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**WEST SIDE HEATING BOILER & PUMP REPLACEMENT
AT
HOWARD R YOUNG CORRECTIONAL INSTITUTION
OMB/DFM # MC3804000109
ADDENDUM #2**

Substitution Requests:

1. Veissmann Vitocrossal 300 condensing boiler **WAS NOT** found to be an acceptable substitution as it was not available in the specified voltage.
2. Thermal Solutions Arctic ARC6000 boiler **WAS NOT** found to be an acceptable substitution as it does not meet the specification of fire tube boiler.

Questions:

1. Is there any requirement for controls or building automation system interfacing with the new boiler(s) and pump(s)?
 - a. *The new boiler(s) and pump(s) should be tied back into the existing Modern Controls system.*
2. Are there existing concrete pads which need to be demolished?
 - a. No. The boilers have no existing pads. The pumps will re-use the existing pads.
3. Are new concrete pads only required for the boilers or does this also apply to the pumps?
 - a. Only the boilers. The pumps should reuse the existing pads.

Specification Revisions:

00 21 13 – Replaced in its entirety

23 52 16 – list of acceptable manufacturers was modified. Thermal Solutions was removed as it did not fit the rest of the specification. Fulton was added as an acceptable manufacturer.

Additional Information:

1. A link containing site photos will be sent to the contractors who requested drawings.



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Addendum #2:

1. Addendum #2 (this document) (2 pages)
2. 00 21 13 - Instructions to Bidders (14 pages)
3. 23 52 16 – Condensing Boilers (6 pages)

Summarized By: DEDC, LLC
Timothy Heider
Date: August 27, 2020

**SECTION 00 21 13
INSTRUCTIONS TO BIDDERS**

TABLE OF ARTICLES

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7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE 1: GENERAL

1.1 DEFINITIONS

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 AGENCY: Contracting State Agency as noted on cover sheet.

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.

- 1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER'S REPRESENTATIONS

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.

2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.3 JOINT VENTURE REQUIREMENTS

2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.

2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.

2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a copy of a valid Delaware Business License with their Bid.

2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.

2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.

2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.

3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.
- 3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.
- 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.
- 3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.
- 3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.
- 3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.
- 3.4 ADDENDA
- 3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 2 calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.9 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.1.11 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon

the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

4.2 BID SECURITY

4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

4.3 SUBCONTRACTOR LIST

4.3.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. **NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE.** The bidder must list **in each category** the full name and address (City & State) of the sub-contractor that the Bidder will be using to perform the work and provide material for that subcontractor category. Should the Bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the Bidder shall list that third-tier contractor's full name and address (City & State). **If the Bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the Bidder intends to perform the work themselves, the Bidder **may not** insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.

4.3.2 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

4.4.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, each Bidder shall submit with their Bid the Affidavit of Contractor Qualifications certifying that the Bidder will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term. After a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

4.5.1 In accordance with Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if **all** of the following apply:

- A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
- B. The contractor employs 10 or more total employees.
- C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code.

Bidders shall submit the Affidavit of Craft Training Compliance prior to contract execution.

4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

4.6.1 During the performance of this contract, the contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

4.7 PREVAILING WAGE REQUIREMENT

4.7.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

- 4.7.2 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.
- 4.7.3 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.
- 4.7.4 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.
- 4.8 SUBMISSION OF BIDS
- 4.8.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.
- 4.8.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.
- 4.8.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.
- 4.8.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
- 4.8.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.
- 4.9 MODIFICATION OR WITHDRAW OF BIDS
- 4.9.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.
- 4.9.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.
- 4.9.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.3 DISQUALIFICATION OF BIDDERS

5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
- B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
- C. The Bidder's written safety plan;
- D. Whether the Bidder is qualified legally to contract with the State;
- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,

F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.

5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.

5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.

5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.

5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."

5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.

5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.

5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety

in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.

- 5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom an award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 BUSINESS DESIGNATION FORM
- 6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.
- 6.3 Bidders to whom an award of a Contract has been made must produce their Delaware Business License before the Contract can be executed.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

- 7.1 BOND REQUIREMENTS
- 7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.
- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.

7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The bonds shall be dated on or after the date of the Contract.

7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

END OF INSTRUCTIONS TO BIDDERS

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SECTION 23 52 16
CONDENSING BOILERS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract apply to this Section, including General and Supplementary Conditions and Division 01 Specification Sections.

