

**DAUPHIN COUNTY TECHNICAL SCHOOL**  
**INSTRUCTIONS TO BIDDERS**

**Bid Number: 240001**

**April 3, 2024**

Bids will be received no later than 10:30 A.M. on April 3, 2024 at the Business Office of the Dauphin County Technical School, 6001 Locust Lane, Harrisburg, PA 17109. Bids will be opened at 10:30 A.M. April 3, 2024.

All bids must be submitted in sealed envelopes marked “**BID 240001: “PLUMBING FIXTURES”**”. Bids must be typewritten or written with ink and must be signed by the Bidder on the bid form.

**Bid figures shall include all charges, including labor and material at the destinations called for in the specifications.** Bid figures shall also include all discounts other than the cash discount. It shall also include deductions for State and Federal taxes from which the School is exempt. The Technical School will furnish tax exemption certificates in all such cases.

**Site Visit is required prior to bidding.**

Performance shall be made between the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday inclusive. **Time Frame for work to be completed by shall be Thursday, June 27, 2024.**

Reference to proprietary products is strictly to establish minimum standards of quality and is not stated to eliminate or diminish competition.

Bidders must provide bid security in the amount of 10% of the bid price by certified check or bid bond.

A Non-Collusion Affidavit must be submitted with the bid. Failure to provide the required affidavit will be grounds for disqualification of the bid.

**Please contact Ralph Miller, Maintenance Team Leader, at (717) 652-3170 x7851 to schedule a site visit.**

Thank You.

## **DAUPHIN COUNTY TECHNICAL SCHOOL**

### **BID CONDITIONS**

It is understood and agreed by and between the Joint Operating Committee and the Bidder that the Joint Operating Committee may make its award for one or more items, for the entire bid list, or may reject any or all items, as it desires. It will also be understood that the Joint Operating Committee reserves the right to award the bids in the best interests of the Technical School.

The Bidder agrees that if he is awarded the contract, all of the articles shall be subject to the inspection and approval of the Joint Operating Committee. In the event that any of the articles shall be rejected as unsuitable or are not in conformity with the specifications, such articles shall be removed and other articles of proper quality as set forth in the specifications shall be furnished in their place at the expense of the successful Bidder.

The Bidder agrees that if the contract is awarded to him, he will not assign, transfer, or sublet without the consent of the Technical School.

At the time of the opening of the bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with any Plans or specifications (Including all Addenda). The failure or omission of any Bidder to examine any form, instrument or document shall not relieve any Bidder from any obligation in respect to this bid.

Where the bid describes particular articles, alternate bids covering articles in equality are permitted unless otherwise stated. Where the Bidder intends to furnish another article, which he considers equal, in every such instance the name and grade of the equivalent must be specified in the bid and must be accompanied with a full description of the equivalent and by a sample, when it is practical to submit it. The Bidder must be responsible for delivering and picking up samples after the bid has been awarded. The Joint Operating Committee will not be responsible for returning or for payment of samples submitted.

The Bidder shall be responsible prior to presenting the bids in acquainting the Administration with advantageous price breaks in packing and quantity orders. Example: If ten articles are specified and the price is more advantageous to purchase the article by the dozen, it becomes the responsibility of the Bidder to present the Joint Operating Committee with this information.

Where the article is not described in detail, or is not compared to an equal item by manufacturer name or by catalog number, the Bidder shall describe the article bid upon and give the manufacturer's name and catalog number.

**Installation must be completed by Thursday, June 27, 2024.**

## **DAUPHIN COUNTY TECHNICAL SCHOOL GENERAL CONDITIONS/SPECIFICATIONS**

Provide material and labor necessary to replace manual plumbing fixtures with new sensor plumbing fixtures throughout the school.

### **Scope of Work:**

Provide and install forty-two (42) water closet flush valves that are battery sensor flushometers – Sloan #3790092 (8111 MC-1.6) or equivalent.

Provide and install thirty-nine (39) water closet flush valves that are battery sensor flushometers – Sloan #3790092 (8111 MC-1.6) with a Sloan #EBV-1020-A closet diaphragm kit or equivalent so the flushometer can be converted to 3.5 gpf.

Provide and install one (1) water closet flush valves that are battery sensor flushometers – Sloan #3790093 (8111 MC-1.28) or equivalent.

Provide and install forty-seven (47) urinal flush valves that are battery sensor flushometers – Sloan Optima #3790095 (8186 MC-1.0) or equivalent.

