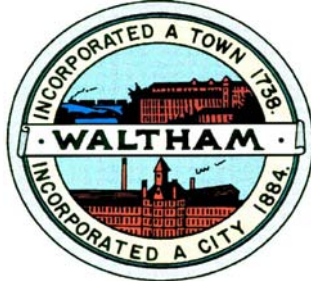


The City of Waltham



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

91 Intersection Turning Movement Counts (2)

The bid opening will be held: **Wednesday August 28, 2013 at 10 AM**

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

Table of Contents:

- **Invitation to Bid**
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- **Agreement**
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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 30B, the Chief Procurement Officer of the City of Waltham Purchasing Department hereby requests sealed bids for:

91 Intersection Turning Movement Counts (2)

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

Wednesday August 28, 2013 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: Traffic Count

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

To conduct two studies of turning traffic at 91 City of Waltham intersections.

AGREEMENT

CITY OF WALTHAM

ARTICLE 1. This agreement, made this _____ day of _____, 2013 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.

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

Micheal Garvin, Traffic Engineer
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.

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.

11. AWARD CRITERIA.

Qualified and responsive proposals will be evaluated based on Price, Technical, and Compliance requirements.

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. (IF APPLICABLE)

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.

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.

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. 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	\$1,000,000
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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"*. 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.

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

Specifications

**CITY OF WALTHAM – TRAFFIC ENGINEERING
91 INTERSECTION TURNING MOVEMENT COUNTS SPECIFICATION**

Mandatory Requirements		
<p>1. Turning Movements detection: The device must be able to capture video of turning movements at large urban intersections (20,000 AADT on each leg) at 95% or greater accuracy levels</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Details:
<p>2. Turning Movement classification: The classification must include Car, Medium, Heavy, Bicycle Roadway, Bicycle Crosswalk, Pedestrians - Directional and Buses.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Details:
<p>3. Same day Turning Movement counts: The Turning Movement data must be collected on the same day for all intersections.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Details:
<p>4. Count Scheduling: Each count must be 4 hours in duration (7-9 AM and 4-6 PM) and occur on a Tuesday, Wednesday or Thursday. The counts will be done in two phases: One with schools are in session and the other during the summer when schools are not in session. Actual count dates to be worked out with Traffic Engineering Department.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Details:
<p>5. Turnaround Time: All data will be returned with 15 business days of Notice to Proceed.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Details:
<p>6. Report Formats: All Turning Movement data to provided in Excel and PDF formats with separation by class and a peak hour diagram.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Details:
<p>7. Video: A video record must be provided</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Details:

<p>8. Video Camera's Per Intersection: For intersections less than 150 feet diagonally 1 camera can be used. For intersection greater than 150 feet diagonally 2 cameras must be used.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Details:</p>
<p>9. Video Camera Height: The camera must be staged at a height of 25 feet or greater in order to minimize occlusion.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Details:</p>
<p>10. Data and Video Storage: An on-line data management portal will be provided that will store all the Turning Movement data indefinitely and the video records for up to 1 year.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Details:</p>
<p>11. Data and Video Management: All data and video will be available via an Internet link, the data will be visualized in a mapping view, the data can be organized in to folders and sub-folders, and an unlimited number of users are able to access the data management portal.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Details:</p>
<p>12. Technical Support: Technical support must be provided during normal IDOT hours (8am – 4:30pm EST) during the duration of the contract or warranty period (whichever is later)</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Details:</p>
<p>13. References: You must provide references from established private firms or government agencies, (four preferred; two of each type preferred) other than the procuring agency, that can attest to your experience and ability to perform the contract subject of this solicitation. You must provide the name, contact information and a description of the supplies or services provided. You must attach your references with the responsibility forms.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Details:</p>

