



DELAWARE DEPARTMENT OF TRANSPORTATION

# State of Delaware

## Invitation to Bid

Title: **TRAFFIC COUNT PROGRAM**

Contract ID: **DOT1608-TRAFFIC\_COUNT**

***- Deadline to Respond -***

**Tuesday March 22, 2016**

**2:00 P.M. Local Time**

**Bids shall be submitted to:**



State of Delaware  
**DEPARTMENT OF TRANSPORTATION**  
Administration Building  
Contract Administration  
800 Bay Road, Dover, DE 19901



**QUESTIONS** are to be submitted via e-mail to [dot-ask@state.de.us](mailto:dot-ask@state.de.us).

Responses to Questions will be posted to this project at <http://www.bids.delaware.gov>.

STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT

**ALL BIDDERS:**

The enclosed packet contains an "INVITATION TO BID". The invitation consists of the following documents:

INVITATION TO BID -

**I. DEFINITIONS AND GENERAL PROVISIONS**

I.A – GENERAL PROVISIONS

I.B – AWARD AND EXECUTION OF CONTRACT

I.C – GENERAL AUTHORITY

I.D – EQUAL OPPORTUNITY

**II. SPECIAL PROVISIONS**

**III. TECHNICAL SPECIFICATIONS**

**IV. BID QUOTATION REPLY SECTION**

INFORMATIONAL DOCUMENTS: *(not required to be returned with bid)*

1 – SAMPLE MONTHLY USAGE REPORT (Sample Report 1)

2 – SAMPLE SUBCONTRACTING (2<sup>ND</sup> TIER) QUARTERLY REPORTING (Sample Report 2)

3 – OFFICE OF SUPPLIER DIVERSITY (OSD) APPLICATION INFORMATION

4 – NO BID REPLY FORM

5 – PROPOSAL REPLY REQUIREMENTS

REQUIRED BID DOCUMENTS: *(MUST be completed and returned with your bid)*

ATTACHMENT A – NON-COLLUSION STATEMENT AND ACCEPTANCE

ATTACHMENT B – SUBCONTRACTOR INFORMATION FORM

ATTACHMENT C – BUSINESS REFERENCES

ATTACHMENT D – CONFIDENTIAL AND PROPRIETARY INFORMATION

ATTACHMENT E – Bid Form(s) – (Paper)

INFORMATIONAL DOCUMENTS and REQUIRED BID DOCUMENTS are made part of this solicitation and are contained within the ITB pdf file, or available for download at the following site: <http://bids.delaware.gov/>

In order for your bid to be considered, the REQUIRED BID DOCUMENTS shall be executed completely and correctly and received in a sealed envelope clearly displaying the contract number, by the date and time listed on the previous page.

## **I. 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.

### **DEFINITIONS**

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

**STATE**: The State of Delaware

**AGENCY**: Delaware Department of Transportation.

**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.

**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.

**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.

**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.

**ITB**: Invitation to Bid.

**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.

## **SECTION I.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**

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.

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. The proposal shall show a total bid price for each item bid and the total bid price of the proposal.

### **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. **All prices must be quoted in U.S. Dollars.**

### **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**

Waived.

**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 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**  
**Administration Building**  
**Contract Administration**  
**800 Bay Road, Dover, DE 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.

**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. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. 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.
- g. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

**16. ADDENDA TO THE INVITATION TO BID (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.

**17. LOBBYING AND GRATUITIES**

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this ITB or the award of a contract resulting from this ITB shall have their proposal immediately rejected and shall be barred from further participation in this ITB.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this ITB upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this ITB without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this ITB shall be conducted in strict accordance with the manner, forum and conditions set forth in this ITB.

**18. SOLICITATION OF STATE EMPLOYEES**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

**19. INDEPENDENT CONTRACTORS**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period.

## **SECTION I.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**

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.

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**

Successful bidders shall furnish bond, unless bond(s) have been waived as noted in the Special Provisions, 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.

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.

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

The contract(s) with the successful bidder(s) will be executed with the Department of Transportation.



**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. Bidders are made aware that Certified Checks submitted in lieu of Bond will be deposited, and unsuccessful bidders will receive payment of the value of the check from the state.

**9. INFORMATION REQUIREMENT**

The successful bidder's shall be required to advise the state's Government Support Services 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.

## **SECTION I.C – GENERAL AUTHORITY**

### **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 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

STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT

(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. Final determination of equal status shall reside with the Agency.

**8. BID EVALUATION AND AWARD**

The Department of Transportation 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 Agency 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.

**10. SEVERABILITY**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**SECTION I.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, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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. During the performance of this contract, the contractor agrees as follows:
  1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
  2. 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, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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.

## **II. SPECIAL PROVISIONS**

### **1. CONTRACT REQUIREMENTS**

This contract will be issued to cover the requirements for the Delaware Department of Transportation.

### **2. AGENCY USE CONTRACT**

Pursuant to 29 Del. C. §6904(e) respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

### **3. CONTRACT TERM**

Each vendor's contract shall be valid for one (1) year from contract execution. The contract may be extended for two (2) additional, one-year term(s) through negotiation between the contractor and the Department of Transportation. Negotiation should be initiated no later than ninety (90) days prior to the termination of the current agreement.

### **4. PRICES**

**Prices shall remain firm for the initial term of the contract. All prices shall be quoted in U.S. Dollars.**

Upon expiration of the initial Contract term, each one-year Contract extension may adjust pricing by mutual written agreement. The pricing must cover the full term of the Contract extension period. If the price difference for any extension period exceeds the previous one year period, approval of the price adjustment shall be at the discretion of the Department. The Department retains the right to reject a request for future year extensions at any time.

### **5. PRICE ADJUSTMENT**

The Vendor is not prohibited from offering price reductions, nor is the State prohibited from requesting price reductions, and the contract may be amended at any time upon agreement of both parties for such reductions.

### **6. SHIPPING TERMS**

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

### **7. QUANTITIES**

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.

Prior contract utilization may be viewed at the following site, if available: <http://contracts.delaware.gov/>.

### **8. FUNDING OUT**

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

**9. BID BOND REQUIREMENT**

The Bid Bond requirement has been waived.

**10. PERFORMANCE BOND REQUIREMENT**

The Performance Bond requirement has been waived.

**11. MANDATORY INSURANCE REQUIREMENTS**

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 the following coverage depending on the type of service or product being delivered.

- a. Commercial 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.  
and
- c. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.  
and
- d. 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.  
and
- e. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Delaware Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT  
Send to Attention of:  
Contract Administration  
800 Bay Road, Dover, DE 19901

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

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**12. BASIS OF AWARD**

The Delaware Department of Transportation 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.

The Delaware Department of Transportation 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.

**13. STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful vendor shall either furnish 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

## **18. CONTRACTOR NON-ENTITLEMENT**

State of Delaware Contractors for Material 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.

## **19. MANDATORY USAGE REPORTING**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. 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 parties.

A complete and accurate Usage Report (Sample Report 1) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to [vendorusage@state.de.us](mailto:vendorusage@state.de.us). Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible 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 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) 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, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Sample Report 2.

Accurate 2nd Tier reports shall be submitted to the Office of Supplier Diversity at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15th (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.

## **20. 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.

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



## **21. 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.

## **22. 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.**

## **23. 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.

## **24. 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 the Delaware Department of Transportation 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.

## **25. 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.

The State of Delaware requires completion of the Delaware Substitute Form W-9 to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for "matching." If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

## **26. VENDOR RESPONSIBILITY**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment B, and are subject to State approval and acceptance.

**27. PERSONNEL, EQUIPMENT AND SERVICES**

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor 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 equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment B are considered approved upon award. Changes to those subcontractor(s) listed in Attachment B must be approved in writing by the State.

**28. FAIR BACKGROUND CHECK PRACTICES**

Pursuant to 29 Del. C. [§6909B](#) and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

**29. 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

**30. ENVIRONMENTAL PROCUREMENT PRODUCTS**

- 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.
- 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 OF INDIVIDUAL ORDERS OR PURCHASE ORDERS**

The individual orders may be terminated as follows:

**a. Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (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 Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor 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 Agency.

