| SPAN3 = | 0.889 |

O/A Rds=0.85) = 81.7 %

User



Recycles Over One Billion Pounds Of Glass Each Year

72 Reynolds Rd
Potsdam, NY 13676-3588
Phone: 315-265-4920
Fax: 315-265-2474

MATERIAL CERTIFICATION

The material covered by this Certification has been tested according to ISO 9001 standard procedures by our Quality Control Department and complies with all applicable specifications. Quality Control Data to substantiate this certification is on file in our Laboratory.

Potters tests every lot of glass beads produced for use in Highway Markings using XRF technology to insure that Heavy Metals are below the following limits for total content unless lower limits are required by the specification: Arsenic <200ppm, Lead <200ppm, Antimony <200ppm. Test Data is on file in our Quality Lab to support this, and is available upon request. Independent Testing Laboratory results using EPA Methods 3052 and 6010C can also be provided if requested at least 2 weeks in advance of shipment.

Customer (2334): MAINE DOT AUGUSTA
Customer PO #: DR 8/29/18 3

Potters Order #: 1303444
Bill of Lading #: 81403889

Material

Quantity (LB)

VT- ME AC-110 TW 80% 2000

42,000.000

PO-H-083018-301-318, 320-322

These glass beads are manufactured from commercial soda lime glass cullet from North American sources.

TOTAL QUANTITY:

42,000.000

DATE: 09/13/2018

BY: _____

STRAIGHT BILL OF LADING - SHORT FORM Original Not Negotiable

| | | |
|---|---|--|
| FROM: Potters Industries LLC | Loading point: Shipping Point: 507 Potsdam, NY | <i>R/I Number:</i> 81403889 |
| | | <i>Ship Date:</i> 09/13/2018 |
| | | <i>CUSTOMER PO NUMBER:</i> DR 8/29/18.3 |
| | | <i>Order #</i> 1303444 |
| <small>The property described below, in apparent good order, except as noted (contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof. If this is a rail or a rail water shipment, or (2) in the applicable, motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.</small> | | |
| <small>Subject to Section 7 of conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.</small> | | <i>Prepaid/Collect:</i> > Prepaid Freight |
| Potters Industries LLC Prepaid Freight bill to be remitted to: | | POTTERS INDUSTRIES C/O WILLIAMS AND ASSOCIATES 405 EAST 78TH STREET BLOOMINGTON MN 55420-1251 |
| <small>RECEIVED, subject to the classification and tariffs in effect on the date of issue of this Bill of Lading</small> | | |

Routing: MERCER TRANSPORTATION CO.

| Item | Quantity or Net Weight | HM | Gross Weight | Description/Material Number |
|--|------------------------|----|---------------|---|
| 000010 | 42,000.000 LB | | 42,420.000 LB | Delivery date: 09/14/2018 Friday Glass Beads or Spheres (Solid), Highway marking / Light reflecting, NMFC,87660-2 class 55 VT- ME AC-110 TW 80% 2000 613814 PO-H-083018-301-318, 320-322 |
| <i>Pallets:</i> 00021 <i>Pallets Weight:</i> 00945 <i>Lading Weight</i> | | | 43,365.000 LB | |
| DELIVERY CONTACT DENNIS 207-592-8383 DELIVER 6AM!!OR MAY SIT ALL DAY TO BE UNLOADED | | | | |

| | |
|--|---|
| Vehicle ID #: | Seal NOS: |
| <small>*THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.</small> | |
| <i>Per:</i> _____ (Signature of Shipper) | <small>**If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "Carrier's or shipper's weight." The released value of the within described property is hereby specifically stated by the shipper to be not exceeding the restricted or limited valuation and subject to the terms and conditions as stated in the tariff or classification which results in the lowest transportation charges on the date of shipment.</small> |
| Address of Shipper: US Potters Industries LLC 72 Reynolds Rd Potsdam NY 13676-3588 315-265-4920 | <i>Per:</i> _____ <i>Date:</i> _____ (Signature of Agent/Driver) |
| | <i>Per:</i> _____ (Signature of Shipper) |

VISILOK™

Durable, versatile and highly reflective... reduce dry times of waterborne markings

VISILOK™ Cuts Waterborne Dry Time In Half

- VISILOK is a glass bead intermix system that improves the dry time of waterborne paint so that drop on glass beads are no longer knocked out by traffic.
- Enables fast dry time for increased paint thickness
- Reduce coning and traffic control costs
- Stop detailing cars due to paint tire tracking
- Improved marking performance in damp, humid or cold weather

Durability

- VISILOK intermix bead systems gives long-lasting retroreflectivity
- Reduced dry times allow for drop on and intermix beads to be locked in the binder
- VISILOK extends the life of waterborne paint

Application

- Easy modification to existing paint trucks
- Extend season due to VISILOK System. Stripe in lower temperatures, and in damp weather
- Narrow or curved roads are susceptible to traffic tracking over damp paint. VISILOK reduces tracking by drying paint faster.

