



Shutesbury Cemetery Commissioners
Town of Shutesbury
P.O. Box 276
Shutesbury, MA 01072

The Shutesbury Cemetery Commission is seeking bids for the repair / restoration of up to 18 grave stones/monuments located in the West Cemetery, 158 Leverett Road, Shutesbury, MA 01072. The Commission is seeking the services of a person or persons specially trained and skilled in the art of restoration of historically important gravestones. Someone that knows and has access to all of the special techniques, processes, chemicals and adhesives used for this type of project and appropriate for each type of stone.

Bids must be provided in a sealed envelope and marked “**West Cemetery Grave Stone Repair Project Bid**”. Bids must be received at the Shutesbury, MA Town Administrator’s Office, Shutesbury Town Hall, 1 Cooleyville Rd., Shutesbury, MA 01072 on or before **June 1, 2020 at 4:00 PM**, at which time they will be opened and read aloud. All bids are subject to prevailing wage and the weekly payroll reporting and OSHA 10 training for employees if not a sole proprietor. No responsibility shall be attached to any person for the premature opening of bids not properly marked. No bid will be accepted at any other location or after time and date specified. Specifications and bid forms may be obtained electronically by emailing the Town Administrator Rebecca Torres at townadmin@shutesbury.org or by visiting the Shutesbury Town Administrator’s Office during regular business hours, Monday through Friday, 8:30 AM until 4:30 PM. Specifications may be requested by mail or phone 413-259-1214.

The successful bidder must furnish a certificate of insurance as detailed in the Article X of the Town’s Standard Contract (attached). No bidder may withdraw his bid for a period of sixty days, excluding Saturdays, Sundays and Holidays, after the actual date of the bid opening.

The Town of Shutesbury/Cemetery Commission reserves the right to accept any bid; reject any or all bids deemed not to be in the Town’s best interest; reserves the right to waive or permit correction of minor informalities; and to conduct discussions with all qualified offers in any manner necessary to serve the best interests of the Town of Shutesbury and the bidders.

Project Description:

In an effort to look at short term and longer term restoration and preventative measures the Commissioners are looking at a multi-faceted project. In addition to repairs of up to 18 grave stones identified in this request, the person/entity awarded the contract must be able to hold a workshop for up to fifteen (15) people to train them how and when to properly clean different types of stones without doing further damage. Also included would be how to perform minor repairs such as properly resetting smaller leaning stones. Priority will be given to Cemetery Grounds Keepers and Cemetery Commission members with the balance comprised of interested volunteers. The Shutesbury Cemetery Commission will provide the necessary facilities for this training.

It is understood that there are many more gravestones needing repair than there is budgeted funds. The eighteen (18) grave markers selected for this round of repairs were prioritized due to size, complexity and safety. A list of the selected stones is attached along with a general statement of their condition and treatment recommendations (see Appendix A). Also attached are photographs of each stone to be used for identification purposes only (Appendix B). The stones are further identified by a red metal stake with pink flagging tape installed next to each stone.

Descriptions of conditions as well as recommended treatments included with the list are for the purpose of identifying the markers that will be treated and for giving a general description of the conditions and recommended treatments. The short description is not intended to define all of the treatments or treatment steps that may be required. **It is the responsibility of the conservator to carefully examine the condition of each stone identified and formulate their own assessment and determine its proper treatment.**

All repairs shall begin with documentation of the monument with a “before” photograph and a completed assessment form. The area will be prepared for resetting the stone plumb in the original location and be reseeded with grass seed after completed preservation. Each stone shall (where needed) be cleaned and treated for biological growth in accordance with proper conservation techniques and using approved materials appropriate for that stone. Upon completion, an “after” photograph will be taken and a report prepared with all treatments and photographs for Town/Cemetery records. **All work shall be performed in accordance with American Institute for Conservation’s Code of Ethics and the Secretary of the Interior’s Standards.** See Appendix “C”, Conservation Methodology as a reference.

