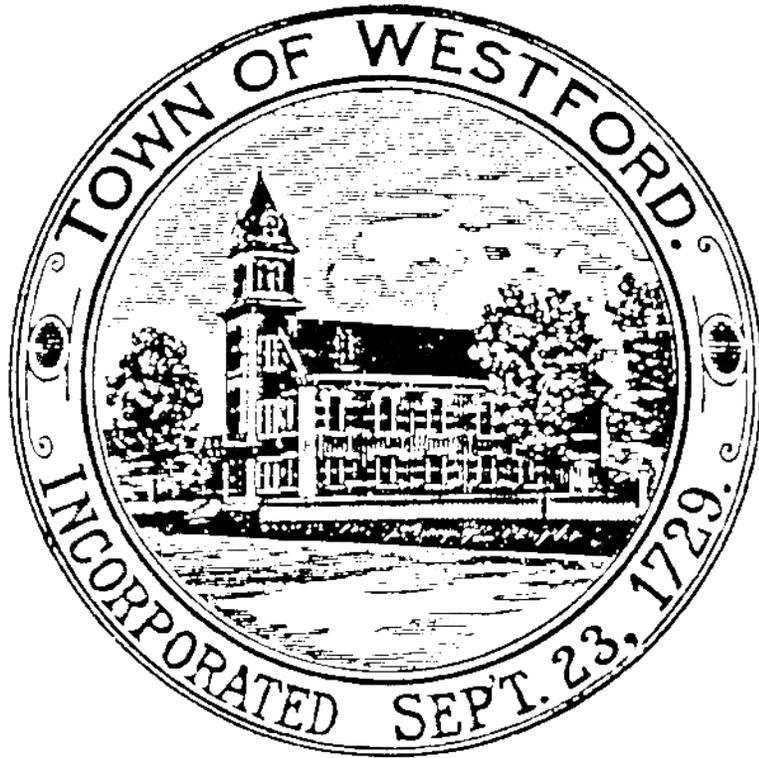


# TOWN OF WESTFORD



**COLUMBARIUM – PINE GROVE CEMETERY**

**BID AND CONTRACT DOCUMENTS**

**Name of Proposer:** \_\_\_\_\_

## INVITATION TO BID

COL2012

Sealed Bids for **COLUMBARIUM** will be received by the Town of Westford, at the office of the Parks, Recreation, & Cemetery Director 35 Town Farm Road, Westford MA 01886, acting through the office of Town Manager on or before:

**Thursday January 26, 2012 at 1:30 P.M.**

and at the time indicated will be publicly opened and read aloud. Sealed envelopes containing bids must be clearly marked 'Sealed Bid – Columbarium for Pine Grove Cemetery.

The Town of Westford is issuing the Invitation for Bids (IFB) to procure a columbarium, delivered, and installed complete with a minimum of 72 niches – 144 urn spaces.

Specifications may be examined and/or obtained **on or after Wednesday, January 11, 2012** at the Office of the Parks, Recreation, & Cemetery Director 35 Town Farm Road Westford, MA from 8:00 A.M. to 3:30 P.M., Monday through Friday, except for holidays. Specifications are also available on line at [www.westfordma.gov/bidlist](http://www.westfordma.gov/bidlist). There is no cost or deposit required for picking up the specifications.

Bidders shall conform to all specifications and shall use the bid sheets provided for submittal. Instructions for filing are contained in the Contract Documents included with the Specifications. The Town reserves the right to accept or reject any or all bids or portions thereof if deemed to be the best interest of the Town.

All proposals are subject to EEOC Regulations, MGL Chapter 30B, and Chapter 149, Section 44A, where applicable.

Jodi Ross  
Town Manager

# INSTRUCTIONS TO BIDDERS

## COLUMBARIUM FOR PINE GROVE CEMETERY

### TOWN OF WESTFORD, MASSACHUSETTS

#### 1. Receipt of Bids

The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Any bid may be withdrawn prior to the above-mentioned time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw his/her bid for a period of 30 days, excluding Saturdays, Sundays, and legal holidays after actual date of the opening thereof.

#### 2. Preparation of Bid

Each bid shall be submitted on the forms attached to these documents. The bid forms shall not be removed and submitted separately from the other documents. All blank spaces for bid prices must be filled in with the price for the item or the lump sum for which the proposal is made. Bidders must bid on each item. All entries in the entire proposal must be made clearly, and prices must be written in both words and figures in the spaces provided.

