



**Delaware Department  
of Transportation**

Contract Administration  
800 South Bay Road  
Dover, Delaware 19901

**State of Delaware**

Bluetooth Travel Time Reader System

**Invitation to Bid  
Contract No. DOT1231-BLUTTH\_RDR**

**OCTOBER 26, 2012**

**- *Deadline to Respond* -  
NOVEMBER 20, 2012  
2:00 PM LOCAL TIME**

**CONTRACT NO. DOT1231-BLUTTH\_RDR**

**ALL BIDDERS:**

The enclosed packet contains an "INVITATION TO BID" for BLUETOOTH TRAVEL TIME READER SYSTEM. The invitation consists of the following documents:

**INVITATION TO BID - CONTRACT NO. DOT1231-BLUTTH\_RDR**

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS and SPECIFICATIONS
- 3 TECHNICAL SPECIFICATIONS
- 4 BID QUOTATION REPLY SECTION
  - A – BID FORMS
  - B – NO BID REPLY FORM
  - C - NON-COLLUSION STATEMENT AND ACCEPTANCE
  - D – SUBCONTRACTOR INFORMATION FORM
  - E – BUSINESS REFERENCES FORM
  - F – ITB EXCEPTIONS
  - G – CONFIDENTIAL INFORMATION FORM
  - H - OFFICE OF SUPPLIER DIVERSITY CERTIFICATION APPLICATION

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by **NOVEMBER 20, 2012 at 2:00 PM LOCAL TIME.**

**Bids shall be submitted to:**

**STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION  
Contract Administration  
800 South Bay Road  
Dover, Delaware 19901**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Contract Administration at 302-760-2031 or email [dot-ask@state.de.us](mailto:dot-ask@state.de.us) .

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

**CONTRACT ADMINISTRATION**

DEFINITIONS  
AND  
GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

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**DEFINITIONS**

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**STATE**: The State of Delaware

**AGENCY**: State Agency as noted on cover sheet.

**DeIDOT**: Delaware Department of Transportation

**BID INVITATION**: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**BIDDER OR VENDOR**: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**BIDDER'S DEPOSIT**: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to the bidder.

**BOND**: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

**CENTRAL CONTRACT**: A contract intended to be managed by Office of Management and Budget (GSS) on behalf of multiple agencies procuring the same (or similar) material or non-professional service.

**CONTRACT**: The written agreement covering the furnishing and delivery of material or work to be performed.

**CONTRACTOR**: Any individual, firm, or corporation with whom a contract is made by the Agency.

**DESIGNATED OFFICIAL**: The agent authorized to act for the Agency.

**GENERAL PROVISIONS**: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

**LOCAL TIME**: Eastern Standard Time/Eastern Daylight Time

**PROPOSAL**: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

**SPECIAL PROVISIONS**: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**SURETY**: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

**VENDOR**: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

## SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, any quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

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7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with its proposal a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

**STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION  
CONTRACT ADMINISTRATION  
800 SOUTH BAY ROAD  
DOVER, DELAWARE 19901**

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

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**12. WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

**13. PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

**14. PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

**15. DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

**16. ADDENDA TO THE ITB:**

If it becomes necessary to revise any part of this ITB, revisions will be posted at <http://bids.delaware.gov/>. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

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**SECTION B - AWARD AND EXECUTION OF CONTRACT**

**1. CONSIDERATION OF BIDS:**

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

**2. MATERIAL GUARANTY:**

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

**3. CONTRACT AWARD:**

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

**4. EXECUTION OF CONTRACT:**

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

**5. REQUIREMENT OF CONTRACT BOND:**

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

**6. WARRANTY:**

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

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7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the DEPARTMENT OF TRANSPORTATION, CONTRACT ADMINISTRATION acting for all participating agencies.

8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

The successful bidder's shall be required to advise the DEPARTMENT OF TRANSPORTATION, CONTRACT ADMINISTRATION of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

12. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

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**SECTION C - GENERAL**

**1. AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

**2. LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

**3. PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

**4. PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

**5. EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

**6. TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly

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that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **BID EVALUATION AND AWARD:**

The DEPARTMENT OF TRANSPORTATION, CONTRACT ADMINISTRATION will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the DEPARTMENT OF TRANSPORTATION, CONTRACT ADMINISTRATION in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

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**SECTION D - EQUAL OPPORTUNITY**

**1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

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CONTRACT NO. DOT1231-BLUTTH\_RDR  
BLUETOOTH TRAVEL TIME READER SYSTEM

**SPECIAL PROVISIONS**

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Bluetooth Travel Time Reader System requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

2. **MANDATORY USE CONTRACT:**

**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by CONTRACT ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

3. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for five (5) years from the date of the fully executed contract with no renewal periods.

4. **PRICES:**

Prices shall remain firm for the term of the contract.

Vendors who have been awarded similar contracts through a competitive bidding process with a cooperative are welcome to submit the cooperative pricing for this solicitation.

5. **PRICE ADJUSTMENT:**

During the initial term of the contract the Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

6. **COOPERATIVES:**

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

7. **SHIPPING TERMS:**

F.O.B. destination; freight pre-paid.

8. **QUANTITIES:**

Revised: 6/29/2012 jms

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The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract. If available, prior contract utilization may be viewed at <http://contracts.delaware.gov/>.

9. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

10. **BID BOND REQUIREMENT:**

Bid Bond Waived.

11. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived

12. **MANDATORY INSURANCE REQUIREMENTS:**

a. Certificate of Insurance and/or copies of insurance policies for the following:

- 1) As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.
  - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.  
and
  - b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.  
or
  - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.  
or
  - d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
- 2) Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- 3) Forty-five (45) days written notice of cancellation or material change of any policies is required.

**Administrator, CONTRACT ADMINISTRATION  
Contract No. DOT1231-BLUTTH\_RDR  
DEPARTMENT OF TRANSPORTATION  
800 SOUTH BAY ROAD  
DOVER, DELAWARE 19901**

**Note: The State of Delaware shall not be named as an additional insured.**

13. **BASIS OF AWARD:**

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CONTRACT ADMINISTRATION shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

CONTRACT ADMINISTRATION reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

**14. STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful vendor shall either furnish CONTRACT ADMINISTRATION with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

**15. HOLD HARMLESS:**

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

**16. OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

**17. NON-PERFORMANCE:**

In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

**18. FORCE MAJEURE:**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

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**19. CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

**20. EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this ITB. CONTRACT ADMINISTRATION shall evaluate each exception according to the intent of the terms and conditions contained herein, but CONTRACT ADMINISTRATION must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

**21. MANDATORY USAGE REPORT:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders.

A Monthly Usage Report (first report shown immediately following this section) shall be furnished on the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The Monthly Usage Reports shall be submitted electronically in EXCEL and sent as an attachment to [vendorusage@state.de.us](mailto:vendorusage@state.de.us). It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses..., the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority, woman, or veteran owned business (Diversity Supplier) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, or veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this Subcontracting 2<sup>nd</sup> Tier report is found below (and shown as the second report immediately following this section).

Subcontracting 2nd tier reports shall be submitted to the contracting Agency's Supplier Diversity Liaison found at [http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe\\_liasions.xls](http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liasions.xls) and the OMWBE at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.



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**State of Delaware**

**Subcontracting (2nd tier) Quarterly Report**

<b>State of Delaware</b>																			
<b>Subcontracting (2nd tier) Quarterly Report</b>																			
<b>Prime Name:</b>							<b>Report Start Date:</b>												
<b>Contract Name/Number</b>							<b>Report End Date:</b>												
<b>Contact Name:</b>							<b>Today's Date:</b>												
<b>Contact Phone:</b>							*Minimum Required		Requested detail										
Vendor Name*	Vendor TaxID*	Contract Name/Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid		

**Note:** A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: [contracting@state.de.us](mailto:contracting@state.de.us).

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**22. BUSINESS REFERENCES:**

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

**DO NOT USE STATE OF DELAWARE PERSONNEL AS REFERENCES.**

**23. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**24. BILLING:**

**The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.**

**25. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**26. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by CONTRACT ADMINISTRATION to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

**27. OPPORTUNITY BUYS:**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See [http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\\_buy\\_flowchart.pdf](http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf). The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

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**28. I FOUND IT CHEAPER:**

Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See [http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\\_buy\\_found\\_cheaper\\_flowchart.pdf](http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_found_cheaper_flowchart.pdf). The Director will afford any Vendor on an existing central contact an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

**29. BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, DEPARTMENT OF TRANSPORTATION, CONTRACT ADMINISTRATION. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov/w9.shtml>.

**30. CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

**31. PERSONNEL:**

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

**32. LIFE CYCLE COSTING:**

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

**33. ENVIRONMENTAL PROCUREMENT REQUIREMENTS:**

- a. Energy Star - If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Contractor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

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- b. Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Contractors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).
- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found:  
<http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

**31. TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

**32. TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

**33. AUDIT ACCESS TO RECORDS:**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**34. VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under

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the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

**35. ELECTRONIC CATALOG:**

The successful vendor(s) may be required to submit their items list in electronic format designated by the State.

