

ADDENDUM #1 – RFQ – A DESIGN-BUILD PROJECT – Interstate 55 Bridge Preservation

Date: September 28, 2015
County: DeSoto, Tate, and Panola Counties
Project Description: A Design-Build Project – Interstate 55 Bridge Preservation
Project Numbers: DB/IM-9999-02(253)/106720-301000, 302000, 303000

Statement of Modifications:

The purpose of this addendum is to make the following changes:

1. To modify Section VI. Conflict of Interest (RFQ Page 14 of 17) of the original RFQ dated September 14, 2015, to read as shown below with changes tracked:

VI. CONFLICT OF INTEREST

The Responder’s attention is directed to 23 CFR Section 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines “organizational conflict of interest” as follows:

“Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.”

Responders shall provide information concerning potential organizational conflicts of interest and disclose all relevant facts concerning any past, present, or currently planned interests which may present an organizational conflict of interest. The Responder shall state how its interests or those of its chief executives, directors, Key Individuals for this Project, or any proposed consultant, contractor, or subcontractor may result, or could be viewed as, an organizational conflict of interest.

Responders are prohibited from receiving any advice or discussing any aspect relating to the Project or procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to GS Infrastructure, Inc., G.E.C., Inc., and any of their affiliates. Such persons and entities are prohibited from participating on a Responder team relating to this Project.

The Responder agrees that, if an organizational conflict of interest is discovered, the Responder must make an immediate and full disclosure to MDOT that includes a description of the action that the Responder has taken or proposes to take to avoid or mitigate such conflict. If after award of the contract, an organizational conflict of interest is determined to exist, MDOT may, at its discretion, cancel the Design-Build contract for the Project at no additional cost. If the Responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MDOT, then MDOT may terminate the contract for default.

If no potential conflict of interest exists, the Responder should indicate so in the SOQ.