

TOWN OF STOW, MASSACHUSETTS

INVITATION FOR BIDS

FOR

Installation of Fire Protection Cistern

IFB 7/10/2023-2



Advertisement Date:

6/21/2023

**STOW FIRE DEPARTMENT
511 GREAT ROAD
STOW, MASSACHUSETTS 01775
978-897-4537**

ADVERTISEMENT FOR BIDDERS
Town of Stow
Installation of Fire Protection Cistern
IFB 7/10/2023-2

The Town of Stow, hereinafter called the “Awarding Authority”, or “Town” is requesting sealed bids for: The installation of a fire protection cistern, to be performed as necessary under the direction of the Awarding Authority.

Sealed Proposals addressed to the Town of Stow Fire Department, 511 Great Road, Stow Massachusetts and endorsed “IFB 7/10/2023-2, Installation of a Fire Protection Cistern” will be accepted by the Fire Department, until 11:15 a.m. on Monday July 10, 2023, and then at that time and place, publicly opened and read aloud in the Conference Room.

The scope of work consists of procurement and installation of the cistern.

Bid Security from the Contractor in the form of cash, certified check, treasurer’s check, or cashier’s check, drawn upon a responsible bank in the Commonwealth of Massachusetts, or a bid bond in the amount of five percent (5%) of the bid shall be made payable to the Town of Stow, Massachusetts and shall be enclosed with the bid.

Electronic copies of the plans, specifications and proposal forms will be available beginning Wednesday June 21, 2023, and can be obtained at <https://www.stow-ma.gov/procurement/pages/bids-and-proposals>.

Minimum Wage Rates, as determined by the Commissioner of the Department of Labor and Industries, under the provisions of the Massachusetts General Laws, Chapter 149, Section 26 and 27G, as amended, apply to this project.

The Town of Stow reserves the right to reject any or all bids wholly or in part, and accept any bid or part thereof in the Town’s best interest.

INFORMATION FOR BIDDERS

- 1.1 The scope of this Contract consists of furnishing all materials and labor necessary for the completion of the Work as specified herein. Prior to invoicing, the Contractor shall submit to the Owner a breakdown of all associated costs for all items listed. All supporting documentation for items billed shall be submitted to the Fire Department along with the payment application. The Contractor shall submit certified payrolls with the payment request.

Scope of Work:

Conant Drive, across the street from #31 and #35 Conant Drive

- Provide and install the cistern to manufacturers specifications.

The Site Work for the Cistern installation is being bid out separately.

- 1.2 The cistern shall be installed in accordance with the “Fire Protection Cistern Specifications and Requirements” document that is attached to this contract.
- 1.3 Contract Documents: The Advertisement for Bidders, GENERAL AND DETAIL SPECIFICATIONS, and forms for Bid, may be obtained at <https://www.stow-ma.gov/procurement/pages/bids-and-proposals>.
- 1.4 Questions Regarding Drawings and Documents. In general, no answers will be given to prospective bidders in reply to an oral question. To receive consideration, such questions shall be submitted in writing to the Fire Captain Barry Evers at c1fire@stow-ma.gov by Friday June 30 at 10:00am.
The Town will set forth as Addenda, which shall become a part of the Contract Documents, such questions received and decision regarding each. This addenda will be published on the website and sent to all vendors who have requested the bid documents.
- 1.5 Blank Form for Bid. All bids must be upon the blank form for bid annexed hereto, state the proposed price of each item of the Work, both in words and in figures, and be signed by the bidder with his business address and place of residence.
- 1.6 Withdrawal of Bids. Except as hereinafter in this subsection otherwise expressly provided, once his bid is submitted and received by the Town for consideration and comparison with other bids similarly submitted, the bidder agrees that he may not and will not withdraw it within 40 (forty) consecutive calendar days after the actual date of the opening of bids.