Documentation

Document the condition of each grave marker or footstone scheduled to receive conservation treatments with a survey sheet and digital photographs prior to proceeding with any work. Document the locations of all treatments to stone on survey sheets. Photograph the stone during and after treatment with digital photos. Upon completion of the project, provide the Shutesbury Cemetery Commission with three (3) copies of the following: copies of all survey sheets with proposed treatments, copies of final treatment reports plus any field reports, and project correspondences. Include material safety data sheets and manufacturer’s cut sheets for all products. In addition, provide the Commission with electronic copies of all forms, reports and photographs of grave markers; before, during and after treatment.

I. Purchase Description

No charges will be allowed for federal, state or municipal sales and excise taxes, for which the Town of Shutesbury is exempt. The prices bid shall be net and shall not include the amount of any such tax.

1. Completion Date: All work shall be completed by November 30, 2020.

2. Site Meeting: Any contractor wishing to visit the site West Cemetery, 158 Leverett Road, may do so on their own at any time. Any contractor that would like assistance in identifying the selected stones prior to the bid date, please contact Walter Tibbetts at 413-687-4158 or Janice Stone at 413-259-1557.

3. Addenda / Questions: All questions must be submitted by phone, fax or email by May 21, 2020 so that the Town, if necessary, can issue an addendum by May 26, 2020.

Contact: Becky Torres

Town Administrator
Office 413-259-1214

Fax 413-259-1107

Email: townadmin@shutesbury.org

II. Evaluation Criteria

Eligible bids will first be examined for their responsiveness to what is requested in this Invitation for Bids. Responsibility of the bidder will then be ascertained. It is the intention of the Town to award the contract to the lowest responsive and responsible bidder.

1. Responsiveness

Bidders must completely fill out and submit the bid form and all other required forms. All supplies and services that are the subject of the bid must meet the minimum standards and specifications set forth in the purchase description including standards by which the procurement officer will determine acceptability as to quality, workmanship, results of inspections and tests, and suitability for a particular purpose.

2. Responsibility

Bidders must demonstrate that they meet the following measures of responsibility:

- (A) Bidder is licensed in the Commonwealth of Massachusetts to do the required work. The Town of Shutesbury will reject any bid from a bidder not appropriately licensed.

- (B) Bidder has successfully completed 3 projects of similar size and scope in the last three years. The Town of Shutesbury will reject any bid from a bidder that fails to demonstrate the necessary experience.

III. Bid Submission Requirements

1. All bid packages must be sealed and marked “West Cemetery Grave Stone Repair Project Bid.”
2. All bids must be delivered to the Town Administrator’s Office at Shutesbury Town Hall, 1 Cooleyville Rd., MA 01072, no later than 4:00 PM on Wednesday, June 1, 2020. Facsimile transmissions will not be accepted.
3. The Town shall award a contract according to the evaluation criteria set forth in Section II of the Invitation for Bids within **30 days** of the receipt of bids. The time for acceptance may be extended by mutual agreement of the successful bidder and the Town. A contract shall be awarded to the lowest responsive and responsible bidder.
4. A bidder may correct, modify or withdraw a bid by written notice received prior to the time and date set for the bid opening. After bid opening, a bidder may not change the price or any other provision of the bid in a manner prejudicial to the interest of the Town or fair competition. The Town shall waive minor informalities or allow the bidder to correct them.
5. The following forms must be submitted with each bid package, copies of which are provided as attachments to this Invitation for Bids:

- (A) Bid Form

- (B) Attachment A

- (1.) Certificate As To Corporate Bidder
- (2.) Certificate As To Payment of State Taxes
- (3.) Certificate of Non-Collusion
- (4.) Certificate of Fair Labor Practices

6. Other Required Bid Submittals – Documentation that the bidder has the necessary previous experience. Include a list of three projects completed in the past three years of similar size and scope. Include contact names and phone numbers for each project.