**b. Termination for Convenience:** The Agency may terminate the P.O. 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 such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

**c. Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

## **32. TERMINATION OF CONTRACT**

The contract resulting from this ITB may be terminated as follows by the Agency:

**a. Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor 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 Vendor of such termination and specifying the effective date thereof, at least thirty (30) 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 Vendor under this Contract shall, at the option of the State, become its property, and the Vendor 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.

On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the Vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

**b. Termination for Convenience:** The State may terminate this 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 such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

**c. Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

### **33. CHANGES**

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

### **34. 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.

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

### **36. SUBCONTRACTS**

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment B) 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. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

### **38. 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.

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

STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT

faith that the information in each document is not “public record” as defined by 29 *Del. C.* § 10002, 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.

**39. NUMBER OF COPIES WITH MAILING OF PROPOSAL**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this ITB. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with one (1) paper copy of the Bid Form. Paper copies must contain original signatures in all locations requiring signatures.

**40. NO PRESS RELEASES OR PUBLIC DISCLOSURE**

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State’s seal or imply preference for the solution or goods provided.

Title: **TRAFFIC COUNT PROGRAM**

### **III. TECHNICAL SPECIFICATIONS**

By reference, the following specifications are incorporated herein:

The specifications entitled "Delaware Standard Specifications, for Road and Bridge Construction, August, 2001", hereinafter referred to as the Standard Specifications, Supplemental Specifications, the Special Provisions, notes on the Plans, this Bid Proposal, and any addenda thereto shall govern the work to be performed under this contract.

Supplemental Specifications to the August 2001 Standard Specifications

Effective as of the Advertisement Date of this Proposal  
and included by Reference

**The Supplemental Specifications can be viewed and printed from the Department's Website.**

To access the Website;

- in your internet browser, enter: <http://www.deldot.gov>
- on the left side of the page under 'INFORMATION', Click; 'Publications'
- scroll down under 'MANUALS' and Click; "Standard Specifications 2001"

The full Website Link is:

[http://www.deldot.gov/information/pubs\\_forms/manuals/standard\\_specifications/index.shtml](http://www.deldot.gov/information/pubs_forms/manuals/standard_specifications/index.shtml)

Printed copies of the Supplemental Specifications are available upon request. A printed copy of the above referenced Supplemental Specifications will be included in the final contract documents upon award.

### **DESCRIPTION**

This contract provides the gathering, the preparation, and the delivery of vehicle volume, and classification data to the Division of Planning, Decision Support Data (DSD) section as designated in the proposal, and as ordered by the Director of Planning or his authorized representative. The data shall be used as input to the Department's Vehicle Volume Summary program. The work consists of vehicle volume counts, vehicle classification counts, turning movement counts, bicycle/pedestrian volume counts and shall be performed at locations throughout the State of Delaware as designated by the Department. The contractor is required to perform this work at the highest standards. All data collected under this contract shall be owned by the Department and shall not be provided to, or disclosed to, any other party. In all questions relating to this contract, the decision(s) of the Director of Planning, Department of Transportation, shall be final.

The Delaware Standard Specifications for Road and Bridge Construction, August 2001, are incorporated into and become part of this contract's specifications. Where there is a conflict between this specification and the Standard Specifications, this specification shall prevail.

## **FOR BID CONSIDERATION**

The bidder shall have at least one (1) year of documented successful experience in the gathering, preparation, and reporting of traffic data. A list, noting three contact individuals for whom work has been recently done, shall be provided with the proposal.

## **CONTROL OF TRAFFIC**

The contractor shall apply the requirements of the Delaware Manual on Traffic Controls for Streets and Highway Construction, Maintenance, Utility and Emergency Operations at all work sites. All manual counts must be made with no interference to traffic and with a minimum of notice to passing drivers.

## **RESPONSIBILITY FOR DAMAGE CLAIMS**

The contractor shall save harmless the State and all its representatives from all suits, actions, or claims of any character brought on account of any injuries or damage sustained by any person or property in consequence of any negligent act in safeguarding the work. The contractor shall be responsible for all damage or injury to persons or property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work.

## **DELIVERY:**

Delivery of properly formatted and processed data must be made to the Dover Office as noted on the purchase order.

## **INSPECTION AND ACCEPTANCE TESTING**

The data will be inspected by an authorized representative of the Division of Planning upon delivery. If defective or if it fails in any way to meet these specifications, it shall be rejected. Rejected data shall be replaced by the supplier within the delivery time limit specified at no cost to the Department.

## **LIQUIDATED DAMAGES**

There will be no exclusions to the computations for the assessment of Liquidated Damages.

### **DELIVERY OF VOLUME AND CLASSIFICATION DATA**

A sum of Twenty Dollars (\$20) per day will be deducted by the Department from monies due the contractor, not as a penalty, but as Liquidated Damages for each authorized count not performed within ten (10) working days and delivered within thirty (30) working days of the agreed upon schedule.

### **DELIVERY OF TURNING MOVEMENT DATA**

The sum of Fifty Dollars (\$50) per day will be deducted by the Department from monies due the contractor, not as a penalty, but as Liquidated Damages for each authorized count not performed and delivered within fourteen (14) working days from the date of the authorization.

## **WARRANTY**

The contractor shall extend any policy guarantee usually offered to purchasers on article(s) and /or service(s) against defective workmanship.



## ASSIGNMENT OF WORK

The Department makes no guarantee as to the number of count assignments. However, it is anticipated that per year approximately 650 volume, 250 classification counts, 60 turning movement counts (including 12 at saturated intersections), and 20 bicycle/pedestrian counts will be assigned.

The Department will authorize all counts assigned. The Department will provide the contractor with a list of locations to be counted with latitude and longitudinal coordinates. The contractor will place all counts as close as reasonably possible to the supplied latitude and longitudinal coordinates. The contractor shall develop a schedule for counting that is acceptable to the Department. The contractor may make the counts in an order of his own choosing. The Department may add additional counts to be performed at any time and may assign specific time periods for any count up to the week prior to count being performed. The contractor shall submit a weekly status report showing the work accomplished for the week and the overall status for the year (Example A). **The contractor shall adhere to the schedule. Failure to do so will be subjected to deductions as outlined under Liquidated Damages and continued failure will be deemed unsatisfactory performance and may result in termination of the contract by the Department.**

The contractor will be responsible for the accuracy and completeness of all counts. Submission of a count judged to be inaccurate or incomplete will result in non-payment for that count. The contractor shall re-count the location until a satisfactory count is provided. The Department shall have the final decision on whether a count is inaccurate or incomplete.

## TYPES OF COUNTS

The contractor shall provide personnel, equipment, and vehicles necessary to gather the corresponding field data at the designated locations determined by the Department.

The Department will supply a sample of all necessary forms for data tabulation.

The tabulated mechanical count data (volume, classification and turning movement counts) shall be provided to the Department in format(s) that has been approved by a Division of Planning representative.

### **Details of the types of counts are as follows:**

#### **MECHANICAL COUNT (VOLUME AND CLASSIFICATION)**

Mechanical Count (Volume and Classification) is defined as the mechanical or electronic collection and tabulation of directional and/or bi-directional traffic count data for each lane at a specific road cross-section gathered via hose, loop detectors or any count device with a demonstrated accuracy similar to those hose and loop counters placed in travel lanes.

Counters shall be placed so that the unit is located off the shoulder of the roadway. The hoses shall be fastened to the roadway in an approved manner. A field check of each location shall be made every third day, and whenever notified of a loose or broken hose. When the counter is moved, the site shall be cleared of all fixtures, fasteners and other parts.

Data collection periods for volume counts shall be at least seven consecutive days (168 consecutive hours).

Data collection periods for classification counts shall be at least two consecutive days (48 consecutive hours).

