



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: TYPE I MOISTURE PROOF GLASS SPHERES
AND VISILOK BEADS

CONTRACT #: 0206-24 (7700000246)

CONTRACT DATES: 03/20/2024 – 02/28/2027

BUYER: Sean Wilcox
PHONE: 585/753-1136
EMAIL: swilcox@monroecounty.gov

VENDOR(S): Potters Industries, LLC
3222 Phoenixville Pike
Suite 103
Malvern, PA 19355

Sean Wilcox
Buyer

XC: BP FILE
VENDOR

TERMS AND CONDITIONS

BID ITEM: TYPE 1 MOISTURE PROOF GLASS SPHERES AND VISILOCK BEADS

FOR: Department of Transportation

PURCHASING CONTACT: The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Sean Wilcox
Monroe County Division of Purchasing
39 West Main Street Room 200
Rochester, NY 14614
Email: swilcox@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than close of business (5:00 PM Eastern Standard Time) on **Wednesday, February 21, 2024.**

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Friday, February 23, 2024.**

DUPLICATE COPIES: **PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.**

BID INFORMATION: At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation and Disability Benefits Insurance** coverage or **PROOF** that they are exempt. (Visit www.wcb.ny.gov for forms.)

SPECIFICATION ALTERATIONS: Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES:

The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. **Estimates are based upon actual annual usage by County departments only.**

BRAND REFERENCE:

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

METHOD OF AWARD:

Monroe County intends to award one or more contract(s) to the lowest responsive and responsible bidder(s). The County reserves the right to award the bid as a **whole or by Group or item, depending on whichever method results in the lowest overall cost to the County. Separate awards will be considered only when the price offered is great enough to offset the additional costs inherent to multiple contracts.** Bidders are not required to bid on every Group included in the bid; however, they must bid on every item within each Group in order to be considered. **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **February 28, 2025**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

DELIVERY:

Delivery to be **F.O.B. destination as specified by Purchase Order.** Deliveries must be made within **two (2) weeks** after receipt of purchase order number. A delivery in excess of **two (2) weeks** may be grounds for rejection of a bid.

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

**REPORT OF
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any other political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

**EQUAL PAY
CERTIFICATION:**

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

BP#0206-24
TYPE 1 MOISTURE PROOF GLASS SPHERES
AND VISILOK BEADS
SPECIFICATIONS

GROUP 1

727-05 GLASS BEADS FOR PAVEMENT MARKINGS

SCOPE. This specification covers reflectorized beads for application to pavement marking materials for the production of a reflective surface.

MATERIAL REQUIREMENTS

Composed of glass that is highly resistant to traffic wear and to the effects of weathering.

Be colorless, clean, transparent, free from milkiness or excessive air bubbles, and essentially free from surface scarring or scratching.

Silica content (ASTM C169): 60% minimum.

Refractive index: 1.50 when tested by the liquid immersion method at 77°F.

Show no tendency to absorb moisture in storage and shall remain free of clusters and hard lumps. Flow freely from the dispensing equipment at any time when surface and atmospheric conditions are satisfactory for painting.

A. Sphericity. (ASTM D1155 Procedure A) Spherical in shape - 70% minimal, true spheres. Wet/Night Visibility Beads shall be tested for roundness according to the procedural directives of the Materials Bureau.

B. Gradation. (ASTM D1214)

TABLE 727-05-1 GLASS SPHERE GRADATION (Standard Bead)				
Percent Passing by Weight				
Marking Type	Sieve Size			
	#	#3	#5	#8
Epoxy	1	80-	9-	0-
Traffic Paint	1	80-	9-	0-
Thermoplastic	1	79-	15-	0-

TABLE 727-05-2 GLASS SPHERE GRADATION (Wet/Night Visibility Bead)						
Percent Passing by Weight						
Marking Type	Sieve Size					
	#10	#12	#14	#16	#18	#20
Epoxy Wet/Night Reflective	100	95-100	75-95	10-47	0-7	0-2

C. Coating.

TABLE 727-05-3 GLASS SPHERE COATINGS	
Marking Type	Coating Type
Epoxy (Wet/Night Visibility Bead)	Silane Type adherence coating designed to interact with and adhere to epoxy pavement markings.
Epoxy (Standard Bead)	Moisture-resistant coating or a dual purpose type coating (moisture-resistant and adherence).
Traffic Paint	
Thermoplastic (Drop on)	

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D. Moisture Resistance. Place two pounds of spheres in a washed cotton bag, having a thread count of approximately 50 per square inch (warp and woof) and immerse the bag in a container of water for 30 seconds. Remove the bag and force excess water from the sample by squeezing the bag. Suspend and allow to drain for two hours at room temperature ($73^{\circ} \pm 3^{\circ}\text{F}$). Then, mix the sample in the bag by shaking thoroughly. Transfer sample slowly to a clean, dry glass funnel having a stem 4 inches in length, with a $3/8$ inch stem entrance inside diameter opening and a minimum exit opening of $1/4$ inch. The entire sample shall flow freely through the funnel without stoppage. When first introduced into the funnel, if the spheres clog, it is permissible to lightly tap the funnel to initiate the flow.

