

NEW

**State of Maine****Master Agreement****Effective Date:** 01/11/19**Expiration Date:** 01/31/20**Master Agreement Description:** Glass Beads for Traffic Paint - Maine & Vermont**Buyer Information**

William Allen

207-624-7871 ext. NULL 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

**Authorized Departments**

17A TRANSPORTATION

**Vendor Information****Vendor Line #:** 1**Vendor ID**

VC0000100006

**Vendor Name**

POTTERS INDUSTRIES

**Alias/DBA****Vendor Address Information**

PO BOX 840

VALLEY FORGE, PA 19482-0840

US

**Vendor Contact Information**

YVONNE HARRIS

800-552-3237 ext. 714

yvonne.harris@pottersbeads.com

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** POTTERS INDUSTRIES

**Commodity Line #:** 1

**Commodity Code:** 55004

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

**Commodity Specifications:**

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

**Quantity**

0.00000

**UOM**

**Unit Price**

\$0.00

**Delivery Days**

0

**Free on Board**

FOB Dest, Freight Prepaid

**Contract Amount**

\$0.00

**Service Start Date**

**Service End Date**

**Catalog Name**

Glass beads

**Discount**

0.0000 %

**Discount Start Date**

01/11/19

**Discount End Date**

01/31/20

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

## **TERMS & CONDITIONS**

**MA 181227-076**

**COMMODITY ITEM:** Glass Beads for Traffic Paint - Maine & Vermont – Maine is the Lead State.

**CONTRACT PERIOD:** Initial period through January 31, 2020. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions.

**VENDOR CONTACT PERSON:** The 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 this Master Agreement. All orders not submitted through a DO will be sent through the contractor's contact person. The contact person will be: Yvonne Harris  
Phone: **610-651-4714** Email: [Yvonne.harris@potterbeads.com](mailto:Yvonne.harris@potterbeads.com)

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

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

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

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

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

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

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

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

Main locations: Augusta, Turner, Bangor and Carmel

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

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

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

## **STATE OF MAINE**

### **GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
  - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
  - d. The term “Division” shall refer to the State of Maine Division of Purchases.
  - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
  
- 2. WARRANTY:** The Contractor warrants the following:
  - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
  - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
  - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
  - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
  - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

**3. TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

**4. PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**5. DELIVERY:** Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

**6. FORCE MAJEURE:** The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the

obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

**7. INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

**8. INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

**9. ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

**10. TERMINATION:** The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

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

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

**11. NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**12. COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**13. INTERPRETATION:** This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

**14. DISPUTES:** The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

**15. ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

**16. STATE HELD HARMLESS:** The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

**17. SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to



solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**18. WAIVER:** The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

**19. MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

**20. COMPETITION:** By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

**21. INTEGRATION:** All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

# Specifications

## Beads for Use with Waterborne Latex Paint

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

### General Requirements

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

### Graduation

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

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

### Roundness

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

### Drop Rate

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

## Beads for Use with Alkyd Traffic Paint

### General

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

**Note: This specification will also be used for a coated glass bead for use in waterborne traffic paint. The material, gradation, index of refraction, silica content, chemical stability, adherence coating and packing will all be applicable. Testing will be as**

recommended by supplier. All result can be requested by the Maine Department of Transportation. The coating shall be such that these beads will give the best initial and long term performance to produce a highly reflective traffic paint line.

## **Material**

The beads shall conform to the following requirements:

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

## **Gradation**

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

The beads shall meet the following gradation requirements:

<b>US Standard Screen</b>	<b>% Passing</b>
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 desiccators (8" inside diameter or bigger) for 4 hours at 75°-77°F. The distance between the desiccator plate and the surface of the solution shall be 1inch. This produces an atmosphere of 94% relative humidity. After 4 hours conditioning, the beads shall flow through a clear, dry, glass analytical 60° funnel, 125 mm in diameter and 150 mm stem without stoppage. Or test for Moisture Resistance with a suitable method that is correlated with the procedure noted.

## **Adherence Coating Test**

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

## Procedure

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

## Oven Test

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

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

## Packing

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

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

**Appendix E**

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

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

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

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

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

Yes

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

No

**Name of Company:**

Potters Industries, LLC

**Address:**

300 Lindenwood Drive, Malvern, PA 19355

**Signature:**



**Date: December 10, 2018**