Upon proper written request and identifications, bids may be withdrawn as follows:

1. At any time prior to the designated time for the opening of bids.
2. Provided the bid has not therefore been accepted by the Town, at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his bid.

Unless a bid is withdrawn as provided above, the bidder agrees that it shall be deemed open for acceptance until the AGREEMENT has been executed by both parties thereto or until the Owner notified a bidder in writing, that his bid is rejected or that the owner does not intend to accept it. Notice of acceptance of a bid shall not constitute rejection of any bid.

- 1.7 Ability and Experience of Bidder. No award will be made to any bidder who cannot satisfy the Town that they have sufficient ability and experience in this class of work and sufficient capital and plant to enable them to prosecute and furnish the material and work within a normal period of time. The Town's decision or judgment on these matters shall be final, conclusive, and binding.
- 1.8 Bids. The Town may reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the Town may waive such omissions, conditions or irregularities.
- 1.9 The Town of Stow reserves the right to reject any or all bids wholly or in part; to waive technicalities and informalities; to amend and/or cancel the bid prior to the time of opening; and to correct any award erroneously made as a result of a clerical error on the part of the Town.
- 1.10 Execution of Agreement. The bidder whose bid is accepted will be notified by letter and agrees to duly execute the AGREEMENT, after notification.
- 1.11 Liquidated Damages. All work covered by this contract is to be completed by December 31, 2023. Should the Contractor fail to meet this date, his surety bond will be called or a fine at \$500.00 a day for every work day the paving is not completed. A work week is Monday through Friday.
- 1.12 Comparison of Bids. The Owner intends to award all items to a single contractor. Accordingly, contractors must bid on all items of work, and the low bidder will be the contractor whose total bid price is the lowest. The bid quantities are not guaranteed, and their primary purpose is for the determination of the low bidder.
- 1.13 Bid Security. Bid Security from the Contractor in the form of cash, certified check or treasurer's or cashier's check drawn upon a responsible bank in the Commonwealth of Massachusetts or a bid bond in the amount of five percent (5%) of the bid shall be made payable to the Town of Stow, Massachusetts and shall be enclosed with the bid.

Each such check may be held by the Town as security for the fulfillment of the bidder's agreements as hereinabove set forth and as set forth in the BID. Should the bidder fail to fulfill such agreements, his bid check shall become the property of the Town as liquidated damages; otherwise, the bid check shall be returned to the bidder as hereinafter provided.

Bid checks will be returned to all except the three lowest bidders within three days, Sundays and legal holidays excluded, after the owner and the accepted bidder have executed the AGREEMENT. In the event that the AGREEMENT has not been executed by both the accepted bidder and the owner within 40 consecutive calendar days after the

opening of bids, the bid check will be returned promptly upon demand of any bidder who has not been notified of the acceptance of his bid.

1.14 All questions relative to the specifications shall be directed to:

Captain Barry Evers
C1fire@stow-ma.gov
511 Great Rd.
Stow, MA 01775

1.15 Bidder is to list exceptions in detail of any and all material, item or design specifications in their bid.

1.16 Disputes. In the event of any dispute as to any of the terms and conditions of this contract, it shall be determined in accord with the laws of the Commonwealth of Massachusetts and the Courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction of the same.

1.17 Addenda. This bid includes addenda number/numbers _____.

1.18 Minimum Wage Rates. In the employment of mechanics, teamsters, chauffeurs, and laborers in the construction of the public work projects, the Minimum Wage rates shall be paid as issued by the Commissioner of Labor and Industries of Massachusetts, in accordance with Sections 26 and 27 of Chapter 149, of the General Laws, as amended, and as included in Appendix A.

1.19 Equal Employment Opportunity Anti-Discrimination and Affirmative Action. The successful bidder must comply with Chapter 151B as amended, of the Massachusetts General Laws and with the provisions of Executive Order No. 74, as amended by Executive Order No. 116 dated May 1, 1975 pertaining to Equal Opportunity Anti-Discrimination and Affirmative Action.

