

DELAWARE DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSALS



**Delaware Department
of Transportation**

CONTRACT No: 1601

**DELAWARE DEPARTMENT OF TRANSPORTATION
E-ZPASS CUSTOMER SERVICE CENTER**

ELECTRONIC TOLL COLLECTION SERVICES

AND

DMV TELEPHONE CALL CENTER

VEHICLE, TRANSPORTATION, AND DRIVER SERVICES

PROPOSAL DUE DATE/TIME: February 5, 2013 2:00 PM (local time)

Proposals are to be delivered to Contract Administration, Delaware Department of Transportation, 800 Bay Road, Dover, Delaware 19901 until 2:00 PM local time on proposal due date shown above.

Issued: November 21, 2012

**Addendum No. 1
January 15, 2013**



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

SHAILEN P. BHATT
SECRETARY

January 15, 2013

Ladies and Gentlemen:

Attached is Addendum No. 1. for the referenced Request for Proposal indicating the following revision:

1. Per the last paragraph in Section 7.6, information regarding Liquidated Damages is being further defined as Section **7.7 Liquidated Damages** shown on the following page.

Please review this information prior to submitting your response to our Request for Proposals.

Regards,

A handwritten signature in blue ink that reads "Wendy B. Henry".

Wendy B. Henry, CPPB
Consultant Control Coordinator
DelDOT Contract Administration
(302) 760-2531

Addendum No. 1
January 15, 2013

7.7 Liquidated Damages.

Time is of the essence in the performance of work and/or services and damages in the event of the delays and disruptions set forth below will be difficult to ascertain. The Vendor shall agree that the amounts set forth below are fair and reasonable as liquidated damages, as a result of the delays described below:

- 7.7.1 In the event of a delay by the Vendor in substantial completion beyond the dates set for substantial completion in the Customer Service Center project schedule, the Vendor shall pay to the Department as liquidated damages in an amount equal to \$1000 per day.
- 7.7.2 In the event of a delay by the Vendor in substantial completion of the DMV Telephone Call Center beyond the date set for substantial completion in the project schedule, the Vendor shall pay to the Department as liquidated damages in an amount equal to \$1000 per day.
- 7.7.3 In no event shall the aggregate liquidated damages paid in Sections 7.6.1 and 7.6.2 exceed \$250,000.00.
- 7.7.4 In the event the CSC/DMVTCC Performance Standards are not met in any given month, the Vendor shall pay as liquidated damages an amount equal to \$1,000 for each of the Performance Standards that has not been achieved for that month. In the event the same specific Performance Standard is not met in the subsequent month, the liquidated damages amount for that Performance Standard for that month will be doubled (for example, first month \$1,000, the following month \$2,000, the third month \$4,000).
- 7.7.5 In no event shall the aggregate damages assessed under Section 7.6.4 exceed \$150,000 in any contract year.
- 7.7.6 Liquidated damages shall not be assessed for any delay in substantial completion that results (1) from a change or modification to the scope which results in additional work or services for the Vendor, (2) from a delay in completion of the premises under the Lease which is beyond Vendor's reasonable control or in completion of phone or data connection which in either case is beyond Vendor's reasonable control or (3) from Force Majeure. Liquidated damages shall not be assessed for any failure to meet Performance Standards that results from Force Majeure.