

PROPOSAL FORM

CONTRACT: JMPP WINTER 2023
WASHINGTON COUNTY
JOINT MUNICIPAL PURCHASING COUNCIL

DATE: 9/29/23

TO: WASHINGTON COUNTY COMMISSIONERS
CROSSROADS BUILDING
WASHINGTON, PA 15301

In accordance with the advertisement of the Washington County Commissioners, Crossroads Building, Washington, Pennsylvania, inviting bids for the furnishing of varied quantities of **Calcium Chloride, Cold Patch, Anti-Skid Aggregates, Anti-Skid Coal Ash, Oil, Antifreeze, Hydraulic Fluid, Windshield Washer Fluid and other items denoted in the bid excel sheet** for the Washington County Joint Municipal Purchasing Council, Washington, Pennsylvania, having examined the attached specifications and understanding the same, the undersigned proposes to furnish and comply with all of said specifications.

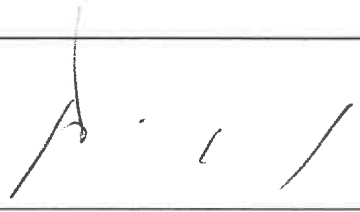
ATTEST: Lori Kalina _____

**Ligonier Stone & Lime Co. dba as
Derry Stone & Lime Co.** _____

(Secretary if bid by a Corporation)

Name of Bidder

ADDRESS: 117 Marcia St., Latrobe, PA 15650 _____



David Herrholtz, President _____

(Signature of Bidder)

(Typed Name of Bidder-Must be an Officer)

Phone #: 724-537-6023 _____

EMAIL: LKALINA@LIGONIERSTONE.COM _____

FAX: 724-537-6021 _____

**WE ARE REQUIRED TO ISSUE A FORM 1099 FOR PAYMENTS PROCESSED
THIS FORM (Page 2) MUST BE RETURNED WITH BID PROPOSAL**

VENDOR MUST SUBMIT UNIT COST PRICES AS REQUESTED IN BID PROPOSAL. FAILURE TO SUBMIT UNIT COSTS EXACTLY AS REQUESTED WILL CAUSE YOUR BID ON THAT ITEM NOT TO BE CONSIDERED. ALSO, DUPLICATE BIDS ON ONE ITEM ARE UNACCEPTABLE. ALL AWARDS WILL BE ON THE UNIT COST. UNIT COSTS SUBMITTED BY VENDOR MUST CALCULATE OUT EVENLY TO THE CASE COST AND TOTAL COST. THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY INCORRECT UNIT COSTS SUBMITTED BY THE VENDOR. BID DOCUMENTS WHICH ARE NOT SIGNED BY INDIVIDUALS MAKING THEM SHALL HAVE ATTACHED THERETO A POWER OF ATTORNEY WITH AUTHORITY TO SIGN THE DOCUMENT IN THE NAME OF THE PERSON FOR WHOM IT IS ASSIGNED. BID DOCUMENTS SIGNED FOR A CORPORATION SHALL HAVE THE CORRECT CORPORATE NAME THEREON, AND THE SIGNATURE OF THE PRESIDENT OR THE PRESIDENT OR OTHER AUTHORIZED OFFICER OF THE CORPORATION MANUALLY WRITTEN BELOW THE CORPORATE NAME FOLLOWING THE WORD "BY _____." ANY DOCUMENT MANUALLY SIGNED BY AN OFFICIAL OTHER THAN THE PRESIDENT OF THE CORPORATION SHALL HAVE ATTACHED TO IT A CERTIFIED COPY OF A RESOLUTION OF THE BOARD OF DIRECTORS DIRECTING AUTHORITY OF SUCH OFFICIAL TO SIGN THE BID DOCUMENT. THE BID DOCUMENT SHALL ALSO BEAR THE ATTESTING SIGNATURE OF THE SECRETARY OF THE CORPORATION, AND THE IMPRESSION OF THE CORPORATE SEAL.

**Ligonier Stone & Lime Co. dba
Derry Stone & Lime Co.**

Name of Bidder

ADDRESS: 117 Marcia St., Latrobe, PA 15650



David Herrholtz, President

(Signature of Bidder)

(Typed Name of Bidder-Must be an Officer)

Phone #: 724-537-6023

EMAIL: LKALINA@LIGONIERSTONE.COM

FAX: 724-537-6021

THIS FORM MUST BE COMPLETED AND ATTACHED WITH ORIGINAL BID PROPOSAL.

ANTI-COLLUSION AFFIDAVIT
WASHINGTON COUNTY, PA

The undersigned deponent, deposes and says that he is the President of the bidder; that he is authorized to make this statement on behalf of the bidder, and he hereby certifies on behalf of the bidder that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement for the purpose of restricting Competition with any other contractor, bidder or potential bidder.

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

(3) No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid submitted by the bidder is made in good faith and not pursuant to any

agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) The bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

(6) The bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

(7) I have made a diligent inquiry of all members, officers, employees, and agents of the bidder with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other inconsistent with any of the statements and representations made in this Statement.

(8) No attempt has been made to take any action in restraint of free competitive bidding in connection with the bid.

(9) It is understood that if any incidents resulting in conviction or being found liable are, set forth in (10) below, the Pennsylvania Anti Bid Act, 73 P.S. 1611 et seq. provides that it does not prohibit a governmental agency from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment at the discretion of a government agency under rules and regulations of that agency (language omitted). Ligonier Stone & Lime Co. dba

(10) Derry Stone & Lime Co., its affiliates, (NAME OF BIDDER)

subsidiaries, officers, directors and employees are not aware that they are currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I hereby state that Ligonier Stone & Lime Co. dba
Derry Stone & Lime Co.
(BIDDER)

understands and acknowledges that the above representations are material and important, and will be relied on by Washington County, Pennsylvania in awarding the contract(s) for which this bid is submitted. I understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Washington County, Pennsylvania of the true facts relating to the submission of bids for this contract.