1.20 The Town reserves the right to revoke this contracted AGREEMENT in writing with two week's notice, if the Contractor is clearly not performing services required in the Contract in a timely or workmanlike manner.

1.21 Insurance The following types of insurance shall be provided by the successful bidder, hereinafter referred to as the Contractor:

A. General Liability: of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town shall be named as an "Additional Insured"

B. Automobile Liability: (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town should be named as an "Additional Insured"

C. Workers' Compensation Insurance: providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less than \$500,000 per accident. Each contractors, subcontractors,

and consultants performing work on or about the Premises shall have similar policies covering their employees.

- D. Property Coverage: for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 100 feet of the premises.
- E. Umbrella Liability: of at least \$2,000,000/ occurrence, \$2,000,000/ Annual aggregate. The Town should be named as an "Additional Insured"

The Contractor shall indemnify and save harmless the Town, and all of its officers, agents and employees from all suits, actions or claims of any character.

All policies naming the Town as additional insured shall be written that the Town is co-insured with the Contractor for the full amounts stated above. Also, policies shall be so written that the Town will be notified in writing of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendments. Contractor shall provide the Town with copies of all policies required herein.

PROPOSAL FORM

To the Town of Stow, Massachusetts, (hereinafter called the "Owner") acting through its Fire Department, duly authorized therefore, who act solely for said Town and without personal liability to themselves:

The undersigned _____, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the proposed form of Proposal and the Specifications (and amendments thereto); and he bids and agrees, if this bid is accepted, that the bidder will furnish all materials and labor necessary for the completion of the Work as specified in the Proposal, in the manner and time therein prescribed and according to the requirements of Owner as herein set forth.

The Bidder agrees that the Owner will have forty (40) consecutive days from date of opening to accept the bid, except as described in the specifications, the unit(s) at the price, therein. The Bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the Proposals if it is in the Owner's interest to do so. The Advertisement for Bidders, Information for Bidders, Specifications and Proposal Form attached thereto, shall become a contract upon the receipt by the Bidder of written acceptance of this bid by the Owner.

The Bidder will take in full payment, therefore, the following price, to wit:

Item Number	Estimated Quantity	Brief Description; unit or lump sum price bid in both words and figures	Total in Figures
1.	1	30,000 gallon Tunnel Tank Cistern with Piping _____ dollars and _____ cents (\$_____)	\$_____
2.		Delivery and Installation of Cistern _____ dollars and _____ cents (\$_____)	\$_____

The bid quantities are not guaranteed, and their primary purpose is for the determination of the low bidder.

TOTAL of ITEMS 1 - 2 _____ dollars
and _____ cents (\$ _____) \$ _____

The Owner intends to award all items to a single contractor. Accordingly, contractors must bid on all items of work, and the low bidder will be the contractor whose total bid price is the lowest. The bid quantities are not guaranteed, and their primary purpose is for the determination of the low bidder.

All entries shall be made clearly in ink or typewritten.

The unit prices shall include all labor, materials, installation, overhead, profit, insurance, etc., to cover the complete type of work/service called for.

The Contractor understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts.

The Contractor understands that the OWNER reserves the right to reject any or all bids and to waive any informality in the bidding.

The Contractor agrees that this Bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of Bids.

If this BID is accepted by the Town, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated as otherwise expressly provided in the AGREEMENT.

If the Town shall accept this BID, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to fulfill any of his agreements as hereinabove set forth, the Town shall have the right to retain as liquidated damages the amount of the bid check which shall become the Town's property.

This BID includes Addenda number *** _____.

