

NEVADA DEPARTMENT OF TRANSPORTATION
ADDENDUM NO. 3 to RFP NO. 309-11-015

Reference is made to the Request for Proposal to Service Providers for I-80 Carlin Tunnels, upon which proposals will be received until 3:00 p.m., local time, on September 27, 2012.

Please make the following pen and ink change to the RFP:

Page 11-12: Section 2.3, Paragraph two (2)

Replace:

The following are anticipated dates that are also subject to change in the Department's sole discretion.

Event	Time	Date
Notification of Competitive Shortlist	N/A	October 15, 2012
Debriefing of Non-shortlisted Proposers	TBD	October 18, 2012
Interviews	TBD	October 23, 2012 October 24, 2012
Notice of Intent to Award	N/A	October 25, 2012
Transportation Board Approval	N/A	December 10, 2012
Notice of Award	N/A	December 12, 2012
Debriefing of Shortlisted Proposers	TBD	November 1, 2012

Notes: N/A = not applicable; TBD = to be determined.

With:

The following are anticipated dates that are also subject to change in the Department's sole discretion.

Event	Time	Date
Notification of Competitive Shortlist	N/A	October 15, 2012
Debriefing of Non-shortlisted Proposers	TBD	October 18, 2012
Interviews	TBD	October 24, 2012 October 25, 2012
Notice of Intent to Award	N/A	October 25, 2012
Transportation Board Approval	N/A	December 10, 2012
Notice of Award	N/A	December 12, 2012

Event	Time	Date
Debriefing of Shortlisted Proposers	TBD	November 1, 2012

Notes: N/A = not applicable; TBD = to be determined.

Page 11-12: Section 2.3, Paragraph two (2)

Replace:

“3. Each shortlisted Proposer shall discuss its production-based cost estimating approach to allow the Department to assess the shortlisted Proposer’s ability to provide an open-book understanding of costs. In response to this evaluation factor, the shortlisted Proposer shall not include any pricing information. The shortlisted Proposer shall communicate its use of cost models, OPCC estimates, and the intent to create transparency in sharing cost information so that the shortlisted Proposer, Department, the Design Service Provider, and the ICE can understand tasks and costing assumptions for considering design alternatives and benefits from risk mitigation and application of innovation.”

With:

“3. Each Proposer shall discuss its production-based cost estimating approach to allow the Department to assess the Proposer’s ability to provide an open-book understanding of costs. In response to this evaluation factor, the Proposer shall not include any pricing information. The Proposer shall communicate its use of cost models, OPCC estimates, and the intent to create transparency in sharing cost information so that the Proposer, Department, the Design Service Provider, and the ICE can understand tasks and costing assumptions for considering design alternatives and benefits from risk mitigation and application of innovation.”

NOTES:

As stated on Page 9: Section 1.21, Paragraph one (1), “The form of Pre-Construction Services Agreement that the Department intends to use for the Project is located at http://www.nevadadot.com/Documents/Doing_Business/RFP/RFQ/RFI_Opportunities.aspx” under the RFP document.

Please see the updated Appendix C. Attestation Forms. This updated version only corrects the page sequence; no other edits were made to Appendix C.

AND:

Following are questions received and the NDOT responses regarding the above referenced RFP:

QUESTION #1: In Section 4, 4.1, D, 3 it states that the RFP shall be double spaced. Does the double space apply to charts and tables?

ANSWER #1: Yes, all formatting requirements as outlined on Page 20, Section 4.1 and Appendix F apply to all contents of the proposal.

QUESTION #2: Would NDOT consider 1.5 inch line spacing on the RFP?

ANSWER #2: No, NDOT will not change the double spaced requirement as identified on Page 20, Section 4.1, D, 3.

QUESTION #3: In an acquisition, can the Proposer include past project experience from the acquired company?

ANSWER #3: Yes, the acquired firm would maintain their experience which then becomes the experience of the proposing firm.

QUESTION #4: In Section 4, 4.3, B, I, 3, Cost Based Estimating Approach, it states information that shall be provided by the shortlisted Proposer. Does NDOT want the Proposer to provide an approach to cost based estimating at this time?