#### 3. Bid Submission

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted, and the name and number of the Contract for which the bid is submitted. The sealed envelope containing the bid must be enclosed in another envelope and delivered to the address as follows:

Bid Documents  
 PARKS, RECREATION, CEMETERY DEPT  
 COLUMBARIUM  
 ATTN: PATRICIA SAVAGE  
 35Town Farm Road  
 Westford, MA 01886

The Town will receive sealed bids until the time, and at the location designated in the Invitation to Bid. Bids received after this time will not be accepted. All interested parties are invited to attend; bids will be opened publicly and read aloud.

#### 4. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over this purchase shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

#### 5. Withdrawal of Bids

Except as hereinafter expressly provided, a bidder may not withdraw his bid until after thirty, (30) consecutive calendar days after the actual date of opening of Bids.

Upon proper written request and identification, Bids may be withdrawn only as follows:

1. At any time prior to the designated time for the opening of Bids.
2. Death or serious injury of a principal.
3. With the approval of the Town.
4. At any time after the expiration of the period during which withdrawal is prohibited provided the bid has not been accepted by the Town.

## **6. Execution of Contract**

The party to whom the contract is awarded will be required to execute the contract within **five** days, excluding Saturdays, Sundays, and legal holidays, of the date of the mailing of the notice to the bidder according to the address given by him, that the contract is ready for execution.

## **7. Obligation of Bidder**

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the contract documents, including all referenced documents. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from the obligation in respect to his bid. Bidder is required to sign the Non Collusion form included on page 9.

## **8. Omissions, Discrepancies, Interpretations and Addenda**

Should a bidder find discrepancies in, or omissions from the contract documents, or should he/she have questions as to the interpretation of the contract documents he/she shall submit such in writing to the Parks, Recreation, & Cemetery Director at least five days before the date herein set for the opening of bids. An interpretation will be sent to prospective bidders via email on or about two days before the opening of bids. Signed copies of all addenda shall be included with the bid. Omission of the signed addendum shall be cause for rejections of the bid.

## **9. Record of Address**

Prospective bidders shall at the time the specifications are secured, place on file with the Parks, Recreation, & Cemetery Director their mailing address, email address and are required to make any changes necessary to insure that the record is accurate, complete, and up to date.

## **10. Massachusetts Sales and Use Tax**

Materials purchased will be exempt from the Massachusetts Sales and Use tax. Each bidder shall take this exemption into account in calculating his/her bid for the work.

## **11. State Tax Affidavit**

Prospective bidders are required to certify that all state tax returns have been filed and all state taxes have been paid in order to be eligible to enter into a contract with the Town for this purchase. The form on page 8 is to be used for this purpose and is to be completed and returned as part of the bid and proposal.

## **12. Sub-bids**

No sub-bids will be sought in connection with this Contract.

## **13. Rule of Award**

**An award will be made as follows:**

The Board of Selectmen is the awarding authority for this IFB. The contract will be awarded to the responsive and responsible bidder offering the lowest lump sum price of the supplies and services specified in the IFB

## **14. Tie Breaker**

In the event of a tie, the apparent low bidder shall be the bidder who wins a coin toss to take place immediately after the bid opening. The designated low bidder must meet the award requirement of being the responsive and responsible bidder.

**15. Reserved Rights**

The Town of Westford reserves the right to:

1. Cancel this IFB at any time, with or without notice to prospective bidders. Reasonable efforts will be made to give timely notice.
2. Accept or reject, in whole or in part, any and all bids as permitted by law.
3. Award contracts as it deems best serves the interests of the Town.
4. Waive or adjust non-statutory bid requirements before or after bids are opened in whatever ways it deems best serves the interests of the Town, while also being non-prejudicial to the interests of fair competition.

**16. Contract**

A signed contract will result from this IFB, and will remain in effect until the purpose of the contract is fully realized.

**BIDDER QUALIFICATION REQUIREMENTS  
COLUMBARIUM – PINE GROVE CEMETERY  
TOWN OF WESTFORD, MASSACHUSETTS**

**17. Performance Capabilities**

Bidders must be capable of providing and installing (if applicable) the specified goods on schedule, in working order, in an intact and undamaged condition, and providing any support services, including training, in a professional and workmanlike manner. The bidder must acquire all permits (fees waived by the Town) and Dig Safe

**18. Experience**

Bidders must demonstrate competency in the business of providing the goods and/or services specified in this IFB by conformance with the following criteria:

- a. In business for a minimum of 3 years.
- b. Provision of the specified goods and/or services is consistent with normal lines of business.
- c. Incorporated to do business in Massachusetts.
- d. Receive favorable ratings from references.

