

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000010392
Potters Industries LLC
PO Box 840
Valley Forge PA 194820840
USA

Contract ID 0000000000000000000029088		Page 1 of 4
Contract Dates 06/01/2015 to 12/31/2016		Origin CPS
Description: CPS-GLASS BEADS		Contract Maximum \$9,999,999.00
Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217	Contract Status Approved

Phone #: 610-651-4700

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1	8088	GLASS BEADS FOR WATERBORNE TRAFFIC PAINT. 80% TRUE SPHERES. BULK CONTAINERS OF 2000 LBS. (SEE ITEM SPECS)	CT	0.29400	0.00	0.00
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GLASS BEADS FOR WATERBORNE TRAFFIC PAINT. BEADS ARE TO BE IN CONFORMANCE WITH THE STATE OF VERMONT AGENCY OF TRANSPORTATION SPECIFICATION FOR GLASS BEADS FOR USE WITH PAINT FOR PAVEMENT MARKINGS.

2	8089	GLASS BEADS FOR WATERBORNE TRAFFIC PAINT. 80% TRUE SPHERES. BAGS OF 50 POUNDS. (SEE ITEM SPECS)	BG	0.29400	0.00	0.00
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GLASS BEADS FOR WATERBORNE TRAFFIC PAINT. BEADS ARE TO BE IN CONFORMANCE WITH THE STATE OF VERMONT AGENCY OF TRANSPORTATION SPECIFICATION FOR GLASS BEADS FOR USE WITH PAINT FOR PAVEMENT MARKINGS.

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS STATE OF VERMONT CONTRACT # 29088 ("CONTRACT") IS WRITTEN UNDER THE AUTHORITY GIVEN TO THE COMMISSIONER OF BUILDINGS AND GENERAL SERVICES IN 29 VSA § 903A TO PARTICIPATE IN COOPERATIVE PURCHASING AGREEMENTS WITH OTHER STATES. THIS CONTRACT IS WRITTEN TO ALLOW THE STATE OF VERMONT ("STATE" OR "CUSTOMER") TO PARTICIPATE IN THE STATE OF MAINE MASTER PRICE AGREEMENT #17A 15040200000000794 WITH POTTERS INDUSTRIES, LLC. ON BEHALF OF ITS AFFILIATED ENTITIES PROVIDING THE PRODUCTS AND SERVICES FOR THE PURCHASE OF GLASS BEADS. THIS CONTRACT IS WRITTEN BASED ON THE REQUEST FOR PROPOSAL ISSUED BY THE STATE OF MAINE AND THE RESULTING MASTER PRICE AGREEMENT #17A 15040200000000794 EFFECTIVE APRIL 24, 2015. THIS CONTRACT INCORPORATES THE SERVICES/PRODUCTS AND PRICING OF THE STATE OF MAINE AGREEMENT #17A 15040200000000794 AND ALL ITS TERMS AND CONDITIONS THAT ARE NOT IN CONFLICT WITH THE STATE OF VERMONT CONTRACT #29088, AND THE STATE OF VERMONT STANDARD CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS AS THE RELATIONSHIP APPLIES AND ACTIVITIES APPLY TO THE STATE OF VERMONT.

1. SCOPE: CONTRACTOR WILL PROVIDE GLASS BEADS TO THE STATE OF VERMONT UNDER THE TERMS OF THIS CONTRACT, INCLUDING THE STATE OF MAINE AGREEMENT #17A 15040200000000794, AND THE STATE OF VERMONT STANDARD CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS.
2. TAX EXEMPTION: UNDER THIS CONTRACT, CONTRACTOR WILL WAIVE ALL TAXES FOR WHICH THE STATE OR OTHER PARTICIPATING ENTITY PROVIDES A TAX EXEMPT CERTIFICATE.
3. ENTIRE CONTRACT: THE MAINE MASTER AGREEMENT#17A 15040200000000794, AND THE STATE OF VERMONT STANDARD CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS ARE HEREBY INCORPORATED INTO THIS CONTRACT. IF A CONFLICT EXISTS AMONG PROVISIONS WITHIN THE DOCUMENTS THAT FORM THIS CONTRACT, THE FOLLOWING ORDER OF PRECEDENCE WILL APPLY:
 - A. THIS CONTRACT #29088
 - B. STANDARD CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS (ATTACHMENT C)
 - C. THE MAINE MASTER AGREEMENT #17A 15040200000000794.