Ligonier Stone & Lime Co. dba Derry Stone & Lime Co.
(BIDDER)

By: _____

Sworn to and subscribed before me the undersigned notary public this 29 day of September, 2023

Lori L. Harr
NOTARY PUBLIC

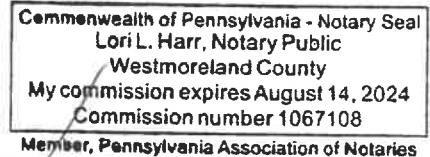
My Commission Expires:

Contractor:

By: _____

Printed Name: David Herrholtz

Title: President



REQUIREMENTS FOR VENDORS DOING BUSINESS WITH WASHINGTON COUNTY

The awarded vendor must furnish and keep in full force, during the term of this contract, the following insurances:

Unless waived by the County in writing, Contractor shall obtain insurance of the types and in the amounts described below:

(1) Commercial General and Umbrella Liability Insurance.

(a) Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 each occurrence unless specified on addendum XXX. If such CGL insurance obtains a general aggregate limit, it shall apply separately to this location or project. CGL insurance shall be written on ISO occurrence form (or substitute form providing equivalent coverage). County of Washington shall be included as an insured under the CGL, using ISO additional insured endorsement CG2026 or a substitute providing equivalent coverage, and under the Commercial Umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to County of Washington. There shall be no endorsement or modification of the CGL policy which limits coverage for liability arising from claims based on sexual abuse or molestation. If such an endorsement has been added to the Contractor's CGL insurance, Contractor shall be required to obtain separate insurance coverage for claims based on sexual abuse or molestation.

(2) Business Automobile and Umbrella Liability Insurance.

(a) Contractor shall maintain Business Automobile Liability, and if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile, including owned, hired and non-owned automobiles. Business automobile coverage shall be written on ISO form CA0001 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of CA0001.

(3) Workers Compensation Insurance.

Contractor shall maintain Workers Compensation and Employers Liability Insurance.

(a) The Employers Liability and/or Umbrella Liability limits shall not be less than \$100,000 each accident for bodily injury by accident, \$100,000 each employee for bodily injury by disease, \$500,000 policy limit for bodily injury by disease.

(4) Insurance Requirements for all Policies.

(a) Contractor waives all rights against County of Washington and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Commercial General

Liability, Automobile Liability, or Umbrella Liability Insurance maintained pursuant to previous paragraph of this agreement.

(b) By requiring insurance herein, County of Washington does not represent that coverage and limits will necessarily be adequate to protect contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's Liability under the indemnities granted to County of Washington in this contract.

(c) If Contractor's Liability does not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide Cross-Liability coverage.

(d) Prior to the commencement of terms of this contract, contractor shall furnish County of Washington with a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

(e) All certificates of insurance shall provide for 30 days' written notice to County of Washington prior to the cancellation or material change of any insurance referred to therein.

(f) Failure of County of Washington to demand such certificate or other evidence of full compliance with these insurance requirements or failure of County of Washington to identify a deficiency from evidence that is provided shall not be construed as a waiver of contractor's obligation to maintain such insurance.

(g) Failure to maintain the required insurance may result in termination of this contract or other punitive measures, such as withholding payments or denying access to the premises at County of Washington's option.

(h) The contractor must agree to hold harmless and indemnify Washington County and its officials from and against any and all liability arising out of any action, claimed demand, suit, or cause of action which may be made or asserted against the County of Washington and its officials by reason of any acts of the agency, or its performance of the services contemplated by this contract. The contractor insurance policy including: Commercial General Liability, Automobile Liability, or Umbrella Liability Insurance must be endorsed to include the County of Washington as additional insured.

(i) Certificates of Insurance must be delivered to Washington County within five (5) days after the award evidencing these coverages.

(j) Insurance as required in the foregoing paragraphs shall be placed with an insurer acceptable to the County with a Best Rating of A- or better.

Contractor:

By: _____

Printed Name: DAVID HERRHOLTZ

Title: PRESIDENT

JMPP BID ITEMS LIST: PRICING PLANT FOB AND DELIVERED

<u>Aggregate/Commodity</u>	<u>PRICE PLANT FOB</u>	<u>PRICE DELIVERED</u>
<u>1. Sodium Chloride/Ton:</u>		
<u>2. Anti-Skid Coal Ash/Ton</u>		
2.1 Type 1:		
2.2 Type 1A:		
2.3 Type 4:		
<u>3. Anti-Skid Aggregate/Ton</u>		
3.1 Type AS1:	\$16.05	\$33.86
3.2 Type AS2/3:	\$16.05	\$33.86
3.3 Type AS4:	\$16.05	\$33.86
<u>4. Cold Patch/Ton:</u>		
<u>5. Calcium Chloride</u>		
5.1 Pellet Bags:		
5.2 Pellet Tons:		
<u>6. Oil/Drums</u>		
6.1 5W30:		
6.2 10W30:		
6.3 10W40:		
<u>6A 15W40/Gallon:</u>		
<u>6B 15W40/Drum:</u>		
<u>7. Antifreeze/Drum:</u>		
<u>8. Hydraulic Fluid/Drum:</u>		
<u>9. Windshield Washer Fluid</u>		
9.1 Per Gallon:		
9.2 Per Case:		

Estimated Quantities can be found on excel Spreadsheet on the County Website under related documents. Please note, these are estimates only and Washington County reserves the right to purchase less or more of each item based upon the submitted unit costs. This form is required for bid submission and will be tabulated following bid opening.