Note: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Electronic catalogs
- Commodity/classification code: United Nations Standard Products and Services Code (UNSPSC).
- A unique item ID for all items in our system

The state has made the determination to include the requirement in this contract for two reasons:

1. To find out what vendors can offer.
2. To give the agencies and school districts a level of comfort in using electronic catalogs.

**36. SUBCONTRACTS:**

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment E) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the ITB and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

**If a company elects to be a subcontractor for another vendor, the subcontractor may not independently bid on this solicitation.**

**37. CONFIDENTIALITY:**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

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Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the ITB number. The envelope must contain Attachment H describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment H should be completed by checking the appropriate box found at the top of the attachment.

**38. INFORMATION TECHNOLOGY REQUIREMENTS:**

The proposed solution must meet Delaware Department of Technology and Information (DTI) standards. DTI's IT standards are available on the Web at; <http://dti.delaware.gov/information/standards-policies.shtml>.

Application shall meet Federal standards for American Disability Act, section 508. Refer to W3C's Accessibility guidelines at; <http://www.w3.org/TR/WCAG10-HTML-TECHS/>.

## TECHNICAL SPECIFICATIONS

### PROJECT OVERVIEW

The Delaware Department of Transportation (DelDOT), hereafter called The Department, is making a request for bids to **supply all components to create a complete and fully operational Bluetooth Travel Time Reader (BTTR) system, including but not limited to field devices, control cabinets, all miscellaneous equipment and connections, operational software, software interface/Application Programming Interface (API), integration, testing, training, and warranty period** to support to The Department.

Bluetooth Travel Time Readers will make available to The Department the flexibility to monitor sections of Delaware's highway system for travel time data obtained from anonymous Bluetooth signals broadcast from mobile devices. BTTRs are one component of the statewide Integrated Transportation Management System (ITMS) initiative undertaken to provide for the safe and efficient management of the transportation system.

This work will involve supplying BTTRs over a five (5) year period. The BTTRs shall be capable of being controlled from The Department's Transportation Management Center (TMC) in Smyrna, DE and locally via the interface provided as part of the supplied BTTRs.

This Contract will include the BTTR system including the BTTR configurations as outlined in this Specification, including ancillary and miscellaneous equipment such as solar power, spare parts, training, maintenance, warranties, support, and documentation for an estimated forty (40) BTTR units. Each unit would become a point node within the travel time system for DelDOT. Nodes along a corridor would be defined as links within the travel time system for DelDOT. All the BTTR materials will be supplied by the Contractor and installed by DelDOT forces.

The Contractor shall provide one copy of the vendor's BTTR system remote data unit control software to control the BTTR system, as defined herein. All BTTRs shall be equipped with a standard 10/100 Base-T Ethernet port with RJ-45 connector to support the direct connection to The Department's communications network or a RS-232/RS-485 serial communications port to support CDMA communications, as defined herein. Test results and other documentation demonstrating the BTTR system performance and capabilities shall be provided.

Various requirements and responsibilities within the context of this project shall be assumed by The Department and the Contractor, as specified herein. All acceptance testing, testing documentation development and activities shall be performed by the Contractor (and witnessed by The Department), unless otherwise specified. Training for installation, operations and maintenance and replacement shall be provided by the Contractor.

## Bluetooth Travel Time Reader Assembly Technical Specifications

### 1. Description

This section describes the minimum requirements for the materials, design, quality assurance, and construction of a completely operational Bluetooth Travel Time Reader (BTTR) system to collect travel time data from field locations and to transmit that data to the DelDOT Transportation Management Center (TMC) for distribution and analysis. Unless otherwise stated, these requirements shall apply to all hardware and software components. Requirements applicable to a specific hardware component are described elsewhere in these Technical Specifications.

#### 1.1. Regulations and Codes

All electrical equipment shall conform to the standards of National Electrical Manufacturers Association (NEMA), National Fire Protection Agency (NFPA), National Electrical Safety Council (NESCC), Federal Communications Commission (FCC), and the Electronic Industries Association/Telecommunications Industry Association (EIA/TIA), where applicable.

All system wiring, conduit, grounding hardware, and circuit breakers shall be in conformance with the issue of the National Electrical Code in effect on the date of the bid. All electrical conductors shall be copper.

Whenever references are made in these provisions, they are considered to mean the code, ordinance, or standard that is in effect at the time of the bid advertisement.

#### 1.2. Reference Publications

The publications listed below, of the issue in effect on the date of the bid, form a part of these Technical Specifications to the extent referenced. The publications are referred to in the text by basic designation only. In the event of a conflict between the publications referenced and the detailed content of the Technical Specification sections that follow, the latter shall be considered a superseding requirement.

- 1) National Electrical Manufacturers Association (NEMA): Standards Publications/No. 250 Enclosures for Electrical Equipment (1000 Volts Maximum)
- 2) Electronics Industries Association (EIA/TIA):
  - a. EIA/TIA-485 Bus Electrical Characteristics of Generators and Receivers for Use in Balanced Digital Multipoint Systems
  - b. EIA/TIA-232 Interface between Data Terminal Equipment and Data Circuit Terminating Equipment Employing Serial Binary Data Interchange
  - c. EIA-359-A Colors for Color Identification and Coding
  - d. EIA-422-A Electrical Characteristics of Balanced Voltage Digital Interface Circuits

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- 3) Delaware DOT's Standard Specifications, 2001 or Latest Edition
- 4) National Electrical Code (NEC), 2005 or Latest Edition
- 5) Underwriters Laboratories (UL)
- 6) FCC Standard 47 CFR 15.247 and 1.1307

### **1.3. Reliability and Operational Stability**

The Contractor shall supply all necessary equipment and is to be inclusive of all parts and components necessary as part of this Technical Specifications to be a complete and fully operational BTTR system that provides accurate travel times with five (5) minutes of actual travel times, unless stated otherwise in these Technical Specifications. Compliance with these Technical Specifications pertaining to individual elements of the BTTR system does not in itself constitute compliance with the reliability and long-term operational stability of the complete BTTR system.

### **1.4. Delaware Department of Transportation Responsibilities**

Along with the requirements of this Contract and Special Provisions, The Department shall be responsible for:

- 1) Determining the location of the BTTR for field installations.
- 2) If required, providing a facility for pre-installation meeting and training.
- 3) Providing a contact person and location address for the delivery of the items.
- 4) Providing locations of existing infrastructure upon which BTTR equipment will be mounted. If existing infrastructure does not exist, The Department will be responsible for installing the infrastructure to properly deploy the BTTR system, such as installing concrete bases, steel strain poles, etc.
- 5) Performing visual inspections within ten (10) working days after delivery of the BTTR and/or associated equipment to verify that the materials and workmanship comply with the requirements of these Technical Specifications. Visual inspections shall be performed on all equipment to determine any physical defects such as cracking, scaling, and poor fastening of components.
- 6) Providing the communications equipment both at the TMC and at the BTTR site in the field.

*Please Note: The Contractor shall not be held accountable for delays in the testing procedures if the delays are due to The Department not having communications equipment or a communications service available. However, the Contractor shall be responsible for notifying The Department at least 30 days prior to scheduled testing to*

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*allow adequate time for purchase of the appropriate communications equipment and communications service (refer to Section 10.1.2, Communications System Test, subsection of the Project and System Acceptance Testing)*

- 7) Providing physical access to the TMC and any other related facilities or equipment as required by The Contractor.
- 8) Permanently affixing identification tags to the BTTR equipment and a unique engraved identification number on each BTTR cabinet.
- 9) Performing radio communication path studies, if required.
- 10) Approving or rejecting the Contractor's proposed Acceptance Test Plan (ATP). If rejected, The Department shall submit to a memorandum the Contractor detailing all issues for resolution.
- 11) Posting approval of the Contractor's ATP, The Department shall bear witness to the individual test procedures (outlined in the ATP). Upon satisfactory test results, The Department shall grant final acceptance of the BTTR system.

Upon the delivery, installation, and acceptance of each BTTR and/or associated equipment, The Department shall accept and assume responsibility for owning, operating, the BTTR and/or associated equipment.

### **1.5. Engineer Coordination**

The Department shall be responsible for contacting the Contractor in writing to schedule all on-site work related to the delivery, training, and testing of the BTTR system and/or associated equipment. The Contractor shall commence all work within ten (10) working days after formal provision of an individual Purchase Order by the Department.

### **1.6. Contractor Coordination**

The Contractor shall be required to coordinate with The Department to ensure the proper delivery of the BTTR system and other equipment as follows:

- 1) Develop an Acceptance Test Plan (ATP) (*Section 10 of these Technical Specifications*) for each BTTR configuration option and submit to the Department for review and approval.
- 2) Submission of Plans and Specifications in accordance with the Plans and Specifications requirements (*Section 7 of these Technical Specifications*).