Bidders that do not meet these minimum qualifications will not be considered.

**19. References**

Bidders must provide the following contact information for a minimum of **3 customers**, of which no less than 3 must have been active within the 36 months prior to this IFB's bid opening date. Use the sheet on page 5 marked "**REFERENCES**" to provide the following information for each reference. **Poor references may be used as a basis for determining that a VENDOR is not a responsible bidder.**

1. Customer Name
2. Years as a customer
3. Street
4. City, State, Zip
5. Contact Person
6. Telephone number

**PRODUCT AND PERFORMANCE TERMS  
COLUMBARIUM – PINE GROVE CEMETERY**

**1. QUALITY REQUIREMENTS**

All products must be new and fully serviceable, and suited to their intended use consistent with the manufacturers' specifications and representations, and any representations made by selected vendor(s). Used and previously opened items will not be accepted. The columbarium must be designed for outside placement making it subject to various weather conditions

**2. METHOD OF ACQUISITION**

All purchases shall be outright purchases. Leases, lease-purchases and credit-based purchases are specifically not authorized.

**3. DELIVERY**

All deliveries will be made to Parks, Recreation, & Cemetery Department 35 Town Farm Road Westford, MA 01886 or arrangements made for delivery to the Pine Grove Cemetery 68 Forge Village Road, Westford, MA. 01886. All deliveries must be signed for by a properly authorized person at the ship to address on the purchase order. Vendors will not be paid for deliveries left without proper signatures. All damage and loss occurring during delivery is the responsibility of the contractor.

**4. RETURNS**

Selected vendor(s) shall unconditionally accept and pick-up or ship, at the vendor's expense, any and all items found to be damaged or not in compliance with the specifications, model numbers, descriptions or other representations upon which a contract is awarded. Returns shall be promptly credited. Cash returns shall not be tendered.

**5. WARRANTY**

The columbarium shall come with a warranty upon completed and accepted installation

**6. INVOICING** The Selected Vendor must direct all invoices to:

Patricia Savage, Director  
Parks, Recreation, & Cemetery Dept.  
Town of Westford  
P.O. 2444  
Westford, MA 01886

The Town of Westford is tax-exempt. Sales taxes and finance charges will not be paid.

Invoices must contain, or be accompanied by, the following information:

- Invoice Number
- Quantity Purchased
- Item Number and Description
- Unit Price per Vendor's bid
- Extended Price
- Total Price
- Total Amount Payable
- Drop-ship Address
- Delivery date
- Record of receiver's signature

**PROPOSAL TO  
TOWN OF WESTFORD, MASSACHUSETTS  
COLUMBARIUM – PINE GROVE CEMETERY**

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. The undersigned further certifies that the only persons or parties interested in this proposal as principals are as stated, that he/she has carefully examined the Information for Bidders, Contract, Specifications, all as prepared by the office of the Parks, Recreation, & Cemetery Director; that he/she has informed himself/herself fully in regard to all conditions pertaining to the work and the place where it is to be done, and from them the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

If written notice of the acceptance of this bid is mailed, or otherwise delivered to the undersigned within 30 days, excluding Saturdays, Sundays, and legal holidays, after the date of opening the bid, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of such notification, execute and deliver a Contract in the form attached thereto.

The undersigned hereby agrees to commence work under this Contract within 10 working days of the execution of the Contract unless otherwise agreed upon by the Town. The bidder acknowledges receipt of the following addenda numbered:

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In accordance with the above understanding, the undersigned proposes to do all of the work, furnish all of the materials, and complete the work in its entirety in the manner and under the conditions required at the prices listed as follows:

**BID FORM for  
COLUMBARIUM – PINE GROVE CEMETERY  
TOWN OF WESTFORD, MASSACHUSETTS**

<u>Quantity</u>	<u>Description</u>
One (1)	One Piece Pre-assembled or assembled on site, pre-cast round or hexagonal shaped columbarium delivered and installed. Base made of structural granite $\geq 6''$ set on a foundation meeting Manufacturer's specifications. Top (roof, cap stone) of granite $\geq 3''$ . Minimum niches of 72 with aluminum (marine grade, powder coated) interior. Niche exterior $\geq 11.5'' \times 11.5'' \times .75''$ ; all doors to be interchangeable within the structure and fit flush against the structure.

