

C. DAVID PEDRI, ESQ.
COUNTY MANAGER

ROMILDA P. CROCAMO, ESQ.
CHIEF COUNTY SOLICITOR



DAVID PARSNIK
DIVISION OF ADMINISTRATIVE SERVICES

MARK A. ZULKOSKI
DIRECTOR OF PROCUREMENT

LUZERNE COUNTY
OFFICE OF PROCUREMENT

20 NORTH PENNSYLVANIA AVENUE, SUITE 203
WILKES-BARRE, PENNSYLVANIA 18701-3505
(570) 825-1501 FAX: (570) 825-1851

June 16, 2020

Dear Sir,

Luzerne County has awarded O.H. Striping, Inc. a contract in the amount of **\$151,650.00**

Please be advised that a performance bond in the amount of **\$75,825.00** is also required made out to the County of Luzerne.

This bond together with one (1) copy of the signed contract must be received in the office of the Purchasing Department no later than **June 30, 2020** or the contract will be considered void.

Thank you,

A handwritten signature in black ink that reads "Mark A. Zulkoski".

Mark A. Zulkoski, Director
Purchasing department

MEMORANDA OF AGREEMENT

Memoranda of Agreement made and concluded this **O.H. Striping, Inc.** "Contractor," party of the first party and the County of Luzerne, a body corporate and politic, under the laws of the State of Pennsylvania, party of the second part.

The whereas contractor was duly accepted as the lowest responsible bidder, for furnishing of certain material as herein after designated, for the County of Luzerne, all of which will appear by reference to the official records of said County, now therefore, this agreement witnesseth:

1. It is mutually agreed that the said proposal, instructions, plans and specifications shall be deemed a part of this contract, with the same force and effect as if set forth and incorporated herein.
2. Contractor agrees with said County under the penalty expressed in a bond, to assure the performance of this contract and in strict conformity with the plans and specifications upon which said proposal was based and within a reasonable time and without delay (time being of essence in this contract) to furnish certain labor for the county in the following particulars and essentials, to wit:
3. To furnish and deliver F.O.B.: **Traffic Line Painting**
4. Total Bid: **\$151,650.00**
5. Contract Period: **4/1/20 to 12/31/20**
6. The County of Luzerne reserves the right to terminate this contract on 10 (ten) days written notice to contractor if, in the opinion of the County of Luzerne, the product (s) or service (s) provided at any time are deemed to be substandard or of poor quality.
7. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania and all obligations of the parties created here under are performable in Luzerne County, Pennsylvania, and any suit arising hereunder shall be brought in the Luzerne County Court of Common Pleas, Luzerne County, Pennsylvania.

Contractor agrees that in the execution and performance of this contract, to abide by and observe all and singular the ordinances of said county and resolutions of the said County pertaining to said (work and) material to carry insurance under the Workman's Compensation Act of Pennsylvania for the protection of all employees, agents and servants of the contractor, to make such deductions from the wages earned by employees as required under Liability Insurance and to indemnify said county of and from any loss or damage suffered by it or its employees, or any other person or persons due to the negligence of the contractor. The County of Luzerne in consideration of a faithful performance of the provisions and stipulations of this agreement, as defined by the terms hereof as by the proposal and specifications herein referred to hereby covenants and hereunder upon the due performance of this agreement and upon formal acceptance of the (work and) materials herein provided for by the County of Luzerne, to be evidenced by the Adoption or Appropriate Resolution thereof.


4. Total Bid: Units. Janitorial service vendor will be responsible to clean and disinfect only those portion of the allotted space utilized for voting.

Witness the due execution hereof and the proper attestation the day and year first above written.


This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania and all obligations of the parties created here under are performable in Luzerne County, Pennsylvania, and any suit arising hereunder shall be brought in the Luzerne County Court of Common Pleas, Luzerne County, Pennsylvania.