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- 3) If requested by The Department, the Contractor shall attend a pre-installation meeting, at a facility and/or field location determined by The Department.
- 4) Contact the Department to arrange for delivery of the BTTR system and/or associated equipment.
- 5) Receive, inspect, and verify that all components of the BTTR system have been received. All equipment shall be examined by The Department to verify that the materials and workmanship comply with the requirements of this Contract and the Special Provisions. Visual inspections shall be performed on all equipment to determine any physical defects of components. If The Department discovers defective equipment, it shall be rejected and the Contractor shall be responsible for replacement of the defective equipment, at no additional cost to the Department. Inspection shall be performed within five (5) working days after delivery. Completion of the visual inspection does not in itself constitute compliance with the Technical Specifications.
- 6) If requested, the Contractor shall coordinate all installations of BTTR equipment as noted in this Specification with The Department.
- 7) Test the BTTR system to demonstrate that it operates in accordance with the ATP and the Specifications (*see Project and System Acceptance Testing, Section 10 of these Technical Specifications, for Acceptance Testing Requirements*).
- 8) If requested, the Contractor shall assist with the proper placement and installation/mounting of communications equipment, which is provided by The Department.
- 9) Provide training courses for System Installation Training, Operations Training and Maintenance and Replacement Training (*see Training, Section 8 of these Technical Specifications*).
- 10) Supply The Department a price list for recommended spare parts for the BTTR system. The Contractor shall be required to provide repair parts to The Department within fifteen (15) days after receipt of an approved purchase order, for a period of five (5) years from Contract execution. If the Contractor is unable to provide the required parts within the fifteen-day (15-day) limit, the Contractor may be considered in default of the Contract as outline in Subsection 102.12 of the Delaware DOT Standard Specifications.

## **2. Bluetooth Travel Time Reader (BTTR) Requirements**

Revised: 6/29/2012 jms

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Provide BTTR system and associated hardware to collect travel time and origin and destination data from field locations throughout the State and to transmit that data back to the TMC for distribution and analysis. The BTTR system and processing hardware shall be compatible and from the same manufacturer.

BTTRs are to read the Media Access Control (MAC) address of Bluetooth enabled cellular phones or other personal computing devices passing at each BTTR location. Data collected from travel time stations is then to be sent to a dedicated server for processing and distribution.

All BTTRs are to be located within new or existing ITS cabinets or as a stand-alone site and communicate via an Ethernet or a serial (RS-232/RS-485) connection. DelDOT will provide power directly from the cabinet or via an adjacent hardwired power source if available, as required. The Contractor shall provide internal battery power or solar power with battery backup, as required.

At the option of The Department, to be communicated prior to fabrication, the BTTR shall be powered with AC line voltage, internal batteries or solar power with battery backup, DC if installed in a standalone enclosure. Specifically, the Contractor shall have the following configuration options available depending on the installation environment:

- 1) AC 110V Power source and Ethernet or serial data connection – Item 1001
- 2) Solar powered with Battery backup and Ethernet or serial data connection (in NEMA 4+ enclosure) – Item 1002
- 3) DC 6-40V single slot rack-mountable detector card and Ethernet or serial data connection – Item 1003
- 4) Stand-alone battery operated unit and no data connection – Item 1004

### **3. Bluetooth Travel Time Reader (BTTR) Materials**

Ensure that all equipment, materials, components, and assemblies of the BTTRs conform to the manufacturer's requirements and recommendations.

Prior to commencing work on this item, the Contractor shall provide The Department with evidence of the BTTR system manufacturer having provided at least three successful detector installations of six or more sensors identical to the model proposed on limited access facilities or, as judged by The Department, installation experience of comparable complexity. The submittal shall include the names and phone numbers of users familiar with the installations.

The Contractor shall be required to supply materials for the BTTR system consisting of Bluetooth receivers/sensors, antennas, power supplies, mounting hardware, fasteners, cabling, connectors, enclosures, conduits, solar panels, communications interface which is to be integrated with the Bluetooth server (to be provided by the Department) and travel time processing software located at the TMC.

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The Contractor shall be required to supply the BTTR system with any other equipment that is needed for safe and reliable operation of the supplied device.

The Contractor shall warrant all BTTRs units and associated software, including COTS, MIBs and firmware for a period of two (2) years.

The Contractor shall be required to determine and provide any other equipment that is needed to provide a complete, functional, safe, and reliable BTTR assembly that will:

- 1) Provide the means to detect and identify Bluetooth wireless devices carried in vehicles along the instrumented route and delivering that data to the Bluetooth Server at the TMC.
- 2) Read the MAC address of Bluetooth devices and time-tag and communicate this data via the DeIDOT network connection to the Bluetooth server located at the TMC.
- 3) Encrypt all MAC addresses as collected from the field locations. Collected MAC addresses should not be stored on the Bluetooth server located at the TMC.
- 4) Measure travel time in both travel directions up to a minimum radius of 250 feet from the transmitter.
- 5) Operate on an unlicensed 2.4 GHz band using CSR Bluecore-4 or latest Bluetooth version. All equipment is to be backward compatible with earlier Bluetooth versions.
- 6) Provide Class 1 transceiver and directional antennas as approved by The Department.
- 7) Provide Ethernet or serial connectivity.
- 8) Provide integrated GPS to provide accurate time reference or as approved by The Department.
- 9) Provide a minimum match pair detection rate suitable to give accurate travel time data between BTTR station locations.
- 10) Provide local, on-board minimum storage of one (1) GB using a Micro SD or SD card technology, as required, that can be read by laptop computer.
- 11) Operate within NEMA TS-2 temperature and humidity conditions and ranges.
- 12) Install BTTRs as required to provide accurate data for the BTTR system.

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- 13) Provide a waterproof and dustproof small pole/structure mounted NEMA enclosure/cabinet for all transmitter/reader/antenna electronic components for locations where BTTR system equipment cannot be mounted in an existing cabinet.
- 14) Omni-directional antennas are to be mounted to outside of NEMA enclosure. Directional antennas may be proposed depending on location for review and approval by The Department.

#### **4. Solar Power**

The field equipment shall employ solar powered, regulated battery backed power for the sensor, controllers, and any other ancillary equipment. The capacity of the solar collector battery shall be sized by the Contractor to ensure a minimum of 7 days of storage (autonomy) for continuous operation conditions during the months of December and January between charge cycles due to inclement weather, temperature affects, and while not exceeding a 50 percent charge depth of discharge. All equipment including battery, regulator, and desulfanator shall be installed in a suitably sized NEMA 3R enclosure for roadside mounting. Storage batteries shall be sized accounting for an average wintertime temperature of 20 degrees F, and requiring that the maximum depth of discharge not exceed 50 percent. The solar installation shall provide remote power monitoring via XML or SNMP MIB accessible via the Ethernet/serial communications path. All solar power designs shall include a power regulator.

#### **5. Bluetooth Travel Time Reader (BTTR) Software**

The Contractor shall supply a complete BTTR software system, with an open architecture database (storage of Bluetooth reader data/records), reporting features, data schema, and data definitions. The core database shall support standard SQL and be MS-SQL, MySQL, or Oracle-database compliant. Communication software shall conform to the existing DeIDOT system and the Control Software and Protocol shall be addressed as stated in these Technical Specifications.

The Department shall use manufacturer supplied configuration software to perform detection zone fine tuning at each receiver location. The Contractor shall also supply to The Department three copies of the software with full documentation for use by maintenance personnel.

##### **5.1. Bluetooth Travel Time Reader (BTTR) Communications Software**

The BTTR system complying with these Specifications shall respond to any communications from The Department's existing central software using the requirements as defined herein.

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The complete BTTR software system shall:

- 1) Provide operational Bluetooth data processing support software to process and transmit the data collected by the BTTR system to the BTTR server.
- 2) This BTTR system is to include applications for configuration, maintenance, travel time, and origin and destination processing.
- 3) Include all API, documentation and testing, required to provide formatted communications for consumption by the TMC backend servers.
- 4) Include compliant software to meet and support the following minimum requirements:
  - a. Software for viewing travel time data in real time or post processed. Data processing is to include travel time, flow speed.
  - b. Loads, archives and process all sensor data in a web-based, user-friendly interface.
  - c. Provides input for additional attributes associated with the sensor stations as well as matched sensor pairs, referred to as segments.
  - d. Processes and filters sensor input data to remove anomalies and outliers. The data processing is to filter the following as needed to deliver the most accurate information: 1) Pedestrian, 2) Vehicular, 3) Smoothing, 4) Mean, and 5) Median. The software processing is to provide filtering to distinguish slow moving objects or stopped objects (pedestrians, bicycles, stopped vehicles, etc.) from moving traffic.
  - e. Match Bluetooth MAC address between designated pairs of sensor stations, applying statistical base filtering for the flagging of outliers.
  - f. Travel time data is to be statistically summarized in five-minute time intervals or as approved by The Department.
  - g. Capable of graphical display of travel time, speed, and detection rates.
  - h. Capable of providing origin and destination information as provided by each Bluetooth MAC address.
  - i. Raw data is to be available from the database server by specific search options.
  - j. Delivery of formatted data to the API for consumption by the TMC backend servers is to be provided as part of this item.
  - k. Historical travel time data from all travel time stations is to be stored by the system for a minimum of two (2) years.

## **5.2. Bluetooth Travel Time Reader (BTTR) Software Interfaces**

This Contract requires the BTTR system to be written in an open format database such that the Department can have read/write access for reports from an Oracle Database for each delivered BTTR, and delivery of the Contractor's commercial-off-the-shelf (COTS) central system software with unlimited license usage for DelDOT.

## **5.3. Integration with the ITMS System at the TMC**

The Department's TMC provides a central location to monitor the BTTR system. The TMC will utilize an existing communications network and an existing database to monitor and operate the BTTR system acquired under this Contract.