4. TERMS: NET 30 DAYS

5. QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

6. DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND ACCEPTED IN ACCORDANCE WITH THIS CONTRACT. CONTRACTOR SHALL ENSURE THAT SHIPMENTS ARE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY CONTRACTOR.

7. PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

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8. CONTRACT PRICING: PRICING IS BASED ON COST AS SET BY CONTRACT # 29088.

9. THE STATE DOES NOT AGREE TO REIMBURSE CONTRACTOR FOR EXPENSES UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT OR ITS INCORPORATED ATTACHMENTS. THE CONTRACTUAL AUTHORITY, AS IDENTIFIED BY THE NOT TO EXCEED AMOUNT, DOES NOT OBLIGATE THE STATE OF VERMONT TO EXPEND FUNDS OR PURCHASE GOODS OR SERVICES UP TO ANY AMOUNT; THE PURCHASE AMOUNT WILL BE CONTROLLED BY THE INDIVIDUAL PARTICIPATING SCHOOL USING THEIR PURCHASE ORDERS OR OTHER AUTHORIZED MEANS OR REQUISITION FOR SERVICES AND/OR GOODS AS SUBMITTED TO AND ACCEPTED BY THE CONTRACTOR.

10. QUALITY: ALL PRODUCTS PROVIDED BY CONTRACTOR UNDER THIS CONTRACT WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

11. METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING WRITTEN PURCHASE ORDER MUST BE ISSUED. PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

12. INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE CONTRACTOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

13. CANCELLATION:

A. TERMINATION WITHOUT CAUSE. ANY DISCRETIONARY OR VESTED RIGHT OF RENEWAL NOTWITHSTANDING, THIS CONTRACT MAY BE TERMINATED UPON WRITTEN NOTICE BY MUTUAL CONSENT OF BOTH PARTIES OR UNILATERALLY UPON 30 DAYS WRITTEN NOTICE BY EITHER PARTY WITHOUT CAUSE.

B. STATE TERMINATION FOR NON-APPROPRIATION. THE CONTINUATION OF THIS CONTRACT BEYOND THE CURRENT BIENNIUM IS SUBJECT TO AND CONTINGENT UPON SUFFICIENT FUNDS BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE BY THE STATE LEGISLATURE AND/OR FEDERAL SOURCES. THE STATE MAY TERMINATE THIS CONTRACT, AND CONTRACTOR WAIVES ANY AND ALL CLAIM(S) FOR DAMAGES, EFFECTIVE IMMEDIATELY UPON RECEIPT OF WRITTEN NOTICE (OR ANY DATE SPECIFIED THEREIN) IF FOR ANY REASON THE CONTRACTING AGENCY'S FUNDING FROM STATE AND/OR FEDERAL SOURCES IS NOT APPROPRIATED OR IS WITHDRAWN, LIMITED, OR IMPAIRED.

C. CAUSE TERMINATION FOR DEFAULT OR BREACH. A DEFAULT OR BREACH MAY BE DECLARED WITH OR WITHOUT TERMINATION. THIS CONTRACT MAY BE TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE OF DEFAULT OR BREACH TO THE OTHER PARTY AS FOLLOWS:

- I. IF CONTRACTOR FAILS TO PROVIDE OR SATISFACTORILY PERFORM ANY OF THE CONDITIONS, WORK, DELIVERABLES, GOODS, OR SERVICES CALLED FOR BY THIS CONTRACT WITHIN THE TIME REQUIREMENTS SPECIFIED IN THIS CONTRACT OR WITHIN ANY GRANTED EXTENSION OF THOSE TIME REQUIREMENTS; OR
- II. IF ANY STATE, COUNTY, CITY OR FEDERAL LICENSE, AUTHORIZATION, WAIVER, PERMIT, QUALIFICATION OR CERTIFICATION REQUIRED BY STATUTE, ORDINANCE, LAW, OR REGULATION TO BE HELD BY CONTRACTOR TO PROVIDE THE GOODS OR SERVICES REQUIRED BY THIS CONTRACT IS FOR ANY REASON DENIED, REVOKED, DEBARRED, EXCLUDED, TERMINATED, SUSPENDED, LAPSED, OR NOT RENEWED; OR
- III. IF CONTRACTOR BECOMES INSOLVENT, SUBJECT TO RECEIVERSHIP, OR BECOMES VOLUNTARILY OR INVOLUNTARILY SUBJECT TO THE JURISDICTION OF THE BANKRUPTCY COURT; OR
- IV. IF THE STATE MATERIALLY BREACHES ANY MATERIAL DUTY UNDER THIS CONTRACT AND ANY SUCH BREACH IMPAIRS CONTRACTOR'S ABILITY TO PERFORM; OR
- V. IF IT IS FOUND BY THE STATE THAT ANY QUID PRO QUO OR GRATUITIES IN THE FORM OF MONEY, SERVICES, ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY CONTRACTOR, OR ANY AGENT OR REPRESENTATIVE OF CONTRACTOR, TO ANY OFFICER OR EMPLOYEE OF THE STATE OF MAINE OR STATE OF VERMONT WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO AWARDED, EXTENDING, AMENDING, OR MAKING ANY DETERMINATION WITH RESPECT TO THE PERFORMING OF SUCH CONTRACT; OR
- VI. IF IT IS FOUND BY THE STATE THAT CONTRACTOR HAS FAILED TO DISCLOSE ANY MATERIAL CONFLICT OF INTEREST RELATIVE TO THE PERFORMANCE OF THIS CONTRACT.