7. Award Contingency

The award of this project is contingent on meeting the requirements of the specification set forth in this document:

Project Schedule

May 11, 2020 – Solicitation Released

May 11, 2020 – Bid Document Available

June 1, 2020 – Bids Due

June 8, 2020 – Notice of Award to the Lowest Responsive & Responsible Bidder

June 15, 2020 – Execute Contract and weather permitting Commence Work

8. Communication – All communication with regard to this solicitation must be made to the Shutesbury Town Administrator. Verbal communication is not binding and shall not alter a specification, term or condition of this solicitation.
9. Site Visit – While not mandatory, each bidder is encouraged to visit the site. Arrangements can be made by contacting members of the Cemetery Commission, Walter Tibbetts 413-687-4158 or Janice Stone 413-259-1557.

Subcontractors – If a bidder intends to use a subcontractor to conduct any of the work in this project, the bidder must identify the subcontractor; provide a summary of each subcontractor’s qualifications, experience and duties to be performed.

Attachment A—(1) Certificate As to Corporate Bidder; (2) Certificate as to Payment of State Taxes; (3) Certificate of Non-collusion; and (4) Certificate of Fair labor practices

(1) CERTIFICATE AS TO CORPORATE BIDDER

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Secretary-Clerk)

Dated: _____

(3) CERTIFICATE AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. Ch. 62C, sec. 49A, 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.

Social Security Number or
Federal Identification Number

Signature of Individual or Corporate
Name

By: _____
Corporate Officer (if applicable)

(3) 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.

(Name of person signing bid or proposal)

(Name of Business)

(4) CERTIFICATE OF FAIR LABOR PRACTICES

The undersigned certifies under penalties of perjury that in accordance with Section 504 of the (Federal) Rehabilitation Act of 1973 and 31 Code of Federal Regulations, Part 51, his/her company does not discriminate on its employment, procurement and marketing activities on the basis of race, creed, color national origin, sex, handicap or age.

(Name of person signing bid or proposal)

(Name of Business)

BID FORM
Town of Shutesbury
West Cemetery Grave Stone Repair Project

The undersign proposes to provide the work described in the Bid Documents relating to the grave stone repair/restoration project at the West Cemetery, 158 Leverett Road, Shutesbury, MA 01072 and Volunteer workshop for the total delivered price of:

BID PRICE for –Volunteer workshop

_____ \$ _____
Bid Price in words Bid price in numbers

BID PRICE for- Repair/restoration of 18 grave stones

_____ \$ _____
Bid Price in words Bid price in numbers

BY:

Signature Date

Type or Print Name Title

Business Name

Business Address City St. Zip

Business Phone

Business Email

**STANDARD CONTRACT
TOWN OF SHUTESBURY
1 Cooleyville Road, Shutesbury, MA 01072**

CONTRACT FOR: Grave stone repairs at West Cemetery

This Contract is made this ____ day of _____, 2020, by and between the Town of Shutesbury, a municipal corporation located within the Commonwealth of Massachusetts, acting through its Chief Procurement Officer (hereinafter, the "Town"), and _____, a company with a business address at _____.

**ARTICLE I
SCOPE OF SERVICES**

The Contractor shall furnish **Repairs and restoration of up to 18 grave stone markers at the West cemetery, 158 Leverett Road, Shutesbury, MA 01072 and a workshop on cleaning and minor repair of grave stones for up to 15 volunteers** as indicated in the Request for Bids requested by the Town on May 11, 2020. Contract documents shall include this Contract; the Town's Request for Bid; insurance certificates; Specifications and any addenda and Payment Bonds; and all of which are incorporated herein by reference.

**ARTICLE II
TERM OF CONTRACT**

This Contract shall be effective as of the date first written above and shall terminate **November 30, 2020.**

**ARTICLE III
COMPENSATION**

1. **Contract Sum:** The Town shall pay the Contractor in current funds for the performance of the work described in the Scope of Services at the price quoted, for a Contract Sum not to exceed the prices quoted on, June 1, 2020, for the amount of \$_____.
2. **Payment Schedule:** Compensation for the services pursuant to this Contract shall be paid on proper acceptance by the Town of the services provided pursuant to the Specifications.

**ARTICLE IV
AFFIRMATIVE ACTION**

The parties hereto agree that it shall be a material breach of this Contract for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination or privileges of employment on basis of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability.