The Contractor shall be responsible for supplying the ordered BTTR system and/or associated equipment once executed by individual purchase orders. The ordered and installed BTTR system shall be able to be controlled via the communications system provided by The Department and using open, non-proprietary standards as defined in these Specifications. The Contractor shall be responsible for ensuring that all software applications supplied under this Contract shall incorporate a published open architecture API that can be accessed and utilized by both the supplied COTS and by DelDOT's integrated control system. Solar devices will provide SNMP MIB or XML status.

The Department's System Integrator (under separate contract) shall be responsible for developing and providing the appropriate software interface for the BTTR system into DelDOT's central system software. The Contractor shall supply the necessary information directly to The Department's System Integrator when The Department's System Integrator is ready to integrate the System into the TMC backend server software. The Contractor and The Department's System Integrator shall coordinate appropriate times and dates to accomplish this work, if appropriate, and notify The Department's Information Technology Manager who shall approve all such activity.

## **5.4. COTS Software Delivery**

The Contractor shall provide the complete manufacturer specific COTS central system software application sufficient to operate, control, and diagnose the delivered BTTR system, including any specific details relating to operations with the supplied type of BTTR and/or associated equipment. The COTS software shall be provided within twenty (20) business days after the request of The Department, or if not requested, within two (2) business days after delivery of the Contract items. The Contractor shall provide the COTS central system software application and/or installation files and instruction documentations sufficient for the System Integrator to establish control. The Contractor shall provide two (2) copies in electronic format of the COTS central system software. The Contractor shall provide the electronic COTS software in a format suitable for delivery on CD-ROM to The Department.

### **5.5. Bluetooth Travel Time Reader (BTTR) Software Configuration**

Software will be configured and installed on a server provided by The Department.

Configure and tune the software as required to provide a fully functional automatic travel time detection system according to the requirements contained herein.

Perform all testing in accordance with System Testing Procedures.

Configure the system to automatically publish travel real-time travel time reports and integrate via the Bluetooth server API for integration into the TMC backend system software.

### **6. Spare Parts**

The Contractor will submit with their bid proposal a price list for recommended spare parts for the BTTR systems and/or associated components. In addition, the Contractor shall specify a percentage discount from the list prices for all spare parts. Attached to the Bid Proposal Forms shall be the initial list prices for the spare parts as required below. All spares are to be identical to the installed components to enable The Department or its agent to readily replace defective components. The Department may review the suggested minimum stocked spare parts and cost estimates, and modify/negotiate the terms with the Contractor on those items.

All spare parts provided shall be newly manufactured and identical to the originally supplied equipment. If original placement parts are no longer available, all spares shall be a direct replacement for the original installed components.

The spare parts shall be provided as a complete assembly with all items necessary for replacement. The spare part replacement should not require any specialized tools; however if uncommon tools are necessary, those tools shall be provided with the spare parts.

The Contractor shall be required to provide repair parts to The Department within fifteen (15) working days after receipt of an approved purchase order.

For the duration of this Contract, when the Contractor discontinues or improves any spare parts or equipment, the Contractor shall submit an updated spare parts list including the list price for each item.

### **7. Plans and Specifications**

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Along with the requirements of the Bid Submission, the **Contractor shall submit for approval two (2) hard copies and one (1) PDF copy of catalog cuts, diagrams, shop drawings, schematics, and descriptions for all equipment required for delivery to The Department.** Descriptive literature should be adequate to determine if the equipment meets the requirements set forth in the Technical Specifications. Additionally, as part of the response to the individual Purchase Orders, the Contractor shall provide individual packages for different BTTR configurations if the ordered BTTR configuration has changed from the initially accepted Specification. The Contractor shall be required to provide an advanced written notification prior to any delivery of any BTTR, if modifications to a particular BTTR configuration previously approved require different spare parts. Regardless of this last requirement, updated documentation shall be provided by the Contractor for each delivered BTTR configuration.

*NOTE: The reason for this additional requirement is that The Department recognizes that vendors may improve BTTR configurations; however, The Department needs to have the correct and most up-to-date documentation for any purchased equipment.*

## **8. Training**

The Contractor shall submit a system training plan to The Department for review and approval within forty-five (45) working days after issuance of notice to proceed (NTP). Once the training plan is approved, the Contractor shall use it to provide formal system training to The Department's staff, prior to acceptance testing. This work is to provide The Department's personnel and/or its representative with BTTR system installation training, operations training, and maintenance and replacement training support programs including courseware, material, and services for the entire BTTR system.

The Contractor shall provide training on the proper installation, assembly, testing, disassembly, un-installation, operation, maintenance, support, replacement techniques, and safety for all operations for the complete BTTR system and/or associated equipment for each BTTR configuration option ordered.

The training requirements defined herein shall consist of, but not be limited to, furnishing ALL labor, materials, and transportation for the planning, organizing, and executing of training.

### **8.1. BTTR System Installation Training Requirements**

Two (2) BTTR System Installation Training sessions for as many as ten (10) people per session shall be provided by the Contractor for The Department's operations staff at a facility to be provided by The Department. The Department is responsible for scheduling the BTTR system Installation Training, and for designating the personnel to be trained. One (1) electronic copy of the training materials shall be submitted to The Department for review and approval at least thirty (30) days prior to conducting training program so that attendance of the staff can be coordinated.

The BTTR System Installation Training shall not only cover how to install and configure the various BTTR components, but also include all materials and manuals required to properly operate and

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maintain the complete BTTR system for BTTR installations, including demonstration of the system, procedures, operations, and equipment operations. The Contractor shall provide one (1) complete set of the training plan and schedule for The Department's approval prior to performing any training. The Contractor must provide an instructor at a location of The Department's choice to conduct "classroom" and "hands-on" training. The Contractor shall provide sufficient copies of training manuals for each participant use during the training program and for back-up (i.e., one (1) complete set of approved training materials to each participant). In addition, the Contractor shall submit one electronic copy of all final text-based workshop materials and visual aids to The Department. At a minimum, each BTTR System Installation Training course shall be conducted in a single day for four (4) hours of classroom/hands-on training. Bidders should assume that each training session will occur on separate days; however, The Department and the Contractor may be able to determine a more advantageous schedule. The first training course shall begin, at a minimum, immediately following the successful completion of the system performance test of the first BTTR configuration, and at additional time(s) as requested by The Department.

## **8.2. Operations Training Requirements**

Two (2) Operations Training sessions for up to ten (10) people per session shall be provided by the Contractor for The Department's operations staff at a facility to be provided by The Department. The Department is responsible for scheduling the Operations Training, and for designating the personnel to be trained. One (1) electronic copy of the training materials shall be submitted to The Department for review and approval at least thirty (30) days prior to conducting training program so that attendance of staff can be coordinated, and, as a minimum shall contain the following:

- 1) Basic operational procedures and instructions for field and remote operations
- 2) Software features
- 3) Equipment manuals
- 4) Preventative maintenance procedures
- 5) System and software troubleshooting

The Operations Training shall also include all materials and manuals for a complete demonstration of the system, procedures, operation, and equipment operation. This training shall stress the day-to-day operation of the complete BTTR system, its capabilities and troubleshooting techniques. The Contractor shall provide one (1) complete set of the training plan and schedule for The Department's approval prior to performing any training. The Contractor must provide an instructor at a location of The Department's choice to conduct "classroom" and "hands-on" training. The Contractor shall provide sufficient copies of training manuals for each participant use during the training program and for back-up (i.e., one (1) complete set of approved training materials to each participant). In addition, the Contractor shall submit one electronic copy of all final text-based workshop materials and visual aids to The Department. At a minimum, each Operations Training shall be conducted in a single day for four (4) hours of classroom/hands-on training. Bidders should assume that each training session will occur on separate days; however, The Department and the Contractor may be able to determine a more advantageous schedule. The first Operations Training course shall begin, at a minimum,

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immediately following the successful completion of the system performance test of the first BTTR configuration, and at additional time(s) as requested by The Department.

### **8.3. Maintenance and Replacement Training Requirements**

Two (2) Maintenance and Replacement Training follow-up training sessions for ten (10) people per session shall be provided by the Contractor for The Department's service technicians at a facility to be provided by The Department. The Department is responsible for scheduling the Maintenance and Replacement Training, and for designating the personnel to be trained. The training shall include all materials and manuals required for The Department to maintain and repair all field equipment. One (1) electronic copy of the training material consisting of complete schematics and maintenance manuals for all equipment shall be submitted to The Department for review and approval at least thirty (30) days before the training begins, and, as a minimum, shall contain the following:

- 1) Review of basic system configuration and operation
- 2) Review of preventative maintenance procedures
- 3) Review of system software troubleshooting procedures
- 4) Replacement technique training requirements
- 5) Theory of operation, circuit description
- 6) Calibration, alignment, and adjustment procedure for all BTTRs
- 7) Wiring diagrams
- 8) Complete schematics and sub-component part listing

The purpose of the training is to provide new Department employees as well as others with a refresher training course. The training shall include theory of operation, circuit description, preventative maintenance procedures, troubleshooting, field adjustments, and/or calibration of the BTTR and repair/replacement of all equipment. The Contractor shall provide one (1) complete set of approved training materials for each participant as directed by The Department. Participants shall retain their training materials after completion of the training. In addition, the Contractor shall submit one electronic copy of all final text-based workshop materials and visual aids to The Department. Each Maintenance and Replacement Training session shall be conducted in a single day for eight hours, four (4) classroom hours, and four (4) field hours.