High Build Waterborne Markings

- VISILOK System allows for increased mil thickness without worrying about dry times
- Durable markings utilizing High Build waterborne system



Potters respects the environment by recycling over one billion pounds of glass each year.

VISILOK™ is a registered trademarks of Potters Industries Inc.

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VISILOK will reduce the dry time for waterborne paint to a fraction of the time.



VISILOK durability is shown locking in drop-on beads and as the intermix beads are exposed.



The VISILOK System is an easy modification by spraying VISILOK into the paint stream.

**See Your Potters Representative or Call (800) 55-BEADS
Visit Us On The Web at www.pottersbeads.com**



HIGHWAY

STANDARD & PREMIUM SAFETY MARKING SPHERES

Durable, versatile and highly reflective... in all marking systems

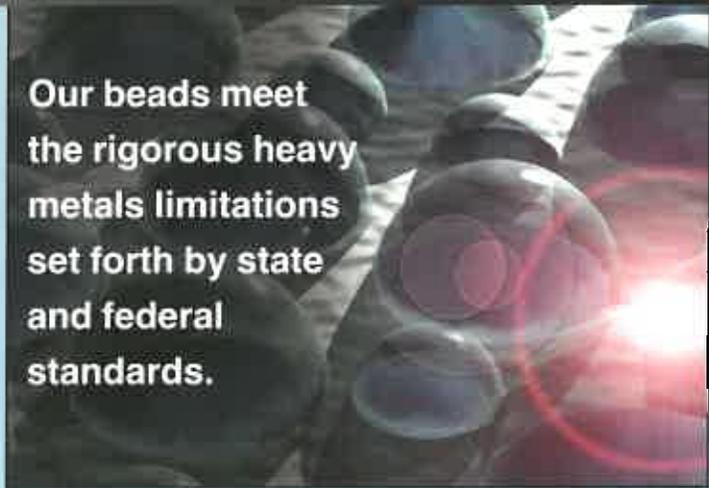
STANDARD

Potters Standard Highway Spheres— Cost-effective Highway Delineation

- Retroreflective pavement markings deliver continuous roadway guidance to drivers and have been proven to increase highway safety.
- Our Standard Highway Marking Spheres provide cost-effective nighttime roadway delineation, and can meet any specific standard glass bead specification in North America.
- Our Standard spheres are consistent in quality and composition. Strict quality control produces spheres that optimize retroreflectivity. Proprietary coatings are available to resist agglomeration, ensure flotation for ideal embedment and improve adhesion for greater durability.
- Standard spheres may be applied as a drop-on in all commercial binders, including waterborne paint, epoxy, polyester, thermoplastic, PMMA and polyurea.
- Our beads meet the rigorous heavy metals limitations set forth by state and federal standards.

Standard Spheres: Facts and Figures

- **Size:** 20–80 mesh (850–150 microns); a range of sizes offsets effects of traffic/binder degradation.
- **Compatible binders:** waterborne or solvent-based paint, epoxy, polyester, thermoplastic, PMMA, polyurea
- **Standards:** Spheres can be supplied to meet state specifications for gradation (size), roundness and coatings. Potters Industries is able to supply glass beads which meet any specific standard glass bead specification in North America.



Our beads meet the rigorous heavy metals limitations set forth by state and federal standards.

Typical Standard Bead Size

| U.S. Mesh Size | Millimeters | Mass % Passing |
|----------------|-------------|----------------|
| 16 | 1.18 | 100 |
| 20 | 0.850 | 95-100 |
| 30 | 0.600 | 75-95 |
| 50 | 0.300 | 15-35 |
| 100 | 0.150 | 0-5 |

AASHTO M-247, Type 1, Roundness — 70%, 75%, and 80% overall by sieve size.



Potters retroreflective pavement markings deliver continuous roadway guidance to drivers and have been proven to increase highway safety.