TOTAL BASE PRICE \$ \_\_\_\_\_

TOTAL BASE PRICE IN WORDS \_\_\_\_\_

DATE	(Name of General Bidder)
	(Title)
SEAL (if Bid by a Corporation)	(Business Address)
ATTEST	(City and State)

NOTE: If the General Bidder is a corporation, indicate State of Incorporation under signature and affix corporate seal; if a partnership, give full names and residential address of all partners; and if an individual, give residential address if different from business address.

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
Signature of Individual\* By: Corporate Office or Corporate  
\*\*Social Security # or Federal Identification # \_\_\_\_\_

Name (Mandatory, if Applicable) \_\_\_\_\_

\* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Bidders who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. c. 62C s. 49A.

**CERTIFICATE OF NON-COLLUSION  
COLUMBARUM – PINE GROVE CEMETERY  
TOWN OF WESTFORD, MASSACHUSETTS**

The undersigned certifies under penalties of perjury that this 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.

\_\_\_\_\_  
Name of person signing bid or proposal

\_\_\_\_\_  
Name of organization or business

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Signature

**CERTIFICATE OF VOTE  
(Corporations Only)**

At a duly authorized meeting of the Board of Directors of the \_\_\_\_\_

Name of corporation

\_\_\_\_\_ held on \_\_\_\_\_ it was VOTED, That

Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Officer

of this company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the clerk of the above named corporation and that

\_\_\_\_\_ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

Corporate Seal

**SPECIFICATIONS AND DIMENSIONS  
COLUMBARIUM- PINE GROVE CEMETERY  
TOWN OF WESTFORD, MASSACHUSETTS**

**COLUMBARIUM – PINE GROVE CEMETERY**

The successful bidder will design, acquire permits (fee waived by the town) and build a structural footing and slab conforming to the Massachusetts State Building Code (7<sup>th</sup> Edition) and the columbarium manufacturer's specifications. The columbarium must meet the following specifications or have comparable performance capabilities:

- K MI round columbarium or similar model or equal
- Pre-assembled pre-cast or assembled on site, delivered, and installed complete
- Minimum of 72 niches equal to a minimum of 144 urn spaces
- Round or Hexagon Shape approximately 5'0"H X4'8" +/- Diameter (cap stone)
- Granite Cap stone  $\geq 3$ " thick
- Granite base  $\geq 6$ " thick
- Choice of granite color for finished surfaces
- Total Columbarium height not to exceed six feet
- Niche opening depth of approximately twelve inches
- Each niche is required to hold two urns
- Inner closure panels
- Aluminum (marine grade, powder coated) niche interior
- Stone fronts
- Niche front must be fastened with concealed hardware and fit flush with structure
- Niche front is removed to reveal an inner closure panel, front to be interchangeable
- Pre-drilled inscription plaques
- Columbarium is for outside installation subject to varying weather conditions
- Record book and computer disk for recording sales of niches
- Warranty of  $\geq 25$  years

**Columbarium to be located at the Pine Grove Cemetery 68 Forge Village Road Westford. The location to be in flat the marker section, Section A, in front of the existing contemplation garden.**

**REFERENCES**  
**COLUMBARIUM – PINE GROVE CEMETERY**  
**TOWN OF WESTFORD, MASSACHUSETTS**

**REFERENCE # 1**

7. Customer Name \_\_\_\_\_
8. Years as a customer \_\_\_\_\_
9. Street \_\_\_\_\_
10. City, State, Zip \_\_\_\_\_
11. Contact Person \_\_\_\_\_
12. Telephone Number \_\_\_\_\_

**REFERENCE #2**

- Customer Name \_\_\_\_\_
13. Years as a customer \_\_\_\_\_
14. Street \_\_\_\_\_
15. City, State, Zip \_\_\_\_\_
16. Contact Person \_\_\_\_\_
17. Telephone Number \_\_\_\_\_

**REFERENCE # 3**

- Customer Name \_\_\_\_\_
18. Years as a customer \_\_\_\_\_
19. Street \_\_\_\_\_
20. City, State, Zip \_\_\_\_\_
21. Contact Person \_\_\_\_\_
22. Telephone Number \_\_\_\_\_