ANSWER #4: Yes as stated in Section 4.3, B, i, 3, the “proposer shall discuss its production-based cost estimating approach to allow the Department to assess the shortlisted Proposer’s ability to provide an open-book understanding of costs.”

QUESTION #5: In Section 4, 4.3, B, the alpha numeric ordering is different than on Page F-3. Please specify which ordering NDOT prefers.

ANSWER #5: Please see the following updated Appendix F which should match with Section 4.3, B.

RUDY MALFABON, P.E., DIRECTOR
Nevada Department of Transportation
1263 South Stewart Street
Carson City, Nevada 89712

Appendix C. Attestation Forms

RFP No.: 309-12-015

Project Title: I-80 Carlin Tunnels

**ACKNOWLEDGEMENT AND ATTESTATION FORM
(PARTNERSHIPS FORM)**

Date: _____

By responding to this RFP, the Proposer(s) certify that he/she (they) has (have) reviewed the Request for Proposal, Pre-Construction Services Agreement and the form of Construction Contract, and their Exhibits contained herein, and are familiar with their terms and conditions and find them expressly workable without change or modification. Initially capitalized terms not otherwise defined herein shall have the meaning set forth in the RFP.

Enclosed, and by this reference incorporated herein and made a part of this Proposal, are the following:

[Note: List enclosed documents]

1. Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions, or condition. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of the RFP, any preliminary plans for the Project, the Specifications and Special Provisions, the Pre-Construction Services Agreement, the form of Construction Contract, the Addenda, and the Department's responses to Proposers' questions, before submitting the Proposal, and is satisfied that said documents and responses provide sufficient detail regarding the obligations to be performed by Proposer and do not contain internal inconsistencies; that Proposer has carefully checked all the words, figures, and statements in the Proposal; that it has examined the Project Site and the proposed work and done such other investigations and assessments which were prudent and reasonable to prepare this Proposal; and that Proposer has notified the Department of any deficiencies in or omissions in the RFP or other documents provided by the Department.

2 In consideration for the Department supplying Proposer (at Proposer's request) with the RFP and agreeing to examine and consider the Proposal, the Proposer undertakes

(a) to keep this Proposal open for acceptance for 180 days after the Proposal Due Date, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without obtaining the prior written consent of the Department, in the Department's sole discretion; and

(b) to execute the Pre-Construction Services Agreement referenced in the RFP if this Proposal is selected within ten (10) days after receiving the Pre-Construction Services Agreement for execution (If Proposer fails to do so then Proposer shall forfeit the full amount of the Proposal Bond to the State as liquidated damages, and the Department may proceed to award the Pre-Construction Services Agreement to others); and

(c) to commence work promptly, or within such additional time as may be allowed in writing by the Department, after receiving the executed Pre-Construction Services Agreement, and to complete the work in accordance with the schedule and terms and conditions thereof.

3. The undersigned declares that it is the only entity or party interested in the Proposal as principal and that its officers, employees, subsidiaries, or parent corporations (check appropriate box below):

Have not in any way participated in any activities in restraint of trade, or been debarred with relation to public contracts either in the State of Nevada or any other State of the United States or on any federally-assisted contract during the five-year period immediately preceding this Proposal or either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the Pre-Construction Services Agreement.

Have participated in activities in restraint of trade with relation to public contracts either in the State of Nevada or any other State of the United States or on any federally assisted contracts during the five-year period immediately preceding the submission of the Proposal or entered into collusion, or restraint of free competitive bidding on this Contract, and are of the opinion that they are a responsible Proposer entitled to the award of a contract involving public moneys and attach hereto an explanation of their activities in restraint of free trade, restraint of free competitive bidding, or collusion.

4. Proposer, hereby certifies that it has () has not (), participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 11246, 10925 and 11114 as amended, and that it has (), has not (), filed with the Office of Federal Contract Compliance Program all reports due under the applicable filing requirements.

5. Proposer acknowledges receipt of the following Addenda:

NUMBER	DATE	NUMBER	DATE

6. Proposer understands that the Department is not bound to select any Proposal under this procurement.

7. Proposer understands that all costs and expenses incurred by it in preparing this Proposal and participating in this procurement will be borne solely by the Proposer.

