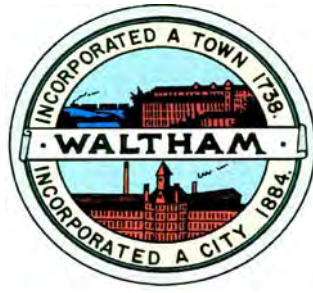


The City of Waltham



**Invites
Interested Parties
To propose the best offer and or bid
For the service or product herewith described:**

Pavement Management

The bid opening will be held: Friday November 28, 2014 at 10:00 AM

Phone: 781-314-3244, Fax: 781-314-3245

Table of Contents:

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Invitation to Bid

The City of Waltham

Purchasing Department

REQUEST FOR BID (RFB)

Under the rules of M.G.L. Chapter 7, the Chief Procurement Officer of the City of Waltham Purchasing Department hereby requests sealed bids for:

Pavement Management

Price Proposals will be received at the office of the Purchasing Agent, City Hall, 610 Main Street, Waltham MA 02452, until,

Friday November 28, 2014 at 10:00 AM

At which time and place the bids will be publicly opened and read.

Specifications and information available on line by visiting the Waltham Purchasing Department web site at www.city.waltham.ma.us/open-bids

BIDS MUST BE SIGNED AND ENCLOSED IN A SEALED ENVELOPE AND MARKED:

BID FOR: Pavement Management

If the Bidder is a corporation, state your correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

EXCEPTION OR ALTERNATES TO SPECIFICATIONS, TERMS OF SALE, AND DISCOUNTS AVAILABLE, MUST BE INCLUDED IN THE BID PRIOR TO OPENING DATE.

Intent of Project

The contractor shall identify, inventory, map and organize in a database all roadways, sidewalks assets (including ramps), owned and maintained by the City of Waltham and determine the current conditions

AGREEMENT

CITY OF WALTHAM

ARTICLE 1. This agreement, made this _____ day of _____, 2014 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

_____ hereinafter called the CONTRACTOR.

ARTICLE 2. Witnesseth, that the parties to this agreement, each in consideration of the agreement on the part of the others herein contained, do hereby agree, the CITY OF WALTHAM for itself, and said contractor for his heirs, executors, administrators and assigns as follows:

To furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished (except as otherwise specified) and deliver in and about the project and to do and perform all work in strict conformity with the provisions of this Contract and of the Notice to Bidders, bid, Project Manual, and Drawings hereto annexed. The said Notice to Bidders, bid, Project Manual, and Drawings are hereby made a part of this contract as fully and to the same effect as if the same had been set forth at length and incorporated in the contracts.

ARTICLE 3. In consideration of the foregoing premises the CITY agrees to pay and the CONTRACTOR agrees to receive as full compensation for everything furnished and done by the CONTRACTOR under this contract, including all work required by not included in the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such prices as are set forth in the accompanying bid.

Date for final completion of the project is 75 Days from the date of the Notice-to-Proceed (NTP)

This Agreement entered into as of the day and year first written above.

CITY OF WALTHAM, MASSACHUSETTS

FOR THE CITY

Jeannette A. McCarthy, MAYOR,
City of Waltham
Date: _____

John B. Cervone, City Solicitor
Date: _____

APPROVED AS TO FORM ONLY

Michael Chiasson, Director, CPW
Date: _____

Joseph Pedulla, Purchasing Agent
Date: _____

Paul Centofanti, Auditor
Date: _____

I CERTIFY THAT SUFFICIENT FUNDS
ARE AVAILABLE FOR THIS CONTRACT

FOR THE COMPANY

CONTRACTOR (Signature),
Date: _____

Company

Address

Instructions

INSTRUCTIONS FOR BIDDERS

1. **READ ALL DOCUMENTS.**

Bidders should familiarize themselves with all the documents contained herein; it is mandatory that all Bids be in compliance with all the provisions contained in said documents.

2. **FORMS AND ATTACHMENTS.**

Bids are to be completed on the forms provided ONLY and enclosed in a sealed envelope marked on the outside "BID (title)" and the name and address of bidder. Attachments submitted in addition to the Waltham Purchasing Department produced forms may not be considered.

3. **PRINTED OR TYPED RESPONSE.**

All information must be typewritten or printed in ink, including the price the bidder offers in the space as provided on the bid form.