## **9. Technical Assistance**

The Contractor shall provide a manufacturer-authorized service center staff to provide technical assistance and telephone support if needed. This office shall provide a phone number that can be contacted for this purpose and be available on-call Monday through Friday starting at 8:00 AM on

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Monday until 5:00 PM daily, Eastern Time for service calls and parts as needed. This service shall be provided within 4 hours after a call has been sent during the above hours. If a call has been sent during any other times, the return call shall be placed within 4 hours after 8:00 AM of the next working day (after a weekend or any Federal and State holidays).

## **10. Project and System Acceptance Testing**

The Contractor shall develop an Acceptance Test Plan (ATP) to ensure the BTTR system and/or associated equipment is fully operational and fulfills the requirements of the Project Specifications. The ATP shall be submitted to The Department for review and approval within sixty (60) working days after issuance of a Notice To Proceed (NTP). Any revisions requested by The Department for issues relating to the ATP compliance in fully testing the requirements of the Contract shall be resubmitted within ten (10) business days.

### **10.1. Bluetooth Travel Time Reader (BTTR) Acceptance Testing Plan (ATP)**

The BTTR system ATP shall cover all equipment items for a fully operational system shall include the following individual tests:

- 1) BTTR Component and System Testing
- 2) Communication System Test
- 3) BTTR System Unit Test (for additional units purchased after the initial installation)

The Department reserves the right to add/delete individual test to/from the ATP. The Contractor is only responsible to provide ATP documentation on the BTTR configurations, as described in the last paragraph of Section 2 of these Specifications, as well as the System Testing and Communication System Testing. However, for each additional BTTR installed after the initial integration, a Unit Test shall be performed, documented, and supplied to the Department for that BTTR configuration, and will be received upon Final Acceptance Test approval. Warranty periods shall begin on the date of the Final Acceptance Test for each individual BTTR configuration ordered (see *Warranties, Section 12*).

*Note: The intent of the ATP is to test, document, and prove the entire BTTR system is completely functional to the satisfaction of The Department and to meet the minimum requirements set forth in these Technical Specification. However, The Department recognizes it will not need to test/document the entire BTTR system for each additional BTTR configuration purchased, but rather only the functionality of the next individual purchased BTTR configuration (see BTTR System Unit Test, Section 10.1.3)*

#### **10.1.1. Bluetooth Travel Time Reader (BTTR) Component and System Testing**

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The purpose of the Component and System testing is to validate that all BTTR's have been installed, integrated, and configured properly. This will be demonstrated through the testing of the equipment in a local mode and at the TMC.

The Contractor, under supervision by The Department or its representative, shall conduct the individual component and system tests. The test results must be documented and the documentation delivered to The Department. Any failures during the testing process must be documented and then fixed by the Contractor and the test repeated. All retested components must be documented by the Contractor and delivered to The Department. Pay items are dependent on observed, successful documented test.

The Contractor shall provide all necessary testing equipment required to successfully complete all tests. The Contractor shall provide written verification to The Department that the equipment is properly calibrated and is in sound working order prior to conducting all tests. The Department reserves the right to examine and test any or all materials and equipment (including testing equipment) supplied by the Contractor for this project to determine if they meet the Project Specifications or to have a third party examine and test any or all materials and equipment (including testing equipment) supplied by the Contractor.

As a minimum, the test shall include:

- 1) Demonstration of remote and local operations
- 2) Demonstrate the ability to provide an accurate travel time between nodes and links, approved by DeIDOT, within five (5) minutes of actual travel times in both free flowing (at roadway posted speed) and congested traffic conditions (at ¼ posted speed).
- 3) Displaying Origin/Destination outputs, as requested by DeIDOT.
- 4) Demonstration of software functionality
- 5) Demonstration of compatibility with an Oracle, MS-SQL, or MySQL Database provided by The Department
- 6) Demonstration of all requirements contained in this Contract
- 7) Any additional testing to comply with the manufacturer's warranty requirements

The Department reserves the right to add/delete requirements. The Department shall have the option of asking the Contractor to provide The Department with a quotation for the additional requirements. If The Department approves the quotation, it shall issue a change order and the Contractor shall be required to demonstrate that the system fulfills the additional requirements. Testing shall be in accordance with the approved test plan documentation and shall be conducted in the presence of a Department representative. Testing shall not commence without the written consent of The Department.

Two (2) copies of a completed report of each test performed shall be submitted to The Department following completion of the test. The report shall include all actions and results and all failures and corrective actions or preventative measures taken including:

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- 1) Date and time on any malfunction, when and what response efforts commenced, and when the malfunction was restored to proper operating order
- 2) The nature of the malfunction
- 3) Equipment, at the component level, on which work was performed
- 4) The type of work performed to correct the identified defect or malfunction

If any of the items fail to meet the requirements of the Project Specifications or malfunctions during the test period, the sub-system and/or its components shall be repaired or replaced at no additional cost to The Department. Equipment that has failed or malfunctioned may be offered again for re-testing, providing that all defects that resulted in the initial failure or malfunction have been rectified by the Contractor and the detailed maintenance activity report has been approved by The Department. Re-testing of components that have failed or malfunctioned shall be at the discretion of The Department. Re-testing of any components shall commence from the initial test steps, and shall be re-tested until successfully completed.

In the event a failure or malfunction is the result of activities performed by The Department or its designated Contractors, power surges, or acts of nature, all testing shall be suspended until corrective actions are completed by The Department or its designated Contractors, which will allow for the continuation of proper testing. Upon the completion of corrective actions, the Contractor shall continue testing; beginning at the point the testing was terminated. All previously completed testing will not be required to be re-tested, unless a failure or malfunction is identified during the remainder of the testing.

If The Department identifies a particular component failure or malfunction pattern of the equipment, The Department may direct that the equipment or its components be replaced in its entirety without additional cost to The Department. All replaced equipment and components shall be re-tested to demonstrate their conformance with the Project Specifications.

### **10.1.2. Communication System Test**

The purpose of the Communication System test is to isolate and validate that the communications system transmitting the BTTR data from the field to the TMC is fully operational without error.

Upon delivery of the communication equipment, as provided by The Department and specified in this Contract, the Contractor shall work with The Department to obtain the communications system's configuration data which is able to communicate through an Ethernet or serial communications port, for a variety of communications platforms (e.g. CDMA, Wireless Ethernet).

*Please Note: The Contractor shall not be held accountable for delays in the testing procedures if the delays are due to The Department not having communications equipment or a communications service available. However, the Contractor shall be responsible for notifying*

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*The Department at least 30 calendar days prior to scheduled testing to allow adequate time for purchase of the appropriate communications equipment and communications service.*

After equipment configuration, the Contractor shall utilize the developed and accepted test plans to conduct a series of communication tests designed to prove that the communication equipment can properly carry and pass through all the BTTRs and associated system functions required to operate the system locally from the field location of the BTTR and remotely from the TMC to the BTTR (in the field). These communications tests shall include end-to-end bit error rate tests, data integrity tests, and other tests that demonstrate the proper operation of the provided communication equipment.

*Note: The Contractor shall not be held responsible for any problems associated with the communications system (equipment and/or service), which is provided by The Department.*

A test document, describing the means and methodology of the communications tests shall be presented to The Department for approval no later than thirty (30) calendar days prior to commencement of testing. Testing shall not commence until The Department has approved the testing plan. All testing procedures shall be documented as testing takes place. All test results shall be documented by the Contractor. Upon failure, the Contractor shall be responsible for the required remedial action and for retesting until the tests are passed.

When the Communications System Test Plan and actual testing has been completed, documented, and approved by The Department, as specified in these Technical Specifications, and when the communication link locally in the field and remotely from the TMC to the field have been demonstrated, documented, and accepted by The Department, this requirement shall be fulfilled. The Department may duplicate these tests at any future time and be able to obtain the same results.

### **10.1.3. Bluetooth Travel Time Reader (BTTR) System Unit Test**

Upon request by The Department through a purchase order, the manufacturer shall provide one (1) BTTR configuration unit of each item for testing.

- 1) The equipment submitted by a prospective Contractor shall be complete with all components called as per the Specifications. The Department will not initiate the evaluation of the equipment until all components are provided and the BTTR and /or associated equipment is complete as per the Specifications and ready for testing/evaluation. No partial submittals of the equipment shall be permitted, as defined in the Bid Proposal Forms of this Contract.
- 2) The technical evaluation by The Department will be for a period of forty-five (45) calendar days.
- 3) If the device submitted fails to perform for the complete 45 calendar day period, the Contractor will be notified by The Department, at which time, the Contractor shall make necessary repairs within seven (7) calendar days at no expense to The Department.