8. This Proposal shall be governed by and construed in all respects according to the laws of the State of Nevada.

9. Proposer is a contractor licensed in this State pursuant to NRS Chapter 624. Proposer's license number(s) are:

10. Proposer has not been disqualified from being awarded a contract pursuant to NRS 338.017, 338.13895, 338.1475, and/or 408.333;

11. Proposer has not been found liable for breach of contract with respect to a previous project, other than for legitimate cause, during the five (5) years immediately preceding the date of advertisement of this RFP.

12. The SPWB has approved Proposer's application pursuant to NRS 338.1379.

13. The Department has approved the qualification package of Proposer pursuant to NRS 408.333.

**ACKNOWLEDGEMENT AND ATTESTATION FORM
(JOINT VENTURE FORM)**

Date: _____

By responding to this RFP, the Proposer(s) certify that he/she (they) has (have) reviewed the Request for Proposal, Pre-Construction Services Agreement and the form of Construction Contract, and their Exhibits contained herein, and are familiar with their terms and conditions and find them expressly workable without change or modification. Initially capitalized terms not otherwise defined herein shall have the meaning set forth in the RFP.

Enclosed, and by this reference incorporated herein and made a part of this Proposal, are the following:

[Note: List enclosed documents]

1. Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions, or condition. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of the RFP, any preliminary plans for the Project, the Specifications and Special Provisions, the Pre-Construction Services Agreement, the form of Construction Contract, the Addenda, and the Department's responses to Proposers' questions, before submitting the Proposal, and is satisfied that said documents and responses provide sufficient detail regarding the obligations to be performed by Proposer and do not contain internal inconsistencies; that Proposer has carefully checked all the words, figures, and statements in the Proposal; that it has examined the Project Site and the proposed work and done such other investigations and assessments which were prudent and reasonable to prepare this Proposal; and that Proposer has notified the Department of any deficiencies in or omissions in the RFP or other documents provided by the Department.

2 In consideration for the Department supplying Proposer (at Proposer's request) with the RFP and agreeing to examine and consider the Proposal, the Proposer undertakes jointly and severally:

(a) to keep this Proposal open for acceptance for 180 days after the Proposal Due Date, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without obtaining the prior written consent of the Department, in the Department's sole discretion; and

(b) to execute the Pre-Construction Services Agreement referenced in the RFP if this Proposal is selected within ten (10) days after receiving the Pre-Construction Services Agreement for execution (If Proposer fails to do so then Proposer shall forfeit the full amount of the Proposal Bond to the State as liquidated damages, and the Department may proceed to award the Pre-Construction Services Agreement to others); and

(c) to commence work promptly, or within such additional time as may be allowed in writing by the Department, after receiving the executed Pre-Construction Services Agreement, and to complete the work in accordance with the schedule and terms and conditions thereof.

3. The undersigned declares that it is the only entity or party interested in the Proposal as principal and that its officers, employees, subsidiaries, or parent corporations (check appropriate box below):

Have not in any way participated in any activities in restraint of trade, or been debarred with relation to public contracts either in the State of Nevada or any other State of the United States or on any federally-assisted contract during the five-year period immediately preceding this Proposal or either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the Pre-Construction Services Agreement.

Have participated in activities in restraint of trade with relation to public contracts either in the State of Nevada or any other State of the United States or on any federally assisted contracts during the five-year period immediately preceding the submission of the Proposal or entered into collusion, or restraint of free competitive bidding on this Contract, and are of the opinion that they are a responsible Proposer entitled to the award of a contract involving public moneys and attach hereto an explanation of their activities in restraint of free trade, restraint of free competitive bidding, or collusion.

4. Proposer, hereby certifies that it has () has not (), participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 11246, 10925 and 11114 as amended, and that it has (), has not (), filed with the Office of Federal Contract Compliance Program all reports due under the applicable filing requirements.

5. Proposer acknowledges receipt of the following Addenda:

NUMBER	DATE	NUMBER	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. Proposer understands that the Department is not bound to select any Proposal under this procurement.

7. Proposer understands that all costs and expenses incurred by it in preparing this Proposal and participating in this procurement will be borne solely by the Proposer.

