

MA 18P 21123000000000000054
MODIFICATION

State of Maine



Master Agreement

Effective Date: 02/01/22

Expiration Date: 01/31/26

Master Agreement Description: Glass Beads for Reflectorizing Traffic Marking Paint

Buyer Information

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

Issuer Information

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

Requestor Information

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

Agreement Reporting Categories

Authorized Departments

17A TRANSPORTATION

Vendor Information

Vendor Line #: 1

Vendor ID

VC0000100006

Vendor Name

POTTERS INDUSTRIES

Alias/DBA

Vendor Address Information

3222 Phoenixville Pike, Suite 103

Malvern, PA 19355

US

Vendor Contact Information

YVONNE HARRIS
445-895-3209 ext. 714
yvonne.harris@pottersbeads.com

Commodity Information

Vendor Line #: 1

Vendor Name: POTTERS INDUSTRIES

Commodity Line #: 1

Commodity Code: 55004

Commodity Description: Beads, Glass, Sign and Stripe

Commodity Specifications:

Commodity Extended Description: Glass Beads for Reflectorizing Traffic Marking Paint.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
14	FOB Dest, Freight Prepaid	
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
Traffic Paint Beads	0.0000 %	
	Discount Start Date	Discount End Date
	02/01/22	01/31/26

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 2/13/2024
2A644AF5681F482...

Signature Date

David Morris, Acting Chief Procurement Officer

POTTERS INDUSTRIES

DocuSigned by:
Becky Tarkenton 2/13/2024
30D08D03918742C...

Signature Date

Becky Tarkenton, Bid Administrator

State of Maine – Department of Administrative and Financial Services
Division of Procurement Services
111 Sewall Street, 9 State House Station
Augusta, Maine 04333-0009
Tel. (207) 624-7340

Contract Number
MA 211230*054

EXTENSION OF MASTER AGREEMENT CONTRACT

Commodity Item: Glass Beads for Reflectorizing Traffic Marking Paint

Contractor: Potters Industries

Mater Agreement Competitive Bid RFQ: 17A 211215-145

Contract Period Extended Through: January 31, 2026

Extended Contract Pricing: Extended with 7% increase driven by the cost of glass material

Dollar value the vendor has recorded that State of Maine has spent on commodities and/or services covered by this contract over the last twelve months: \$

Agreement to extend Master Agreement 18P – 2112300000000000054 authorized by:

State of Maine – Department of Administrative and Financial Services

DocuSigned by:
David Morris
2A644AF5681F482...

David Morris, Acting Chief Procurement Officer
and
Potters Industries

Date
2/13/2024

DocuSigned by:
Becky Tarkenton
30D08D03918742C...

Becky Tarkenton, Bid Administrator

Date
2/13/2024

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 211230-054

Commodity: Glass Beads for Reflectorizing Traffic Marking Paint

The State reserves the right to add other similar items or commodities to the 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 211215-145

Contract Period: Through January 31, 2024. 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.

First extension through January 31, 2026.

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: Becky Tarkenton **Tel:** 445-895-3236

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

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

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

Using Departments: The primary using departments of this Master Agreement is MaineDOT.

Delivery Locations: The vendor must deliver to any State of Maine facility. The resulting MA will be open to all Departments to use however the primary user will be the MaineDOT.

The primary DOT delivery locations are:

Augusta – 121 Leighton Rd. Augusta, ME 04333

Turner – Fern Street, Turner, ME 04282

Bangor – 219 Hogan Rd. Bangor ME, 04401

The secondary, satellite, DOT delivery locations are:

Caribou – 25 Carroll St. Caribou, ME 04736

Handcock – 325 Thorsen Rd. Handcock, ME 04640

Jonesboro – 615 US Rt. 1, Jonesboro, ME. 04648

Sedgewick – 279 Snow's Cove Rd. Sedgewick, ME. 04676

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.

Specifications

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 desiccator (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 of 2000 lbs. per pallet.