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- 4) The Department will have sole discretion in determining if there is substantial need to re-initialize or “restart” the evaluation period after repairs are performed by the Contractor.
- 5) If the device fails, as identified by The Department, the device will be disqualified from further consideration for the current Contract. All devices not meeting these requirements will be considered a non-compliance device and removed from the facility. No Department employee will be required to make any modifications for the manufacturer/vendor to the device while being evaluated.
- 6) The equipment will be physically examined by The Department and/or authorized representative to determine compliance with the Specifications.
- 7) BTTR units shall be fully charged when delivered.
- 8) BTTR Photovoltaic (Solar) panels will be disconnected from the battery source when delivered, if applicable.
- 9) BTTR units will be required to satisfactorily operate for a 10-day continuous traffic travel time data collection which collects data at a minimum of every 30 seconds.
- 10) The following documentation and Specification test results for the BTTR shall be supplied by the Contractor’s at the time of the Bid Submittal, and submitted with the Bid package. The attached documents shall include the following:
  - a. Auto-configuration documentation
  - b. Travel time accuracy data including analyses for :
    - i. Free flowing traffic
    - ii. Congested traffic
    - iii. Origin/Destination output
    - iv. Traffic with a lane roughly 10 feet beyond concrete Jersey-Type barriers
    - v. 20 foot and 250 foot lateral offset simultaneous tests
  - c. Average Speed accuracy test data
  - d. FCC CFR 47 Certification

**10.1.3. Final Acceptance Test**

Final Acceptance Testing shall be conducted when all the individual components of the Contractor’s approved ATP has been accepted, including the fully functional supplied and installed software system, and delivered to the satisfaction of The Department.

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The final acceptance test shall commence after delivery of the equipment and will be performed for each delivered BTTR configuration. When each test requirement of the BTTR system has successfully passed the requirements set forth in the ATP, along with the performance test criteria established in the Technical Specifications, the BTTR configuration under test shall be accepted by The Department. The Department shall inform the Contractor in writing that the BTTR configuration under testing has passed the test.

Additionally, each BTTR configuration shall be exposed to a final acceptance test period of thirty (30) calendar days. In the event of a malfunction, the final acceptance test period shall be terminated. The Contractor shall respond to malfunctions within 24 hours of identification and notification by The Department. The Contractor shall be responsible for restoring systems, sub-systems, or sub-system components to a fully functional and operational order within five (5) calendar days from the notification at no additional cost to The Department. Failure to do so shall extend the final acceptance test period by an amount equal to the period that the equipment is malfunctioning beyond the specified five (5) calendar days. However, the 30 calendar day test period shall be re-started from the test day that the BTTR configuration failed.

To accommodate unusual circumstances, a written request for an extension of the five (5) day response period with justification shall be forwarded to The Department for approval. Delivery time for replacement parts shall not be accepted as justification for an unusual circumstance. The replacement of any item or part shall result in the complete re-testing of the appropriate on-site stand-alone tests at no additional cost to The Department.

## **11. Warranty**

### **11.1. System Service Operation Warranty**

The following service operation warranty shall apply:

- 1) A service operation warranty period shall be provided for two (2) years on both the mechanical components and on the electrical components of the complete BTTR system.
- 2) These periods start from the date an entire BTTR system and associated equipment has been fully accepted by The Department by the requirements of *“Project and System Acceptance Testing”*, Section 10 of these Technical Specifications.
- 3) The service operations warranty period shall apply to the entire BTTR system and associated equipment and shall include replacement of any part used during the service operations period at no cost to The Department. This shall include all parts and labor for the successful vendor to visit the location of the BTTR and/or associated equipment (regardless of the current location within the State of Delaware) and to perform any replacement or repair activities.

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- a. The vendor shall acknowledge any warranty claims within 2 days receipt of an e-mailed warranty claim, either in writing or via e-mail.
  - b. If the vendor or The Department determine (only one party shall be required to determine this need) that on-site assistance is necessary to fix a problem, a trained vendor-provided technician shall be dispatched within 48 hours to the location of the BTTR and/or associated equipment in question. The 48 hours shall begin when the written or e-mail request is made.
  - c. If the vendor and The Department mutually determine that The Department can make a particular repair but a part is needed (i.e., not existing in The Department's spare part collection), this part shall be sent via FedEx and arrive at The Department's Smyrna TMC within 48 hours after the determination has been made.
- 4) Within the two (2) year service operations warranty period, The Department reserves the right to require the replacement of the whole BTTR Unit and/or associated equipment under the following circumstances:
- a. If one particular component fails on the same BTTR Unit and/or associated equipment within a period of 3 months, the whole BTTR Unit and/or associated equipment shall be repaired or replaced without any costs to The Department.
  - b. If several different components fail on the same BTTR Unit and/or associated equipment within a period of 3 months, the whole BTTR Unit and/or associated equipment shall be repaired or replaced without any costs to The Department.
- 5) If the provision of replacement parts requires more time, the Contractor shall inform The Department immediately with a corresponding timetable.
- 6) The Contractor shall bear the cost of transporting the equipment both to and from the site as well as any labor and other direct costs to perform these activities.

**MEASUREMENT AND PAYMENT**

The Special Provisions and Technical Specifications within this Contract define the BTTR system along with miscellaneous equipment including spare parts. In addition, Training, Maintenance, Warranties, Support, Plans, Specifications and Documentation for the BTTR and associated equipment and items necessary for the successful supplying the materials for a complete BTTR system, as outlined within this Contract, the Special Provisions and Technical Specifications will be

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provided to The Department by the Contractor as defined within this Contract, and measured and paid for as defined herein.

Measurement of the individual items of this Contract shall be made on the actual number of each item, as defined below, delivered complete as specified and accepted to the satisfaction of The Department.

The accepted unit pay quantities shall be paid for at the applicable contract unit price per unit set forth in the bid proposal from schedule. Payment shall be made on individual items after the items have been completed and accepted by The Department.

Items 1001, 1002, 1003, 1004, 2001, 3001, 4001, 5001, and 6001 comprise the base bid. The Bidder shall specify a unit price for each item. **Failure to specify a unit price bid for each item will result in the Bid Proposal being declared irregular and shall be rejected as non-responsive.**

**ITEM 1001 – SUPPLY BLUETOOTH TRAVEL TIME READER**

Description:

This item shall consist of supplying to The Department all the materials to install a fully operational Bluetooth Travel Time Reader (BTTR) that utilizes Ethernet or serial communications and meets all performance, operation, and reliability standards in this Contract. This shall include, but not be limited to, the Bluetooth receiver, antenna, cables, mounting hardware, hardware and software interfaces, and miscellaneous equipment as specified. The item shall include supplying all necessary training such that DelDOT forces can provide proper labor and materials to independently install the BTTR.

Method of Measurement and Basis of Payment:

Payment for this item shall be made at the Contract unit bid price for “Supply Bluetooth Travel Time Reader (BTTR),” and shall include full compensation for providing all materials, transportation, storage, and other incidentals necessary to supply the equipment and comply with the Project Technical Specifications. The Contractor shall be responsible within this payment item to provide a table of mounting height guide lines and supply The Department with all satisfactory testing results, defined in the Contractor’s Acceptance Test Plan, as well as warranties, documentation, standards, and certifications as specified in this Contract’s Technical Specifications. Training for the BTTR system shall be paid for under a separate bid item. Communications equipment will be provided by The Department, but the Contractor shall accommodate these inclusions.

The Contractor shall be paid one-hundred percent (100%) of the accepted Contract unit bid price for each Supplied Bluetooth Travel Time Reader after successful completion and submission of item requirements necessary to supply The Department with BTTRs are met, as specified within this Contract.

**ITEM 1002 – SUPPLY BLUETOOTH TRAVEL TIME READER (SOLAR)**

Description:

This item shall consist of supplying to The Department all the materials to install a fully operational solar powered Bluetooth Travel Time Reader (BTTR) that utilizes Ethernet or serial communications and meets all performance, operation, and reliability standards in this Contract. This shall include, but not be limited to, the Bluetooth receiver, antenna, cables, mounting hardware, solar panels, enclosures, hardware and software interfaces, power supplies, and miscellaneous equipment as specified. The item shall include supplying all necessary training such that DelDOT forces can provide proper labor and materials to independently install the BTTR.

Method of Measurement and Basis of Payment:

Payment for this item shall be made at the Contract unit bid price for “Supply Bluetooth Travel Time Reader (Solar),” and shall include full compensation for providing all materials, transportation, storage, and other incidentals necessary to install the equipment and comply with the Project Technical Specifications. The Contractor shall be responsible within this payment item to provide a table of mounting height guide lines and supply The Department with all satisfactory testing results, defined in the Contractor’s Acceptance Test Plan, as well as warranties, documentation, standards, and certifications as specified in this Contract’s Technical Specifications. Training for the BTTR system shall be paid for under a separate bid item. Communications equipment will be provided by The Department, but the Contractor shall accommodate these inclusions.

The Contractor shall be paid one-hundred percent (100%) of the accepted Contract unit bid price for each Supplied Bluetooth Travel Time Reader (Solar) after successful completion and submission of item requirements necessary to supply The Department with BTTRs are met, as specified within this Contract.

**ITEM 1003 – SUPPLY BLUETOOTH TRAVEL TIME READER (DETECTOR CARD)**

Description:

This item shall consist of providing to The Department all the materials to install a fully operational Bluetooth Travel Time Reader (BTTR) that utilizes Ethernet or serial communications, mounts in a cabinet's detector card rack and meets all performance, operation and reliability standards in this Contract. This shall include, but not be limited to, the Bluetooth receiver, antenna, cables, mounting hardware, hardware and software interfaces, and miscellaneous equipment as specified. The item shall include supplying all necessary training such that DelDOT forces can provide proper labor and materials to independently install the BTTR.