1.02 SUMMARY

- A. This Section includes packaged, factory-fabricated and -assembled, gas-fired, fire-tube condensing Boilers, trim and accessories for generating hot water.

1.03 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete.
- B. Section 23 21 14 - Hydronic Specialties.
- C. Section 23 51 00 - Breechings, Chimneys, and Stacks.
- D. Section 26 27 17 - Equipment Wiring: Electrical characteristics and wiring connections.

1.04 REFERENCE STANDARDS

- A. ANSI Z21.13 - American National Standard for Gas-Fired Low-Pressure Steam and Hot Water Boilers; 2012.
- B. ASME BPVC-IV - Boiler and Pressure Vessel Code, Section IV - Rules for Construction of Heating Boilers; The American Society of Mechanical Engineers; 2013.
- C. NFPA 54 - National Fuel Gas Code; National Fire Protection Association; 2012.
- D. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.05 SUBMITTALS

- A. Product Data: Include performance data, operating characteristics, furnished specialties and accessories.
 - 1. Prior to flue vent installation, engineered calculations and drawings must be submitted to Engineer to thoroughly demonstrate that size and configuration conform to recommended size, length and footprint for each submitted Boiler.
- B. Efficiency Curves: At a minimum, submit efficiency curves for 100%, 50%, and 5% input firing rates at incoming water temperatures ranging from 60°F to 180°F. Test protocols shall conform to industry standards and shall be witnessed and reviewed by an independent, third-party group.
- C. Shop Drawings: For Boilers, Boiler trim and accessories, include:
 - 1. Plans, elevations, sections, details and attachments to other work
 - 2. Wiring Diagrams for power, signal and control wiring
- D. Source Quality Control Test Reports: Reports shall be included in submittals.
- E. Field Quality Control Test Reports: Reports shall be included in submittals.
- F. Operation and Maintenance Data: Data to be included in Boiler emergency, operation and maintenance manuals.
- G. Warranty: The complete heat exchanger assembly shall carry a ten (10) year limited warranty.
- H. Other Informational Submittals
 - 1. The Boiler shall bear the ASME "H" stamp for 160 psi working pressure and shall be National Board listed.

1.06 QUALITY ASSURANCE

- A. Electrical Components, Devices and Accessories: Boilers must be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. I=B=R Performance Compliance: Condensing Boilers must be rated in accordance with applicable federal testing methods and verified by AHRI as capable of achieving the energy efficiency and performance ratings as tested within prescribed tolerances.
- C. ASME Compliance: Condensing Boilers must be constructed in accordance with ASME Boiler and Pressure Vessel Code, Section IV "Heating Boilers".
- D. ASHRAE/IESNA 90.1 Compliance: Boilers shall have minimum efficiency according to "Gas and Oil Fired Boilers - Minimum Efficiency Requirements."
- E. DOE Compliance. Minimum efficiency shall comply with 10 CFR 430, Subpart B, Appendix N, "Uniform Test Method for Measuring the Energy Consumption of Furnaces and Boilers."
- F. UL Compliance. Boilers must be tested for compliance with UL 795, "Commercial-Industrial Gas Heating Equipment." Boilers shall be listed and labeled by a testing agency acceptable to authorities having jurisdiction.

1.07 WARRANTY

- A. Standard Warranty: Boilers shall include manufacturer's standard form in which manufacturer agrees to repair or replace components of Boilers that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period for Fire-Tube Condensing Boilers
 - a. The pressure vessel/heat exchanger shall carry a 10-year from shipment, non-prorated, limited warranty against any failure due to condensate corrosion, thermal stress, mechanical defects or workmanship.
 - b. Manufacturer labeled control panels are conditionally warranted against failure for (2) two years from date of final acceptance.
 - c. All other components, with the exception of the igniter and flame detector, are conditionally guaranteed against any failure for 24 months from acceptance.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Basis-of-Design Product: Cleaver Brooks (Clearfire Condensing Boiler - 6000 MBH)
- B. Lockinvar Crest Series (6000 MBH)
- C. Fulton Endura+ Series (6000 MBH)
- D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 CONSTRUCTION

