



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

May 12, 2015

Ladies and Gentlemen:

Attached is Addendum No.1 for DOT1505-LICENSE_PLATES, indicating the following revisions:

1. Page 8, Section 1.B.5, PERFORMANCE BOND REQUIREMENT.
This section changes the Performance Bond requirement from 100% of the bid amount to 10% of the bid amount. It also utilizes a new form for submission of the Bid Bond together with the Performance Bond.
2. Page 38, Attachment B – BID BOND, is removed and replaced with pages 38 and 38A, BID/PERFORMANCE/PAYMENT BOND to be completed and submitted with the bid.

Please review this information prior to submitting your bid.

Regards,

James Hoagland
Contract Services Administrator
DelDOT Contract Administration
(302) 760-2036

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, unless extended, 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 with the Delaware Department of Transportation.

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. PERFORMANCE BOND REQUIREMENT

~~Contractors awarded contracts~~ Bidders are required to furnish a ~~100%~~ the attached BID/PERFORMANCE/PAYMENT BOND ~~Performance Bond~~ in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of the Delaware Department of Transportation with surety in the amount of ~~100%~~ 10% of the total contract award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. The bond forms shall be provided by the Department.

6. 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.

BID/PERFORMANCE/PAYMENT BOND

**TO ACCOMPANY AND FOR CONTRACT NO. 1505-LICENSE_PLATES
(in the Amount of 10% of the Total Contract)**

KNOW ALL MEN BY THESE PRESENTS That:
of _____ in the County of _____
and the State of _____ as Principal and
of _____ in the County of _____
and State of _____ as Surety, legally authorized to do business in the State of
Delaware ("State"), are held firmly bound unto the State in the sum of
Dollars (\$ _____), or _____ percent not to exceed
Dollars (\$ _____), to be paid to the State for the use and benefit of DOT, as well as for the
use and benefit of the Division of Revenue in the case of claims under this bond for any and all taxes due the
State relating to this contract, for which payment well and truly to be made, we do bind ourselves, our and
each and every of our heirs, executors, administrators, successors, and assigns, jointly and severally for and
in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the said above bounden
Principal who has submitted to the DOT of the State, a certain proposal to enter into a certain contract
designated by the parties as Contract No. DOT1505, for the furnishing of certain materiel and/or services
within the said State, shall well and truly provide and furnish all the materials, appliances and tools and
perform all the work and labor required under and pursuant to the terms and conditions of said Contract,
and of the proposal and specifications contained therein, and shall also indemnify and keep harmless the
said State and the DOT, from all costs, damages, and expenses growing out of or by reason of the work
and under said Contract above mentioned, including, but not limited to, the Contractor indemnifying and
keeping harmless the said State and the DOT from all costs, damages, settlements, expenses and
attorneys' fees relating to any allegations of patent infringement or unlawful use of a patented article
growing out of, or by reason of, this Contract, including Contractor providing at Contractor's expense to
said State or the DOT legal counsel of said State or DOT's own choosing, and shall well and truly pay all
and every person furnishing material or performing labor, all and every sum or sums of money due him,
them or any of them, for all such labor and materials for which the Principal is liable; then this obligation
shall be void or else to be and remain in full force and virtue; and every person furnishing materials or
performing labor or services for the Principal under the said Contract may maintain an action on this bond
for his/her own use in the name of the State in any court of competent jurisdiction for recovery of such
sum or sums of money as may be due such person from the Principal.

**Addendum 1
05/12/15**

DOT1505

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20__).

SEALED, AND DELIVERED IN THE presence of

Corporate Seal

Name of Contractor

Attest _____

By:

Authorized Signature

Title

Corporate Seal

NAIC# (REQUIRED)

Name of Surety

ADDRESS OF SURETY

TELEPHONE NUMBER OF SURETY

Witness: _____

By:

Signature

Title

ADDRESS

TELEPHONE NUMBER OF SIGNER

NOTE: (1) All surety insurers must be licensed and authorized to transact business in the State of Delaware in accordance with Delaware Code, Title 18, Insurance Code.

(2) Pursuant to the licensing requirements of Delaware Code, Title 30, Section 2101, bidder is required under this contract to attach a copy of his trade and/or business license obtained from the State of Delaware, Department of Finance.