4. **CORRECTIONS.**

Bids that are submitted containing cross outs, white outs or erasures, will be rejected.

All corrections or modifications to the original bid are to be submitted in a separate envelope, properly marked on the outside, "CORRECTION/ MODIFICATION TO BID (title)" and submitted prior to the bid opening.

ALL DOCUMENTS SUBMITTED WITH YOUR RESPONSE WILL BE INCORPORATED INTO THE CONTRACT.

5. **PRICE IS ALL INCLUSIVE.**

Bid prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, and in the case of services, completion of same, as per specifications.

6. **PRICE DISCREPANCY.**

In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall prevail.

7. EXPLANATIONS, EXCEPTIONS

Explanations, exceptions or other information pertinent to the specifications may be made in writing and included in the same envelope with the bid.

8. BID DEPOSITS. (if applicable)

Bid deposits are to be made payable to the City of Waltham. In the event that the successful bidder fails to execute a Contract within (10) days of the receipt of said contract, such security shall be retained by the city as liquidated damages. Unsuccessful bidders' deposits will be returned immediately following the award to said successful bidder.

9. WITHDRAW.

A Bid may be withdrawn by written request prior to the schedule for the Bid Opening. No withdrawals are permitted after the bid opening date and time. Withdrawals after the bid opening date will cause the forfeit of the bid Deposit.

10. AWARD.

Bids will be awarded not later than (90) ninety days after the scheduled bid opening date, unless otherwise stated, in the specifications. Unless otherwise specified, bids will be evaluated on the basis of, completeness of your RFP response, responsiveness, responsibility, best price and experience.

10a. TWO ENVELOPE BID

Interested parties are required to respond with two sealed envelopes. The first clearly marked with the title of the project and "technical response", the second envelope also marked with the title of the project and "price proposal".

11. AWARD CRITERIA.

Qualified and responsive proposals will be evaluated based on the criteria outlined in the technical specification section of this document.

12. DISCOUNTS.

Discounts for prompt payments will be considered when making awards.

13. TAX EXEMPT.

Purchases by the City of Waltham is exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.

14. SAMPLES.

The City of Waltham may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the City, so as to

ascertain the product's suitability. If specifically stated in the Bid that samples are required, said samples must be submitted with the Bid prior to the Official Bid Opening. Failure to submit said samples would be cause for rejection of Bid. All samples must be called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.

15. ACTIVE VENDOR LIST.

Vendors who wish to remain on the Active Bid List must either submit a Bid, No Bid, or a letter requesting same, no later than the Official Bid Opening. This is applicable to those vendors who have received the Invitation to Bid.

16. FUNDS APPROPRIATION.

THE CONTRACT OBLIGATION ON BEHALF OF THE CITY IS SUBJECT TO PRIOR APPROPRIATION OF MONIES FROM THE GOVERNMENTAL BODY AND AUTHORIZATION BY THE MAYOR.

17. THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OF ANY BID, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF THE CITY OF WALTHAM.

18. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CERTIFICATE OF VOTE AUTHORIZATION, are required by statute and are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so. Failure to do so may disqualify the bid.

19. STANDARD OF QUALITY.

Where, in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the Bidder may select one or the other. If the Bidder proposes to offer a substitute as an equal, he shall so indicate on the Bid Form, the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and describe where it differs from the specifications. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the

description of any substitute item on the Bid will be interpreted to mean that the Bidder will furnish the item or service as specified.

20. MODIFICATION.

No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties, hereto unless made and executed in writing by the parties hereto.

21. ASSIGNMENT.

The final payment for work done under this Contract shall be made only after the Contractor has signed a statement under the penalty of perjury, certifying that he has completed the work described in the final estimate. Neither party hereto shall assign this Contract or sublet it in part or as a whole without the prior written consent of the other party hereto. The Contractor shall not assign any sum or sums due or becoming due to him hereunder without the prior written consent of the City.

22. DELIVERIES (if applicable).

a) The Contractor shall pay all freight and delivery charges. The Waltham Purchasing Department does not pay for shipping and packaging expenses. Items must be delivered as stipulated in the specifications. All deliveries must be made to the inside of city buildings. Sidewalk deliveries will not be accepted. City personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery, when necessary.

b) All items of furniture must be delivered inside the building, set up, in place and ready for use. Deliveries are to be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on holidays.

c) All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Waltham Purchasing Department until such items are accepted and signed for, in good order, by the receiving department.

d) The contractor must replace, without further cost to the Waltham Purchasing Department, such damaged or non-complying items before payment will be made.