Provide and install seventy-five (75) lavatory faucets that are battery sensor faucets – Sloan #3315183BT (EBF-650-BAT-BDT-CP-MLM-IR-BT-FCT) with ETF 2.2 GPM Aerator or equivalent.

### **Warranty:**

Provide a one-year parts and labor warranty for all new items provided.

### **Site visit is Required to Bid:**

To schedule an appointment, call Ralph Miller, Maintenance Team Leader, at (717) 652-3170 x7851.

## **DAUPHIN COUNTY TECHNICAL SCHOOL INSURANCE REQUIREMENTS**

- A. Public Liability Insurance in an amount not less than three hundred thousand dollars (300,000.00) combined single limit bodily injury and property.
- B. Automobile and Truck Insurance in an amount not less than three hundred thousand dollars (300,000.00) combined single limit bodily injury and property damage.
- C. Umbrella/Excess Insurance in an amount not less than three hundred thousand dollars (300,000.00) for each occurrence/one million aggregate.
- D. Workmen's Compensation Insurance: The Vendor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts.

CERTIFICATE OF INSURANCE: Within 15 calendar days of receipt of the purchase order or notification to proceed, the Vendor and his insurer, acceptable to the owner, shall provide a Certificate of Insurance for the coverage and amounts indicated above.

EMPLOYEES: The Vendor shall at all times enforce strict discipline and good order among his employees, and shall not employ in the work any unfit person or anyone not skilled in the work assigned to him.

PERMITS AND REGULATIONS: Permits, licenses, certificates of inspection, fees, etc., of a nature necessary for the protection of the work shall be secured and paid for by the Vendor.

**If the Technical School obtains a waiver of required permits, the Vendor will extend a credit for the amount of such permit fees.**

The Vendor shall give all notices and comply with all laws, ordinances, rules, regulations of any public authority bearing on the work. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Technical School, he shall bear all costs attributable thereto.

ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property.

TECHNICAL SCHOOL'S RIGHT TO TERMINATE CONTRACT: If the Vendor should be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided to supply repeatedly refuse or should fail, except in cases for which extension of time is provided to supply enough properly skilled workmen, or proper materials, or if he should fail to make prompt payment to subcontractors or for material labor, or persistently disregard laws, ordinances, or the instructions of the Technical School, or otherwise be guilty of a substantial violation of provisions of the Contract, then the Owner may, without prejudice to any other right or remedy, and after given the Vendor and his surety if any, seven (7) days written notice, terminate the employment of the Vendor and take possession of the premises and of all materials, tools, appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Vendor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Vendor. If such expense shall exceed unpaid balance, the Vendor shall pay the difference to the Technical School.

## **DAUPHIN COUNTY TECHNICAL SCHOOL**

### **NOTICE TO BIDDERS**

Submit bids on the form provided. Address and deliver bids to Ms. Maria Zaharick, Dauphin County Technical School, 6001 Locust Lane, Harrisburg, PA 17109, in an opaque, sealed envelope, bearing the title of the work and the name of the Bidder. Bids may not be withdrawn for sixty (60) days after receipt of the bids.

The competency and responsibility of Bidders will be considered in making awards. The Technical School reserves the right to waive any informalities or to reject any or all bids.

**PAYMENT FOR COMPLETED PROJECT:** No partial payment will be made. Application for payment of the total bid price may be made immediately following final inspection by the Technical School's representatives. Processing of payment will take place within thirty (30) days of application.

**NO CASH ALLOWANCE:** No cash allowances for any purpose are included in the specifications of this project.

**MATERIALS, APPLIANCES:** Unless otherwise stipulated, the Vendor shall provide and pay for all materials, labor, tools, construction equipment, transportation, and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all material shall be new, and both workmanship and materials shall be of good quality and in accordance with accepted best standard practice.

**INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the Technical School and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or resulting there from, and is caused in whole or in part by any negligent act or omission of the Vendor, or any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Technical School or any of its agents or employees by any employee of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

**TIME:** Time is an important consideration of this contract and is the essence thereof. Vendor will prosecute the work with promptness and diligence.

**COMPETENT WORKMEN:** (Section 752, School Laws of Pennsylvania) No person shall be employed to work under such contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent and first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates and for such hours' work as shall be established and current rates paid for such hours by employers of organized labor in doing similar work in the district where work is being done.