- A. Heat Exchanger: The heat exchanger shall be a fully welded 316L stainless steel, fire tube heat exchanger. The Fire Tube shall be welded to the tube sheets. The heat exchanger shall be designed for a single-pass water flow. There shall be no banding material, bolts, gaskets or "O" rings in the heat exchanger construction. The condensate collection basin shall be constructed of welded 316L stainless steel.
- B. Pressure Vessel: The Boiler water pressure drop shall not exceed than 2.4 psi at 180 gpm. The Boiler water connections shall be flanged 150-pound, ANSI rated. The pressure vessel shall be constructed of SA53 carbon steel, with a 0.25-inch thick wall and 0.50-inch thick upper head. Inspection openings in the pressure vessel shall be in accordance with ASME Section IV pressure vessel code. The Boiler shall be designed so that the thermal efficiency increases as the Boiler firing rate decreases.
- C. The Boiler shall be constructed with a heavy gauge steel jacket assembly, primed and pre-painted on both sides. The combustion chamber shall be sealed and completely enclosed,

independent of the outer jacket assembly, so that integrity of the outer jacket does not affect a proper seal. Two burner/flame observation ports shall be provided. The single burner shall be a premix design with an upper and a lower chamber supplied by individual combustion systems and constructed of high temperature stainless steel with a woven Fecralloy outer covering to provide modulating firing rates. The Boiler shall be supplied with two gas valves designed with negative pressure regulation and be equipped with a pulse width modulation blower system, to precisely control the fuel/air mixture to provide modulating Boiler firing rates for maximum efficiency. The Boiler shall operate in a safe condition with gas supply pressures as low as 4 inches of water column. The burner flame shall be ignited by direct spark ignition with flame monitoring via a flame sensor.

- D. The Boiler shall utilize a 24 VAC control circuit and components. The control system shall have a display for Boiler set-up, Boiler status, and Boiler diagnostics. All components shall be easily accessed and serviceable from the front and top of the jacket. The Boiler shall be equipped with a temperature/pressure gauge; high limit temperature control with manual reset; ASME certified pressure relief valve set for 50 psi (standard); outlet water temperature sensor (dual thermistor); return water temperature sensor; outdoor air sensor, flue temperature sensor (dual thermistor); high and low gas pressure switches, low water cut off with manual reset, blocked drain switch and a condensate trap for the heat exchanger condensate drain.
- E. Modulating Air/Fuel Valve and Burner: The Boiler burner shall be capable of a 12.5 to 1 turndown ratio of the firing rate without loss of combustion efficiency or staging of gas valves. The burner shall produce less than 20 ppm of NO_x corrected to 3% excess oxygen.
- F. Ignition: Ignition shall be via regulated staged spark ignition with 100 percent main-valve shutoff and electronic flame supervision.

2.03 CONTROLS

- A. The Boiler shall be equipped with an 8" liquid crystal touch screen display, outdoor air reset, pump delay with freeze protection, pump exercise, ramp delay, and PC port connection. A secondary control that is field mounted outside or inside the appliance is not acceptable. The Boiler shall have alarm contacts for any failure, runtime contacts and data logging of runtime at given modulation rates, ignition attempts and ignition failures. The Boiler shall have a gateway device which will allow integration with BacNet (MSTP) protocols for future connection to BAS.
- B. The Boiler shall be equipped with a run counter that accumates run time to allow DOC maintenance to report burner run time to the Department of Natural Resources each month.
- C. The Boiler controller shall increase fan speed to boost flame signal when a weak flame signal is detected during normal operation.

2.04 ELECTRICAL POWER

- A. Controllers, Electrical Devices and Wiring: Electrical devices and connections are specified in Division 26 sections.
- B. Single-Point Field Power Connection: Factory-installed and factory-wired switches, motor controllers, transformers and other electrical devices shall provide a single-point field power connection to the Boiler.
- C. Electrical Characteristics:
 - 1. Voltage: 480 V
 - 2. Phase: three
 - 3. Frequency: 60 Hz

2.05 VENTING

- A. Direct Vent system with vertical roof top termination of both the exhaust vent and combustion air. The flue shall be Category IV approved Stainless Steel sealed vent material terminating at the rooftop with the manufacturer's specified vent termination. A separate pipe shall supply combustion air directly to the boiler from the outside. The air inlet pipe must be sealed and may be other materials listed in the Installation manual. The boiler's total combined air intake

length shall not exceed 100 equivalent feet. The boiler's total combined exhaust venting length shall not exceed 100 equivalent feet. The air inlet must terminate on the rooftop with the exhaust.