Physical Properties

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

Rounds (minimum true spheres overall) & any specific requirement **80%**

Test Frequency: **Two Complete samples per 10K lbs**

US Sieve/Microns	MASS % Passing (through)	MASS % Retained (on)
16/1180	100	
20/850	90-100	
30/600	65-95	
50/300	10-35	
100/150	0-5	

Index of Refraction: **1.50 minimum; tested by third party**

Heavy Metals: **Method EPA 3052/6010 B or C; tested by third party**

Specification Coating: **No Coating**



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 STATEMENT

Potters Industries, LLC, hereby certifies that the Glass Beads for Reflectorizing Traffic Marking Paint that we propose to supply to the **State of Maine** will comply with the specification requirements as attached for the **RFQ 17A 211215-145**

A handwritten signature in cursive script that reads 'Yvonne D. Harris'.

Yvonne D. Harris

Contract Administrator



HIGHWAY

STANDARD & PREMIUM SAFETY MARKING SPHERES

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

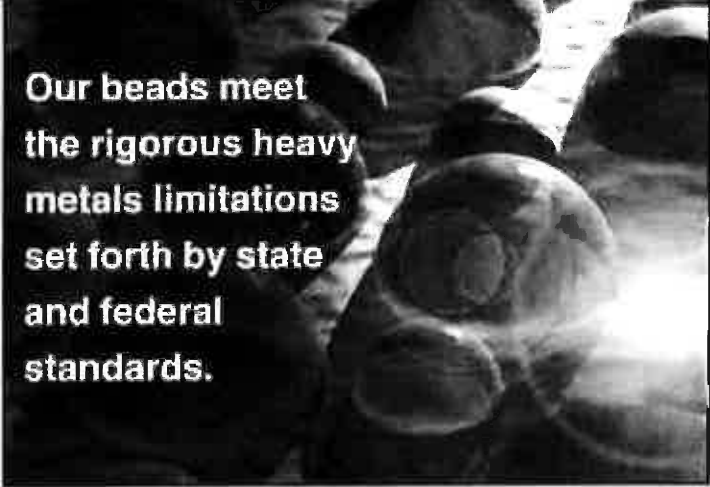
STANDARD

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.

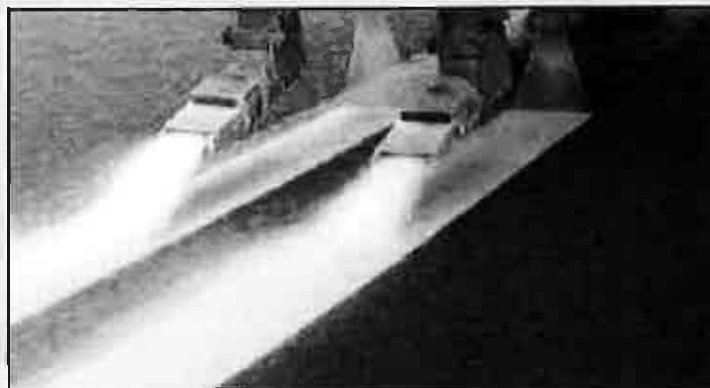


Our beads meet the rigorous heavy metals limitations set forth by state and federal standards.

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



Recycles Over One Billion Pounds Of Glass Each Year



GLASS BEADS: 1.9 INDEX OF REFRACTION

SAFETY DATA SHEET

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

1.1 Product identifier

Product Name FLEX-O-LITE
GLASS BEADS: 1.9 INDEX OF REFRACTION

CAS No. 65997-17-3
EINECS No. 2660460

1.2 Relevant identified uses of the substance or mixture and uses advised against

Identified use(s) Used mainly in road safety markings for retro-reflectivity purposes.

1.3 Details of the supplier of the safety data sheet

Company Identification Potters Industries LLC
P. O. Box 841
Valley Forge, PA 19482 USA

Telephone +1 610-651-4700
E-Mail (competent person) customerservice@pottersindustries.com

1.4 Emergency telephone number

Emergency Phone No. ChemTrec (800) 424-9300

SECTION 2: HAZARDS IDENTIFICATION

2.1 Classification of the substance or mixture

GHS Classification Not classified as dangerous for supply/use.

Hazards summary

Dust may cause irritation. Caution - spillages may be slippery.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Ingredient(s)	%W/W	CAS No.	EINECS No. / REACH Registration	EC Classification and Risk Phrases
Glass Oxide; Barium Titanate Glass	>99	65997-17-3	2660460	Not applicable.

