

**MASTER AGREEMENT**

ADVANTAGE CONTRACT #: 18P 21123000000000000054	
COMMODITY/SERVICE DESCRIPTION: Glass Beads for Reflectorizing Traffic Marking Paint	
START DATE: 2/1/2022	END DATE: 1/31/2026

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4 <sup>th</sup> Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: POTTERS INDUSTRIES dba FRANKLIN PAINT		
ADDRESS: 259 COTTAGE ST		
CITY: FRANKLIN	STATE: MA	ZIP CODE: 02038
PROVIDER'S VENDOR CUSTOMER #: VC0000100006		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

DocuSigned by:  
  
 066BBD96EE5347E...  
 Michelle Fournier, Procurement Planning  
 Manager  
 Date 4/30/2025

Signed by:  
  
 36D08D03818742C...  
 Becky Tarkenton, Bid Administrator  
 Date 4/29/2025

*The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.*

**DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD**

PROCUREMENT SERVICES MA MANGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Martha Verhille	
EMAIL: <a href="mailto:Martha.A.Verhille@maine.gov">Martha.A.Verhille@maine.gov</a>	TELEPHONE: 207-624-9842

VENDOR CONTACT: 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	
EMAIL: <a href="mailto:Becky.Tarkenton@pottersindustries.com">Becky.Tarkenton@pottersindustries.com</a>	TELEPHONE: 445-895-3236

Any changes to the individuals identified above may be changed at any time through written notice by either party.

**Master Agreement (MA) procurement method:** RFP 17A 211215-145

<b>TABLE OF RIDERS</b>
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The following riders are hereby incorporated into this Contract and made part of it by reference.	
<input checked="" type="checkbox"/>	RIDER A – Specifications and User Information
<input checked="" type="checkbox"/>	RIDER B – Terms and Conditions
<input checked="" type="checkbox"/>	RIDER D – Responsible Bidder Certification
<input checked="" type="checkbox"/>	Municipality Political Subdivision and School District Participation Certificate – Appendix D from RFQ

**RIDER A: SPECIFICATIONS AND USER INFORMATION****TABLE OF CONTENTS**

- I. CONTRACT PERIOD
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- VIII. ORDERING PROCEDURE/DELIVERY INFORMATION

**I. CONTRACT PERIOD:**

Start 2/01/2022 through 1/31/2026

Following the initial term of the contract, the Department, at their discretion, may opt to extend / renew the contract for up to one (1) two (2) year and one (1) one (1) year extension periods.

- ☐ Initial Term
- ☒ First Renewal
- ☐ Second Renewal

**II. COMMODITY:** Glass Beads for Reflectorizing Traffic Marking Paint

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

**III. AMENDMENTS TO SPECIFICATIONS**

None

**IV. 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 H<sub>2</sub>O to 7 parts concentrated H<sub>2</sub>SO<sub>4</sub>) 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 mi. 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**

## **V. AMENDMENT/EXTENSION PRICING/RATE CHANGES**

Prices increased 1.3% due to documented supplier increases in materials.

## **VI. CONTRACTED PRICING/RATES**

**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 vendor 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.

## **VII. AUTHORIZED USERS:**

**State of Maine Departments authorized to utilize this MA contract:**

The primary using departments of this Master Agreement is MaineDOT.

**Municipalities, political subdivisions, and school districts in Maine:**

- ☐ Are NOT permitted to utilize this MA.
- ☐ Are permitted to utilize this MA as written.
- ☒ Are permitted to utilize this MA with the following conditions: Truckload shipments, minimum of 40,000 pounds.



## VIII. ORDERING PROCEDURES/DELIVERY INFORMATION:

Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. DO's will be emailed as a .pdf file to the vendor's email address submitted in AdvantageME by the vendor. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

Municipalities, political subdivisions, and school districts in Maine will handle their own orders and will be responsible for all payments.