See Your Potters Representative or Call (800) 55-BEADS
Visit Us On The Web at www.pottersbeads.com

**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

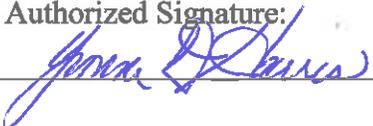
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

| | | |
|--|-------------------|--|
| Bidder's Organization Name: Potters Industries, LLC | | |
| Chief Executive - Name/Title: Kelly O'Brien, President | | |
| Tel: 610-651-4718 | Fax: 610-408-9723 | E-mail: Kelly.Obrien@pottersbeads.com |
| Headquarters Street Address: 300 Lindenwood Drive | | |
| | | |
| Headquarters City/State/Zip: Malvern, PA 19355 | | |
| | | |
| <i>(provide information requested below if different from above)</i> | | |
| Lead Point of Contact for Bid - Name/Title: Yvonne D. Harris, Contract Administrator | | |
| Tel: 610-651-4714 | Fax: 610-408-9723 | E-mail: Yvonne.Harris@pottersbeads.com |
| Street Address: 300 Lindenwood Drive | | |
| | | |
| City/State/Zip: Malvern, PA 19355 | | |
| | | |

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.

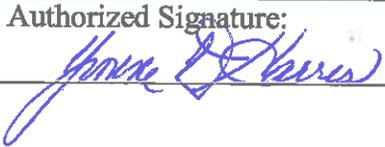
| | |
|--|-------------------------------|
| Name: Yvonne D. Harris | Title: Contract Administrator |
| | |
| Authorized Signature:  | Date: December 10, 2018 |

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: Yvonne D. Harris | Title: Contract Administrator |
| Authorized Signature:  | Date: December 10, 2018 |

Appendix E

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

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION**

**RFQ # 17A 181116-153
Glass Beads for Reflectorizing Traffic-Marking Paint
For Maine and Vermont**

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.

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

Yes

Yes, with conditions as follows: Truckload shipments, minimum of 40,000 pounds.

No

Name of Company:

Potters Industries, LLC

Address:

300 Lindenwood Drive, Malvern, PA 19355

Signature:



Date: December 10, 2018

| SUPPLIER PART NUMBER | ITEM DESCRIPTION | EXTENDED DESCRIPTION | UNIT OF MEASURE | LIST PRICE | DELIVERY DAYS |
|----------------------|---|-----------------------------|-----------------|------------|---------------|
| 614014 | Glass Beads, Traffic Paint, Reflectorizing Waterborne Latex | VISILOK Delivered Statewide | LB | \$2.200 | 10 |
| 613814 | Glass Beads, Traffic Paint, Reflectorizing Alkyd | Delivered Statewide | LB | \$0.344 | 10 |

DS
UDH

POTTERS INDUSTRIES, LLC
SECRETARY'S CERTIFICATE

I, William J. Sichko, Jr., being the Secretary of POTTERS INDUSTRIES, LLC, a Delaware limited liability company (the "Company"), HEREBY CERTIFY that:

1. I am the duly elected and acting Secretary of the Company and, as such, the keeper of the records of the Company. I am duly authorized to execute and deliver this Secretary's Certificate for and on behalf of the Company.

2. Set forth below is a true, correct and complete reproduction of Section 5.5(k) of the Company's Amended and Restated Limited Liability Company Operating Agreement, dated as of July 1, 2011:

"Unless prohibited by a resolution approved by the affirmative vote of a majority of the Directors present, an Officer elected or appointed by the Board may delegate in writing some or all of the duties and powers of such person's office to other persons. In addition, each officer of the Company shall have the power to sign and deliver in the name of the Company any deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the Company, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by this Agreement or the Board to a particular officer or agent of the Company."

3. Pursuant to the authority granted in the aforementioned provision of the Company's Amended and Restated Limited Liability Company Operating Agreement, I have delegated to Yvonne Harris the authority to sign and submit bids and contracts for and on behalf of the Company.

4. The foregoing delegation remains in full force and effect and has not been revoked as of the date hereof.

IN WITNESS WHEREOF, I have executed and delivered this Secretary's Certificate as of December 1, 2015.



William J. Sichko, Jr., Secretary



Potters Industries, LLC
P.O. Box 841
Valley Forge, PA 19482-0841
Tel: 610-651-4700
Tel: 800-55-BEADS
Fax: 610-408-9723
www.pottersbeads.com

WARRANTY

Potters Industries, LLC, hereby certifies that the Glass Beads for Reflectorizing Traffic-Marking Paint we propose to supply to Maine and Vermont will comply with the specification requirements outlined in the **RFQ 17A 181116-153**.



Yvonne D. Harris

Contract Administrator