SECTION 4: FIRST AID MEASURES

4.1 Description of first aid measures

Eye Contact Irrigate with eyewash solution or clean water, holding the eyelids apart, for at least 15 minutes. If symptoms persist, obtain medical attention.

Skin Contact Wash affected skin with plenty of water. If symptoms occur obtain medical attention.

Inhalation In case of accident by inhalation: remove casualty to fresh air and keep at rest. If symptoms develop, obtain medical attention.

Ingestion Do not induce vomiting. If symptoms develop, obtain medical attention.

4.2 Most important symptoms and effects, both acute and delayed

Dust may cause irritation. Caution - spillages may be slippery.
Dust may cause discomfort and mild irritation.



GLASS BEADS: 1.9 INDEX OF REFRACTION

SECTION 5: FIRE-FIGHTING MEASURES

5.1 Extinguishing media

Suitable Extinguishing Media As appropriate for surrounding fire.

Unsuitable extinguishing Media None known.

5.2 Special hazards arising from the substance or mixture Spilled material can make floors slippery.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures Wear suitable protective clothing. Wear eye/face protection.

6.2 Environmental precautions Not applicable.

6.3 Methods and materials for containment and cleaning up Caution - spillages may be slippery. Avoid generation of dust. Sweep or preferably vacuum up and collect in suitable containers for recovery or disposal.

6.4 Reference to other sections Not applicable.

SECTION 7: HANDLING AND STORAGE

7.1 Precautions for safe handling Avoid contact with eyes, skin and clothing. Avoid generation of dust. Wash thoroughly after handling. Wear protective equipment to comply with good occupational hygiene practice.

7.2 Conditions for safe storage, including any incompatibilities Do not eat, drink or smoke at the work place.

7.3 Specific end use(s) Keep container tightly closed and dry.

7.3 Specific end use(s) Not applicable.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control parameters

SUBSTANCE.	Occupational Exposure Limits
	UK EH40: Dust Total inhalable: WEL 10mg/m ³ 8h TWA. Respirable: WEL 4mg/m ³ 8h TWA. ACGIH: Particulates not otherwise classified Inhalable TLV 10mg/m ³ 8h TWA. Respirable: TLV 3mg/m ³ 8h TWA. OSHA: Inert or Nuisance Dust Total dust : PEL 15mg/m ³ 8h TWA. Respirable fraction : PEL 5mg/m ³ 8h TWA.

8.2 Exposure controls

8.2.1 Appropriate engineering controls Engineering methods to prevent or control exposure are preferred. Methods include process or personnel enclosure, mechanical ventilation (dilution and local exhaust), and control of process conditions.

8.2.2 Personal Protection

Respiratory protection Wear suitable respiratory protective equipment if working in confined spaces with inadequate ventilation or where there is any risk of the exposure limits being exceeded.

Eye/face protection Safety spectacles

Skin protection Wear suitable protective clothing and gloves. For example cotton or rubber.



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SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

Appearance	Glass Powder, Off-white / Amber.
Odour	Odourless.
Odour Threshold (ppm)	Not applicable.
pH (Value)	Not applicable.
Freezing Point (°C)	Not applicable.
Melting Point (°C)	Approx 730 C
Boiling Point (°C)	Not applicable.
Flash Point (°C) [Closed cup]	Not applicable.
Evaporation rate	Not applicable.
Flammability (solid, gas)	Non-combustible.
Vapour Pressure (mm Hg)	Not applicable.
Vapour Density (Air=1)	Not applicable.
Solubility (Water)	Insoluble.
Partition Coefficient	Not applicable.
Auto Ignition Point (°C)	Not applicable.
Decomposition Temperature (°C)	Not applicable.
Viscosity (mPa. s)	Not applicable.
Explosive properties	Not applicable.
Oxidising Properties	Not applicable.
9.2 Other information	Not available.