The data shall be collected by lane and in one hour increments and shall be tabulated in an approved DelDOT format for submission. Volume counts shall include totals for each day including Saturday and Sunday, week

STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT

averages, and annual daily traffic (Example B). Classification counts shall include average daily percent composition of each vehicle classification, percent trucks, percent single-unit trucks, and percentage of trucks during peak hour, percentage of single-unit trucks during the peak hour and annual daily traffic (Example C). The data shall comply with the FHWA requirements for the classification of vehicles. Another submission summary format shall be provided that contains an overview of the counts for that submission and count data tabbed in reference to summary (Example D). The data will be provided by electronic files that will include all data collected over the period, any notes including any abnormal events or unusual weather conditions, as well as other congestion, construction, etc. that may hinder the counts, and explanation of any off-schedule counts, as well as the GPS points for each location.

## TURNING MOVEMENT COUNT

Turning Movement Count is defined as the manual collection and tabulation of vehicle turning movement volume data and pedestrian /bicycle crossing data for all approaches of an assigned intersection using an electronic recording device. Alternative methods of data collection using video recorders or machine vision may be acceptable subject to DelDOT review and approval.

The tabulated turning movement count data shall be provided to the Department in an approved electronic format (Example E). The vehicular movements on each approach to be counted are the through movements, U-turns, left and right turns. Where right turns are controlled by a signal and right turns on red are permitted, right turns on red are to be counted. Within each vehicular movement, counts should be classified as cars and light trucks, heavy vehicles (trucks and buses), motorcycles or bicycles.

The pedestrian movements across each approach shall also be counted.

For signalized intersections that become saturated during the count period, such that queues do not clear with each signal cycle, the contractor shall count arrivals as well as departures. Because such counts require additional personnel and/or equipment, DelDOT will advise the contractor when saturated conditions are expected. However the contractor is responsible to identify such intersections in advance. If a count of departure volumes only is begun at an intersection and it becomes saturated during the count, the count should be stopped. No payment shall be provided for a count of only departure volumes at a saturated intersection.

The individual(s) making the count shall provide written field observations concerning excessive queuing and any other unusual conditions or situations including weather and will provide a GPS point where the count was taken; there will be no additional payment for this. These records will accompany the submission of data to the Department in an approved electronic format.

The hours of a standard count are up to four hours, examples of time frames are:

Weekdays

7:00 a.m. to 9:00 a.m.

4:00 p.m. to 6:00 p.m. or 3:00 p.m. to 5:00 p.m.

Saturday

10:00 a.m. to 2:00 a.m.

Should the Department wish to increase the hours **beyond the standard four (4) hours**, separate payment by the hour will be made for each additional hour or part thereof.

The data shall be tabulated in 15 minute increments. For each directional movement, the data shall be totaled as follows:

- For each hour
- For a.m. peak hour

STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT

- For p.m. peak hour
- For mid-day peak hour (if applicable)
- Graphic plot of a.m., mid-day, and p.m. peak hour
- Grand totals for all hours
- Graphic plot of grand totals

Unless otherwise directed, turning movement counts shall be conducted only on Tuesdays, Wednesdays, Thursdays, and when specified Saturdays. They shall not be conducted on National or State holidays, or on days immediately preceding or following such holidays. They shall not be conducted during "Christmas Shopping" periods as determined and designated by the Project Manager, nor on school holidays or on days when schools have delayed openings or early closings.

Exceptions to the above paragraph include the gathering of data for special purposes, for example summer season counts in resort areas. Therefore assignments may specifically include work at any time. Periodically, the Department will inspect locations where the contractor is conducting turning movement counts to verify proper procedures. Therefore, the contractor shall notify the Department in advance of the day on which an assigned count is to be conducted.

## **BICYCLE AND PEDESTRIAN COUNT**

Bicycle and Pedestrian Volume Count is defined as the mechanical or electronic collection and tabulation of bidirectional traffic count data at a specified road/sidewalk/path cross-section. The contractor shall use counters placed in the public right of way to detect bicycle and pedestrian traffic in mixed traffic situations.

**The contractor shall use Eco-Counter pneumatic tube counters for bicycle counts and Eco-Counter Passive IR counters for pedestrian counts or counters equivalent to these and having the capability to upload data into the Departments web based Eco-Visio software.** Data from these specific counters will be regularly uploaded electronically into the Department's online Eco-Counter account, Eco-Visio.

The Department will provide the contractor with an installation and retrieval form, in addition to the count schedule and site plans. For each installation and retrieval, the contractor will be required to document the installation and retrieval and complete and submit the installation and retrieval form electronically to the Department. A photograph of each counter after installation will be included as part of the installation and retrieval form. Installation and retrieval form submission should include photographic documentation of the equipment as installed (photo will be included in the site plan file to improve the consistency of future data collection at each site) as well as any site plan modifications that were necessary.

Data collection periods for bicycle and pedestrian counts shall be at least fourteen consecutive days (336 consecutive hours).

The count data shall be collected continually and summarized in 15 minute intervals and include all seven (7) days of the week (Monday – Sunday) counted a minimum two times for each completed count period. The contractor will be responsible to ensure that installations match the site plan and for monitoring that the devices are functioning properly throughout the specified data collection period, including rescheduling or making up missed or incomplete days during the data collection period. Additionally, the contractor will be responsible for adjusting the counter unit sensitivity at each location based on sound judgment and site context. The contractor shall ensure that tabulated pedestrian and bicycle count data shall be uploaded to Eco-Visio, an online data management system on a daily basis. The contractor is responsible for removing data created by faulty counts and adjusting the data appropriately. Additionally, the contractor will be responsible for submitting data in a usable format to the Department no less than once a month during the contract period; the contractor shall ensure that the submitted data matches the data uploaded to Eco-Visio and does not include data created by faulty counts. (Example F)

**Details specific to counts by type:**

**Bicycle Volume Counts**

All counts should be bi-directional and include data collection on **both sides of the roadway** unless otherwise directed. Installations will adhere to detailed site plans provided by the Department. The site plans will include specific instruction on the count location, distance tube is to be installed into the bicycle facility and/or motor vehicle travel lanes, and how the device is to be secured for each location. Specific methods and installation hardware for fastening the pneumatic tubes including clamps, nails and tools needed for installation, shall be provided by the contractor and installation shall be undertaken by the contractor based on sound judgment on the most appropriate installation technique based on the site context and roadway surface materials. Wherever possible, pneumatic tubes should avoid encroaching on sidewalks. In the event the pneumatic tubes must be placed across a sidewalk (e.g. a location where the sidewalk is curbside), the hoses shall be installed in such a way that does not result in a trip hazard or impede accessibility for pedestrians. When the counter is removed, the site shall be cleared of all fixtures, fasteners, and other parts, including tape residue to the extent feasible.

The data shall be collected in fifteen (15) minute increments and shall be uploaded regularly to the Department's Eco-Visio account (Eco-Counter tube counters meet this specification). The Department will provide link and password access to the Eco-Visio account.

**Pedestrian Volume Counts**

All counts should be bi-directional and include data collection along sidewalks, walkways or paths on **both sides of the roadway** where facilities or walking routes are present, unless otherwise directed. Installations will adhere to the detailed site plans provided by the Department. The site plans include specific instruction on the count location, mounting location and height as well as details about previous installations (if applicable). The installation hardware and special tools needed for mounting the Passive IR count devices on existing posts including mounting plates, adjustable mounting collars, flexible foam padding shall be provided by the contractor and installation shall be undertaken by the contractor based on sound judgment on the most appropriate installation technique based on site context. Additionally, the contractor will be responsible to furnish any and all installation hardware, such as hose clamps, nuts, and bolts and any additional tools that may be needed to complete the required installations for the duration of the contract period. When the counter is removed, the site shall be cleared of all fixtures, fasteners, and other parts

The data shall be collected in fifteen (15) minute increments and shall be uploaded regularly to the Department's Eco-Visio account (Eco-Counter pyro box counters meet this specification). The Department will provide link and password access to the Eco-Visio account.

STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT

EXAMPLES OF RECORDED DATA

## Example A

20 Count Task Status

Oct-

Current Week - Through Friday 10/

	Set	Picked Up	In Process	Submitted
Volume	52	14	50	0
Class	0	0	34	0
	52	14	84	0

Weeks to 10/20/

2

Required Weekly Pace

Field 0

Submission 218

Overall Status

	Total	Set	Picked Up	Running	In-Process	Submitted	Complete
Volume	463	463	397	52	50	123	-340
Class	61	61	61	0	34	27	-34
	524	524	458	52	84	150	-374

Remaining to Set

0

### Example B

ADT 3810

STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT

## Example C

STATION [REDACTED]  
COUNTY 3

[REDACTED]  
[REDACTED]

LATITUDE [REDACTED]  
LONGITUDE [REDACTED]

DATE [REDACTED]  
DIRECTION NB

Start Time	Bikes	Cars	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axl Double	>6 Axl Double	<6 Axl Multi	6 Axl Multi	>6 Axl Multi	Total
0:00	0	29	0	0	0	0	0	0	0	0	0	0	0	29
1:00	0	15	0	0	0	0	0	1	1	0	0	0	0	17
2:00	0	16	3	3	2	0	0	0	1	0	0	0	0	25
3:00	0	13	2	0	0	0	0	0	2	0	0	0	0	17
4:00	1	23	6	2	2	1	0	1	0	0	0	0	0	36
5:00	0	79	15	8	5	0	0	0	4	0	0	0	0	111
6:00	1	194	43	10	13	1	0	1	2	2	0	0	0	267
7:00	1	287	42	15	27	1	0	1	5	0	0	0	0	379
8:00	1	266	58	18	13	1	0	3	8	0	0	0	0	368
9:00	0	207	54	5	19	1	0	3	5	0	1	0	0	295
10:00	1	228	55	6	20	1	0	4	12	0	1	0	0	328
11:00	5	250	63	4	30	5	0	10	9	1	0	0	0	377
12:00	8	334	59	2	16	2	0	5	7	0	0	0	0	433
13:00	3	323	64	7	21	8	0	12	9	1	2	0	0	450
14:00	4	262	77	8	28	7	0	2	6	0	0	0	0	394
15:00	5	421	110	16	28	3	0	6	6	0	0	1	0	596
16:00	3	522	109	13	27	4	0	7	4	1	1	0	0	691
17:00	4	592	94	10	16	3	0	9	12	0	0	0	0	740
18:00	2	386	50	5	12	2	0	6	2	0	0	0	0	465
19:00	1	253	39	1	9	2	0	1	6	0	0	0	0	312
20:00	4	210	22	0	3	2	0	2	3	0	0	0	0	246
21:00	2	146	20	0	2	0	0	1	3	0	0	0	0	174
22:00	1	73	9	0	2	0	0	1	3	0	0	0	0	89
23:00	0	50	6	0	0	1	0	1	1	0	0	0	0	59
Total	47	5179	1000	133	295	45	0	77	111	5	5	1	0	6898
Percent	0.68%	75.08%	14.50%	1.93%	4.28%	0.65%	0.00%	1.12%	1.61%	0.07%	0.07%	0.01%	0.00%	

STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT

DATE														
DIRECTIO	NB													
Start Time	Bikes	Cars	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axle Double	5 Axle Double	>6 Axle Double	<6 Axle Multi	6 Axle Multi	>6 Axle Multi	Total
0:00	0	29	5	0	0	0	0	0	1	0	0	0	0	35
1:00	0	17	2	0	1	0	0	0	2	0	0	0	0	22
2:00	0	17	2	0	2	1	0	2	1	0	0	0	0	25
3:00	0	12	4	0	0	3	0	0	0	0	0	0	0	19
4:00	0	27	5	2	1	1	0	0	2	0	0	0	0	38
5:00	0	63	13	7	5	4	0	0	2	0	0	0	0	94
6:00	2	180	39	5	13	1	0	1	9	0	0	0	0	250
7:00	2	253	45	19	24	1	1	0	5	0	1	0	0	351
8:00	0	287	62	22	20	4	0	5	5	1	0	0	0	406
9:00	3	222	39	5	21	2	0	5	9	0	2	0	0	308
10:00	2	211	60	3	35	3	0	6	4	0	0	0	0	324
11:00	3	234	69	9	23	6	0	2	6	0	0	0	0	352
12:00	1	318	61	3	27	4	1	4	8	0	0	0	0	427
13:00	4	286	76	7	26	2	0	4	6	1	0	0	1	413
14:00	1	284	66	8	30	5	0	5	9	1	0	0	0	409
15:00	2	457	74	24	22	6	0	6	2	0	0	1	0	594
16:00	4	537	98	9	25	9	0	14	3	3	0	0	0	702
17:00	4	554	90	12	17	7	1	7	6	0	0	0	0	698
18:00	1	380	56	5	17	1	0	7	4	1	0	0	0	472
19:00	2	283	41	1	11	4	0	2	6	0	0	0	0	350
20:00	0	214	26	2	6	4	0	1	1	0	0	0	0	254
21:00	1	130	14	0	1	0	0	1	3	0	0	0	0	150
22:00	1	88	13	0	1	0	0	0	1	0	0	0	0	104
23:00	0	52	11	0	0	0	0	1	2	0	0	0	0	66
Total	33	5135	971	143	328	68	3	73	97	7	3	1	1	6863
Percent	0.48%	74.82%	14.15%	2.08%	4.78%	0.99%	0.04%	1.06%	1.41%	0.10%	0.04%	0.01%	0.01%	

Grand Total	80	10314	1971	276	623	113	3	150	208	12	8	2	1	13761
Percent	0.58%	74.95%	14.32%	2.01%	4.53%	0.82%	0.02%	1.09%	1.51%	0.09%	0.06%	0.01%	0.01%	

STATION  
COUNTY  
  
LATITUDE  
LONGITUDE

DATE	9/23/2014														
DIRECTIO	SB														
Start			2 Axle		2 Axle		3 Axle	4 Axle	<5 Axle	5 Axle	>6 Axle	<6 Axle	6 Axle	>6 Axle	
Time	Bikes	Cars	Long	Buses	6 Tire	Single	Single	Double	Double	Double	Multi	Multi	Multi		Total
0:00	0	43	2	0	0	0	0	1	1	0	0	0	0	0	47
1:00	0	16	1	0	0	1	0	0	1	0	0	0	0	0	19
2:00	0	11	2	0	0	0	0	2	0	0	0	0	0	0	15
3:00	0	10	2	0	0	0	0	2	1	0	0	0	0	0	15
4:00	0	24	3	1	3	1	0	0	3	0	0	0	0	0	35
5:00	1	82	19	3	8	0	0	1	2	0	0	0	0	0	116
6:00	4	222	59	25	13	2	0	0	1	0	0	0	0	0	326
7:00	1	545	90	15	45	8	0	2	4	1	0	0	0	1	712
8:00	1	420	79	6	26	6	0	1	10	0	0	0	0	0	549
9:00	1	209	53	7	22	9	1	1	5	1	1	0	1	1	311
10:00	1	204	79	3	22	20	0	5	10	3	2	1	0	0	350
11:00	7	215	59	6	24	4	0	4	10	0	2	3	0	0	334
12:00	5	260	64	5	20	3	0	4	5	0	2	0	0	0	368
13:00	1	276	62	3	9	5	0	2	6	0	0	0	0	0	364
14:00	3	297	72	18	18	5	0	7	8	0	0	0	0	0	428
15:00	7	376	83	16	28	6	0	6	7	0	0	0	0	0	529
16:00	4	380	84	8	27	9	0	7	3	0	1	0	0	0	523
17:00	4	364	56	9	11	12	0	5	3	0	0	0	0	0	464
18:00	4	332	40	4	12	11	0	10	6	1	0	0	0	0	420
19:00	3	244	43	2	4	11	0	5	5	0	0	0	0	0	317
20:00	0	150	19	1	3	3	0	2	4	0	0	0	0	0	182
21:00	0	128	15	0	6	2	0	0	2	0	0	0	0	0	153
22:00	0	53	8	0	0	0	0	0	2	0	0	0	0	0	63
23:00	0	35	3	0	1	1	0	0	2	0	0	0	0	0	42
Total	47	4896	997	132	302	119	1	67	101	6	8	4	2		6682
Percent	0.70%	73.27%	14.92%	1.98%	4.52%	1.78%	0.01%	1.00%	1.51%	0.09%	0.12%	0.06%	0.03%		



STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT

DATE	SB													
DIRECTIO	SB													
Start														
Time	Bikes	Cars	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axle Double	5 Axle Double	>6 Axle Double	<6 Axle Multi	6 Axle Multi	>6 Axle Multi	Total
0:00	0	44	5	0	0	1	0	0	0	0	0	0	0	50
1:00	0	15	0	0	2	0	0	1	1	0	0	0	0	19
2:00	1	11	2	0	0	1	0	2	1	0	0	0	0	18
3:00	1	11	2	0	1	2	0	1	3	0	0	0	0	21
4:00	0	30	8	1	2	1	0	0	5	0	0	0	0	47
5:00	1	76	16	3	8	1	0	2	3	0	0	0	0	110
6:00	1	217	56	21	18	1	0	1	1	0	0	0	0	316
7:00	2	532	82	20	31	7	1	3	12	0	0	0	0	690
8:00	0	361	77	12	32	19	0	6	6	0	0	0	0	513
9:00	1	234	46	10	21	12	0	4	6	0	1	0	1	336
10:00	2	202	63	4	27	16	1	6	8	4	3	0	1	337
11:00	1	225	58	6	14	8	0	6	3	1	0	1	3	326
12:00	2	307	69	8	25	17	1	3	1	1	0	0	0	434
13:00	3	263	67	6	24	7	1	5	12	0	0	0	0	388
14:00	1	284	68	15	20	5	0	4	9	0	0	0	0	406
15:00	2	396	68	8	27	12	0	7	6	1	0	0	0	527
16:00	3	362	75	17	19	21	0	4	2	0	0	0	0	503
17:00	3	382	55	4	16	19	0	1	4	0	0	0	0	484
18:00	2	320	46	3	16	26	0	11	4	0	0	0	0	428
19:00	4	234	39	1	6	12	0	4	5	0	0	0	0	305
20:00	0	183	29	1	3	11	0	3	1	0	0	0	0	231
21:00	0	116	13	1	2	7	0	1	3	1	0	0	0	144
22:00	0	70	9	0	1	1	0	0	1	1	0	0	0	83
23:00	0	46	4	1	0	3	0	0	2	0	0	0	0	56
Total	30	4921	957	142	315	210	4	75	99	9	4	1	5	6772
Percent	0.44%	72.67%	14.13%	2.10%	4.65%	3.10%	0.06%	1.11%	1.46%	0.13%	0.06%	0.01%	0.07%	
Grand Total	77	9817	1954	274	617	329	5	142	200	15	12	5	7	13454
Percent	0.57%	72.97%	14.52%	2.04%	4.59%	2.45%	0.04%	1.06%	1.49%	0.11%	0.09%	0.04%	0.05%	
Station To	157	20131	3925	550	1240	442	8	292	408	27	20	7	8	27215
Percent	0.58%	73.97%	14.42%	2.02%	4.56%	1.62%	0.03%	1.07%	1.50%	0.10%	0.07%	0.03%	0.03%	

### Example D

DeiDOT Volume Traffic Count Submission Spreadsheet																															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
1 DeiDOT Volume Traffic Count Submission Spreadsheet																															
1A		CN		ROAD		ROAD		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE		ROADWAY		NO		DIW		PREV		RAV		CHANGE		DATE		T	
CN		TY		NO.		NO.		NAME		BEG		LATITUDE		LONGITUDE																	

$f_x$  DelDOT Classification Traffic Count Submission Spreadsheet

[illegible]

STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT

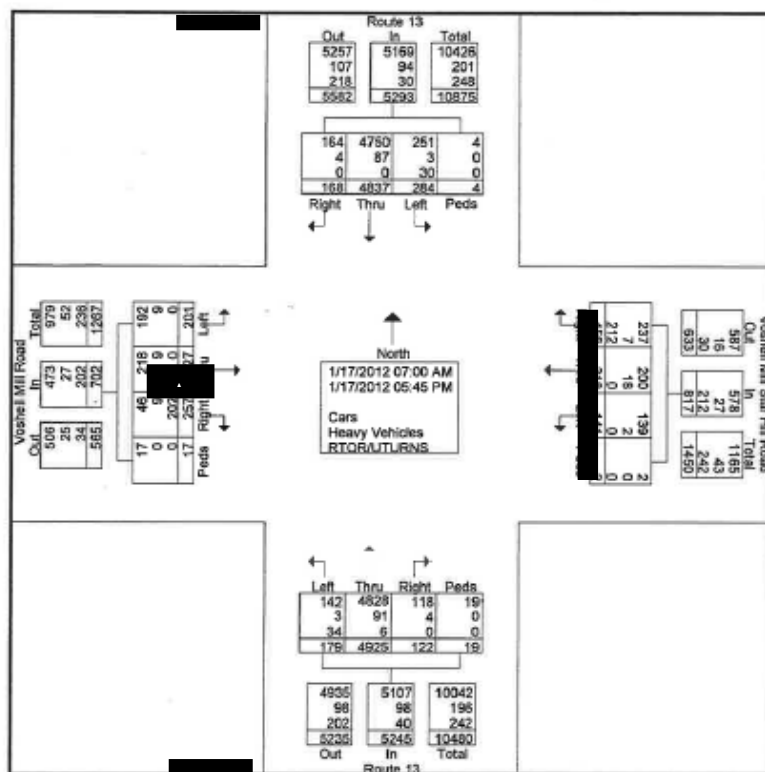
## Example E

L [REDACTED]  
Inter [REDACTED] Voshell Mill Rd.  
[REDACTED], 2012

[REDACTED] : MW0117-2  
[REDACTED] : 00000000  
[REDACTED] : 1/17/2012  
[REDACTED] : 1

Groups Printed- Cars - Heavy Vehicles RTOR/UTURNS																						
Route 13 Southbound						Voshell Mill Road Westbound					Route 13 Northbound					Voshell Mill Road Eastbound						
Start Time	Right	Thru	Left	Pebs	App. Total	Right	Thru	Left	Pebs	App. Total	Right	Thru	Left	Pebs	App. Total	Right	Thru	Left	Pebs	App. Total	Int. Total	
07:00 AM	2	132	7	0	141	24	8	4	0	36	4	296	7	0	307	13	8	9	0	30	514	
07:15 AM	6	145	5	0	156	23	15	9	0	47	6	372	8	1	387	15	18	21	1	55	645	
07:30 AM	6	144	13	0	163	47	23	9	0	79	4	454	6	1	465	15	11	17	1	44	751	
07:45 AM	11	177	15	0	203	43	15	4	0	62	4	470	6	0	480	20	11	23	0	54	799	
Total	25	598	40	0	663	137	61	26	0	224	18	1592	27	2	1639	63	48	70	2	183	2709	
08:00 AM	10	173	8	0	191	28	9	9	0	46	4	304	7	0	315	20	13	11	0	44	596	
08:15 AM	6	174	15	0	195	38	12	7	0	57	5	301	10	2	318	16	22	16	2	56	626	
08:30 AM	7	210	14	2	233	51	15	12	2	80	9	344	11	1	365	15	14	8	0	37	715	
08:45 AM	8	195	19	0	222	24	14	9	0	47	3	322	9	0	334	10	8	12	1	31	634	
Total	31	752	56	2	841	141	50	37	2	230	21	1271	37	3	1332	61	57	47	3	168	2571	
*** BREAK ***																						
04:00 PM	14	405	22	0	441	26	21	12	0	59	9	237	12	2	260	18	14	12	1	45	805	
04:15 PM	13	427	22	0	462	21	12	5	0	38	12	255	19	3	289	16	20	10	3	49	838	
04:30 PM	16	442	23	0	481	38	14	12	0	64	12	272	14	0	298	20	18	22	1	61	904	
04:45 PM	17	510	33	0	560	17	13	7	0	37	9	266	17	2	294	16	11	11	0	38	929	
Total	60	1784	100	0	1944	102	60	36	0	198	42	1030	62	7	1141	70	63	55	5	193	3476	
05:00 PM	15	480	13	0	508	17	16	15	0	48	9	258	15	0	282	13	25	8	0	46	884	
05:15 PM	16	456	31	0	503	21	11	12	0	44	11	271	12	2	296	17	18	8	3	46	889	
05:30 PM	12	413	22	2	449	23	7	6	0	36	15	250	12	0	277	14	9	8	2	33	795	
05:45 PM	9	354	22	0	385	15	13	9	0	37	6	253	14	5	278	19	7	5	2	33	733	
Total	52	1703	88	2	1845	76	47	42	0	165	41	1032	53	7	1133	63	59	29	7	158	3301	
Grand Total	168	4837	284	4	5293	456	218	141	2	817	122	4925	179	19	5245	257	227	201	17	702	12057	
Approch %	3.2	91.4	5.4	0.1		55.8	26.7	17.3	0.2		2.3	93.9	3.4	0.4		36.6	32.3	28.6	2.4			
Total %	1.4	40.1	2.4	0	43.9	3.8	1.8	1.2	0	6.8	1	40.8	1.5	0.2	43.5	2.1	1.9	1.7	0.1	5.8		
Cars	164	4750	251	4	5169	237	200	139	2	578	118	4828	142	19	5107	46	218	192	17	473	11327	
% Cars	97.6	98.2	88.4	100	97.7	52	91.7	98.6	100	70.7	96.7	98	79.3	100	97.4	17.9	96	95.5	100	67.4	93.9	
Heavy Vehicles	4	87	3	0	94	7	18	2	0	27	4	91	3	0	98	9	9	9	0	27	246	
% Heavy Vehicles	2.4	1.8	1.1	0	1.8	1.5	8.3	1.4	0	3.3	3.3	1.8	1.7	0	1.9	3.5	4	4.5	0	3.8	2	
RTOR/UTURNS	0	0	30	0	30	212	0	0	0	212	0	6	34	0	40	202	0	0	0	0	202	484
% RTOR/UTURNS	0	0	10.6	0	0.6	46.5	0	0	0	25.9	0	0.1	19	0	0.8	78.6	0	0	0	0	28.8	4

STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT

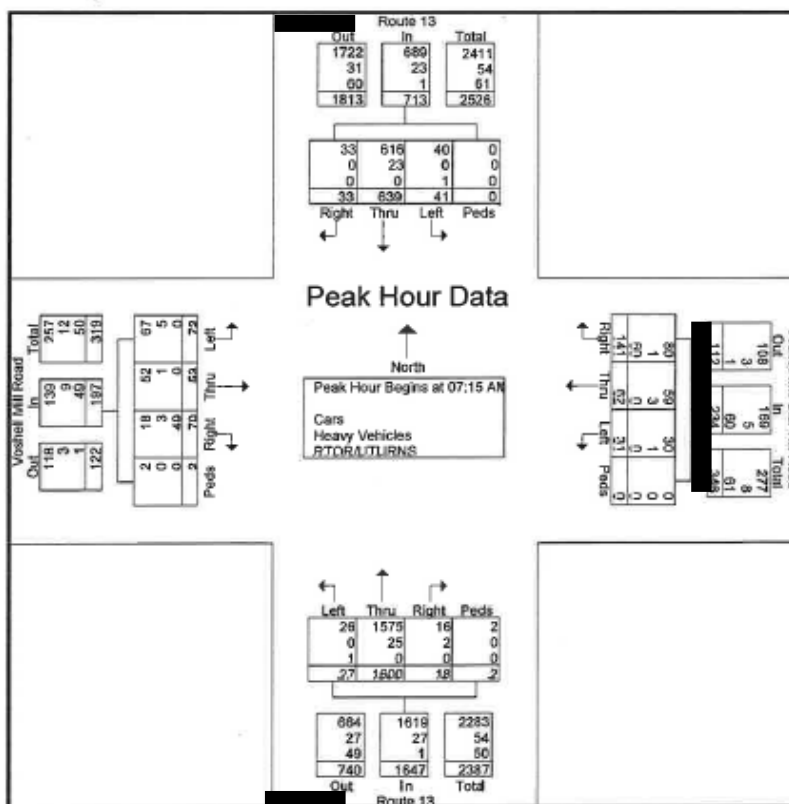


STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT

L  
Inter Mill Rd.  
2012

File 0117-2  
Site 00000  
Star 7/2012  
Pag

	Route 13 Southbound					Westbound					Route 13 Northbound					Eastbound					
Start Time	Right	Thru	Left	Peds	App Total	Right	Thru	Left	Peds	App Total	Right	Thru	Left	Peds	App Total	Right	Thru	Left	Peds	App Total	Int. Total
Peak Hour Analysis From 07:00 AM to 11:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	6	145	5	0	156	23	15	9	0	47	6	372	8	1	387	15	18	21	1	55	645
07:30 AM	6	144	13	0	163	47	23	9	0	79	4	454	6	1	465	15	11	17	1	44	751
07:45 AM	11	177	15	0	203	43	15	4	0	62	4	470	6	0	480	20	11	23	0	54	799
08:00 AM	10	173	8	0	191	28	9	9	0	46	4	304	7	0	315	20	13	11	0	44	596
Total Volume	33	639	41	0	713	141	62	31	0	234	18	1600	27	2	1647	70	53	72	2	197	2791
% App. Total	4.6	89.6	5.8	0		60.3	26.5	13.2	0		1.1	97.1	1.6	0.1		35.5	26.9	36.5	1		
PHF	.750	.903	.683	.000	.878	.750	.674	.861	.000	.741	.750	.851	.844	.500	.858	.875	.736	.783	.500	.885	.873
Cars	33	616	40	0	689	80	59	30	0	169	16	1575									
% Cars	100	96.4	97.6	0	96.6	56.7	95.2	96.8	0	72.2	88.9	98.4	96.3	100	98.3	25.7	98.1	93.1	100	70.6	93.7
Heavy Vehicles	0	23	0	0	23	1	3	1	0	5	2	25	0	0	27	3	1	5	0	9	64
% Heavy Vehicles	0	3.6	0	0	3.2	0.7	4.8	3.2	0	2.1	11.1	1.6	0	0	1.6	4.3	1.9	6.9	0	4.6	2.3
RTOR/UTURNS	0	0	1	0	1	60	0	0	0	60	0	0	1	0	1	49	0	0	0	49	111
% RTOR/UTURNS	0	0	2.4	0	0.1	42.6	0	0	0	25.6	0	0	3.7	0	0.1	70.0	0	0	0	24.9	4.0