23. LABELING (if applicable).

All packages cartons or other containers must be clearly marked with (a) building and room destination; (b) description of contents of item number from specifications; (c) quantity; (d) City of Waltham Purchase Order Number and (e) Vendor's name and order number.

24. **GUARANTEES (if applicable).**

Unless otherwise stipulated in the specifications, furniture, equipment and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced the contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make such replacement immediately upon receiving notice from the Purchasing Agent.

25. **SINGLE VENDOR.**

The Waltham Purchasing Department desires to award a single contract based on the Grand Total Price. However, where applicable, the City reserves the right to make multiple awards on a unit price basis if, in the opinion of the Waltham Purchasing Department, it is in the best interest of the Waltham Purchasing Department.

26. **CHANGE ORDERS.**

Change orders are not effective until, if, as and when signed by the Mayor and no work is to commence until the change orders are fully executed.

28. **BID OPENING INCLEMENT WEATHER**

If, at the time of the originally scheduled bid opening, City Hall is closed to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

GENERAL CONDITIONS

GENERAL CONDITIONS

1. INFORMATION

All information shall come from the Office of the City Purchasing Agent. Information obtained from any other source is not official and not binding. The Contractor shall inquire at this office for any information needed. Wherever the words “or equal as approved” are used, it is to be understood that the opinion of the City Purchasing Agent shall govern.

2. SUITS

The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against the City and its sub-contractors arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the City, its agents, employees or any subcontractor in performing the work, under this contract.

3. LAWS AND REGULATIONS

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the Commonwealth of Massachusetts, the United States of America and all agencies having jurisdiction over this contract.

4. PROTECTION OF PROPERTY

The Contractor shall take all proper precautions to protect the City’s property from damage and unnecessary inconvenience. Any City property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

5. PROTECTION OF PERSONS

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

6. CONTRACT DURATION.

This contract is for the period required to complete the project.

7. INSURANCE

A. **WORKMAN'S COMPENSATION:** The Contractor shall provide insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor. Contractors shall provide insurance on a primary basis and the contractor's policy shall be exhausted before resorting to other policies. The contractor's policy is the primary one not the contributory.

B. **COMPREHENSIVE GENERAL LIABILITY**

Bodily Injury:	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence \$2,000,000 Aggregate

C. **AUTOMOBILE (VEHICLE) LIABILITY**

Bodily Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate

D. **UMBRELLA POLICY**

General liability	\$2,000,000
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Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: *"The City of Waltham is a named additional insured for all insurances under the contract, excluding Automobile and Workers Compensation coverage"*. **Failure by the contractor to provide a current and updated insurance policy, during the entire duration of the contract, may result in additional legal liability.** The Certificate of Insurance must be mailed directly to:

Office of the Purchasing Agent
Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452

8. PERSONNEL:

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City Purchasing Agent shall have the right to require the Contractor to remove and/or

replace any of the personnel for nonperformance or for unprofessional behavior. The City Purchasing Agent may require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by the City Purchasing Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

9. **MATERIALS**

The City or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City or its Agents.

10. **TERMINATION OF CONTRACT**

This contract may be terminated by the City upon deliverance to the Contractor of a five-day written notice of said termination.

11. **CONTRACT OBLIGATIONS**

Contract obligations on behalf of the City are subject to an annual appropriation to cover the contract obligation.

12. **BIDDER EXPERIENCE EVALUATION**

Each bidder shall submit with his bid, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

15. **NOT-TO-EXCEED AMOUNT**

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the City's Purchasing Agent, City Auditor, Law Department and the Mayor prior to the commencement of the change order work. No work is to begin until the proper approvals have been obtained. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided.

16. FINANCIAL STATEMENTS.

The City may require, within five (5) days after the bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability.

17 BREACH OF CONTRACT/ NON PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

18 RIGHT TO AUDIT

The City of Waltham has the right to review and audit documents related to this contract. This right extends to any subcontractor, supplier or other entity used by the prime contractor to fulfill the obligations under this contract.

19. CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12 OF THE CITY ORDINANCES.

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with

sureties satisfactory to the Mayor.

20. **ACTIVE REPARATION CLAIMS**

Does your company or any of its Principals have an active reparation Claim with the City.