ARTICLE V
COMPLIANCE WITH LAWS

The Contractor shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the services provided pursuant to this Contract, and shall be responsible for obtaining all necessary licenses, permits, and approvals.

To the extent that the Contractor is responsible for wages, benefits, overtime wages or other labor related costs, expenses or penalties as a result of applicable laws, the Contractor shall be and is solely responsible for such wages, other labor related costs, expenses and/or penalties and the Town shall not have any responsibility to make any such payment, and further the Contractor shall indemnify and hold the Town harmless for all such wages, labor costs, expenses and/or penalties, including, but not limited to, any determination or judgment related thereto and any attorney's fees incurred by the Town in relation thereto or the defense thereof.

ARTICLE VI
INCORPORATION OF G. L.

This Contract shall be considered to include all terms required to be included by the General Laws of the Commonwealth of Massachusetts, as amended, and any other laws as though such terms were set forth in full herein, to the extent that the same are applicable to this Contract and the Contractor.

ARTICLE VII
INDEPENDENT CONTRACTOR

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all work and services rendered pursuant to this Contract, and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE VIII
TOWN'S LIABILITY

The Town's liability under this Contract shall be to make all payments when they shall become due, and the Town shall be under no further obligation or other liability. Nothing in this Contract shall be construed to render the Members of the Board of Selectmen, the Board of Health, or any other officer of the Town, or their successors in office, personally liable or any obligation under this Contract.

ARTICLE IX
INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees from any loss, damage, cost, charge, expense or claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees, and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor, a sufficient amount to protect the Town against such claims, costs and expenses.

ARTICLE X
INSURANCE

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor, on behalf of itself and any subcontractors used, hereby certifies that the Contractor and such subcontractors are insured for workers' compensation, and claims on account of property damage, bodily injury, personal and product liability. The Contractor and all subcontractors it uses shall purchase, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General

Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per claim.
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Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured for the General Liability and Automobile Liability policies and which include a thirty day notice of cancellation to the Town.

ARTICLE XI
ASSIGNMENT

The Contractor shall not assign, sublet or otherwise transfer the work required under this Contract, in whole or in part, without the prior written consent of the Town, and shall not, either legally or equitably assign any or the moneys payable under this Contract, except by and with the written consent of the Town.

ARTICLE XII
INSPECTION AND REPORTS

The Town shall have the right at any time to inspect the equipment and premises of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Whenever requested, the Contractor shall immediately furnish to the Town full and complete written reports of his operation under this Contract in such detail and with such information as the Town may request.

ARTICLE XIII
TERMINATION FOR CAUSE

If at any time during the term of this Contract the Town determines that the Contractor has breached the terms of this Contract by negligently or incompetently performing the work, or any part thereof, or by failing to perform the same, to the satisfaction of the Town, or by not complying with the direction of the Town or its agents, or by otherwise failing to perform this Contract in accordance with all of its terms and provisions, the Town shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor to cure such service breach within ten (10) days. The Contractor specifically agrees that it shall indemnify and hold harmless the Town as provided in Article IX from any loss, damage, costs, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the Contractor fails to cure said breach within ten (10) days, the Town may, at its election at any time after the expiration of said ten (10) days, terminate this Contract by giving written notice thereof to the Contractor specifying the effective date of the termination. Such termination shall not prejudice or waive any rights or action which the Town may have against the Contractor because of any default or failure in performance of this Contract up to the date of such termination, and the Contractor shall be liable to the Town for any amount which it may be required to pay in excess of the Contract Sum provided herein in order to complete the work specified herein in a timely manner.

ARTICLE XIV
NOTICE

Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

ARTICLE XV
SEVERABILITY

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE XVI
GOVERNING LAW

This Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Contract.

ARTICLE XVII
ENTIRE AGREEMENT

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE XVIII
REAP STATEMENT

The Contractor shall sign the following statement: Pursuant to Massachusetts General Laws, Chapter 626, Section 49A, I certify under penalties of perjury that I have filed all State Tax Returns and paid all State Taxes required under the Law.

(Signature of individual or corporate name - Corporate Officer)

Social Security # or FIN #