8. This Proposal shall be governed by and construed in all respects according to the laws of the State of Nevada.

9. Proposer is a contractor licensed in this State pursuant to NRS Chapter 624. Proposer's license number(s) are:

10. Proposer has not been disqualified from being awarded a contract pursuant to NRS 338.017, 338.13895, 338.1475, and/or 408.333;

11. Proposer has not been found liable for breach of contract with respect to a previous project, other than for legitimate cause, during the five (5) years immediately preceding the date of advertisement of this RFP.

12. The SPWB has approved Proposer's application pursuant to NRS 338.1379.

13. The Department has approved the qualification package of Proposer pursuant to NRS 408.333.

**ACKNOWLEDGEMENT AND ATTESTATION FORM
(CORPORATE FORM)**

Date: _____

By responding to this RFP, the Proposer(s) certify that he/she (they) has (have) reviewed the Request for Proposal, Pre-Construction Services Agreement and the form of Construction Contract, and their Exhibits contained herein, and are familiar with their terms and conditions and find them expressly workable without change or modification. Initially capitalized terms not otherwise defined herein shall have the meaning set forth in the RFP.

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(a) to keep this Proposal open for acceptance for 180 days after the Proposal Due Date, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without obtaining the prior written consent of the Department, in the Department's sole discretion; and

(b) to execute the Pre-Construction Services Agreement referenced in the RFP if this Proposal is selected within ten (10) days after receiving the Pre-Construction Services Agreement for execution (If Proposer fails to do so then Proposer shall forfeit the full amount of the Proposal Bond to the State as liquidated damages, and the Department may proceed to award the Pre-Construction Services Agreement to others); and

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3. The undersigned declares that it is the only entity or party interested in the Proposal as principal and that its officers, employees, subsidiaries, or parent corporations (check appropriate box below):

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12. The SPWB has approved Proposer's application pursuant to NRS 338.1379.

13. The Department has approved the qualification package of Proposer pursuant to NRS 408.333.

**ACKNOWLEDGEMENT AND ATTESTATION FORM
(SOLE PROPRIETORSHIP FORM)**

Date: _____

By responding to this RFP, the Proposer(s) certify that he/she (they) has (have) reviewed the Request for Proposal, Pre-Construction Services Agreement and the form of Construction Contract, and their Exhibits contained herein, and are familiar with their terms and conditions and find them expressly workable without change or modification. Initially capitalized terms not otherwise defined herein shall have the meaning set forth in the RFP.

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Have participated in activities in restraint of trade with relation to public contracts either in the State of Nevada or any other State of the United States or on any federally assisted contracts during the five-year period immediately preceding the submission of the Proposal or entered into collusion, or restraint of free competitive bidding on this Contract, and are of the opinion that they are a responsible Proposer entitled to the award of a contract involving public moneys and attach hereto an explanation of their activities in restraint of free trade, restraint of free competitive bidding, or collusion.

4. Proposer, hereby certifies that it has () has not (), participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 11246, 10925 and 11114 as amended, and that it has (), has not (), filed with the Office of Federal Contract Compliance Program all reports due under the applicable filing requirements.

5. Proposer acknowledges receipt of the following Addenda:

NUMBER	DATE	NUMBER	DATE

6. Proposer understands that the Department is not bound to select any Proposal under this procurement.

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12. The SPWB has approved Proposer's application pursuant to NRS 338.1379.

13. The Department has approved the qualification package of Proposer pursuant to NRS 408.333.

Appendix F. Proposal Requirement Checklist

Refer to Section 4.1 of the RFP for formatting and submittal requirements. Refer to Section 4.2 of the RFP for a complete list of required responses, documents, and forms. Refer to Section 4.3 for Proposal requirements and evaluation factors.