** Bidder must fill in this blank

*** To be filled in by Bidder if Addenda are issued.

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

The Bidder hereby certifies he shall comply with the minority manpower ration and specific action steps contained in the STATE REQUIREMENTS under Massachusetts Equal Employment Program, including the minority contractor compliance. Prior to the award of the Contract, the Contractor must submit a Contractor's Certification of Compliance. The Contractor receiving the award of the Contract shall be required to obtain from each of its Sub-Contractors and submit to the contracting or administering agency prior to the performance of any work under said Contract a certification by said Sub-Contractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the Massachusetts Equal Employment Program.

Name of Bidder

(SEAL)

By _____
(Signature and title of authorized representative)

(Business Address)

(City & State)

Date _____

The Bidder is a corporation incorporated in the State (or Commonwealth) of _____

(Bidder must add and delete, as necessary, to make this sentence read correctly).

(Note: If the Bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager, if any; if a partnership, give full names and residential addresses of all partners, and if an individual, give residential address if different from business address.)

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of Business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, am in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of individual submitting bid or proposal

Name of business

DEBARMENT STATEMENT
(to be used for any public construction project)

Any person or corporation that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract.

DEBARMENT (Chapter 550, Acts of 1991)

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

DATE: _____

Typed or Printed Name of Person Signing

Authorized Official's Signature

Company or Corporation

OSHA TRAINING CERTIFICATION

Pursuant to M.G.L. Ch. 30, Sec. 39S(A), I certify under the penalties of perjury to the following:

- (1) that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the work;
- (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) that all employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

(Signature of authorized representative of Bidder)

(Name of authorized representative of Bidder)

(Name of business)

**BIDDER'S CERTIFICATION REGARDING
PAYMENT OF PREVAILING WAGES**

THE UNDERSIGNED BIDDER HEREBY CERTIFIES, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT THE FOREGOING BID IS BASED UPON THE PAYMENT TO LABORERS TO BE EMPLOYED ON THE PROJECT OF WAGES IN AN AMOUNT NO LESS THAN THE APPLICABLE PREVAILING WAGE RATES ESTABLISHED FOR THE PROJECT BY THE *MASSACHUSETTS DEPARTMENT OF LABOR AND INDUSTRIES*.

THE UNDERSIGNED BIDDER AGREES TO INDEMNIFY THE AWARDING AUTHORITY FOR, FROM AND AGAINST ANY LOSS, EXPENSE, DAMAGES, ACTIONS OR CLAIMS, INCLUDING ANY EXPENSE INCURRED IN CONNECTION WITH ANY DELAY OR STOPPAGE OF THE PROJECT WORK, ARISING OUT OF OR AS A RESULT OF:

- (1) THE FAILURE OF THE SAID BID TO BE BASED UPON THE PAYMENT OF THE SAID APPLICABLE PREVAILING WAGE RATES OR**

- (2) THE FAILURE OF THE BIDDER, IF SELECTED AS THE CONTRACTOR, TO PAY LABORERS EMPLOYED ON THE PROJECT THE SAID APPLICABLE PREVAILING WAGE RATES.**

Date: _____

Name of Bidder: _____

By: _____ **(Signature)**

Print Name & Title of Person Signing

A. Contractor's Certification

Name of Project _____

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

_____ certified that:

1. it tends to use the following listed construction trades in the work under the contract _____

and

2. will comply with the minority manpower ration and specific affirmative action steps required by law, and
3. will obtain from each of its Sub-Contractors and submit to the contracting or administering agency prior to the award of any Sub-Contract under this contract the Sub-Contractor certification required by these bid conditions.

Signature of authorized representative
of Contractor.

B. Sub-Contractor's Certification

Name of Project _____

Prior to the award of any sub-contract, regardless of tier, the prospective sub-contractor must execute and submit to the prime contractor the following certification, which will be deemed a part of the resulting sub-contract:

SUB-CONTRACTOR'S CERTIFICATION

_____ certifies that:

- 1. it tends to use the following listed construction trades in the work under the sub-contract _____

and;

- 2. will comply with the minority manpower ration and specific affirmative action steps required by law; and
- 3. will obtain from each of the sub-contractors prior to the award of any sub-contract under this sub-contractor certification required by these bid conditions.

