

Seaberg Jr, Earl R@DOT

From: A. Robert Rosin [arrosin@alr-law.com]
Sent: Monday, January 12, 2015 6:08 PM
To: Holbrook, Erin E@DOT; Seaberg Jr, Earl R@DOT
Cc: 'Hal Stober'
Subject: Contract 03-4F3404 O3-Pla, Nev-80-69.3/69.8, 0.0/R.23

Dear Ms. Holbrook and Mr. Seaberg. As you are aware, this office represents Gordon N. Ball, Inc. This email correspondence constitutes a formal demand that the Department voluntarily refrain from awarding the above contract to any bidder other than Gordon N. Ball, Inc. pending exhaustion of the Gordon N. Ball, Inc.'s protest in connection with this matter.

The Department in a letter dated January 9, 2015, incorrectly has asserted that Gordon N. Ball, Inc.'s bid was non responsive because in three instances, subcontractors identified in the submittal furnished 24 hours after bid opening were not included in the original subcontractor list. However, for these three instances, no subcontractor was required to be identified in the original list because the items in question are for less than 1/2 of 1% of the overall price of Gordon N. Ball, Inc.'s bid. Thus, under both Section 4014 of the Public Contract Code and the instructions on the Subcontractor List Form (DES-O3-0102.2), Gordon N. Ball, Inc. was not required to list subcontractors for these three items in its original bid. The Department's action in purporting to reject Gordon N. Ball, Inc.'s responsive bid is illegal, arbitrary, and capricious. Any contract awarded to another bidder will be illegal and void.

If the Department will not agree to a voluntary standstill on the award of this contract, then we will have no alternative but to apply to the Superior Court for an amendment to the existing temporary restraining order against the Department, adding this contract to those that the Court has ordered the Department not to issue. It is evident that the Department's actions in purporting to reject Gordon N. Ball, Inc.'s responsive bid are an attempt to retaliate against Gordon N. Ball, Inc.'s prior exercise of its first amendment rights in seeking judicial relief from the Department's errors.

Please advise if the Department will voluntarily will agree to a standstill on the award of this contract while it considers Gordon N. Ball, Inc.'s protest. Thank you for your anticipated prompt reply. Regards, Bob Rosin

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