Method of Measurement and Basis of Payment:

Payment for this item shall be made at the Contract unit bid price for "Supply Bluetooth Travel Time Reader (Detector Card)," and shall include full compensation for providing all materials, transportation, storage, and other incidentals necessary to install the equipment and comply with the Project Technical Specifications. The Contractor shall be responsible within this payment item to provide a table of mounting height guide lines and supply The Department with all satisfactory testing results, defined in the Contractor's Acceptance Test Plan, as well as warranties, documentation, standards, and certifications as specified in this Contract's Technical Specifications. Training for the BTTR system shall be paid for under a separate bid item. Communications equipment will be provided by The Department, but the Contractor shall accommodate these inclusions.

The Contractor shall be paid one-hundred percent (100%) of the accepted Contract unit bid price for each Supplied Bluetooth Travel Time Reader (Detector Card) after successful completion and submission of item requirements necessary to supply The Department with BTTRs are met, as specified within this Contract.

**ITEM 1004 – SUPPLY BLUETOOTH TRAVEL TIME READER (STAND-ALONE)**

Description:

This item shall consist of providing to The Department all the materials to install a fully operational stand-alone Bluetooth Travel Time Reader (BTTR) that meets all performance, operation and reliability standards in this Contract. This shall include, but not be limited to, the Bluetooth receiver, antenna, cables, mounting hardware, hardware and software interfaces, enclosures, power supplies, and miscellaneous equipment as specified. The item shall include supplying all necessary training such that DelDOT forces can provide proper labor and materials to independently install the BTTR.

Method of Measurement and Basis of Payment:

Payment for this item shall be made at the Contract unit bid price for “Supply Bluetooth Travel Time Reader (Stand-Alone),” and shall include full compensation for providing all materials, transportation, storage, and other incidentals necessary to install the equipment and comply with the Project Technical Specifications. The Contractor shall be responsible within this payment item to provide a table of mounting height guide lines and supply The Department with all satisfactory testing results, defined in the Contractor’s Acceptance Test Plan, as well as warranties, documentation, standards, and certifications as specified in this Contract’s Technical Specifications. Training for the BTTR system shall be paid for under a separate bid item. Communications equipment will be provided by The Department, but the Contractor shall accommodate these inclusions.

The Contractor shall be paid one-hundred percent (100%) of the accepted Contract unit bid price for each Supplied Bluetooth Travel Time Reader (BTTR) after successful completion and submission of item requirements necessary to supply The Department with BTTRs are met, as specified within this Contract.

**ITEM 2001 – BLUETOOTH TRAVEL TIME READER SYSTEM APPLICATION SOFTWARE**

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

Description:

This item shall consist of supplying, installing, and configuring the Bluetooth Travel Time Reader (BTTR) System Application Software on a DelDOT formatted computer and/or server including, but not limited to, the procurement of BTTR system Application Software with procurement of software licenses for the subject installation as specified. The complete BTTR system Application Software shall contain software components, as described within these Technical Specifications, which require integration with an existing SQL, MS-SQL, or MySQL compliant Oracle Database.

Method of Measurement and Basis of Payment:

Payment for this item shall be made at the Contract unit bid price for "Supply and Install Bluetooth Travel Time Reader System Application Software" after successful completion and submission of item requirements necessary to supply The Department with the application software are met, as specified within this Contract.

**ITEM 3001 – BTTR SYSTEM INSTALLATION TRAINING PROGRAM FOR ITEM 1001, 1002, 1003,  
and 1004**

Description:

This item shall cover all costs associated with the preparation and implementation of the BTTR system Installation Training Program specified as part of these Technical Specifications. The work shall include but not be limited to supplying ALL necessary labor, materials, and transportation for the planning, organization, and executing of training for operations for the complete BTTR system and/or associated equipment for each BTTR configuration ordered.

Method of Measurement and Basis of Payment:

The payment for this item shall be made at the Contract unit bid price for each “Prepare and Implement BTTR system Installation Training Program”, and shall include full compensation for providing all necessary labor, materials, and transportation for the planning, organization, and executing of training for operations, along with training on the proper installation, assembly, testing, disassembly, un-installation, transportation handling, operations, support, and safety of all operations for the complete BTTR system and/or associated components for each BTTR configuration ordered.

One (1) electronic copy of the BTTR system Installation Training Program manual shall be submitted to The Department at least thirty (30) days before the training begins, and shall contain at a minimum the basic operational procedures and instructions for the field and remote operations, software features, equipment manuals, preventative maintenance procedures, and system and software troubleshooting. At least one (1) copy of this manual shall be provided for up to ten (10) trainees on the day of the training course. This training shall also include all materials and manuals required for a complete demonstration of the system, procedures, operation, and equipment operation, as well as all other items described within the training requirements of these Technical Specifications.

Upon completion of two (2) BTTR system Installation Training Programs, payment shall be one-hundred percent (100%) of the accepted Contract unit bid price for each BTTR system Installation Training Program offered, as completed to the satisfaction of The Department by the terms set forth in this Contract.

**ITEM 4001 – OPERATIONS TRAINING FOR ITEM 1001, 1002, 1003 and 1004**

Description:

This item shall cover all costs associated with the preparation and implementation of the Operations Training Program specified as part of these Technical Specifications. The work shall include but not be limited to supplying ALL necessary labor, materials, and transportation for the planning, organization, and executing of training for operations for the complete BTTR system and/or associated equipment for each BTTR configuration ordered.

Method of Measurement and Basis of Payment:

The payment for this item shall be made at the Contract unit bid price for each “Prepare and Implement Operations Training Program”, and shall include full compensation for providing all necessary labor, materials, and transportation for the planning, organization, and executing of training for operations, along with training on the proper installation, assembly, testing, disassembly, un-installation, transportation handling, operations, support, and safety of all operations for the complete BTTR system and/or associated components for each BTTR configuration ordered.

One (1) electronic copy of the Operations Technique Training Program manual shall be submitted to The Department at least thirty (30) days before the training begins, and shall contain at a minimum the basic operational procedures and instructions for the field and remote operations, software features, equipment manuals, preventative maintenance procedures, and system and software troubleshooting. At least one (1) copy of this manual shall be provided for up to ten (10) trainees on the day of the training course. This training shall also include all materials and manuals required for a complete demonstration of the system, procedures, operation, and equipment operation, as well as all other items described within the training requirements of these Technical Specifications.

**ITEM 5001 – MAINTENANCE AND REPLACEMENT TRAINING PROGRAM FOR ITEM 1001, 1002,  
1003 and 1004**

Description:

This item shall cover all costs associated with the preparation and implementation of the Maintenance and Replacement Training Program specified as part of these Technical Specifications. The work shall include but not be limited to supplying ALL necessary labor, materials, and transportation for the planning, organization, and executing of training for operations for Maintenance and Replacement Training for the complete BTTR system and/or associated equipment for each BTTR configuration ordered.

Method of Measurement and Basis of Payment:

The payment for this item shall be made at the Contract unit bid price for each “Prepare and Implement Maintenance and Replacement Training Program”, and shall include full compensation for providing all necessary labor, materials, and transportation for the planning, organization, and executing of training for operations, along with maintenance and replacement training on the proper operations, support, and safety of all operations for the complete BTTR system and/or associated components for each BTTR configuration ordered.

One (1) electronic copy of the Maintenance and Replacement Training Program manual shall be submitted to the Department at least thirty (30) days before the training begins, and shall contain at a minimum the basic system configuration and operation, review of preventative maintenance procedures, review of system and software troubleshooting procedures, replacement technique training requirements, theory of operation, circuit description, calibration, alignment, and adjustment procedures for all BTTRs, wiring diagrams, and complete schematics, and sub-component part listing. At least one (1) copy of this manual shall be provided for up to ten (10) trainees on the day of the training course. This training shall also include all materials and manuals required for a complete demonstration of the system, procedures, operation, and equipment operation, as well as all other items described within the training requirements of these Technical Specifications.

**ITEM 6001–TECHNICAL ASSISTANCE AND TELEPHONE SUPPORT**

Description:

This item shall consist of providing to The Department a manufacturer-authorized service center staff to provide Technical Assistance and Support for the BTTR systems outlined within this Contract, if needed.

Method of Measurement and Basis of Payment:

The successful bidder shall have manufacturer trained vendor-provided technical personnel to assist the Contractor in the event assistance is needed at each/any BTTR deployment site for installation, operation, maintenance, and replacement techniques of the BTTRs and/or associated equipment, for as long as The Department utilizes these BTTR systems and/or associated equipment. Technical Assistance and Support shall be procured on an annual basis. The Department shall reserve the right to extend or discontinue this Technical Assistance agreement on an annual basis.

Payment for this item shall be paid by The Department to the Contractor for each hour of service provided to The Department. Service and available on-call assistance shall be available during normal Department working hours, Monday through Friday, 8:00 AM until 5:00 PM daily, Eastern Time for service calls and parts as needed.