Signature of Authorized Representative

In order to ensure that the said sub-contractor's certification becomes a part of all sub-contractors under the prime contract, no sub-contract shall be executed until an authorized representative of the Town agency (or agencies) administering this project has determined, in writing, that the said certification has been incorporated in such sub-contract, regardless of tier. Any sub-contract executed without such written approval shall be void.

CERTIFICATE OF VOTE

I, _____, Clerk of
_____, hereby certify that at a meeting of the
Board of Directors of said Corporation duly held on _____, 20____, at which a
quorum was present (date must be earlier than contract)

and voting throughout, the following vote was duly passed and is now in full force and effect:

“VOTED: That _____
(Name of Officer Authorized to Sign for Corporation)

be and hereby is authorized, directed an empowered for, in the name and on behalf of this Corporation
to sign, seal with corporate seal, execute, acknowledge and deliver all contracts, bonds, and other
obligations of this Corporation, the execution of any such contract, bond or
obligation by such _____
(Name of Officer)

to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of
this Corporation setting forth this vote shall be delivered to the Town of Littleton; and that this vote
shall remain in full force and effect unless and until the same has been altered, amended or revoked
by a subsequent vote of such directors and certificate of such later vote attested by the Clerk of this
Corporation is delivered to the Town of Littleton.”

I further certify that _____, is the duly
(Name of Officer)
elected _____ of said Corporation.
(Title)

Signed: _____
(Clerk-Secretary)

Place of Business: _____

Date of Contract: _____

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign the
contract or other instrument for the Corporation this certificate must be countersigned by another
officer of the Corporation.

REFERENCES:

Installation of Fire Protection Cistern

BIDDER NAME: _____

The bidder is requested to state below what work of a similar character to that included in the proposed contract they have done, and give references that will enable the Owner to judge experience, skill and business standing (add supplementary page if necessary).

Completion Date	Project Name	Contract Amount	Reference Name	Telephone Number	Email

Respectfully submitted,

Signature

Printed Name

Company Name

Date

SPECIFICATIONS:

ITEM 1 – Cistern

- The cistern shall be installed according to the manufacturer's specifications.
- The cistern shall have a capacity of 30,000 usable gallons available through the suction piping system.
- A pre-cast concrete tunnel tank which meets the 30,000 gallon capacity shall be used.
- The entire cistern is to be rated for H-20 loading
- A method of positive leak prevention designed by the tank manufacturer must be provided. The outside of the tank walls must be waterproofed with an acceptable material.
- Suction piping shall be 6in and capable of delivering 1000 gallons of water per minute.
- All suction piping shall be schedule 40 PVC or steel. A deviation from this must be specifically approved by the Fire Department.
- The final suction connection shall be a 6 inch NST male. It must have a cap with T-handles or long handles and be on a chain swivel connected to the suction pipe with extra chain. Both the adaptor and cap must be made of non-corrosive materials.
- The bottom of the suction pipe (inside the tank) to the fire apparatus connection must not exceed 14 feet of vertical distance.
- The top of the suction pipe will be 24 inches above finish level of the road or shoulder.
- The suction pipe shall be positioned in such a way that it can be utilized by fire apparatus while parked in the street.
- Two protective bollard collums will be installed 18in from the side of the suction pipe on each side and stand four feet above finish grade.
- All piping shall be primed and painted red.
- A spring based antenna type marker shall be attached to the suction pipe.
- The fill pipe should be 4 inches in diameter, made of schedule 40 PVC or steel with the final connection being a STORTZ
- The fill connection will be no higher than 36 inches from finish grade and within 20 feet from the edge of the paved roadway.
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ITEM 2 – Delivery and installation of Cistern

- Delivery of the Cistern to the site on Conant Drive
- Placement and installation of the Cistern

APPENDIX A
PREVAILING WAGE RATES