A claim is any demand by a contract for the payment of disputed invoices, payment penalties, labor disputes, interest, etc. YES _____, NO _____ (circle or check applicable).

If YES Please explain the nature of the claim, date of the claim and City Department

(Add an additional page if necessary)

Specifications

TECHNICAL SPECIFICATIONS

OBJECTIVES

1. To identify, inventory, map and organize in a database all roadway, sidewalk assets (including ramps) owned and maintained by the City of Waltham (hereinafter referred to as “City”) and determine their current condition.
2. To obtain a tool that allows the City to create the most efficient repair, maintenance and upgrade plans for these roadway and sidewalk assets based on the City’s specific requirements.
3. To purchase and implement a Pavement Management System (PMS) that is user friendly in nature and flexible to expand in the future.
4. The PMS, preferably MS Access-based, must be open source to allow for data tables and GIS layers to integrate with (or export to) other databases and upgradable so that it is able to keep up with the latest advances in technology, including seamless integration to a web-based GIS platform. The data collected must be able to integrate with PeopleGIS.
5. The overall design of the System must allow for other City-owned assets to be added in the future if so desired by the City.

PROJECT SCOPE, TECHNICAL SPECIFICATIONS AND TASKS

This is a project scope for the establishment of a PMS consisting of Pavement, Sidewalk and Ramps for the City of Waltham. All field work will be completed in the field utilizing a field laptop computer or tablet.

The following centerline, linear and feature information should be assumed for this project:

- 140 centerline miles of City roadways.
- 180 linear miles of City maintained sidewalks
- 2,500 ramps

The minimum services to be provided by the consultant must include the following:

1. Roadway Inventory Database & Acceptance Review
 - a. Consultant will use MassDOT Road Centerline File coupled with GIS information available from the City to establish the PMS database and mapping to be used.
 - b. The Consultant will compare Chapter 90 acceptance status with official street acceptance data supplied by the City.
 - c. The Consultant will provide the City with a report highlighting accepted streets that are not included in the Chapter 90 accepted road list for filing with MassDOT.

- d. The Consultant will assist the City in filing proper paperwork to resolve discrepancies found between City and MassDOT records. Paperwork will be completed by the Consultant, and signed by the City.
- e. Consultant will work in conjunction with the City to code current and planned utility improvements (i.e., water, sewer, storm, gas, etc.) to the PMS database. This information will be utilized when prioritizing paving projects.

2. Pavement Management System

- a. Consultant will inventory and survey conditions of all City-owned and maintained roads. This shall include roads that will be filed with MassDOT.
- b. The pavement inspections must be based on an existing GIS centerline file that is segmented and coded with street name and intersecting streets.
- c. Roadway section limits must make construction sense (from intersection to intersection, round number section lengths, etc.) and allow for parent/child analysis and reports to be generated, i.e. roadway segments must be able to be combined easily to get a road surface rating for the entire length of the roadway.
- d. Applicable pavement attribute data such as alligator cracking, linear cracking, patching, potholes, etc. will be identified by extent and severity for each pavement roadway segment to allow for a road surface rating to be calculated. Roadways should be rated on a scale of 0 to 100 (0 being extremely poor condition and 100 being excellent condition)
- e. The field roadway evaluation process must also include identifying line striping, curb type/curb reveal, sidewalk present (Y/N) and material type if applicable.
- f. Consultant will work with the City to review current roadway repair strategies (i.e., reclamation, mill and overlay, chip seal, crack seal, etc.) and unit costs.
- g. Based on pre-defined repair bands, the System must generate recommended improvements for each respective segment and roadway as a whole.
- h. The System must have the ability to generate backlog reports at both the network and district levels and by functional classification (MassDOT).
- i. Consultant will develop a series of City-wide, GIS-based Roadway Network Maps that can be filtered by condition rating ranges, proposed repair types and historical repairs.

3. Sidewalk Inventory & Condition Assessment

- a. Consultant will inventory and evaluate existing conditions of all City-owned and maintained sidewalks. Sidewalks will be graded with a user-friendly and easy to understand rating method.
- b. Sidewalk section limits must follow segmentation established for the aforementioned Pavement Management System.
- c. The System must be able to estimate costs to repair based on sidewalk material type and general condition rating.