SECTION 10: STABILITY AND REACTIVITY

10.1 Reactivity	Avoid contact with strong acids.
10.2 Chemical stability	Stable.
10.3 Possibility of hazardous reactions	Not applicable.
10.4 Conditions to avoid	Not applicable.
10.5 Incompatible materials	None known.
10.6 Hazardous decomposition product(s)	None known.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1 Information on toxicological effects

Acute toxicity

Ingestion	When tested for primary irritation potential, a similar material was practically non-irritating to the eyes and slightly irritating to the skin. The acute oral toxicity of this product has not been tested. A similar spherical glass powder was nontoxic to rats at 5,000 mg/kg. All animals survived, gained weight and appeared active and healthy. There were no signs of gross toxicity, adverse pharmacologic effects or abnormal behavior.
Inhalation	No data. May cause irritation to the respiratory system.
Skin Contact	Dust may cause irritation
Eye Contact	Dust may cause irritation
Sensitisation	Not sensitising.
Carcinogenicity	There are no known reports of carcinogenicity of nonfibrous glass.
Reproductive toxicity	No evidence of reproductive toxicity or developmental toxicity.

SECTION 12: ECOLOGICAL INFORMATION

12.1 Toxicity	No environmental hazards have been reported or known.
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12.2 Persistence and degradability This material is persistent but inert in aquatic systems. It will not bioconcentrate up the food chain.

12.5 Results of PBT and vPvB assessment Not classified as PBT or vPvB.

12.6 Other adverse effects Not applicable

SECTION 13: DISPOSAL CONSIDERATIONS

13.1 Waste treatment methods The waste is considered to be non hazardous. Disposal should be in accordance with local, state or national legislation.

SECTION 14: TRANSPORT INFORMATION

14.2 Proper Shipping Name NOT CLASSED AS DANGEROUS FOR TRANSPORT.

SECTION 15: REGULATORY INFORMATION

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

TSCA Inventory Status: Reported/Included.
AICS Inventory Status: Reported/Included.
DSL/NDSL Inventory Status: Reported/Included.
German Water Hazard Classification VwVwS: WGK class 1 (low hazard to water).
HMIS: 0,0,0

SECTION 16: OTHER INFORMATION

This SDS was last reviewed: 09/2015
The following sections contain revisions or new statements: All sections.

EC Classification No. 67/548/EEC Not classified as dangerous for supply/use.

GHS Classification Not classified as dangerous for supply/use.

Information contained in this publication or as otherwise supplied to Users is believed to be accurate and is given in good faith, but it is for the Users to satisfy themselves of the suitability of the product for their own particular purpose. Potters Industries gives no warranty as to the fitness of the product for any particular purpose and any implied warranty or condition (statutory or otherwise) is excluded except to the extent that exclusion is prevented by law. Potters Industries accepts no liability for loss or damage (other than that arising from death or personal injury caused by defective product, if proved), resulting from reliance on this information. Freedom under Patents, Copyright and Designs cannot be assumed.

POTTERS INDUSTRIES, LLC
SECRETARY'S CERTIFICATE

I, Roger William Andersen II, 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 January 13, 2021.



Roger William Andersen II, Secretary

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: Scott Randolph, President		
Tel: 941-320-2942	Fax: 610-672-9904	E-mail: Scott.Randolph@pottersindustries.com
Headquarters Street Address: 3222 Phoenixville Pike, Suite 103		
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: 445-895-3209	Fax: 610-672-9904	E-mail: Yvonne.Harris@pottersindustries.com
Street Address: 3222 Phoenixville Pike, Suite 103		
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
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.	
Authorized Signature: 	Date: December 27, 2021

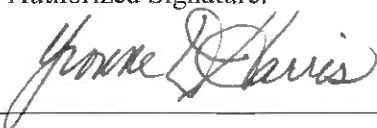
Debarment, Performance, and Non-Collusion Certification

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

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

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

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

Name: Yvonne D. Harris	Title: Contract Administrator
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature.	
Authorized Signature: 	Date: December 27, 2021

Appendix D

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

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

**RFQ # 17A 211215-145
Glass Beads for Reflectorizing Traffic Marking Paint**

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?

Yes

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

No

Name of Company:

Potters Industries, LLC

Address:

3222 Phoenixville Pike, Suite 103, Malvern, PA 19355

Signature:

Thomas J. Harris

Date: December 27, 2021