**HUMAN RELATIONS ACT:** Pursuant to the provisions of the Pennsylvania Human Relations Act 222 of October 27, 1955 (P.L.744) (43P.S., 951, et. seq.) of the Commonwealth of Pennsylvania Human Relations Contract Compliance, 16 PA Code Chapter 49, that prohibits certain practices or discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, Vendors and others. The Vendor shall agree to comply with the provisions of this Act as amended and that is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 349.101

DISCRIMINATION PROHIBITED: According to Section 755, Public School Code of Pennsylvania, 1949 as amended, the Vendor agrees:

1. That in the hiring of employees for the performance of work under this contract, or any sub-contractor hereunder, no Vendor, sub-contractor, shall by reason of race, creed or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates;
2. That no Vendor, sub-contractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under his contract on account of race, creed or color
3. That there may be deducted from the amount payable to the Vendor under this contract, a penalty of five dollars (\$5) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract;
4. That this contract may be canceled or terminated by the school district, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation the terms or conditions of this portion of the contract.

STANDARD OF QUALITY: The various materials and products specified by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name and describe it as the absolute minimum standard that is desired and acceptable. A material or produce of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by words 'or approved equal,' they shall be subject to equals only as approved by the Technical School.

PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE UNITED STATES: In accordance with Act No. 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, approved March 3, 1978, if any steel products are to be used or supplied in the performance of the contract, only steel products produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts there under.

CLEARANCES: Copies of Act 34 Security Clearance, Act 114 FBI Fingerprint Clearance, and Act 151 Child Abuse Clearance are required of each contractor and its employees who will be working at DCTS before services can commence.

**DAUPHIN COUNTY TECHNICAL SCHOOL**  
**BID FORM**  
**Bid No. 240001**  
**PLUMBING FIXTURES**

The undersigned having familiarized themselves with the local conditions affecting the cost of the work and with the Contract Documents (**Instructions to Bidders, Bid Conditions, General Conditions/Specifications, Insurance Requirements, Notice to Bidders, Bid Form, Bid Bond, Instructions for Non-Collusion Affidavit, Non-Collusion Affidavit, W-9**) all of which are on file in the Business Office of the Dauphin County Technical School, hereby proposes to furnish all labor, materials, both expendable and permanent; necessary tools and equipment, and all utility and transportation services necessary to perform and complete all of the work required to install a new building security system.

**BID:**

Provide material and labor necessary to replace manual plumbing fixtures with sensor plumbing fixtures.

Bid Price \_\_\_\_\_

Accompanying this Bid Form is a (Certified Check/Bid Bond) for 10% of the Bid Price in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) payable to the Dauphin County Technical School, which it is agreed, shall be retained as liquidating damages by the Technical School, if the undersigned fails to execute the Contract and furnish bonds and all required documents as specified in the Contract Documents within ten (10) calendar days after notification to do so.

In submitting this Bid, it is understood that the right is reserved by the Dauphin County Technical School (Owner) to reject any and all bids. It is agreed this bid may not be withdrawn for a period of sixty (60) calendar days from the opening thereof.

Date \_\_\_\_\_  
Firm Name \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_  
Official Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DAUPHIN COUNTY TECHNICAL SCHOOL**  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are hereby held and firmly  
bound unto Dauphin County Technical School as Owner in the penal sum of \_\_\_\_\_  
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,  
our heirs, executors, administrators, and successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to Dauphin County Technical School, 6001 Locust Lane, Harrisburg, PA 17109 a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the modular classroom utilities.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid), and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid, then this obligation shall void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The Surety for value received hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST BY: \_\_\_\_\_ (L.S.)

Witness as to Surety: \_\_\_\_\_

SURETY BY: \_\_\_\_\_

*NOTE: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State where the project is located.*



**DAUPHIN COUNTY TECHNICAL SCHOOL**  
**INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-bid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices, and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.
4. In case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

# **NON-COLLUSION AFFIDAVIT**

Contract/Bid No. \_\_\_\_\_

State of \_\_\_\_\_ :  
 \_\_\_\_\_ :S.S.  
 County of \_\_\_\_\_ :

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other Vendor, 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 induce any firm or person to refrain from bidding on this contract, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm 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) \_\_\_\_\_, its' affiliates, subsidiaries, officers, directors  
(Name of my firm)  
and employees are not currently under investigation by any governmental agency and have not in the last four 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 state that \_\_\_\_\_ understands and  
(Name of my firm)

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

(Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)  City, state, and ZIP code  List account number(s) here (optional)	
Requester's name and address (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-			-	
Employer identification number								
				-				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.