- d. Consultant will identify walking impediments and provide GIS-based Sidewalk Network Map identifying impediment locations.
4. Ramp Inventory & ADA Assessment
- a. Consultant will inventory and survey conditions of all City-owned and maintained ramps. Presence of crosswalks must also be identified including treatment type.
 - b. Consultant will evaluate each ramp based on ADA compliance (pass/fail).
 - c. System must be capable of providing estimated cost to replace and/or retrofit non-compliant ramps.
5. Capital Improvement Plan (CIP)
- a. System must be able to create a multi-year prioritized CIP based on all assets and also separate CIP's by asset type.
 - b. System must be able to create a multi-year year CIP based on:
 - i. Cost Benefit Value (CBV) Analysis
 - ii. Fixed amount allowed to be spent
 - iii. Fixed amount allowed to be spent by repair type
 - iv. City's own specific priority scenarios
 - c. The System also:
 - i. Must be able to print proposed cost and existing condition reports based on a given CIP scenario.
 - ii. Must be able to print a variety of maps that show all assets or assets filtered by condition and/or location (Snow and Ice routes, Ward, District, etc.) and/or asset type.
 - iii. System must be able to create City-wide and area specific GIS-based maps that can be filtered by road condition, proposed upgrade types, historical repair data and future planning scenarios. These maps must be able to be created for all combined assets, for a combination of specific assets, or for just a single asset type.
 - d. Consultant will develop a CIP that will include roadway improvement projects that reflect budgetary allowances, surface treatments and coordination with utility projects.
 - e. Consultant will provide the City with a draft CIP in bound paper format accompanied by a series of GIS maps that depict the plan graphic form for review and comment.
 - f. Consultant will generate a Final Report and PowerPoint presentation based on comments received.
6. Database Installation and Training – This task includes the delivery and installation of data and software into the City's servers and user computers, and the expenses incurred for software acquisition and database creation. The Consultant must be available for a wide range of support services including, but not limited to: report and map preparation, software support, asset planning support, software training, asset evaluation training and attendance at meetings. These services will be performed at the direction of the City.

- a. Consultant shall prepare a User's Manual of Operations so that when new hires are incorporated, the City can properly educate them in the use of the software and so that when existing personnel have concerns, they can try to address them before contacting the Consultant.
- b. The proposal must include at least 8 hours of training sessions.
- c. Consultant will train up to eight (8) City employees determined by the City. These employees must be involved in the setup process and training in system administration, form creation and database access.
- d. The proposal must also include technical support and software maintenance for up to one (1) year after final complete installation of software to all end users and deployment of the database to address glitches, errors or changes to the behavior of the database (adding reports, adding scenarios, etc.)
- e. Consultant will install the AMS Database and GIS Interface at the Department of Public Works and other locations as directed.
- f. Consultant will conduct two (2) on-site training sessions of two (2) hours in length.
- g. Consultant will provide technical support for a period of twelve (12) months and will include follow-up site visits and phone support as required.

7. Future Support

- a. At the end of the twelve (12) month support period, the City may elect to obtain additional support with fee to be negotiated at the time of acquisition.

Qualification Criteria:

All submittals must include the following:

1. Statement of firm/team capacity, qualifications, and experience. Must have at least five (5) years of experience with field work and analysis of pavement management. Preference will be given to teams that demonstrate knowledge and experience with pavement management programs.
2. List of references for three (3) communities in Massachusetts where you have developed a pavement management program and worked with PeopleGIS. Preference will be given to services performed in Massachusetts and of similar size. References shall include contact person and telephone number.
3. Similar experience/past performance on similar pavement management, sidewalk inventory, and ramp inventory/ADA compliance projects. The Proposer shall provide up to five (5) project descriptions that are relevant to the services requested herein and shall demonstrate the team's ability to perform work similar in size, scope and complexity to that requested in this RFP. Project descriptions shall focus on the work which best illustrates the team's most relevant experience, ability and expertise to perform the services requested in this RFP, and the proposer's past performance on similar projects, ongoing or completed within the past three (3) years.
4. Identification and description of the proposed project team, key staff, and any sub-consultants that will perform the services, including resumes and specific project related experience. The proposer shall demonstrate the quality (appropriateness, capability and relevant project experience) of key personnel and continuity of the project team. Resumes shall be included for key personnel and sub-consultants assigned to the project.
5. Technical Approach, Capacity, and Management Approach. The proposer shall demonstrate the quality, completeness and methodology of the technical approach envisioned for the project, as well as the team's capacity to apply and commit itself successfully to the project tasks and to complete required services on schedule.
6. Price Proposal (**Separate Sealed Envelope**)