D. TIME TO CORRECT. TERMINATION UPON A DECLARED DEFAULT OR BREACH MAY BE EXERCISED ONLY AFTER SERVICE OF FORMAL WRITTEN NOTICE, AND THE SUBSEQUENT FAILURE OF THE DEFAULTING PARTY WITHIN THIRTY (30) CALENDAR DAYS OF RECEIPT OF THAT NOTICE TO PROVIDE EVIDENCE, SATISFACTORY TO THE AGGRIEVED PARTY, SHOWING THAT THE DECLARED

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DEFAULT OR BREACH HAS BEEN CORRECTED.						

E. WINDING UP AFFAIRS UPON TERMINATION. IN THE EVENT OF TERMINATION OF THIS CONTRACT FOR ANY REASON, THE PARTIES AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SURVIVE TERMINATION:

I. THE PARTIES SHALL ACCOUNT FOR AND PROPERLY PRESENT TO EACH OTHER ALL CLAIMS FOR FEES AND EXPENSES AND PAY THOSE WHICH ARE UNDISPUTED AND OTHERWISE NOT SUBJECT TO SET OFF UNDER THIS CONTRACT. NEITHER PARTY MAY WITHHOLD PERFORMANCE OF WINDING UP PROVISIONS SOLELY BASED ON NONPAYMENT OF FEES OR EXPENSES ACCRUED UP TO THE TIME OF TERMINATION;

II. CONTRACTOR SHALL SATISFACTORILY COMPLETE WORK IN PROGRESS AT THE AGREED RATE (OR A PRO RATA BASIS IF NECESSARY) IF SO REQUESTED BY THE CONTRACTING AGENCY;

III. CONTRACTOR SHALL EXECUTE ANY DOCUMENTS AND TAKE ANY ACTIONS NECESSARY TO EFFECTUATE AN ASSIGNMENT OF THIS CONTRACT IF SO REQUESTED BY THE CONTRACTING AGENCY;

IV. CONTRACTOR SHALL PRESERVE, PROTECT AND PROMPTLY DELIVER TO THE STATE ALL EQUIPMENT, DATA, PROPRIETARY INFORMATION AND ANY OTHER PROPERTY OWNED BY THE STATE THEN IN CONTRACTOR'S POSSESSION.

14. CONTRACT TERM: THE TERM OF THIS CONTRACT IS FROM JUNE 1, 2015 TO DECEMBER 31, 2015 WITH THE OPTION TO EXTEND THE CONTRACT FOR THREE (3) 12 MONTH PERIODS.

15. INTER-AGENCY NOTICE: PARTICIPATING ENTITIES ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

16. SUPPLIER CONTACT FOR SERVICE:

Yvonne Harris
Potters Industries, LLC
Contract Administrator
yvonne.harris@pottersbeads.com
Tel: 800-552-3237, ext. 4714
Fax: 610-408-9723

AMENDMENT#1 (NOVEMBER 2015). THIS CHANGE EXERCISES THE FIRST OF THE THREE ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 12/31/2016, AT THE SAME PRICING, TERMS, AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI
SENIOR PURCHASING AGENT
PHONE: 802-828-2217
FAX: 802-828-2222
brian.berini@state.vt.us

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____