Section Title and Required Information	Form Label	RFP Reference	✓	Comment
<i>Formatting Requirements</i>	Not Applicable (N/A)	Section 4.1		
One (1) "Original" marked and submitted	N/A	Section 4.1.A and B		
Seven (7) copies marked and submitted	N/A	Section 4.1.A and B		
Each Proposal numbered sequentially from one (1) to eight (8) on the upper right hand corner of the cover	N/A	Section 4.1.B		
One (1) electronic PDF copy submitted	N/A	Section 4.1.A		
Entire Proposal bound in one (1) binder	N/A	Section 4.1.B		
Submitted in the order defined	N/A	Section 4.1.C		
Arial font; minimum 11 point size	N/A	Section 4.1.D.1		
Adhered to Proposal 25-page limit	N/A	Section 4.1.D.2		
Adhered to Proposal page layout	N/A	Section 4.1.D		
<i>Required Responses, Documents, and Forms</i>	N/A	Section 4.2		The following required responses, documents, and forms do NOT count against the Proposal's page limit.
Introduction Letter (1-page limit)	N/A	Section 4.2.A		
Identifies RFP number and Project location for Project-specific contracts	N/A	Section 4.2.A.i		
Statement that the Construction Manager is pre-qualified with the Department (including pre-qualification expiration date(s))	N/A	Section 4.2.A.ii		
Nevada Contractor's License	N/A	Section 4.2.A.iii		
Certification that the information and data submitted is true and complete.	N/A	Section 4.2.A.iv		
Name, address, cell and office telephone number, e-mail address, and fax number of the individual designated by Proposer as its single point of contact regarding their Proposal submittal	N/A	Section 4.2.A.v		

Section Title and Required Information	Form Label	RFP Reference	✓	Comment
Acknowledgement and Attestation Forms specific to the Proposer's organization	N/A	Section 4.2.B		
Buy America Certification	Form BAC	Section 4.2.C		
Evidence that Proposer has not been found liable for breach of contract	Form BC	Section 4.2.D		
Organizational Conflict of Interest Disclosure Statement, Form COI	Form COI	Section 4.2.E		
Evidence that Proposer has not been disqualified from bidding	Form DFB	Section 4.2.F		
Certificate Regarding Ineligible Contractors	Form IC	Section 4.2.H		
Key Personnel Information	Form KP	Section 4.2.I		
Lobbying Certificate	Form LC	Section 4.2.J		
Non-Collusion Affidavit	Form NC	Section 4.2.K		
Certificate of Good Standing from Nevada Secretary of State	N/A	Section 4.2.L		
Safety Program				
Safety Program Description (1 page)	N/A	Section 4.2.M		
Form SAFE	Form SAFE	Section 4.2.M		
List of any incidents that resulted in significant injury, loss of life, or major property damage	Form SAFE	Section 4.2.M		
List of OSHA citations	Form SAFE	Section 4.2.M		
Evidence of compliance with NRS 284.1729	Form SED	Section 4.2.N		
Submittal of Fee for Construction Management	Form SFCM	Section 4.2.O		
Evidence of a business entity	N/A	Section 4.2.P		
Evidence of authority to enter into joint venture or partnership (if applicable)	N/A	Section 4.2.Q		
Evidence of Proposal signature authority	N/A	Section 4.2.R		
Surety letter of intent regarding Payment and Performance Bonds	N/A	Section 4.2.S		
Evidence of ability to obtain required insurance	N/A	Section 4.2.T		
<i>Proposal Requirements (25-page limit)</i>	<i>N/A</i>	<i>Section 4.3</i>		<i>The following count against the Proposal's page limit, unless otherwise noted.</i>
Proposal Evaluation Factor 1: Proposer Team/Organization	N/A	Section 4.3.A		

Section Title and Required Information	Form Label	RFP Reference	✓	Comment
Sub-factor 1: Organization (including Project Organizational Chart)	N/A	Section 4.3.A.i		
Sub-factor 2: Qualifications and Experience of the Proposer Firm	N/A	Section 4.3.A.ii		
Sub-section 3: Qualifications and Experience of Key Personnel	N/A	Section 4.3.A.iii		
Sub-factor 3: Key Personnel Resumes	N/A	Section 4.3.A.iii.2		The Key Personnel resumes do NOT count towards the Proposal's page limit and shall be appended at the end of the Proposal.
Proposal Evaluation Factor 2: Project Approach	N/A	Section 4.3.B		
Sub-factor 1: Pre-Construction	N/A	Section 4.3.B.i		
Sub-factor 2: Construction	N/A	Section 4.3.B.ii		
Proposal Evaluation Factor 3: Past Project Innovation	N/A	Section 4.3.C		
Proposal Evaluation Factor 4: Approach to Schedule	N/A	Section 4.3.D		