2.06 SOURCE QUALITY CONTROL

- A. Burner and Hydrostatic Test: Factory adjust burner to eliminate excess oxygen, carbon dioxide, oxides of nitrogen emissions and carbon monoxide in flue gas, and to achieve combustion efficiency. Perform hydrostatic testing.
- B. Test and inspect factory-assembled Boilers, before shipping, according to ASME Boiler and Pressure Vessel Code.
 - 1. If Boilers are not factory assembled and fire-tested, the local vendor is responsible for all field assembly and testing.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Before Boiler installation, examine roughing-in for concrete equipment bases, anchor-bolt sizes and locations. Examine piping and electrical connections to verify actual locations, sizes and other conditions affecting Boiler performance, maintenance and operations.
 - 1. Final Boiler locations indicated on Drawings are approximate. Determine exact locations before roughing-in for piping and electrical connections.
- B. Examine mechanical spaces for suitable conditions where Boilers will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 BOILER INSTALLATION

- A. Install Boilers level on concrete bases. Concrete materials and installation requirements are specified in Division 03, Section 03 30 00 Cast in Place Concrete.
- B. Install gas-fired Boilers according to NFPA 54.
- C. Assemble and install Boiler trim.
- D. Install electrical devices furnished with Boiler but not specified to be factory mounted.
- E. Install control wiring to field-mounted electrical devices.

3.03 CONNECTIONS

- A. Piping installation requirements are specified in other Division 23 sections. Drawings indicate general arrangement of piping, fittings and specialties.
- B. Install piping adjacent to Boiler to permit service and maintenance.
- C. Install piping from equipment drain connection to nearest floor drain. Piping shall be at least full size of connection. Provide an isolation valve if required.
- D. Connect gas piping to Boiler gas-train inlet with unions. Piping shall be at least full size of gas train connection. Provide a reducer if required.
- E. Connect hot-water piping to supply and return Boiler tapplings with shutoff valve and union or flange at each connection.
- F. Install piping from safety relief valves to nearest floor drain.
- G. Boiler Venting
 - 1. Install flue venting kit and combustion-air intake.
 - 2. Connect venting full size to Boiler connections. Comply with requirements in Division 23, Section 23 51 31 "Breechings, Chimneys and Stacks."
- H. Ground equipment according to Division 26, Section 26 05 26 "Grounding and Bonding for Electrical Systems."
- I. Connect wiring according to Division 26, Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables."

3.04 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies and equipment installations, including connections, and to assist in testing.
- B. Tests and Inspections
 - 1. Installation and Startup Test: Perform installation and startup checks according to manufacturer's written instructions.
 - 2. Leak Test: Perform hydrostatic test. Repair leaks and retest until no leaks exist.
 - 3. Operational Test: Start units to confirm proper motor rotation and unit operation. Adjust air-fuel ratio and combustion.
 - 4. Controls and Safeties: Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
 - a. Check and adjust initial operating set points and high- and low-limit safety set points of fuel supply, water level and water temperature.
 - b. Set field-adjustable switches and circuit-breaker trip ranges as indicated.
- C. Remove and replace malfunctioning parts and retest as specified above.
- D. Occupancy Adjustments: When requested within 2 months of date of Substantial Completion, provide on-site assistance adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other than normal occupancy hours for this purpose.
- E. Performance Tests
 - 1. The Boiler manufacturer is expected to provide partial load thermal efficiency curves. These thermal efficiency curves must include at least three separate curves at various BTU input levels. If these curves are not available, it is the responsibility of the Boiler manufacturer to complete the following performance tests:
 - a. Engage a factory-authorized service representative to inspect component assemblies and equipment installations, including connections, and to conduct performance testing.
 - b. Boilers shall comply with performance requirements indicated, as determined by field performance tests. Adjust, modify, or replace equipment to comply.
 - c. Repeat tests until results comply with requirements indicated.
 - d. Provide analysis equipment required to determine performance.
 - e. Provide temporary equipment and system modifications necessary to dissipate the heat produced during tests if building systems are not adequate.
 - f. Notify Project Manager, Commissioner, and Engineer in advance of test dates.
 - g. Document test results in a report and submit to Project Manager and Engineer.

END OF SECTION 23 52 16

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