**ITEM 7001– SPARE PARTS LIST**

Description:

This item shall consist of supplying to The Department a list of Spare Parts including quantities and cost estimates for the BTTR system configurations specified within this Contract. The Contractor shall provide to The Department an inventory of all suggested minimum stocked parts that should be kept on hand in the parts room for each of the radios, access points and antennas, including all associated equipment, and other components necessary for a fully functional system. Spares shall be calculated on the quantity of BTTRs as indicated on the bid proposal form, with all associated equipment specified within this Contract, the Special Provisions, and the Technical Specifications.

The spare parts shall be provided as a complete assembly with all items necessary for replacement. The spare part replacement should not require any specialized tools; however, if uncommon tools are necessary, those tools shall be provided with the spare parts list.

Method of Measurement and Basis of Payment:

In conjunction with the Bid Submission, the **Contractor shall submit to the Department with the Bid Package all suggested minimum stocked spare parts as described above** and within this Contract and the Special Provisions. The **Contractor shall provide a discounted price from the manufacturers recommended spare parts list price** and shall be incidental with the Bid Submission. Items purchased from the spare parts list will be purchased under individual purchase orders. Price and quantities orders will be agreed upon by The Department and The Contractor from the approved spare parts list, or as negotiated at time of purchase between The Department and The Contractor. Upon final delivery of individual spare part purchase orders, payment shall be one-hundred percent (100%) for the delivery of the spare part(s) and all other associated appurtenances, as defined within this Contract and individual purchase orders.

## **APPENDIX A – Intellectual Property/Software Documentation and Ownership**

### ***Intellectual Property Rights***

The Contractor shall license all software provided as part of the Bluetooth Travel Time Reader (BTTR) System to The Department and all information on printed graphs, tables and reports from the BTTR shall be the property of The Department and may be used and/or distributed at The Department's discretion for its purposes as defined in Appendix A, Intellectual Property /Software Author Agreement.

The Contractor shall be required to submit a copy of Appendix A, Intellectual Property/Software Documentation and Ownership signed by an authorized officer of the firm, after the award of the Contract.

### ***Software Documentation***

The Contractor shall deliver to The Department all central system software executables used in this project to control the delivered BTTR system. The Contractor must deliver a statement giving The Department unrestricted use of this software within the State of Delaware.

Copies of the utilized firmware, i.e., the software running in the BTTR system, do not need to be provided. However, each BTTR configuration shall be provided with an operational description describing how to initialize the BTTR (including initialization of the communications), how to reboot the BTTR, etc.

The Contractor shall provide valid licenses to The Department for all applications that are used in the BTTR system.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

BID QUOTATION REPLY SECTION

CONTRACT NO. DOT1231-BLUTTH\_RDR

BLUETOOTH TRAVEL TIME READER SYSTEM

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to CONTRACT ADMINISTRATION by NOVEMBER 20, 2012 at 2:00 PM LOCAL TIME at which time bids will be opened.

**Bids shall be submitted to:**

**STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION  
CONTRACT ADMINISTRATION  
800 SOUTH BAY ROAD  
DOVER, DELAWARE 19901**

**PUBLIC BID OPENINGS**

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

**NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING**

## Invitation to Bid Reply Requirements

Bidders shall complete and return either the Bid Quotation form (Attachment A) OR the No Bid Reply Form (Attachment B). When submitting an offer for the requested items, bidders shall also submit the following completed forms to be considered for evaluation of award for this Invitation to Bid:

1. One (1) completed, signed and notarized copy of the non-collusion agreement (Attachment C).  
**MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**
2. One (1) completed Business Reference form (See Attachment D) – please provide references other than State of Delaware contacts. Form must be included.

The following completed forms, if applicable, must be submitted along with the Bidder's bid package to be considered. Submission of these forms after bid opening may not be permissible.

3. Office of Supplier Diversity Certification Application (see link on Attachment H)
4. Confidential Information Form (Attachment G)
5. ITB Exceptions form (Attachment F)
6. Subcontractor Information Form (Attachment D)

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

STATE OF DELAWARE  
Department of Transportation  
Contract Administration

Attachment A

**BID QUOTATION**

CONTRACT NO.: DOT1231-BLUTTH\_RDR  
CONTRACT TITLE: BLUETOOTH TRAVEL TIME READER SYSTEM

**UNIT PRICE IN FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK**

ITEM NO.	APPROX QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
1001	10	EACH	Supply Bluetooth Travel Time Reader		
1002	10	EACH	Supply Bluetooth Travel Time Reader (Solar)		
1003	10	EACH	Supply Bluetooth Travel Time Reader (Detector Card)		
1004	10	EACH	Supply Bluetooth Travel Time Reader (Stand-alone)		
2001	1	EACH	Bluetooth Travel Time Reader System Application Software		
3001	2	EACH	BTTR System Installation Training Program		
4001	2	EACH	Operations Training Program		
5001	2	EACH	Maintenance and Replacement Training Program		
6001	1	EA HOUR	Technical Assistance and Support		
<b>BID TOTAL</b>					\$

**DELIVERY AFTER RECEIPT OF ORDER**

Stock Items \_\_\_\_\_ days ARO

Non-Stock Items \_\_\_\_\_ days ARO

PERCENTAGE DISCOUNT OFF OF MANUFACTURED LIST PRICE OF SPARE PARTS \_\_\_\_\_%

STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION  
CONTRACT ADMINISTRATION  
800 SOUTH BAY ROAD  
DOVER, DELAWARE 19901

NO BID REPLY FORM

BID #: **DOT1231-BLUTTH\_RDR**

BID TITLE: **BLUETOOTH TRAVEL TIME READER SYSTEM**

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

\_\_\_\_\_ 1. We do not wish to participate in the bid process.

\_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ 3. We do not feel we can be competitive.

\_\_\_\_\_ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

\_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ 6. We do not sell the items/services on which Bids are requested.

\_\_\_\_\_ 7. Other: \_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Bidder's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Bidder's List **for these goods or services.**

**CONTRACT NO.:** DOT1231-BLUTTH\_RDR  
**TITLE:** BLUETOOTH TRAVEL TIME READER SYSTEM  
**OPENING DATE:** NOVEMBER 20, 2012

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to CONTRACT ADMINISTRATION.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, CONTRACT ADMINISTRATION.

COMPANY NAME \_\_\_\_\_ (Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE  
 (Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_  
(circle one) (circle one) (circle one)

COMPANY CLASSIFICATIONS: CERT. NO. _____	<u>Women</u>	Yes	No	<u>Minority</u>	Yes	No	<u>Disadvantaged</u>	Yes	No
	<u>Business</u>			<u>Business</u>			<u>Business</u>		
	<u>Enterprise</u>			<u>Enterprise</u>			<u>Enterprise</u>		
	<u>(WBE)</u>			<u>(MBE)</u>			<u>(DBE)</u>		

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
 (COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
 Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_

STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION  
CONTRACT ADMINISTRATION

## Subcontractor Information Form

CONTRACT NO.      **DOT1231-BLUTTH\_RDR**  
CONTRACT NAME:    **BLUETOOTH TRAVEL TIME READER SYSTEM**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO.  [INSERT CONTRACT NO.]	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

## Business References

CONTRACT NO.     **DOT1231-BLUTTH\_RDR**  
CONTRACT NAME:   **BLUETOOTH TRAVEL TIME READER SYSTEM**

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:
  
2. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:
  
3. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:

**PLEASE DO NOT INCLUDE STATE OF DELAWARE PERSONNEL AS REFERENCES.**



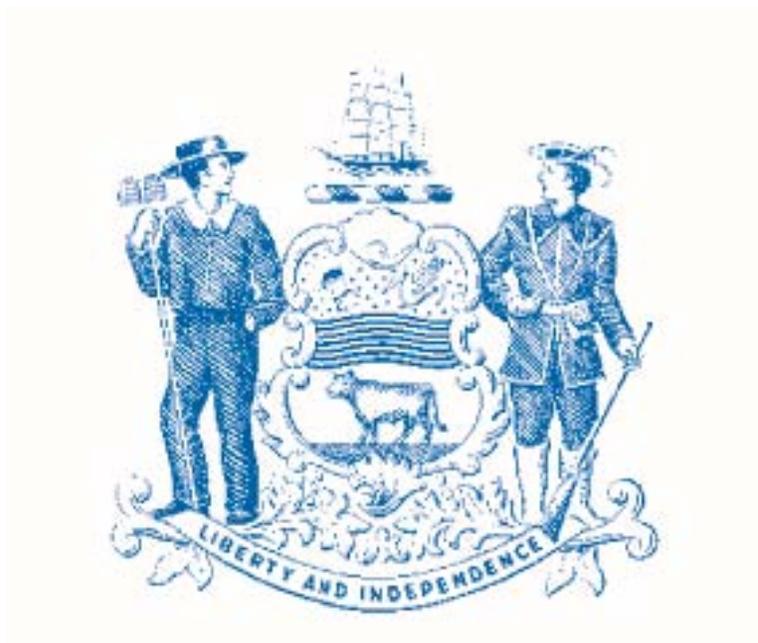




## State of Delaware

### Office of Supplier Diversity Certification Application

The most recent application can be downloaded from the following site:  
[http://gss.omb.delaware.gov/osd/docs/certapp\\_0612e.pdf](http://gss.omb.delaware.gov/osd/docs/certapp_0612e.pdf)



**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>