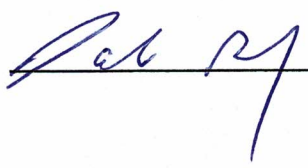
Date: 6-26-20

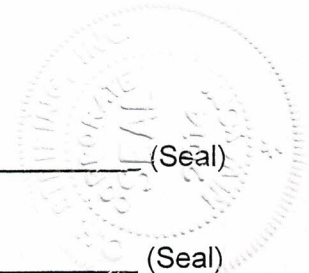
(Company Signature Here) 



Signed and sealed in the presence of:
(Seal)

(Witness please sign here) 



 (Seal)
(Seal)
(Seal)

County of Luzerne:

County Solicitor

C. David Pedri, ESQ.
Luzerne County Manager

PROPOSAL
FOR
PAINTING TRAFFIC LINES

In accordance with the attached Specifications and Instructions to Bidders, We or (I) propose to provide Type II Rapid Dry Traffic Paint and Glass Bead Materials and perform the work described below for the Luzerne County Road & Bridge Department, 200 N. River Street, Wilkes-Barre, PA. The stated quantities are estimates only and the Luzerne County Road & Bridge Department reserves the right to increase or decrease the quantities according to demand and may require the work, portions of work, or work not included in the specifications to be performed or performed more than once at any time during the contract period. In addition, the County of Luzerne reserves the right to decrease and/or omit work specified to be completed in the specifications. Contract terms are until the end of the calendar year and/or as negotiated and illustrated in the contract agreement.

Contract – 4/1/2020 to 12/31/2020

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
Double Yellow Centerline - Waterborne	900,000 LFT.

Unit Price in Numbers:

\$ 0.095

Total Price in Numbers:

\$ 85,560.00

Unit Price in Words:

ninety five hundredths of a dollar

Total Price in Words:
eighty five thousand five hundred dollars

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
Single White Edgeline - Waterborne	1,350,000 LFT.

Unit Price in Numbers:

\$ 0.049

Total Price in Numbers:

\$ 66,150.00

Unit Price in Words:

fourty nine hundredths

Total Price in Words:

sixty six thousand one hundred fifty

TOTAL PRICE \$ 151,650.00

(Numeric)

TOTAL PRICE (in words) one hundred fifty one thousand

six hundred fifty dollars

Responders Signature Form

Responder O. H. Striping, Inc.
Proposal must be signed here [Signature]
Address 11016 River Rd, Corning, NY 14830
Telephone number 607-377-9343

Individual Partnership or Corporation

The responder certifies that they come under the class checked below:

Please insert names:

- A. Individual owner _____
- B. Partnership partners _____
- C. Corporation O. H. Striping, Inc.
Exact name of corporation

New York
State incorporated

Note:

All county proposals under the jurisdiction of Luzerne County Manager and Luzerne County Government are furnished in duplicate. One copy of the proposal is to be filled out and submitted with the bid and the remaining copy to be retained for the responders records.

Proposals should be as net prices and shall prevail in the awarding of contracts.

Failure of the responders to sign the bid and have the signature of an authorized representative or agent on the proposal in the space provided, will be cause for rejection of the proposal. Signatures must be written in ink. Typed, printed or stamped signatures will not be accepted.

It is understood by both the county and responders that all trade names, catalogue numbers or bids "as per sample" offered on this proposal shall meet the specifications, unless the responder states that such trade names, catalogue numbers or samples are not equal to the specified item.

Return to Purchasing Department

Proposal Blanks

To the County Manager:

I, the undersigned being a duly authorized representative of

O.H. Striping, Inc.
Submit for your consideration a proposal to supply

Traffic Line Painting

The price for which (I/we) will supply each item specified on the following pages is shown immediately after the description of the particular article.

(I/we) agree, if awarded the contract for any items shown on the attached specifications, to enter into a written agreement and to furnish the said items at the price shown, and to furnish a performance bond (if applicable) within sixty (60) days.

Date: March 23 20 20

Signature-typewritten

Jeffrey Bl

Signature-signed in ink

Jeffrey Bl

Street

11016 River Rd 14830

City & State

Zip

Corning, NY 14830

Company telephone number

607-377-9343

Salesman's telephone number

NY 607-377-2220

Company fax number

N/A

E-Mail Address

o.h.striping@gmail.com

Non Collusion Affidavit

State of New York

County of Chemung

Jeffrey Bly being first duly sworn, deposes and says that:

(1) She/He is the President (owner, partner, officer, representative or agent) of the Bidder that had submitted the attached proposal.

(2) She/He is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal

(3) Such proposal is genuine and is not part of any conspiracy, collusion or deception.

(4) Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other responder, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached bid has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other responder, or to fix any overhead, profit or cost element for the prices or the proposal price of any responder, or to secure through any collusion, conspiracy connivance or unlawful agreement any advantage against the any person interested in the proposed contract; and the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(5) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.

(6) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a responder/proposer or potential proposer, and they will not be disclosed before proposal opening.

(7) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than its proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