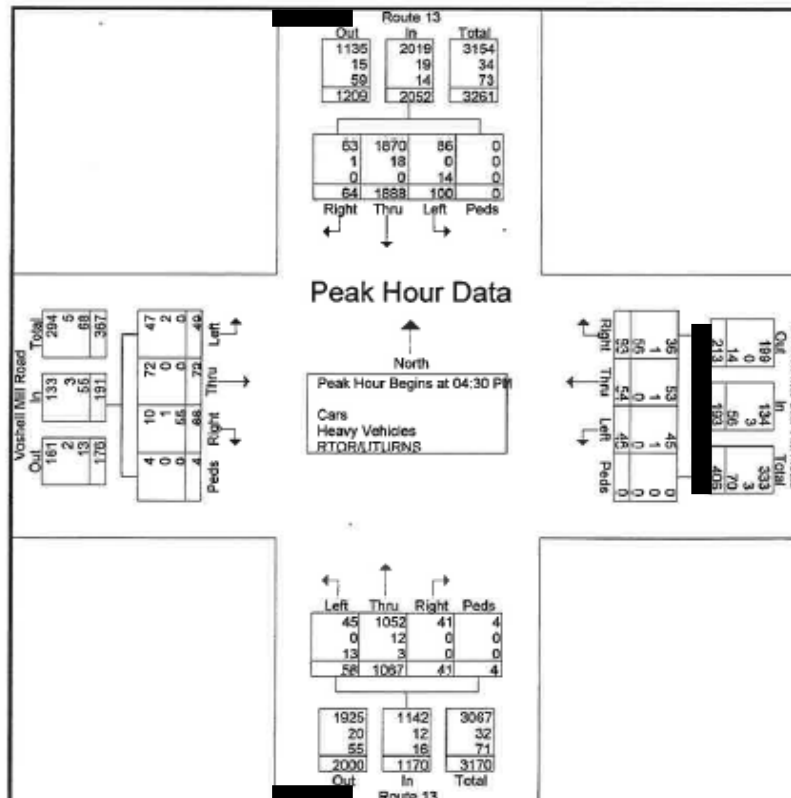


STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT

L [REDACTED]  
Inter [REDACTED] Mill Rd.  
[REDACTED] 2012

File [REDACTED] 0117-2  
Site [REDACTED] 00000  
Star [REDACTED]  
Pag [REDACTED] 7/2012

	Route 13 Southbound					Route 13 Westbound					Route 13 Northbound					Route 13 Eastbound					
Start Time	Right	Thru	Left	Peds	App Total	Right	Thru	Left	Peds	App Total	Right	Thru	Left	Peds	App Total	Right	Thru	Left	Peds	App Total	Int. Total
Peak Hour Analysis From 12:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:30 PM																					
04:30 PM	16	442	23	0	481	38	14	12	0	64	12	272	14	0	298	20	18	22	1	61	904
04:45 PM	17	510	33	0	560	17	13	7	0	37	9	266	17	2	294	16	11	11	0	38	929
05:00 PM	15	480	13	0	508	17	16	15	0	48	9	258	15	0	282	13	25	8	0	46	884
05:15 PM	16	456	31	0	503	21	11	12	0	44	11	271	12	2	296	17	18	8	3	46	889
Total Volume	64	1888	100	0	2052	93	54	46	0	193	41	1067	58	4	1170	66	72	49	4	191	3606
% App. Total	3.1	92	4.9	0		48.2	28	23.8	0		3.5	91.2	5	0.3		34.6	37.7	25.7	2.1		
PHF	.941	.925	.358	.000	.926	.612	.844	.767	.000	.754	.854	.981	.853	.500	.982	.825	.720	.557	.333	.283	.970
Cars	63	1870									1052										
% Cars	98.4	99.0	86.0	0	98.4	38.7	98.1	97.8	0	69.4	100	98.6	77.6	100	97.6	15.2	100	95.9	100	69.6	95.1
Heavy Vehicles	1	18	0	0	19	1	1	1	0	3	0	12	0	0	12	1	0	2	0	3	37
% Heavy Vehicles	1.6	1.0	0	0	0.9	1.1	1.9	2.2	0	1.6	0	1.1	0	0	1.0	1.5	0	4.1	0	1.6	1.0
RTOR/UTURNS	0	0	14	0	14	56	0	0	0	56	0	3	13	0	16	55	0	0	0	55	141
% RTOR/UTURNS	0	0	14.0	0	0.7	60.2	0	0	0	29.0	0	0.3	22.4	0	1.4	83.3	0	0	0	28.8	3.9



## Example F



### UPLOADING A .CSV FILE TO ECO-VISIO



If data for the uploaded period already exists in Eco-Visio, it will be substituted by the data contained in the .CSV file!

#### I. FILE FORMAT

Acceptable file format: .CSV text files

Each row in the text file corresponds to a row in the chart; the columns are represented by a comma or semicolon.

#### II. STRUCTURE OF THE FILE FORMAT

##### a. HOURLY COUNTERS

- For hourly unidirectional counters, the data appears as follows:

Date string + *separator* + Hour string + *separator* + Count string

- For hourly bidirectional counters, the data appears as follows:

Date string + *separator* + Hour string + *separator* + Total + *separator* + IN + *separator* + OUT

- For hourly Eco-MULTI counters, the data appears as follows:

Date string + *separator* + Hour string + *separator* + Total + *separator* + User type 1 + *separator* + User type 2...

\* Date string format: JJ/MM/AAAA

Hour string format: HH:MM



## b. 15 MIN COUNTERS

- For 15 min. unidirectional counters, the data appears as follows:

Date string + *separator* + quarter-hour string + *separator* + Count string

- For 15 min. bidirectional counters, the data appears as follows:

Date string + *separator* + quarter-hour string + *separator* + total + *separator* + IN + *separator* + OUT

- For 15 min. Eco-MULTI counters, the data appears as follows:

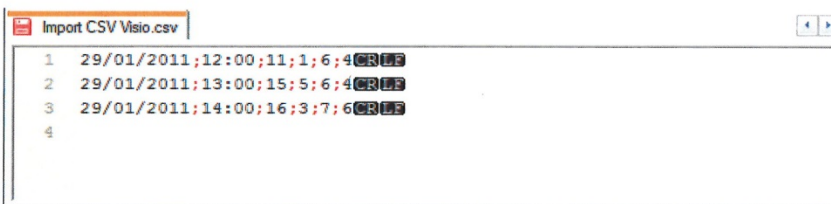
Date string + *separator* + quarter-hour string + *separator* + Total + *separator* + User type 1 + *separator* + User type 2...

\* Date string format: JJ/MM/AAAA

Quarter-hour string format: HH:MM

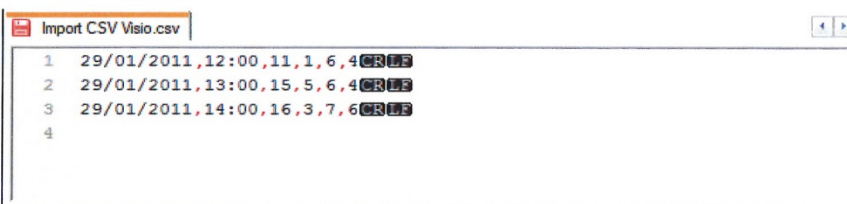
## III. EXAMPLES OF ACCEPTABLE FILES

- .CSV file for hourly Eco-MULTI Counter with semicolon-separated values ;



The screenshot shows a text editor window titled 'Import CSV Visio.csv'. It contains three lines of data, each representing a quarter-hour interval. The data is semicolon-separated. The first line is '1 29/01/2011;12:00;11;1;6;4CRUF'. The second line is '2 29/01/2011;13:00;15;5;6;4CRUF'. The third line is '3 29/01/2011;14:00;16;3;7;6CRUF'. The fourth line is empty.

- .CSV file for hourly Eco-MULTI Counter with comma-separated values ,



The screenshot shows a text editor window titled 'Import CSV Visio.csv'. It contains three lines of data, each representing a quarter-hour interval. The data is comma-separated. The first line is '1 29/01/2011,12:00,11,1,6,4CRUF'. The second line is '2 29/01/2011,13:00,15,5,6,4CRUF'. The third line is '3 29/01/2011,14:00,16,3,7,6CRUF'. The fourth line is empty.

STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT

- .CSV file for hourly Eco-MULTI Counter with strings in quotes



In this case the separator can be a comma or semicolon.

```
00000004V0033.dmp Import CSV Visio.csv
1 "29/01/2011";"12:00";"11";"1";"6";"4" 03/03
2 "29/01/2011";"13:00";"15";"5";"6";"4" 03/03
3 "29/01/2011";"14:00";"16";"3";"7";"6" 03/03
4
```

```
00000004V0033.dmp Import CSV Visio.csv
1 "29/01/2011","12:00","11","1","6","4" 03/03
2 "29/01/2011","13:00","15","5","6","4" 03/03
3 "29/01/2011","14:00","16","3","7","6" 03/03
4
```

Example of a .CSV file opened in Excel:

	A	B	C	D	E	F
1	29/01/2011	12:00	11	1	6	4
2	29/01/2011	13:00	15	5	6	4
3	29/01/2011	14:00	16	3	7	6

Title: **TRAFFIC COUNT PROGRAM**

#### **IV. BID QUOTATION REPLY SECTION**

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number, by the date and time bids will be opened.