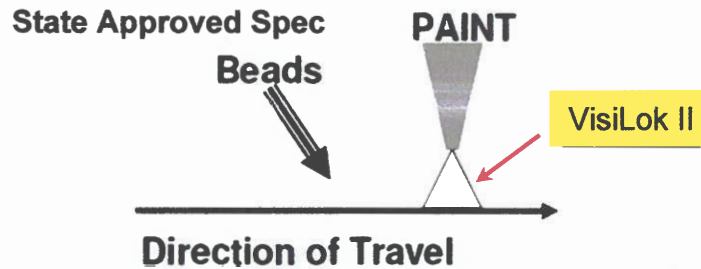
PACKAGING AND SHIPPING. Shipped to the job site in waterproof plastic lined burlap or plastic lined paper bags with the following information clearly marked on the packages:

- Manufacturer's Name
- Name of Product
- Size/Type/Coating
- Material Specification Number
- Lot/Batch Number
- Manufacture Date
- Quantity/Weight of Material

VISILOK™ II FOR WATERBORNE PAINT

This specification covers glass beads to be applied upon waterborne paint to produce a reflective pavement marking using a single drop process utilizing the VISILOK™ II Safety Marking Sphere System. The following positional sequence must be observed for the system:

FRONT Set-up



1.0 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 that conform to the following specific requirements, and 2) drying aid material, which is granular and white in color.

1.1 Gradation – The material shall meet the gradation requirements as given in the table below and shall be tested in accordance to ASTM D1214 and AASHTO PP-74-13.

VISILOK™ II 31GB1	
Sieve	% Passing
16	100
20	95 – 100
30	75 – 95
50	15 – 35
100	0 – 5

1.2 Roundness – The VISILOK™ II material shall be at least 45% round by Computerized Optical Method (AASHTO PP-74-13) or approved equivalent in accordance with AASHTO T346-13 Section 6.

2.0 APPLICATION SPECIFICATIONS

2.1 Drop rate – VISILOK™ II shall be applied according to manufacturer recommendations. However, 2 lbs. of VISILOK™ II per gallon of waterborne latex paint is the maximum recommended amount.

These materials are provided for the information of the recipient only and nothing contained herein shall constitute a representation or warranty of any kind by Potters Industries, LLC. The recipient cannot rely on the information set forth herein for any reason, and any such reliance shall be at the recipient's sole risk.

Although the information and suggestions in this brochure ("information") are believed to be correct, Potters Industries LLC makes no representations or warranties as to the completeness or accuracy of the information. The information is supplied upon the following conditions: The person receiving the information will determine its suitability for their purposes; Potters Industries LLC will not be responsible for damages of any nature whatsoever resulting from the use of, or reliance upon, the information or the materials, devices or products to which the information refers; No information is to be construed as a recommendation to use any product, process, equipment or formulation in conflict of any patent; Potters Industries LLC makes no representation or warranty, express or implied, that the use thereof will not infringe any patent and NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER NATURE ARE MADE HEREUNDER WITH RESPECT TO INFORMATION OR THE MATERIALS, DEVICES OR PRODUCTS TO WHICH THE INFORMATION REFERS.

BP#0206-24
TYPE 1 MOISTURE PROOF GLASS SPHERES
AND VISILOK BEADS

UNIT PRICE SHEET
(as of March 1, 2026)

GROUP 1

Unit Price

Type 1 Moisture Proof Glass Spheres, 44,000 lbs. (2,000 lb. Carton) \$ 0.49 /lb.

GROUP 2

Visilok Beads: 44,000 lbs. or more \$ 2.34 /lb.

Visilok Beads: 22,000 lbs. to 43,950 lbs. \$ 2.49 /lb.

Visilok Beads: 10,000 lbs. to 21,950 lbs. \$ 2.79 /lb.

Visilok Beads: 2,000 lbs. to 9,950 lbs. \$ 2.99 /lb.

COMPLIANCE WITH FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this contract, directly or indirectly of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A-102, A-110 and A-133 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit
304 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this contract.

The County's right of inspection and audit pursuant to this contract shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this contract.