Evaluation and Ranking of Proposals:

Proposals shall be evaluated based on the following criteria:

1. **Cost. (25 points).** Appropriateness, reasonableness and competitiveness of the cost proposal. Costs associated with enhancements and/or deletions to the Scope of Services will receive limited consideration under this criterion. (Separate Sealed Envelope)
2. **Qualifications of key personnel. (15 points).** The identity and qualifications of key personnel, team members and sub-consultants available to work on this project, including their expected project assignments. The quality (appropriateness, capability and relevant project experience} of key personnel and continuity of the project team, key personnel and sub-consultants throughout the project.
3. **Similar experience/past performance on similar projects. (25 points).** The proposer's prior similar experience, including the work which best illustrates the team's most relevant experience, ability and expertise to perform the services requested in this RFP; and the proposer's past performance on similar projects, ongoing and completed within the past five years.
4. **Technical Approach, Capacity, Management Approach. (15 points).** The quality, completeness and methodology of the technical approach envisioned for the project in response to the Scope of Services. The proposer's capacity to apply and commit itself successfully to the project tasks and to complete required services; its absence of conflicting commitments to concurrent projects; and its scheduling. The clarity, completeness and effectiveness of the proposed organizational structure and the proposed management approach required to successfully manage this project. The demonstrated ability of the team to work together effectively, to maintain schedule and cost control, to resolve resource constraints, and to interact effectively with City operations and staff.
5. **Additional Consideration. (25 points).** Schedule and completion time of project, sample maps, software ease of use, and ability for in house updating of street ratings, experience working with PeopleGIS, and experience assisting other communities updating Chapter 90 accepted streets.

Compliance

(Required Documents.)

Compliance

The compliance documents in this section must be completed, signed and returned **with your bid package**.

Purchasing Department

City of Waltham
610 Main Street
Waltham, MA 02452

Failure to submit the completed documents will cause the disqualification of the proposal.

Section Index

Check when Complete

- Non-collusion form and Tax Compliance form..... _____
- Corporation Identification Form..... _____
- Certificate of Vote Authorization..... _____
- Certificate of Insurance (showing all limits of WC &GL)..... _____
- Three (3) References..... _____
- Debarment Certificate _____

Your Company's Name: _____

Service or Product Bid _____

NOTE: Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

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. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

_____, _____
(Signature of person signing bid or proposal) Date

(Name of business)

TAX COMPLIANCE CERTIFICATION

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

_____, _____
Signature of person submitting bid or proposal Date

Name of business

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

I _____, Clerk of _____ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the _____ day of _____ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That _____ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seat, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, 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 a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that _____ is duly elected/appointed _____ of said corporation

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, _____

Notary Public;

My Commission expires: _____

CORPORATION IDENTIFICATION

The bidder for the information of the Awarding Authority furnishes the following information.

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

If a foreign (out of State) Corporation – Are you registered to do business in Massachusetts?

Yes _____, No _____

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

If an Individual doing business under a firm's name:

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Bidder _____

By _____

Signature

Title

Business Address

(POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City

State

Telephone Number

Today's Date

PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Waltham, the contract will be cancelled and the award revoked.

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative:

Print name _____

Date _____

BID PRICE FORM

(Follows)

FEE PROPOSAL

PAVEMENT MANAGEMENT SYSTEM
FOR THE CITY OF WALTHAM

Place in a separate sealed envelope

We hereby submit the following proposed fee to provide professional engineering services to perform the scope of services detailed in the Request for Proposal. We understand that if the scope of services is modified, the fee may be changed by mutual agreement.

Project Task	Proposed Fee
Field Pavement Evaluations (Main Roads Approx. 38 Miles)	
Field Pavement Evaluations (All Other Roads Approx. 102 Miles)	
Project Meetings	
Pavement Management System Software	
Software Installation and Training (on-site training sessions)	
Capital Improvement Plan	
Sidewalk Inventory	
Pedestrian Ramp Inventory	
Report of Findings	
Total Proposed Fee	

My company recognizes receipt of addenda # _____, _____, _____, _____, _____, _____, _____

Date: _____

Name of Company: _____

Address: _____

Telephone Number: _____

Name and Title of Person
Submitting Proposal: _____

Authorized Signature: _____