**Bids shall be submitted to:**



State of Delaware  
**DEPARTMENT OF TRANSPORTATION**  
**Administration Building**  
**Contract Administration**  
**800 Bay Road, Dover, DE 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 MAY BE READ AT THE BID OPENING**

STATE OF DELAWARE  
Department of Transportation

*Informational Document- Sample Report 1.*

STATE OF DELAWARE  
MONTHLY USAGE REPORT

FOR ILLUSTRATION PURPOSES ONLY

State of Delaware									
Monthly Usage Report									
Supplier Name:				Insert Contract No.	Report Start Date:				
Contact Name:					Report End Date:				
Contact Phone:					Today's Date:				
Agency Name or School District	Division or Name of School	Budget Code	<a href="#">UNSPSC</a>	Item Description	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to [vendusage@state.de.us](mailto:vendusage@state.de.us). It shall contain the six-digit department and organization code for each agency and school district.

STATE OF DELAWARE  
Department of Transportation

Informational Document- Sample Report 2.

FOR ILLUSTRATION PURPOSES ONLY

<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								
<b>Vendor Name*</b>	<b>Vendor TaxID*</b>	<b>Contract Name/Number*</b>	<b>Vendor Contact Name*</b>	<b>Vendor Contact Phone*</b>	<b>Report Start Date*</b>	<b>Report End Date*</b>	<b>Amount Paid to Subcontractor*</b>	<b>Work Performed by Subcontractor UNSPSC</b>	<b>M/WBE Certifying Agency</b>	<b>Veteran/Service Disabled Veteran Certifying Agency</b>	<b>2nd tier Supplier Name</b>	<b>2nd tier Supplier Address</b>	<b>2nd tier Supplier Phone Number</b>	<b>2nd tier Supplier email</b>	<b>Description of Work Performed</b>	<b>2nd tier Supplier Tax Id</b>	<b>Date Paid</b>

**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: [vendorousage@state.de.us](mailto:vendorousage@state.de.us)

Informational Document- 3.

## 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/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



**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>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.  
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**

STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT  
Contract Title: TRAFFIC COUNT PROGRAM

Informational Document- 4.

**NO BID REPLY FORM**

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

STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT  
Contract Title: TRAFFIC COUNT PROGRAM

Informational Document- 5.

**PROPOSAL REPLY REQUIREMENTS**

The response should contain at a minimum the following information:

1. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment A).  
**MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**
2. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment B) for each subcontractor – only provide if applicable.
3. One (1) completed Business Reference form (See Attachment C) – please provide references other than State of Delaware contacts. Form must be included.
4. One (1) completed Confidential Information form (See Attachment D) – please check box if no information provided will be considered confidential or proprietary. Form must be included.
5. One (1) paper copy of the properly completed **Bid Form** (See Attachments E, E-2 & E-3)

**6. NUMBER OF COPIES WITH MAILING OF PROPOSAL:**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this ITB. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with the above required forms and submittals. Paper copies must contain original signatures.

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 No. DOT1608-TRAFFIC\_COUNT  
Contract Title: TRAFFIC COUNT PROGRAM

**Attachment: A**

**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 the Department of Transportation.

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 solicitation 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, Department of Transportation.

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

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

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

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

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

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

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

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS:  CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational 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 No. DOT1608-TRAFFIC\_COUNT  
Contract Title: TRAFFIC COUNT PROGRAM

**Attachment: B**

**SUBCONTRACTOR INFORMATION FORM**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO.	2. Proposing Vendor Name:	3. Mailing Address
<b>4. SUBCONTRACTOR</b>		
a. NAME	4c. Company OSD 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 4h. Service Disabled 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 (Signature)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT  
Contract Title: TRAFFIC COUNT PROGRAM

**Attachment: C**

**BUSINESS REFERENCES**

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.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	
2.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	
3.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

**Attachment: D**

# CONFIDENTIALITY FORM

☐ **By checking this box**, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

[illegible]

**Note: Add additional pages as needed.**

STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT  
Contract Title: TRAFFIC COUNT PROGRAM

BIDDER: \_\_\_\_\_

**Attachment: E**

**BID FORM**

\*\* ALL COLUMNS MUST BE COMPLETED AS INDICATED \*\*  
**ALL FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK**

7 Day Vehicle Volume Count - Collected Per Lane & Direction				
Item No.	Item Description	Unit Price	Approx. Quantity	Bid Amount
	<b>Divided Highway</b>			
1	2 Lanes	\$	30	\$
2	3 Lanes	\$	15	\$
3	4 Lanes	\$	140	\$
4	5 Lanes	\$	15	\$
5	6 Lanes	\$	30	\$
6	7 Lanes	\$	15	\$
7	8 Lanes	\$	15	\$
8	Additional Lane	\$	1	\$
	<b>Two-Way Roadway (undivided)</b>			
9	2 Lanes	\$	320	\$
10	3 Lanes	\$	20	\$
11	4 Lanes	\$	20	\$
12	Additional Lane	\$	1	\$
	<b>One-Way Roadway</b>			
13	1 Lane	\$	15	\$
14	2 Lanes	\$	15	\$
15	Additional Lane	\$	1	\$
	<b>Ramp</b>			
16	1 Lane	\$	45	\$
17	2 Lanes	\$	5	\$
<b>7 Day Vehicle Vol. Count Total:</b>				\$

STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT  
Contract Title: TRAFFIC COUNT PROGRAM

Attachment: E-2

2 Day Vehicle Classification Count - Collected Per Lane & Direction					
Item No.	Item Description		Unit Price	Approx. Quantity	Bid Amount
	Divided Highway				
1		2 Lanes	\$	20	\$
2		3 Lanes	\$	5	\$
3		4 Lanes	\$	75	\$
4		5 Lanes	\$	5	\$
5		6 Lanes	\$	5	\$
6		7 Lanes	\$	5	\$
7		8 Lanes	\$	5	\$
8		Additional Lane	\$	1	\$
	Two-Way Roadway (undivided)				
9		2 Lanes	\$	100	\$
10		3 Lanes	\$	10	\$
11		4 Lanes	\$	10	\$
12		Additional Lane	\$	1	\$
	One-Way Roadway				
13		1 Lane	\$	5	\$
14		2 Lanes	\$	5	\$
15		Additional Lane	\$	1	\$
	Ramp				
16		1 Lane	\$	45	\$
17		2 Lanes	\$	5	\$
2 Day Vehicle Classification Count Total					\$

STATE OF DELAWARE  
Department of Transportation  
Contract No. DOT1608-TRAFFIC\_COUNT  
Contract Title: TRAFFIC COUNT PROGRAM

**Attachment: E-3**

Turning Movement Count - Collected all Approaches					
Item No.	Item Description		Unit Price	Approx. Quantity	Bid Amount
1		Two Person (4 Hrs.)	\$	15	\$
2		Two Person (4 Hrs.) Weekend	\$	15	\$
3		One Person (4 Hrs.)	\$	15	\$
4		One Person (4 Hrs.) Weekend	\$	15	\$
5		Additional collection time/person(1) - per 1 Hour	\$	1	\$
6		Additional collection time/person (1)- per 1 Hour Weekend	\$	1	\$
Turning Movement Count Total:					\$

14 Day Bicycle / Pedestrian Count					
Item No.	Item Description		Unit Price	Approx. Quantity	Bid Amount
1		Bicycle Volume	\$	10	\$
2		Pedestrian Volume	\$	10	\$
14 Day Bicycle / Pedestrian Count Total					\$

<b>TOTAL BID:</b>	<b>\$</b>
-------------------	-----------