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

**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.



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](http://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

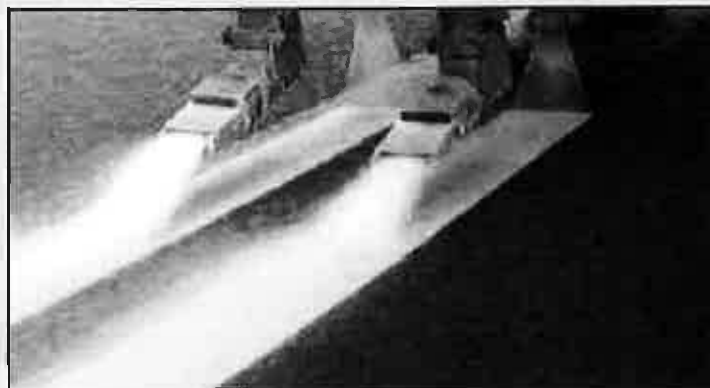
- **Size:** 20–80 mesh (850–150 microns); a range of sizes offsets effects of traffic/binder degradation.
- **Compatible binders:** waterborne or solvent-based paint, epoxy, polyester, thermoplastic, PMMA, polyurea
- **Standards:** Spheres can be supplied to meet state specifications for gradation (size), 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.



*Recycles Over One Billion Pounds Of Glass Each Year*

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



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# **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.



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## **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. 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 <sup>3</sup> 8h TWA. Respirable: WEL 4mg/m <sup>3</sup> 8h TWA. ACGIH: Particulates not otherwise classified Inhalable TLV 10mg/m <sup>3</sup> 8h TWA. Respirable: TLV 3mg/m <sup>3</sup> 8h TWA. OSHA: Inert or Nuisance Dust Total dust : PEL 15mg/m <sup>3</sup> 8h TWA. Respirable fraction : PEL 5mg/m <sup>3</sup> 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.
<b>9.2 Other information</b>	Not available.

## **SECTION 10: STABILITY AND REACTIVITY**

<b>10.1 Reactivity</b>	Avoid contact with strong acids.
<b>10.2 Chemical stability</b>	Stable.
<b>10.3 Possibility of hazardous reactions</b>	Not applicable.
<b>10.4 Conditions to avoid</b>	Not applicable.
<b>10.5 Incompatible materials</b>	None known.
<b>10.6 Hazardous decomposition product(s)</b>	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
<b>Sensitisation</b>	Not sensitising.
<b>Carcinogenicity</b>	There are no known reports of carcinogenicity of nonfibrous glass.
<b>Reproductive toxicity</b>	No evidence of reproductive toxicity or developmental toxicity.

## **SECTION 12: ECOLOGICAL INFORMATION**

<b>12.1 Toxicity</b>	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.



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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 "OSPS" shall refer to the State of Maine Office of State Procurement Services.
  - e. The term "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" 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 Provider.
2. **WARRANTY.** The Provider 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 OSPS, 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 Provider liability in respect of any warranties or responsibility for faulty material or workmanship. The Provider 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. OSPS shall give written notice of observed defects with reasonable promptness.
3. **TAXES.** Provider 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. Provider agrees to accept and use tax exemption certificates when supplied by OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Provider, Provider agrees to notify OSPS 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 OSPS.
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 Provider's deliveries fail to meet such schedule, OSPS, 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 Provider. Articles fabricated beyond OSPS's releases are at Provider's risk. Provider 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 OSPSO'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 Provider 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 OSPS. If the Provider'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 Provider 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 Provider to meet the required delivery schedule.
6. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation 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.
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. OSPS, 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 Provider's expense. OSPS 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 Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Provider'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 OSPS.
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 any errors or 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 OSPS.
9. **MODIFICATIONS.** OSPS reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Contract. All such modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider 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.** OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:

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

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

**11. NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

**12. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

**13. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

**14. DISPUTES.** OSPS 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. OSPS 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 Provider.

**15. SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

**16. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and

costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

**17. NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Contract.

And, the Provider has 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.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**18. 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.

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

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

**20. CYBERSECURITY AND PROHIBITED TECHNOLOGIES.** The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2021 \(3\)](#); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2030-B](#).

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, [Title 5 MRSA §2030-A](#).

- 21. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

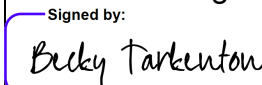
**RIDER D: RESPONSIBLE BIDDER CERTIFICATION**

*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: Becky Tarkenton	Title: Bid Administrator
Authorized Signature: Signed by:  30D06D03918742C...	Date: 4/29/2025

## 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:**



**Date:** December 27, 2021