Waltham Traffic Counts

	Primary Streets	Intersecting Street 1	Intersecting Street 2	Intersecting Street 3	Control
1	Trapelo Road (MHD)	I-95 SB Off Ramp (MHD)	Autodesk (PVT)		Signal
2	Trapelo Road	Smith Street			Signal
3	Trapelo Road	Lexington Street			Signal
4	Trapelo Road	Forest Street	Metropolitan Parkway (PVT)		STOP
5	Trapelo Road	Porter Road			Signal/STOP
6	Trapelo Road	Waverly Oaks Road			Signal
7	Smith Street	Wyman Street	Lincoln Street		Signal
8	Winter Street	West Street			Signal
9	Winter Street	First Avenue			Signal
10	Winter Street	Second Avenue			Signal
11	Winter Street	Wyman Street	Totten Pond Road	Third Avenue (PVT)	Signal
12	Wyman Street (MHD)	I-95 Ramps	#175-185 Wyman (PVT)		Signal
13	Lincoln Street	Lake Street	MacArthur School		STOP
14	Lincoln Street	Lexington Street			STOP
15	Lexington Street	Main Street			Signal
16	Lexington Street	School Street			Signal
17	Lexington Street	Dale Street			STOP
18	Lexington Street	Beaver Street			Signal
19	Lexington Street	Bacon Street	Totten Pond Road		Signal
20	Lexington Street	Jack's Way			Signal
21	Lexington Street	High School Egress			Signal
22	Lexington Street	Lake Street	Bishop's Forest Drive (PVT)		Signal
23	Lexington Street	Brookway Road			Signal
24	Lexington Street	Lionel Avenue (PVT)	Ridge Lane (PVT)		Signal
25	Lexington Street	Stearns Hill Road (PVT)			Signal
26	Forest Street	Beaver Street	Falcon Way (PVT)		Signal
27	Totten Pond Road	Winter Street Extension			Signal
28	Bear Hill Road	Main Street			Signal
29	Tomlin Street	Dale Street	Woodlawn Avenue (PVT)		STOP
30	Dale Street	Bacon Street			Signal
31	Bacon Street	Main Street			Signal
32	Bacon Street	School Street			Signal
33	Beaver Street	Lyman Street			Yield
34	Beaver Street	College Drive (PVT)			Signal
35	Beaver Street	Linden Street			STOP
36	Beaver Street	Waverly Oaks Road			Signal
37	Beaver Street	Warren Street	Pelham Road (PVT)		STOP
38	Waverly Oaks Road	Linden Street			STOP
39	Lyman Street	Main Street	Heard Street		Signal
40	Lyman Street	School Street			STOP
41	Lyman Street	Summer Street			Signal
42	Linden Street	Main Street	Ellison Park		Signal
43	Warren Street	Main Street	Gore Street		Signal
44	Main Street	Jones Road			Signal
45	Main Street	Stow Street	Tower Road (PVT)		Signal
46	Main Street	Eddy Street	Bank of America Drive (PVT)		Signal
47	Main Street	Prospect Hill Road	Marketplace Drive (PVT)		Signal
48	Main Street	Weston Street	South Street		Signal
49	Main Street	Prospect Street	Hammond Street		Signal
50	Main Street	Fiske Street	Harvard Street		STOP
51	Main Street	Exchange Street	Daniels Court (PVT)		Signal
52	Main Street	Moody Street	Common Street		Signal
53	Main Street	Elm Street	Church Street		Signal
54	Main Street	Appleton Street			Signal
55	Main Street	Newton Street	Craven Circle (PVT)		Signal
56	Main Street	Willow Street			Signal
57	Main Street	Gore Street	Barbara Road		Signal
58	Weston Street (MHD)	Cedarwood Avenue	Tavern Road (West)		Signal
59	Weston Street (MHD)	Tavern Road (East)			Signal
60	Weston Street	Eddy Street	Cabot Street		Signal
61	South Street	Wheelock Road	Stanley Elementary School		Signal
62	South Street	Highland Street			STOP
63	South Street	Bedford Street			Signal
64	South Street	Charles Street			STOP
65	South Street	Vernon Street			Signal
66	Columbus Avenue	School Street	Hammond Street		Signal
67	School Street	Common Street			Signal
68	Prospect Street	Crescent Street	Maple Street		Signal
69	Prospect Street	Highland Street	Felton Street		Signal

Waltham Traffic Counts

	Primary Streets	Intersecting Street 1	Intersecting Street 2	Intersecting Street 3	Control
70	Prospect Street	Charles Street			Signal
71	Prospect Street	Russell Street			Signal
72	Charles Street	Moody Street			STOP
73	Felton Street	Moody Street	Carter Street		Signal
74	Moody Street	Crescent Street	Derby Street		Signal
75	Moody Street	Maple Street	High Street		Signal
76	Moody Street	Crescent Street	Pine Street		Signal
77	Carter Street	Elm Street			Signal
78	Elm Street	River Street			STOP
79	River Street	Newton Street			Signal
80	River Street	Bright Street			Signal
81	River Street	Willow Street			Signal
82	River Street	Seyon Street	Farwell Street		Signal
83	Newton Street	High Street			Signal
84	Newton Street	Pine Street			Signal
85	Newton Street	Calvary Street	Benefit Street		STOP
86	Newton Street	Grove Street			STOP
87	Grove Street	Willow Street			Signal
88	Grove Street	Gore Street	Seyon Street		STOP
89	Maple Street	Adams Street			Signal
90	High Street	Lowell Street			Signal
91	Calvary Street	Farwell Street	North Street (in Newton)		STOP

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 seal, 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)

PRICE SHEET

My company offers the following unit price inclusive of all the expenses, installation, delivery, training etc. as described in the specifications of this document for the

Price for Count 1 \$ _____

Price for Count 2 \$ _____

= Total Price \$ _____

Company: _____

Authorized Signature: _____

Print Name: _____

Phone Number: _____

Date: _____, E-mail: _____